

# APPLICATION FORM

FOR THE BROWN THOMAS VISA CREDIT CARD  
AND ENCORE REWARDS™ PROGRAMME

BROWN THOMAS  
ENCORE REWARDS™





## Your AIB BT Visa Credit Card Application Form

Checklist to help you complete your application form

### Have you completed?

- Your first name and surname in full, your address and your date of birth.
- Your employment and financial details.
- PPSN/TRN/Country of TRN if not issued in the Republic of Ireland.
- All other relevant sections in BLOCK CAPITALS.
- Ticked all the boxes which apply to you.
- Signed and dated the Request for Card Facilities.
- The Direct Debit Instruction, if you have opted to pay by direct debit.

### Postal Information

If you are posting your application to us, please detach and place it in an envelope addressed as follows: **AIB Card Issuing, Freepost, PO Box 708, Co Dublin.**



# The Brown Thomas Visa Credit Card Infinitely Rewarding

As a Brown Thomas Visa credit card cardholder, every time you use your card in Brown Thomas, BT2 or Arnotts, you will earn Encore Rewards™ points.

Whenever you use your Brown Thomas Visa credit card with one of our specially selected partners, you will also earn Encore Rewards™.

You will also be sent a **€30 Brown Thomas Gift Card** the month after you receive your credit card.

## Benefits to you

The Brown Thomas Visa credit card offers:

- No annual bank fee<sup>1</sup>
- An introductory annual interest rate on purchases and Balance Transfers for 12 months from the date the credit card account is opened<sup>2</sup>
- Up to 56 days' Interest Free Credit

For further information on all fees and charges on the Brown Thomas Visa credit card please refer to the Standard European Consumer Credit Information within this brochure.

<sup>1</sup> Government stamp duty of €30 is charged annually per Credit Card account.

<sup>2</sup> All rates are variable.

# Encore Rewards™

The Brown Thomas VISA Credit Card offers you exclusive rewards on not only your purchases in Brown Thomas, BT2 and Arnotts, but also with our list of Encore Rewards™ Partners.

You will earn **5% Encore Rewards™ in Brown Thomas, BT2 and Arnotts** and up to **5% Encore Rewards™ with Encore Rewards™ Partners**. Encore Rewards™ Points are sent to you quarterly in the form of a Brown Thomas Gift Card.

These points are shown clearly on the bottom of your Brown Thomas Visa credit card statement each month.

\* if you have less than 15 Encore Rewards™ points at the end of a quarter, your points will be carried forward to the next quarter.

| <b>Brown Thomas Encore Rewards™</b>   |       |
|---|-------|
| Encore Rewards™ brought forward   | 4.05  |
| Brown Thomas Encore Rewards™ this statement   | 0.00  |
| Encore Rewards™ Partners this statement<br>(* denotes Encore Rewards™ transaction)  | 0.00  |
| <hr/>   | <hr/> |
| Total for this Quarter  | 4.05  |
| <hr/>   |       |
| A Gift Card will only be sent once a 15 euro value in Encore Rewards™ has been reached. Rewards below this level will be carried forward to the next quarter. |       |

The Brown Thomas Visa credit card Encore Rewards™ programme is provided by Brown Thomas.

If you have any queries in relation to the Encore Rewards™ programme, please call 0818 362 673.





## Financial Details Cont.

Purpose of Account: (Please tick one)

Daily Banking  Credit/Lending Facility

Source of funding for account: (Please tick one)

Salary/  
Social Welfare  Pension  Financial  
Rental Income  Savings/  
Investments

Estimated Annual Spend

€

## Consent to Communicate\*\*

I consent to AIB contacting me at any time (including outside normal business hours) in connection with my Card and Card Account by personal visit and/or telephone, including at my place of employment, or business or elsewhere.

\*\*if you do not wish to give this consent please tick this box

## Data Protection Notice

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branches and online. It may change from time to time.

## Central Credit Register

**NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.**

The Central Credit Register is maintained and operated by the Central Bank of Ireland. For information on your rights and duties under the Credit Reporting Act 2013 please refer to the factsheet prepared by the Central Bank of Ireland. This factsheet is available on [www.centralcreditregister.ie](http://www.centralcreditregister.ie). Copies can also be obtained at your local AIB branch and on [www.aib.ie](http://www.aib.ie).

## Direct Marketing

From time to time, AIB Group would like to tell you about offers, products and services available from us and carefully selected third parties. Please tell us below if you are happy for us to contact you, and by which methods. If you later decide to change these preferences, you may contact us at any time.

