

Allied Irish Bank (GB)

Summary of
Important Changes
for Business cards



AIB

Business card Terms and Conditions of use – Allied Irish Bank (GB)

This booklet summarises the key changes made to your Business cards Terms and Conditions which covers Allied Irish Bank (GB) Visa Business Card and Visa Business Gold Card. These changes take effect from 13 January 2018.

Where text has been amended within a condition, we have **highlighted** what is new. A full set of updated terms and conditions is available from 13th November 2017 on our Website, or on request from any branch of Allied Irish Bank (GB). You can also request a copy by phoning us.

WHAT DOES THE CHANGE RELATE TO?

Definitions

Some definitions have been updated to make them easy to understand when you need to refer to them. Some new definitions have been added and others that are no longer required have been removed.

What does this look like in my terms and conditions?

‘Direct Debit’ means setting up a Direct Debit from your bank account giving a company or organisation permission to take the amounts out of your bank account on the dates they are due, and to amend those amounts when necessary. **(amended)**

‘Payee’ means the owner of an account to which a payment is to be credited. **(amended)**

‘Payer’ means the owner of an account from which a payment is to be debited. **(new)**

‘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. **(amended)**

‘Payment Service Provider’ means an organisation that offers any payment services to customers including, but not limited to us, AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB). **(amended)**

WHAT DOES THE CHANGE RELATE TO?

Contacting Us

We have provided a new Freephone number for you to use to tell us if your Card is lost or stolen.

What does this look like in my terms and conditions?

... For lost, stolen or misused Cards telephone us, 24 hours a day, at: **freephone 0800 0391 142** or **++ 44 28 9033 0099** ...

WHAT DOES THE CHANGE RELATE TO?

Contacting You

In our terms and conditions we already say how we will contact you but we have updated these to provide you with clearer information about the secure procedures we use to contact you, including where we suspect fraud or a security threat.

What does this look like in my terms and conditions?

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:

- NEVER ask you to make payments from your Account to any account; and
- NEVER ask you to provide your Security Details.

If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.

We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.

Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.

Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

WHAT DOES THE CHANGE RELATE TO?

Making a complaint

We have included additional details on the Alternative Dispute Resolutions (ADR) process and the Online Dispute Resolutions (ODR) process

What does this look like in my terms and conditions?

Alternatively, if you disagree with the final response we have given you in relation to a complaint about an Account opened with us online or a service taken from us online, you may use the online dispute resolution platform, which is available on www.ec.europa.eu/odr to refer the matter to the Financial Ombudsman Service.

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to Cash Machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator.

WHAT DOES THE CHANGE RELATE TO?

Condition 1 - Looking after your Card and PIN

In our terms and conditions we already say how to keep your Card and PIN safe but we have updated this to include new text to give you some additional guidance.

What does this look like in my terms and conditions?

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 also change it at any Cash Machine belonging to the major banks in the UK. Do not choose a PIN that is easy for someone else to guess (*such as your date of birth or 1234*). You must never tell anyone your PIN or Security Details. You should never write down or record your PIN on your Card (or anything you would normally keep with or near it) in any way which might be recognised as a PIN, *or give someone else access to a Device you keep your details on.*

Where can I find this?

Condition 1.2
(amended)

WHAT DOES THE CHANGE RELATE TO?

Condition 2 - Loss or misuse of a Card, Device or Security Details

We have updated this to include new text to make it clearer where you are not Liable for losses on your Card.

What does this look like in my terms and conditions?

We will accept notice from a card protection company if you or an Authorised User have your Card registered with them *or from Visa*, if your Card, PIN, Security Details or Safeguard System passcode has been lost, stolen or is likely to be misused.

Where can I find this?

Condition 2.2
(amended)

You will not be Liable for losses resulting from use of the Card (*other than where the Card was used by an Authorised User*) *after you have reported the Card lost, stolen or misused to us in accordance with clause 2.1 above.*

Subject to clauses 2.4 and 2.5, we will bear the full losses in the following circumstances:

- in the event of misuse when we have sent the Card to you *or an Authorised User* and you *or the Authorised User* do not receive it;
- in the event of unauthorised Transactions after we have had effective notification that a Card or Device has been lost, stolen or that someone else knows or may know the PIN, Security Details, Safeguard System passcode or other security information; or
- if someone else uses Card details without your permission and the Card has not been lost or stolen.

Condition 2.3
(amended)

<p>You will be responsible for all losses incurred where the Card has been used by a person who acquired possession of or uses it with your or any other Authorised User's knowledge or permission.</p> <p>You will not be responsible for any losses incurred:</p> <ul style="list-style-type: none"> • before you received the Card; • after notice under Conditions 2.1 to 2.2; or • where the Card was used to make purchases by internet or telephone or mail order, with some limited exceptions, unless by someone acting or to be treated as acting with your permission. 	<p>Condition 2.4 <i>(new)</i></p>
<p>To the extent permitted by law and except as otherwise set out in these Terms and Conditions we shall only be Liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be Liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be Liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. This clause does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised Transactions or incorrectly executed Transactions (for example, instructions not followed correctly or Transactions not carried out properly).</p>	<p>Condition 2.5 <i>(new)</i></p>
<p>If there is an unauthorised Transaction on an Account, you and any other Authorised Users must co-operate with us, and if applicable the police, in any investigations. <i>You and any other Authorised Users must give us all the information you or they have regarding the circumstances of the lost, stolen or misused Card or Account or the disclosure of the PIN or other Security Details. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN or Security Details have been disclosed, we can give the police any information they think is relevant. If we can show that you or any Authorised User has acted fraudulently in relation to a Transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and charges.</i></p>	<p>Condition 2.6 <i>(amended)</i></p>

WHAT DOES THE CHANGE RELATE TO?

