

# Allied Irish Bank (GB) Private Banking Visa Gold Card

## Terms and Conditions of Use

Effective from 30 January 2017

These conditions apply to the Agreement (referred to as 'this Agreement') between the customer and AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), for using any Allied Irish Bank (GB) Private Banking Visa Gold Card. Within this Agreement some words have special meanings.

**'Account'** means the Visa Gold Card Account you operate by using your Card.

**'AIB Group'** comprises Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time. This includes AIB Group (UK) p.l.c.

**'Authorised User'** means another named person whom you have given permission to use your Account.

**'Authorisation'** means our confirmation to a bank or any Outlet that they can accept your Card for a Transaction.

**'Authorised User'** means another named person whom you have given permission to use your Account.

**'Banking Day'** means any day of the week excluding Saturday, Sunday and bank and public holidays in Great Britain and Northern Ireland.

**'Card'** means any Allied Irish Bank (GB) Private Banking Visa Gold Card issued by us to you for the purpose of carrying out Transactions on the Account including any virtual or digital versions of the Card registered in a 'Digital Wallet' (a 'Digital Card').

**'Card Number'** means the number in front of the Card or any digital versions of the Card.

**'Cash Advance'** means getting cash, currency or a similar facility using your Card.

**'Cash Machine'** means any automated teller machine which is capable of dispensing cash or providing other services associated with a Card.

**'Chip'** means an integrated circuit used in a Card.

**'Credit Limit'** means the maximum debit balance permitted on your Account, as advised by us.

**'Contactless Transaction'** means a Transaction that is carried out by holding your Card or your Device if it is enabled to carry out Contactless Transactions, near a terminal which is enabled to accept Contactless Transactions.

**'Continuous Payment Authority'** is where you have entered into an agreement with a company or service provider for them to take repeated payments from the Account using the Card details.

**'Device'** means a mobile phone, tablet, watch or other electronic device in which a Digital Card has been registered or that you use to access a Digital Wallet.

**'Digital Card'** means virtual or digital versions of your Card.

**'Digital Wallet'** means any electronic payment system which stores your Digital Card for the purposes of carrying out Transactions.

**'Digital Wallet Agreement'** means any terms and conditions applicable to a Digital Wallet which is either offered by us or by a third party provider in agreement with us.

**'Direct Debit'** setting up a Direct Debit from your Account gives a company or organisation permission to take the amounts out of your Account on the dates they are due, and to amend those amounts when necessary.

**'EEA'** means the current members of the European Economic Area as may be amended from time to time.

**'Liable'** means to be held legally responsible.

**'Outlet'** refers to any business or individual accepting a Visa Card as a means of payment.

**'Payee'** means the person to whom any payments made by you are to be made.

**'Payment Service'** means a cash deposit or withdrawal, an electronic payment (for example a Direct Debit, standing order, credit transfer, Debit Card or Credit Card Transaction) or a Transaction carried out through our Online Services.

**'Payment Service Provider'** means an organisation that offers any payment services to customers. For the purposes of this document, the Payment Service Provider is us, AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB).

**'PIN'** stands for 'Personal Identification Number' and means any number we give you, or any number that you later choose, to use with your Card. You must keep this number secret.

**'Principal Cardholder'** refers to the customer in whose name the Account is maintained and who is Liable under this Agreement.

**'Security Code'** means the block of three digits which appears on or beside the signature panel on the reverse of your Card.

**'Secure System'** means a system to enable the secure use of your Card over the internet for example Verified by Visa or Mastercard SecureCode.

**'Security Details'** means any security procedure you follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a passcode, access code, Security Code, or biometric data such as a fingerprint).

**'Transaction'** means a Cash Advance, or paying for anything using your Card, Card Number, PIN, or any other service you get with your Card including through the use of a Digital Wallet.

**'Validity Period'** means the time during which your Card can be used, starting on the first day of the 'VALID FROM' month and ending on the last day of the 'EXPIRES END/VALID END' month shown on the Visa Card.