Mail Y  N  Phone Y  N  E-mail Y  N

## Brown Thomas Encore Rewards™ programme

As a successful applicant of the Brown Thomas Visa credit card you will be enrolled in the "Brown Thomas Encore Rewards™" programme. To facilitate this AIB will share certain information with Brown Thomas, this will be done with regard to obligations under data protection legislation. As a member of the programme, you may be offered money back, discounts or other benefits on purchases in Brown Thomas and BT2 stores. The Encore Rewards™ programme is administered by Brown Thomas and not the AIB Group. By proceeding with this application you indicate your consent to membership of the Encore Rewards™ programme and use of your personal information for the purposes referred to in this section.

## For Brown Thomas use only

Brown Thomas Staff No.

Date

Store Code

Authorised Signature

Lending criteria, terms and conditions apply. Credit facilities are subject to repayment capacity and financial status and are not available to persons under 18 years of age. Government stamp duty of €30 is charged annually per credit card account. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

## Request for Card Facilities

Please issue a Brown Thomas Visa credit card and confidential Personal Identification Number (PIN) to me and open an AIB Account in my name. I confirm that I am over 18 years of age and that the information given herein is true and complete. In order to comply with legislation to combat money laundering and terrorist financing, I agree to give you suitable evidence of identity and permanent residence to enable you to make such other enquiries in connection with this application as you deem appropriate. In the interest of combating crime arising from the use of credit cards, the information herein supplied will be held on and accessed through a centralised data bank. I have read and agree to be bound by the Conditions of Use.

I confirm that I have been provided with and read the Standard European Consumer Credit Information (SECCI) and the General Terms and Conditions of Use.

Signature of Cardholder

Date

X

## For branch use only

I confirm that this application complies with the Criminal Justice Act, 1994

BRANCH BRAND

| Compliance with CJA'94  | Yes | No | Type of Document | Issued By/At | Ref. No |
|-------------------------|-----|----|------------------|--------------|---------|
| Customer ID Provided    |     |    |                  |              |         |
| Permanent Add. Verified |     |    |                  |              |         |
| CJA Folio No.           |     |    |                  |              |         |

Recommended

Credit Limit €

I.D.

number

Authorised Signature

CL     LC     SC     LID     SID

POT     DD     Processing NSC

# AIB SEPA Direct Debit Mandate

For Office Use only  
OIN – IE52DD300378   
OIN – IE50SDD301384   
UMR \_\_\_\_\_

By signing this mandate form, you authorise (A) AIB to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from AIB. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

**Please complete all the fields marked \*.**

\*Customer Name

\*Customer Address

City

Post Code

Country

\*Type of payment: Recurrent payment  or One-off payment

\*Customer account number – IBAN

Creditor's name AIB Card Issuing

Creditor address PO Box 708  
Co Dublin

\*Date of signature

D D M M Y Y

Signature(s)

Please sign here

X

Please return this mandate to the Creditor

Credit Card Number

**Please tick (✓) the box below  
indicating the direct debit option you require**

3%

5%

10%

20%

(min of €6.35)

25%

50%

100%

If the mandate is completed and no box is filled, the 3% option will apply.

# How to Apply

On the following pages you will find Important/Regulatory Information including Data Protection Notice, the Standard European Consumer Credit Information (SECCI), and the Terms and Conditions of Use.

**AIB strongly recommends that before purchasing this product you review this Important/Regulatory Information. If you have any questions, please don't hesitate to contact us on (01) 2837398 and we will talk you through it. It's important that you understand all of the terms and conditions before taking out your new credit card.**

Simply complete the enclosed application form and hand it in to your local AIB branch or post it directly to AIB Card Issuing at:

**FREEPOST**  
**PO Box 708**  
**Co Dublin**

## Identification requirements

To comply with legislation to combat money laundering and terrorist financing, we will need to see suitable documentation to verify both your identity and your current permanent address.

What you need:

- Proof of Identity: a valid Passport, Driver's Licence, EU National Identity Card
- Proof of Current Permanent Address (documents must be no more than 6 months old): Utility Bill, Correspondence from a regulated financial institution (insurance/assurance company, bank, credit card company or investment company), correspondence from a government department/body.