Condition 4 - Transactions and Charges

We have updated this to include new text to inform you that you can agree spending limits for online transactions and explain pre-authorised transactions. We have also amended this Condition 4 to make clearer our reasons for declining to authorise a transaction, where we change our charges and charging applied by third parties.

What does this look like in my terms and conditions?

Where can I find this?

The Card can be used in the following ways:

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

Use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting Us' section.

Condition 4.1
(amended)

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, ***or any other way we have agreed to contact you***, giving you at least two months' notice before the new charges take effect, ***(unless, by law or regulation, we are able to give you shorter notice)***. On receipt of such notification you may terminate this Agreement in accordance with conditions 10.5 and 10.6 of these Terms and Conditions of use.

Condition 4.2
(amended)

<p>Where applicable, <i>unless to do so would be a breach of security or be against the law</i>, 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 <i>with a 'Y' or 'N' reply. The text will come from +447537414900. This is a number for texting only and it won't answer if you ring it. We will not ask you for any personal information, account numbers or PIN numbers. If you are not happy to answer the text, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.</i></p>	<p>Condition 4.7 (amended)</p>
<p>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. <i>We have no control over third parties that might apply a charge to you for processing the Transaction or who convert the local currency into sterling and charge for doing this. We also have no control over the rates they may apply.</i></p>	<p>Condition 4.10 (amended)</p>
<p>When you make a Transaction using your Card, the balance on your Account will usually be increased immediately by the amount of the Transaction. Sometimes, an Outlet (for example a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may reduce your available credit, although that pre-authorised amount may only be charged by the hotel or petrol station to your Account where you have obtained goods or services to the value of the pre-authorised amount. Once the Outlet instructs us to, we will remove the pre-authorised amount as soon as possible. We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.</p>	<p>Condition 4.12 (new)</p>

WHAT DOES THE CHANGE RELATE TO?

Condition 5 - Refunds and Non-Acceptance

We have updated this Condition to provide you with additional information on your obligations and ours where you dispute a Transaction on your Account.

What does this look like in my terms and conditions?

Where can I find this?

If a Transaction is unsatisfactory and the Outlet agrees to give you a refund the Outlet must issue a refund **to your Card. Once the refund is received by us the amount will be credited to your Account. For non-sterling Transactions the amount actually credited to your Account may, following deduction of relevant fees and charges, differ from the original amount of the Transaction carried out on your Account. We will not accept any other method of refund. Unless the law says otherwise, you cannot use a claim you have made against an Outlet as a defence or claim against us.**

Condition 5.1
(amended)

a) 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 you notify us without undue delay we will refund you the amount of any payment debited to your Account which was not authorised by you and restore your Account to the state it would have been in had the Transaction not taken place.

Condition 5.5
(amended)

b) **Where you have given your Card details to an Outlet and at the time you do not know the exact amount that will be debited from your Account (for example to book a hotel room or hire a car)** you may be entitled to a refund if:

- (i) the authorisation you gave did not specify the exact amount of the payment; and
- (ii) 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.

If condition 5.5(b) applies, we will refund you within 10 Banking Days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same timeframe along with our reasons.

Condition 5.6
(amended)

You are not entitled to a refund if:

- a) you gave the Payment Service Provider direct permission to carry out the Transaction; and
- b) the Payment Service Provider gave you information on the Transaction, or made that information available to you, as agreed, at least four weeks before the date the payment was due.

If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Complaints' section for details.

WHAT DOES THE CHANGE RELATE TO?

Condition 10 – Ending this Agreement

We have amended the following to the circumstances in which we can close your Card immediately.

What does this look like in my terms and conditions?

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

- a) on your bankruptcy, **liquidation, dissolution** or if you enter into a voluntary arrangement with your creditors;
- b) if you can no longer manage your financial affairs or you die;
- c) if any representations, warranties or statements made by you to us in connection with this Agreement are breached or are untrue in any material respect;
- d) if you commit any serious or repeated breach of this Agreement;
- e) if you default in making any payment hereunder when due, or if you are in breach of any other agreement with us;
- f) to enable us to comply with any law, regulation, code or good practice;
- g) we have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;**
- h) you act, or are suspected of acting, fraudulently against us or any other party; or**
- i) for any other valid reason, provided that the ending of this Agreement is a proportionate and reasonable response to the underlying reason.**

If we take such action we will immediately advise you of this in writing.

Where can I find this?

Condition 10.2
(amended)

WHAT DOES THE CHANGE RELATE TO?

Condition 11 - General

From 13 January 2018 where we are told you have received money into your Account by mistake it will be possible for the Payer to request information about you so that they may recover the money from you. This is because financial institutions are required to co-operate and share all relevant information so money paid to the wrong account can be recovered.

What does this look like in my terms and conditions?

If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.

Where can I find this?

Condition 11.13 **(new)**

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