**'we', 'us' and 'our'** refer to AIB Group (UK) p.l.c. trading as Allied Irish Bank (GB), its successors or assigns.

**'you' and 'your'** refers to the Principal Cardholder.

**'Website'** refers to our internet site, [www.aibgb.co.uk](http://www.aibgb.co.uk)

**'Your Branch'** means the Allied Irish Bank (GB) branch where the Principal Cardholder holds their account.

## **General Information**

### **About Us:**

Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.) incorporated in Northern Ireland. Registered Office, 92 Ann Street, Belfast BT1 3HH. Registered Number, NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **Contacting Us**

You can contact us through Your Branch, by email, by phone, by writing, by text message (if applicable) or by any other electronic means. At the date of issue of these Terms and Conditions of Use our contact details are as set out below. These may change from time to time and up to date details can be found on your statements and on our Website.

Our address is:  
Allied Irish Bank (GB) Card Services,  
PO Box 333  
Belfast BT1 3FT

For lost, stolen or misused cards telephone us, 24 hours a day, at:  
**00 44 28 9033 0099**

For all other queries telephone us, 24 hours a day, at:  
**00 44 28 9023 6644**

### **Contacting You**

Subject to applicable law, we may contact you in person, by phone (including text message), post, hand delivery, by fax, by email or online (for example, via any message facility available on our online banking or similar systems) or other electronic means.

### **Complaints:**

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated.

You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:

### **Financial Ombudsman Service**

Exchange Tower  
London E14 9SR  
Telephones: 0800 023 4567  
+44 20 7964 1000 (for calls from outside the UK)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **About our Credit Cards**

Subject to the Agreement, our Credit Card service allows you to pay for goods and services purchased from Outlets, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate Credit Card logo is displayed.

#### **1. Looking after your Visa Card and PIN**

- 1.1 You must only use your Card in accordance with the terms of this Agreement.
- 1.2 Your PIN will be sent in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. You may change it at any Cash Machine belonging to the major banks in the UK. You must never tell anyone your PIN or Security Details. You should never write it down or record your PIN on your Card (or anything you would normally keep with or near it) in any way it might be recognized as a PIN.

- 1.3 You should sign your Card as soon as you receive it. You should take reasonable steps to keep your Card safe and your PIN and other Security Details secret at all times. You should tell us immediately if you change your name, phone number or address. The Card remains our property at all times.
- 1.4 You must not let anybody else use your Card, PIN, Security Details or any other code allocated to you by us or chosen by you.
- 1.5 You must not tell anyone your Card Number, except when carrying out a Transaction or to register or activate your Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If you want to, you can register your Card and its number (but not your PIN, Security Details or any other code allocated to you by us or chosen by you) with a recognised card-protection company.

## **2. Loss or misuse of a Card, Device or Security Details**

- 2.1 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you or if your Card or Device is lost, stolen or likely to be misused, you must tell us immediately. Call us, 24 hours a day on the number noted in the 'Contacting Us' section.
- 2.2 If you have registered your Card with a card protection company, we will accept notice from them if your Card, PIN, Security Details or Secure System passcode has been lost, stolen or is likely to be misused.
- 2.3 Unless we can show that you have acted fraudulently or without reasonable care, we will refund you the amount of any Transaction, interest and charges:
  - a) if you have not received your Card and someone else misuses it; or
  - b) for all Transactions not authorised by you after you have told us that your Card or Device has been lost or stolen or that someone else knows your PIN, Security Details, Secure System passcode or other security information; or
  - c) if someone else uses your Card details without your permission and your Card or Device has not been lost or stolen.
- 2.4 If someone else uses your Card or Device before you tell us it has been lost or stolen or that someone else knows your PIN, Security Details or Secure System passcode, the most you will have to pay is £50, unless you have acted fraudulently or without reasonable care.
- 2.5 You are Liable for losses caused by someone who you have consented to use your Account, Card or Device up to the time you tell us that your Account, Card or Device has been misused. You are Liable for all losses if you or an Authorised User act fraudulently or without reasonable care.
- 2.6 In the event of loss or misuse of any Card or Device we would expect you to co-operate with us and the police in any investigation.
- 2.7 Once you have reported your Card as being lost, stolen or likely to be misused, it cannot be used again. If you later find your Card, you must destroy it by cutting through the Chip.