**We will require a certified copy of your Proof of Identity and two certified copies of your proof of address. Your documents can be certified by a practicing solicitor, Garda or certified at your local AIB Branch.**

Note: The name on your photographic identification must exactly match the name on your proof of address. Please talk to one of our staff at your local AIB Branch if you don't have the documentation outlined above.

We are required by law to collect and verify your Personal Public Service Number (PPSN) or Tax Reference Number (TRN). This is required by the Central Bank of Ireland's Central Credit Register for customer identification.

In order to verify your PPSN/TRN you may need to provide us with an original or electronic version (for example, a PDF or photo) of a document showing your PPSN/TRN and full name. For a full list of acceptable documents and more information on how to provide it, visit AIB's Central Credit Register page or your local AIB Branch.

Minimum qualifying salary for the Brown Thomas Visa credit card is €16,000

# Regulatory Information

Lending criteria, terms and conditions apply. Credit facilities are subject to repayment capacity and financial status and are not available to persons under 18 years of age. Government stamp duty of €30 is charged annually per credit card account. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

## **Warning**

If you do not meet the repayments on your credit card, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit, a hire-purchase agreement, a consumer-hire agreement or a BNPL (Buy Now Pay Later) agreement in the future.

# STANDARD EUROPEAN CONSUMER CREDIT INFORMATION

## Brown Thomas Visa credit card Information effective from 16th June 2020

### 1. Identity and contact details of the creditor/credit intermediary

|                  |  |
|------------------|--|
| Creditor         | Allied Irish Banks, p.l.c.                         |
| Address          | AIB Card Issuing, PO Box 708, Sandyford, Dublin 18 |
| Telephone number | 01 6685500   |
| Web address      | www.aib.ie   |

### 2. Description of the main features of the credit product

|  |   |
|--|---|
| The type of credit   | Open ended credit agreement subject to an agreed credit limit.  |
| The total amount of credit<br>This means the credit limit or the total sums made available under the credit agreement.                     | €1,500<br>The above figure is a representative figure and may not be your actual credit limit.  |
| The conditions governing the drawdown<br>This means how and when you will obtain the money.  | On receipt of your card and Personal Identification Number (PIN) you may use your card to pay for goods and services purchased from merchants or to withdraw cash within the agreed credit limit which will be advised to you with your card.   |
| The duration of the credit agreement   | The duration of the credit agreement is indefinite, subject to termination in accordance with the conditions of the credit agreement.   |
| Instalments and, where appropriate, the order in which instalments will be allocated   | You will have to pay the following:<br>A minimum payment of at least 3% or €6.35 if greater must be paid monthly. Payments received will be deducted from the opening balances on the Account in the following order based on the portion of the balance representing: <ul style="list-style-type: none"><li>• interest</li><li>• fees from previous Statement;</li><li>• cash advances (including cash from a Cash Machine) from previous Statements;</li><li>• purchases from previous Statements.</li></ul> The remainder (if any) will be applied to Transactions on the current Statement in the following order: <ul style="list-style-type: none"><li>• fees;</li><li>• cash advances;</li><li>• purchases and Balance Transfers; and,</li><li>• any other promotional offers.</li></ul> |
| The total amount you will have to pay<br>This means the amount of borrowed capital plus interest and possible costs related to your credit | <b>€1,620.66</b><br>The above figure assumes that you make purchases to the full extent of a €1,500 credit limit, (inclusive of Government Stamp Duty charge of €30), and you repay in 12 equal monthly repayments and interest rates remain the same. Interest charged €120.66.  |

### 3. Costs of the credit

|   |   |                            |
|---|---|----------------------------|
| Different borrowing rates which apply to the credit agreement.  | <b>Annual Interest Rates</b>  |                            |
|   | Purchases   | 14.84% (variable)          |
|   | Cash Advances   | 19.68% (variable)          |
|   | Introductory rate on Purchases*   | 3.83% (variable)           |
|   | Introductory rate on Balance Transfer*  | 3.83% (variable)           |
|   | These rates may be subject to change.   |                            |
|   | *An introductory annual interest rate on purchases and Balance Transfers applies for 12 months from the date your account is opened. After 12 months the interest rate reverts to the annual rate for purchases applicable to the product at that time. |                            |
| Annual Percentage Rate of Charge (APR)<br>This is the total cost expressed as an annual percentage of the total amount of credit.<br>The APR is there to help you compare different offers.   | APR 20.5% (variable)*<br>*The APR is based on a credit limit of €1,500 and includes Government Stamp Duty. This is the highest interest rate applicable to purchases and does not incorporate the introductory interest rate for the first 12 months.   |                            |
| Is it compulsory, in order to obtain the credit or to obtain it on terms and conditions marketed, to take out<br>– an insurance policy securing the credit, or<br>– another ancillary service contract,<br>If the costs of these services are not known by the creditor they are not included in the APR. | No<br><br>No  |                            |
| Related costs   |   |                            |
| Amount of costs for using a specific means of payment   | Transactions performed abroad may be subject to a Currency Conversion Fee as illustrated in the table below. <b>No Currency Conversion Fees apply on euro transactions.</b>   |                            |
|   | <b>AIB Visa credit card</b>   |                            |
|   | <b>AIB</b>  |                            |
|   | <b>FX Transactions – Visa Europe Region</b>   | 1.75% of transaction value |
|   | <b>FX Transactions – Visa Rest of World</b>   | 2.75% of transaction value |