## **3. Use of a Card**

- 3.1 Any Credit Limit on your Card will be set by us. We may vary this limit at any time. You may tell us, at any time, that you want to reduce your limit. If you ask us to increase your limit, this shall be at our discretion. You may exercise any of these rights by contacting us on the number noted in the 'Contacting Us' section.
- 3.2 You may use your Card only within the Validity Period shown on it, and only when its use would not result in you exceeding the Credit Limit on your Account. You may not use it if it has been cancelled or suspended by us.
- 3.3 In assessing whether the Credit Limit has been exceeded, in addition to the balance of the Account we may also take account of Transactions which we have authorised but which have not yet been charged, including estimated amounts.
- 3.4 When necessary we may give you a replacement Card / PIN, but we will not issue any more Cards on your Account if you ask us not to do so. You may contact us on the number noted in the 'Contacting Us' section.

#### 4. Transactions and charges

##### 4.1 You can use your Card in the following ways:

- a) in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine; or
- b) for Transactions by mail, telephone, mobile phone or other portable Device, internet or by use of a Secure System (including the use of your Digital Card through a Digital Wallet); or
- c) through a Card or a Device enabled to make a Contactless Transaction to make purchases for small amounts without using the Chip and PIN or other Security Details. When making a payment using your Card or Device by way of a Contactless Transaction you must place your Card or Device against the reader in the Outlet. The Card or Device, as applicable will be detected and the payment is completed without you entering your PIN or other Security Details. Occasionally, for your security or for Transactions over certain amounts, you may also be asked to insert your Card into the card terminal and enter your PIN or on your Device you may be asked to enter your Security Details, to authenticate your Transaction and enable your Transaction to proceed. Details of these limits are available by contacting us. Some limits may not be disclosed for security purposes.

4.2 Charges will be levied in accordance with the details as published from time to time and will be advised to you at the outset of this Agreement. If the charges are to be varied at any time we will advise you in writing, giving you at least two months' notice before the new charges take effect. On receipt of such notification you may terminate this Agreement in accordance with conditions 11.3 and 11.5 of these Terms and Conditions of Use.

4.3 The amount of each Transaction will be debited to your Account even if you are in breach of this Agreement or it has ended.

4.4 You cannot stop or reverse a Transaction you have made using your Card or Card Number once the Transaction has been completed (whether or not you have entered a PIN, Secure System Passcode, Security Details, signed a voucher or by way of Contactless Transaction) as we guarantee the payment.

4.5 If you have recurring transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as internet or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last Banking Day before the payment is due to leave your Account. You should also contact the company or service provider to advise them that you are cancelling the recurring transaction.

4.6 If we have reason to believe that:

- (a) the security of your Card, Account or Device is compromised; or
- (b) your Card, Account or Device could be used to commit fraud, or by someone who does not have authority to use it; or
- (c) the Transaction seems unusual compared with the way you normally use your Card, Account or Device; or
- (d) in the case of a Payment Service that offers you credit there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
- (e) the Transaction would damage our reputation

Then we may prevent or stop any transaction on your account.

4.7 Where applicable, we will try to contact you before we take a decision to decline a Transaction, but it may not always be possible for us to do so. Please refer to the 'Contacting You' section for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a transaction by responding to the text message.

4.8 You are Liable (except as mentioned in Condition 2 of these Terms and Conditions of Use) for payment of:

- a) all Transactions, and
- b) all interest and charges as advised to you and as amended from time to time, and
- c) all losses and reasonable costs that we incur because of any breach of this Agreement.