|   |   |
|---|---|
| <p>Any other costs deriving from the credit agreement</p>   | <p>All fees and charges are subject to change.</p> <p><b>Government Stamp Duty</b><br/>Government Stamp Duty of €30 is charged annually per credit card account.</p> <p><b>Cash Advance Fee</b><br/>1.5% of the transaction value or €1.90 whichever is greater. This fee will not apply if your account is in credit for the full amount of the transaction when it is debited to your account.</p> <p><b>Late Payment Fee</b><br/>Should payment not be made in accordance with the Agreement, a Late Payment Fee of €7.00 will be debited to the card account.</p> <p><b>Over Limit Fee</b><br/>The Over Limit Fee of €7.00 will apply, the first time your balance exceeds your credit limit in each statement period.</p> <p><b>Returned Payment Fee</b><br/>Should any payment either by cheque or direct debit be returned unpaid, a Returned Payment Fee of €7.00 will be debited to the account.</p> <p><b>Copy Sales Voucher Fee</b><br/>Should you request a copy of a sales voucher, a €5.00 fee per voucher will be applied to the card account.</p> <p><b>Copy Statement Fee</b><br/>Should you request a copy of a statement, a €4.00 fee per statement will be applied to the card account.</p> |
| <p>Conditions under which the abovementioned costs related to the credit agreement can be changed</p>   | <p>We may alter the aforementioned costs in accordance with the credit agreement from time to time. Alterations will normally be caused by market conditions, changes in the cost of providing the service, changes in legal or other requirements affecting us, promotional reasons or any other good reasons.</p> <p>We will notify you before we alter any costs relating to the credit agreement to your detriment.</p>   |
| <p>Costs in the case of late payments</p> <p><b>Missing payments could have severe consequences for you and make obtaining credit more difficult.</b></p> | <p>You may be charged:</p> <p><b>Late Payment Fee</b><br/>Should payment not be made in accordance with the Agreement, a Late Payment Fee of €7.00 will be debited to the card account.</p>   |

#### 4. Other important legal aspects

|   |  |
|---|--|
| <p>Right of withdrawal</p> <p>You have the right to withdraw from the credit agreement within a period of 14 calendar days.</p>   | <p>Yes</p>   |
| <p>Early repayment</p> <p>You have the right to repay the credit early at any time in full or partially.</p>  | <p>You have the right to repay your card at anytime by repaying the outstanding balance on the card and all outstanding card transactions, fees, charges and interest.</p>                                   |
| <p>Consultation of a database</p> <p>The creditor must inform you immediately and without charge of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security.</p> | <p>We will inform you immediately and without charge of the result of a database consultation with a credit reference agency if your credit application is rejected on the basis of such a consultation.</p> |

|   |  |
|---|--|
| <p>Right to a draft credit agreement</p> <p>You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with you.</p> | <p>You have the right, upon request, to a copy of the draft credit agreement free of charge.</p> |
|---|--|