- 4.9 Where the Card is used for a Cash Advance facility a Transaction charge, is applied to each Cash Advance and is debited to your Account on the same date as the Cash Advance.
- 4.10 The amount of any non-sterling Transaction will be converted to sterling at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa. For Transactions within the EEA, we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to the Account. In addition to the fees and charges advised to you, you may also be charged a Transaction fee by the local bank which processes the Transaction. Our contact details are set out in the 'Contacting Us' section.
- 4.11 Payment for goods and services ordered by mail, telephone, Internet or other electronic means may require, in some instances, a Cardholder Security Code which is printed on or beside the signature panel on the back of your Card.

## **5. Refunds and non-acceptance**

- 5.1 If a Transaction is unsatisfactory and the Outlet agrees to give you a refund, the Outlet must issue a refund, that will then be processed by us and the amount credited to your Account within 10 Banking Days.
- 5.2 We cannot be held Liable (whether or not you make or try to make the Transaction) for:
- any other person failing, or taking longer than expected, to accept your Card, Device or Card Number; or
  - the way in which any other person communicates that they failed or took longer than expected to accept your Card, Device or Card Number, or refused to authorise a Transaction; or
  - the publication of a refusal of Authorisation of any Transaction.
- 5.3 Refunds are not treated as payments made to your Account and therefore will not be reflected in the current amount due for settlement. The amount due, which is advised to you, should be settled in the normal way and will be recognized and taken into account on your next statement.
- 5.4 You should carefully examine all statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting Us' section.
- 5.5 Where your Bank and the Payee's bank are both located in the EEA and the payment was in euro or the currency of a member state of the EEA outside the euro area:
- you must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed Transaction on your account. Where you are not Liable under Condition 2.4 and 2.5 and you notify us without undue delay we will refund to you the amount of any payment debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in had the Transaction not taken place. You will be Liable for all unauthorised Transactions as a result of the breach of Condition 2.4 and 2.5. You will only be entitled to redress for an unauthorised or incorrectly executed payment if you tell us of the Transaction without undue delay and, in any event no later than 13 months after the debit date.
  - If you have authorised us to make a payment from your Account and it has not been paid correctly by us you may be entitled to a refund if:
    - the authorisation you gave did not specify the exact amount of the payment; and
    - the payment made from your account was more than reasonably expected, taking into account your previous spending pattern, the Terms and Conditions of Use of your Account or Card and the circumstances surrounding the payment.

To apply for a refund in these circumstances, you must tell us without undue delay if both of the above happen and, in any case, no later than eight weeks after the amount is taken from your Account.

- 5.6 If condition 5.5(b) applies, we will either refund you the full amount of the payment or provide justification or refusal of your request for a refund within 10 Banking Days of receiving a request for the refund. You can complain to the Financial Ombudsman Service if you are not satisfied with this decision.
- 5.7
  - (a) If you make a claim for a refund set out in condition 5.5(b), you must provide to us all relevant information requested. Once we have received all the relevant information we have 10 Banking Days to respond to you.
  - (b) If we decide not to refund you we will advise you of our reasons. If you are not satisfied with these you may make a complaint. For details of how to make a complaint, please refer to the 'Complaints' section.
- 5.8 You are not entitled to a refund where:
  - a) you have given consent directly to the Payment Service Provider for the Transaction; and
  - b) information on the Transaction was provided or made available in an agreed manner to you by the Payment Service Provider for at least four weeks before the due date.
- 5.9 Where you notify us of an incorrectly executed payment or non-execution of a payment we will make immediate efforts to trace the payment.
- 5.10 Where the Payee's bank is located outside the EEA and you wish to query or dispute a Transaction, it must be brought to our attention as soon as reasonably practical and within 60 days of its appearing on your account statement, which may be up to 30 days from the date it was undertaken.
- 5.11 The Direct Debit Guarantee Scheme will protect payments you make by Direct Debit.

## **6. Statements and payments**

- 6.1 Normally we will send you a monthly statement for your Card, unless your Account has a nil balance and has not been used. If there is no balance on your Account you will receive a statement at least annually.
- 6.2 If an unauthorised or incorrectly executed payment has been made from your Account, within the EEA, you must notify us without undue delay. If we fail to execute a payment and you are eligible for a refund under condition 5, we will, without undue delay, put your account back into the position it would have been in had the payment been correctly executed and reimburse you for any charges you have incurred and interest you have been charged by us for the incorrect execution.
- 6.3 You will only be entitled to redress for an unauthorised or incorrectly executed payment if you tell us of the Transaction without undue delay and, in any event no later than 13 months after the debit date.
- 6.4 The balance outstanding on your Account at statement date will be collected in full by us, by Direct Debit, by the date shown on your monthly statement. We cannot make allowances for payments made at any Allied Irish Banks (GB) branch or any other bank until they reach Allied Irish Bank (GB) Card Services and are credited to your Account. The time it takes for a payment to reach your Account will vary depending on the payment method you have used.
- 6.5 You shall ensure that funds are available to meet any Direct Debit payment authorised in respect of your obligations under this Agreement. You will authorise your bank to pay upon presentation all Direct Debits initiated by us in respect of any sums due to us under this Agreement.

## **7. Interest**

- 7.1 If the Direct Debit initiated by us under Condition 6 of these Terms and Conditions of Use is returned unpaid, interest will be charged on a daily basis, at a rate equivalent to 1.75% per month, on the balance outstanding, until the next statement date, when interest for the

preceding month will be debited to the Account. If we increase the interest charged on your balance we will communicate notice of the increase to you at least two months before the increase becomes effective. Interest will not be charged if you pay the full balance shown on your current statement by the payment due date shown on the statement and additionally you have paid the full balance shown on your previous statement by the payment due date shown on that statement. If you pay the full balance on your current statement but have not paid the full balance on your previous statement you will be charged interest. Interest will be calculated on the amount unpaid on your previous statement.

## **8. Authorised User**

- 8.1 Where you have given us authority to issue an additional Card and PIN for use on your Account by another person, you will be held personally Liable for their use. We will cancel any such Card at any time if you or the Authorised User request this in writing, in which case the Card must be destroyed by cutting through the Chip and delete or un-register all related Digital Cards.
- 8.2 By entering into this Agreement you give us the authority to pass on information about your Account or Transactions to any Authorised User. However, no amendments to your Account details or the Credit Limit will be accepted from them.
- 8.3 By accepting the Terms and Conditions of Use of this Agreement each Authorised User agrees that we may give information which we hold from time to time about him or her as an Authorised User to:
- (a) the Principal Cardholder, other companies in the AIB Group and others outside the AIB Group for the administration of the Account, for debt collection and in the detection or prevention of possible loss or fraud;
  - (b) any proposed assignee or transferee of our rights and obligations under this Agreement.

## **9. Insurance**

- 9.1 Where you have elected to take insurance, information about you may be passed to any insurance broker, if appropriate, and to the insurer(s). This information may be used and disclosed for such purposes as underwriting, processing, administration, claims handling, fraud prevention and compliance and regulatory reporting purposes.

## **CPP Card Protection Plan**

- 9.2 If you choose to take advantage of CPP Card Protection the premium will be charged to your Account annually. If you have chosen the 3 year option the premium will be charged every 3 years. We may from time to time change the premium rate giving you at least 30 days notice.

## **10. Withdrawal of the Visa Card**

- 10.1 Provided we have a good reason for doing so, we may at any time and if necessary without notice:
- (a) Cancel or suspend any right to use the Card or Account entirely or in respect of any particular function.
  - (b) Decide not to renew or replace the Card.
- If we take such action we will immediately advise you of this in writing.
- 10.2 Any action by us as detailed in Condition 10.1 above will not affect your outstanding obligations under this Agreement.
- 10.3 If a request for immediate payment in full has been advised to you in writing by us, we shall have the right to set-off and apply against such liability all or sufficient of the monies (if any) standing to the credit of any other Accounts you may have with the us.
- 10.4 We may publish the suspension or cancellation of the Card and if we ask you to return it you must do so at once, destroyed by cutting through the Chip and delete or un-register all related Digital Cards. In addition the Card may be retained by us.