## 5. Additional information in the case of distance marketing of financial services

|   |  |
|---|--|
| (a) concerning the creditor   |  |
| Registration  | We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1, and our principal business is the provision of financial services. Our head office and registered office is at 10 Molesworth Street, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.  |
| The supervisory authority   | Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.  |
| (b) concerning the credit agreement   |  |
| Exercise of the right of withdrawal   | <p>You have the right to withdraw from your credit agreement with us within 14 days of its conclusion. This can be done by contacting us by telephone on 01 6685500 or by sending a written note of cancellation to the Manager, Card Issuing, PO Box 708, Dublin 18 quoting details of the credit agreement. You must repay all capital and applicable interest within 30 calendar days of the notification of withdrawal.</p> <p>If you do not exercise your right of withdrawal the terms of this Agreement will continue to apply.</p> |
| The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract | Irish law will govern the establishment of relations with you before the conclusion of the credit agreement.   |
| Clause stipulating the governing law applicable to the credit agreement and / or the competent court                              | The credit agreement is governed by the laws of Ireland and for the benefit of AIB you submit to the Irish Courts with respect to any dispute out of or in connection with the credit agreement.   |
| Language regime   | Information and contractual terms will be supplied in English. With your consent, we intend to communicate in English during the duration of the credit agreement.   |
| (c) concerning redress  |  |
| Existence of and access to out-of-court complaint and redress mechanism   | In the event that you wish to make a complaint you may do so by contacting AIB by telephone or in writing. If you are still not satisfied and you come within the jurisdiction of the Financial Services and Pensions Ombudsman, you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaints procedures are available on <a href="http://www.aib.ie">www.aib.ie</a> or may be obtained by contacting AIB.               |



# AIB Personal Credit Card Terms and Conditions of Use

## (effective from 9 January 2025)

### GENERAL TERMS AND CONDITIONS OF USE

The use of your Card is governed by these terms and conditions (“Conditions”). When you use your Card you are deemed to have accepted these Conditions.

#### Definitions

**Account** means the Card account kept by us in the name of the Cardholder in which debits and credits in respect of Transactions are recorded.

**Agreement** means the agreement between the Cardholder and us for the opening of an Account and the issue of a Card and incorporates these Conditions, the Card application form, each Card Carrier, the Digital Wallet Agreement (as applicable), all fees and charges booklets and schedules and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**AIB Banking App** means an AIB application which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making Transactions, to access banking services and/or such other uses as we may designate from time to time.

**Authorised User** shall have the meaning set out in Condition 15.

**Available Credit** means at any time the unutilised amount of the Credit Limit.

**Balance Transfer** means the transfer to the Account, with our consent, of an amount owed on a credit card or store card to another financial institution (but excludes transfers of debt from existing AIB Cards).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which we are open for business in Ireland and, where a payment to an account with another financial services provider is involved, is a day on which they are also open for business.

**Calendar Day** means any day of the year from January 1st to December 31st inclusive, regardless of whether it is a Business Day or any other day.

**Card** means any personal credit card issued by us to the Cardholder or any Authorised User for the purpose of effecting Transactions on the Account pursuant to the terms of the Agreement, including any virtual or digital representations of such Cards registered in a Digital Wallet (a “Digital Card”) and this incorporates all elements of that Card, including without limitation, the Chip and Card number. Where the context or provision so requires, reference to “Card” or “Cards” within these Conditions shall be limited to a physical credit card.

**Card Carrier** means the separate confidential mailing slip or cover sent with a Card, containing instructions regarding its authentication and security.

**Cardholder** means only the person in whose name the Account is maintained including their successors and assigns and does not include Authorised Users.

**Cash Machine** means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions.

**Card Scheme** means a scheme governing the issue and use of Cards, for example Visa, as that Card Scheme or name may change or as we may replace that Card Scheme from time to time.

**Chip** means an integrated circuit embedded in a Card.

**Conditions** means these terms and conditions as amended, extended, supplemented or replaced from time to time and each one will be referred to as a ‘Condition’.

**Contactless Transaction** means a Transaction that is authorised by you touching the Card or Device against a terminal or Cash Machine, generally without the need to insert your Card. Whether this is available or not depends on the amount of the Transaction. You may or may not have to use your PIN or Security Details. Not all terminals can process such Transactions.

**Credit Limit** means the maximum debit balance that you are allowed to have outstanding on the Account at any time.

**Device** means a mobile phone, tablet or other device that a Digital Card has been registered to or that you use to access a Digital Wallet and/or an AIB Banking App.

**Digital Card** shall have the meaning set out within the definition of Card.

**Digital Wallet** means a digital wallet or any electronic payment system that your Card has been registered to, which allows you to use your Card or an electronic record of your Card to carry out Transactions.

**Digital Wallet Agreement** means any terms and conditions applicable to a Digital Wallet (as may be amended from time to time) which is either offered by us or by a third party provider in agreement with us.