## **11. Ending this Agreement**

11.1 We can end this Agreement immediately in any of the following circumstances:

- (a) on your bankruptcy or if you enter into a voluntary arrangement with your creditors; or
- (b) if you can no longer manage your financial affairs or you die; or
- (c) if any representations, warranties or statements made by you or an Authorised User to us in connection with this Agreement are breached or are untrue in any material respect; or
- (d) if you commit any serious or repeated breach of this Agreement; or
- (e) if you default in making any payment hereunder when due, or if you are in breach of any other agreement with us; or
- (f) to enable us to comply with any law, regulation or good practice; or
- (g) any other good reason.

If we take such action we will advise you in writing.

11.2 We may end this Agreement by giving you at least two months' notice in writing.

11.3 If you wish to end this Agreement you may do so in writing. For security reasons immediately destroy all physical Cards held by you or an Authorised User by cutting through the Chip and delete or un-register all related Digital Cards. All recurring transactions must be cancelled as set out in accordance with condition 4.5.

11.4 Whether this Agreement is ended by you or us the outstanding balance on your Account, the amount of any outstanding Transactions, fees, charges or interest will become immediately due and payable in full. The terms of this Agreement will remain in force until all money owed is paid.

11.5 If you choose to end this Agreement as a result of you rejecting an interest rate increase or a variation of our charges you must repay, over a reasonable period of time (i.e. not later than two months from requested closure date or such longer period of time as may be agreed between both parties), the outstanding balance of your Account including the amount of any outstanding fees, charges or interest. In this event the interest rate on your account will remain unchanged and you must adhere to the condition 11.3 above.

## **12. General**

12.1 If we are prevented (directly or indirectly) from carrying out any of our obligations under this Agreement because of:

- (a) a fault which has happened in any transmission link; or
- (b) an industrial dispute; or
- (c) anything outside our control or that of our agents or subcontractors; or
- (d) for the Card being retained, damaged or not honoured by a third party, we will not be Liable for this.

12.2 We will be Liable for the amount of any Transaction together with any interest and charges where faults have occurred in Cash Machines, or other systems used, which were not obvious or subject to a warning message or notice at time of use.

12.3 If we offer you additional facilities or benefits to which you have access by use of your Card, but which do not form part of this Agreement, then we may vary or withdraw these at any time without notice.

12.4 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.

12.5 Third parties providing applications or services in connection with your Digital Card or Digital Wallet may have their own agreements which you are subject to ("Third Party Agreements"). It is your responsibility to read and understand these Third Party Agreements before creating, activating or using a Digital Card or a Digital Wallet. We will have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with your Digital Card or Digital Wallet, including any fees or charges which may be charged to you by third parties.

- 12.6 If we choose not to, or if we cannot enforce any term which forms part of this Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- 12.7 We can transfer all or any of our rights and/or obligations under this Agreement at any time. Any such transfer will not reduce your rights under this Agreement unless you agree otherwise.
- 12.8 The EEA state for the purpose of this Agreement is the United Kingdom and this Agreement is governed by the laws of England and in the event of a dispute the courts of England shall have exclusive jurisdiction.
- 12.9 All correspondence entered into under this Agreement will be in the English language.
- 12.10 We reserve the right at all times to amend, vary or supplement these Terms and Conditions of Use as a result of a change in the law, regulation or good practice, customer feedback or product development or for such other valid reasons as are advised to you at the time of notification of the change. If we want to make a change to your Terms and Conditions of Use, we will communicate these changes to you in writing at least two months before they become effective (unless, by law or regulations, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended Terms and Conditions of Use. If you are not happy, you have the right to end your agreement with us. At any time up to two months from the date of the notice you may, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. On receipt of such notification you may terminate the relationship in accordance with conditions 11.3 and 11.4, subject to you immediately repaying all amounts outstanding as provided for in condition 11.4. However, if you continue to hold your Account after this time, you will be considered to have accepted the relevant changes. Any such notice to you shall be by putting a message in your statement or by sending you a written notice.
- 12.11 Credit balances are not a feature of the Credit Card product and accordingly the Bank reserves the right to reject or return Transactions which create credit balances.
- 12.12 We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

### **13 Your Right to Withdraw**

You have the right to withdraw from your agreement beginning on the later of (i) the day after your agreement is made (which is when both you and we have signed and dated the agreement) or (ii) the day after you receive a copy of your executed agreement, or (iii) the day we notify you of your actual credit limit, and ends 14 days later. You can do this by calling us on the number set out in the 'Contacting Us' section or writing a written note to the address set out in the 'Contacting Us' section. If you cancel this Agreement any money you have paid, goods given in part exchange (or their value) or property given as security will be returned to you. You will still have to repay any money lent to you. But if you repay all of it before your first instalment - or, if you are not paying by instalments, within one month after cancellation - you will not have to pay interest or other charges. If you already have any goods under the Agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request. You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example, in your home. But you will still be Liable to pay for emergency goods or services or for any goods which have been incorporated by you or your relatives. If you choose not to cancel you will remain fully bound by the Terms and Conditions of Use of this product.

## **Data Protection Notice – How We Use Your Information**

(this section refers to Sole Trader/Partnerships only)

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

This notice explains what we will do with your information, so that you can decide whether or not to provide that information to us. It is important that you read it carefully. The personal information requested from you is required to enable us to effectively provide or administer a product or service to you. Failure to supply us with sufficient information may result in us not being able to provide or meet your product/service needs. The information that you provide may be held by us on a computer database and/or in any other way and will be treated confidentially.

### **1. Disclosure of Information:**

Information we hold about you will not be disclosed to anyone, outside of AIB Group, other than:

- 1.1 If we are required by law to give the information.
- 1.2 Where we have a public duty to disclose information.
- 1.3 Where disclosure is required for our legitimate business interests.
- 1.4 Where disclosure is made with your consent. We may use this information in the following ways:

### **2. Products and Services:**

- 2.1 To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.
- 2.2 For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

### **3. Credit Scoring and Credit Reference Agencies:**

- 3.1 We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- 3.2 We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- 3.3 To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing review of credit. Credit reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.
- 3.4 Whether you borrow money from us or not, we may regularly give credit reference agencies details of your account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.
- 3.5 In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.
- 3.6 Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.

- 3.7 To review your financial position across AIB Group, including debit and credit balances and security for credit facilities.

**4. Other Third Parties:**

- 4.1 To provide your personal details to debt collection agencies, tracing agencies, and/or third party processors and contractors, who act on behalf of us, if it is necessary for the performance of a contract and/or to protect the legitimate interests of AIB. The third parties will not be allowed to use your information for anything else.
- 4.2 To whom we transfer, or may transfer any of our rights or obligations under any contract with you.

**5. Financial Crime Prevention:**

To prevent and detect fraud, money laundering or other criminal activity; and to trace those responsible.

- 5.1 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 5.2 Law enforcement agencies may access and use this information.
- 5.3 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- Checking details on applications for credit and credit related or other facilities.
  - Managing credit and credit related accounts or facilities.
  - Recovering debt.
  - Checking details on proposals and claims for all types of insurance.
  - Checking details of job applicants and employees.
- 5.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 5.5 If other criminal activity is identified, details will be passed to the relevant authorities

**6. Market Research:**

To carry out statistical analysis and market research, or to instruct a third party to perform this on our behalf.

**7. Security and Service Improvement:**

We may record telephone conversations for additional security, to help resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

**8. Miscellaneous:**

- 8.1 Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- 8.2 If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- 8.3 If you want details of the Credit Reference Agencies, Fraud Prevention Agencies, Debt Collection Agencies or other third parties we use, please contact us.
- 8.4 If you decide to proceed with this product/service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.