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

**Funds Transfer** means a transfer of funds either from or to your Card using a funds transfer service in accordance with the procedures and terms and conditions of that funds transfer service. When transferring funds from your Card, the Funds Transfer will be treated as a purchase for the purpose of fees, charges and interest.

**Instant Credit Transfer** also known as an Instant Payment or a SEPA Instant Credit Transfer, means a transfer of funds to your Account in euro, which can be executed immediately by the account provider on any Calendar Day.

**Merchant** means any business or individual who accepts payment made with a Card.

**Outstanding Balance** means, at any time, the debit balance outstanding on the Account at that time.

**Payee** means the receiver of the payment.

**Payer** means the maker of the payment.

**PIN** means the secret personal identification number that is used with a Card as allotted by us and/or subsequently chosen by you.

**Safeguard System** means a system to aid the secure use of your Card online, for example, Visa Secure, as such system or name may change or be replaced from time to time.

**Security Details** means any security details arising out of any security procedure that we may require you to follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example, a password, passcode, access code, security code, or biometric data (to include but not limited to, voice or a fingerprint)).

**Statement** means a paper or electronic statement (eStatement) issued by us, in respect of the Account.

**Text Message** means a message sent using a short message service to or from telecommunication devices that use global system for mobile (GSM) communication.

**Third Party Agreements** means any third party agreements, you are subject to, which relate to your use of your Card and/or Account as detailed in Condition 76.

**Transaction** means a transaction in which a Card is used to obtain goods, services or cash on credit (including through the use of a Digital Wallet), or to make or receive a Funds Transfer (and includes all debits and credits made to the Account pursuant to this Agreement).

“you” and “your” refers to the Cardholder and, unless the context otherwise requires, any Authorised User.

Any references to “we”, “us”, and “our” or “Bank” means Allied Irish Banks, p.l.c. and this includes our successors, transferees and assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1 and our principal business is the provision of financial services. Our head office and registered office is at 10 Molesworth Street, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173.

In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.

## Your Card

1. Subject to these Conditions, our personal credit card service allows you to pay for goods and services purchased from Merchants, to make or receive a Funds Transfer, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate Card Scheme logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.
2. We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account and/or applying for a Card on your behalf, for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents.
3. There is a variety of means by which you can authorise Transactions, these include:
  - authorisation by means of your Card used in conjunction with your PIN for point-of-sale Transactions or Transactions using a Cash Machine;
  - authorisation by means of your Card for Transactions by mail, phone, Device, or online or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);
  - authorisation by means of your Card and/or Device to make a Contactless Transaction, where your Card and/or Device is enabled to effect Contactless Transactions; and
  - authorisation by means of your Card and signature.

## Looking after your Card, PIN and other Security Details

4. The Card PIN and Security Details must be used in accordance with these Conditions and any other terms and conditions used in connection with your Card. Each Card is and remains our property and may be cancelled, suspended, blocked, recalled or retained by us in accordance with the provisions of the Agreement.
5. You must:
  - sign your Card as soon as you receive it using a ball point pen;
  - exercise all reasonable care to keep your PIN and Security Details secret and your Card and any Devices secure at all times;
  - only use your Card (a) within the Credit Limit, (b) within the period for which it is stated to be valid and (c) strictly in accordance with the Agreement;
  - ensure we have your up-to-date contact details. For example we will need details such as your mobile phone number, home phone number (if applicable), address and e-mail address in order to confirm your identity to us for certain online Transactions, if needs be. We may also use these details as set out in the 'Contacting you' and in the 'Variation of the Agreement' sections of these Conditions. Please tell us immediately if there is a change to any such details or a change of name, bankers, business, or your address to which Statements are sent so that we can issue your Statements in accordance with the 'Monthly Statements and Payment Arrangements' section of these Conditions; and
  - before you replace or dispose of a Device, you must ensure you delete any Digital Wallet or AIB Banking App from that Device. You should also immediately delete any information such as an email or Text Message sent or received by you in connection with your Card or Account. You must not have any reference(s) to or details of your PIN or any Security Details on your Device.

6. You must not:
  - let anybody else obtain, know or use your Card, PIN or Security Details;
  - disclose your Card number to anyone, except: (i) when carrying out a Transaction; or (ii) to verify your identity; or (iii) to register or activate a Card for use in connection with a Digital Wallet; or (iv) to be stored securely online for future use; or (v) to report it as lost, misused, stolen or likely to be misused;
  - write or record in any other manner your PIN or Security Details; or
  - give your Device to other people or allow others to use it as they may be able to access or use your Digital Card or AIB Banking App.

## Credit Limit

7. We will set a Credit Limit on the Account. We may, subject to applicable law or regulation, vary the Credit Limit from time to time. We will notify you of any such variation. If your Card is used for a Transaction which would bring the Outstanding Balance in excess of the Credit Limit, we reserve the right to authorise or decline such Transactions. If we authorise a Transaction in excess of the Credit Limit currently applying to the Account, this will not affect the Credit Limit and subsequent Transactions bringing the Outstanding Balance in excess of the Credit Limit or where the Credit Limit has been exceeded, may be declined.
8. When you make a Transaction using your Card, the balance on the Account will usually be increased immediately by the amount of the Transaction. Sometimes, a Merchant (for example, a self-service petrol station or hotel) may obtain a specific pre-authorisation for an amount agreed with you. This pre-authorised amount may not immediately increase the balance but may reduce your Available Credit. The pre-authorised amount may only be charged to your Account by the Merchant in certain circumstances (for example, where you have obtained goods or services to the value of the pre-authorised amount) if agreed by you with that Merchant. Once the Merchant instructs us to, we will remove the pre-authorised amount from your Card 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 as set out in the 'Contacting us' section.

## Restrictions

9. A Card must not be used:
  - if the Agreement is ended;
  - after a Card has expired or been reported lost, misused or stolen or has been cancelled, blocked or suspended or if your Card, your Security Details or PIN have been compromised in any way;
  - in respect of a Digital Card, after that Digital Card and/or your Account relating to that Digital Card has expired or has been cancelled or suspended or any applicable Device has been compromised, lost, misused or stolen;
  - at any Cash Machine abroad in violation of local regulations in that jurisdiction; or
  - for any illegal purchase or purpose whatsoever.
10. A request for a Balance Transfer will only be considered where the other financial institution is within a country where the euro is the national currency and clearance of the amount owed can be effected by us by electronic means. Balance Transfers will only be made in euro. Transfers of amounts owed on existing Cards will be regarded as normal outstanding balances and not Balance Transfers.

## Cash Withdrawals (also see Transactions)

11. Your Card may be used for cash withdrawals, advances made by Card and cash related Transactions, such as the purchase of cash. A cash advance fee may also apply and where the Transaction is not done at a Cash Machine you may also be asked for proof of identity.

12. Cash withdrawals are subject to both Transaction and daily limits. The Transaction limit can vary between financial institutions and from time to time. The daily cash limit will be determined by us and may vary from time to time. Details of the daily cash limit are available by contacting us as set out in the 'Contacting us' section of these Conditions.
13. A Card may be used outside Ireland subject to any limits or regulations that may be imposed by the appropriate regulatory authorities in the relevant jurisdiction(s). These limits and regulations may change from time to time.
14. Our standard fees apply if you use your Card abroad to transact in euro. However, 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 euro and charge for doing this. We also have no control over the rates they may apply. This may result in an amount debited from the Account that is different from the amount you withdrew. We do charge for non-euro Transactions as detailed in the fees and charges booklets available on our website or in branches or by contacting us as set out in the 'Contacting us' section of these Conditions.

#### Authorised Users

15. At the request of the Cardholder we may permit the issue of an additional Card on the Account, together with a separate PIN, for use by a person nominated by you (an "Authorised User"). However, there is no obligation on us to do so. You may enquire by contacting us as set out in the 'Contacting us' section of these Conditions, as to whether this facility is available. If we consent to the issue of an additional Card on the Account, it will be issued subject to these Conditions. The Authorised User will be bound to observe these Conditions to the extent that they apply or are relevant (for example Condition 31). It is the responsibility of the Cardholder to furnish the Authorised User with a copy of these Conditions and any amendments, extensions or supplemental conditions that we may notify the Cardholder of from time to time. The Cardholder must ensure that the Authorised User complies with these Conditions. The Cardholder is primarily responsible for all Transactions for which the additional Card on the Account is used, including those charged to the Account after the additional Card has been returned to us.
16. We may block, suspend and/or cancel an Authorised User's Card at any time in accordance with these Conditions (including the 'Ending the Agreement' section of these Conditions). We can also cancel any additional Card at any time if the Cardholder contacts us to request this by contacting us as set out in the 'Contacting us' section of these Conditions, in which case the additional (physical) Card, must be cut in two (through the signature box, magnetic strip and Chip) for security reasons, and be returned to us at the address in the 'Contacting us' section of these Conditions. How we can contact each other is also set out in the 'Contacting us' section. All applicable Digital Cards related to the Card must be deleted or deregistered from any applicable Device.
17. By entering into this Agreement, the Cardholder gives us the authority to pass on information about the Account or Transactions to any Authorised User by electronic or other means. By accepting an additional Card an Authorised User authorises us to pass on information about Transactions effected by use of the additional Card (including any Digital Cards related to the Card) to the Cardholder by electronic or other means. However, no amendments to the Account details or variation of the Credit Limit will be accepted from an Authorised User.
18. The Cardholder is liable for the payment of all Transactions carried out by an Authorised User regardless of the ability of that Authorised User or whether they are a minor or not, as if the Transactions had been personally carried out by the Cardholder.

#### Loss or misuse

19. You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card, PIN, Security Details, and any Devices. If you think someone else knows your PIN or Security Details or if your Card or any Device is lost, misused, stolen, used, or likely to be used, for a fraudulent or improper purpose, or you think the safety or use of your Card and/or Device is or may be in any way compromised, you must contact us immediately. Our contact details are set out in the 'Contacting us' section of these Conditions. We may request that you confirm the same in writing to us, but without affecting the validity of any action taken by us in response to your request.
20. Notification of loss or theft of a Card or the compromise of its details or your PIN or Security Details will be accepted by us from card protection service organisations and/or the Card Schemes.
21. By reporting a Card and/or a Device as lost, misused or stolen or as being used, or likely to be used, for a fraudulent or improper purpose, or where the safety of the Card and/or Device has or may have been compromised, you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards registered or accessed on a reported Device). The Card and/or Digital Card must not be used again. If found, your physical Card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and returned to us immediately at the address in the 'Contacting us' section of these Conditions.
22. Except as set out in Condition 23 below, if you notify us without undue delay that a Transaction was not authorised by you arising from the use of a lost, misused or stolen Card, or from a failure to keep your Security Details safe, usually we will refund the amount of the unauthorised Transaction to you and restore your Account to the state it would have been in had the unauthorised Transaction not taken place. We will not have any further liability to you in this respect.
23. You will be liable for the full amount of all unauthorised Transactions where:
  - a) we reasonably think you have acted fraudulently, and we notify the relevant national authority of this; or
  - b) you acted fraudulently, or either intentionally or with gross negligence failed to adhere to the following:
    - the safekeeping and/or disclosure requirements of your Card, PIN or any Security Details;
    - the security requirements applicable to a Digital Card and/or Device as set out in the relevant Digital Wallet Agreement, and/or this Agreement;
    - any reasonable security requirements applicable to a Digital Card and/or Device as set out in the relevant Third Party Agreement and/or any other agreement relevant to your Card;
    - any Transactions were effected as a result of the breach of Condition 6;
    - any Card (including any Digital Card) is used by any other person outside the terms of this Agreement and who has possession of it with your consent; or
    - to tell us immediately after you become aware of the loss, theft, misuse or unauthorised use of your Card, Device, PIN or any Security Details.
24. In the event of notification by you in accordance with Condition 19 above, you will co-operate with us and the police or other relevant authority in any investigation and give us and the police or other relevant authority all information relating to such loss, theft or disclosure and all reasonable assistance. You authorise us to inform any appropriate third party of the loss, theft or possible misuse of the Card and to give them such other information as may be required.

25. If as a result of investigation, we establish that the Transaction claimed as unauthorised is in fact an authorised Transaction, we may charge your Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us.

#### **Declining to authorise a Transaction**

26. We may take whatever action we consider appropriate, including declining to authorise Transactions on the Account and/or investigating, intercepting, refusing or where applicable, delaying payments to or from your Account for any valid reason. Examples of valid reasons are:
- where we suspect fraud, money laundering, terrorism;
  - we believe we have been provided with incorrect information;
  - we have concerns about the security of your Account or Card;
  - we suspect that a Card is being used in breach of the Agreement;
  - we suspect the Transaction is not permitted or is subject to restrictions under any law or regulation or economic or financial sanctions; or
  - we are acting in accordance with any instructions you have given us in respect of Transactions that should be restricted on your Account (for example, where you have requested a limit on gambling Transactions on your Account).

We may contact you to satisfy ourselves in relation to the nature of the Transaction or payment on the Account. We will try to contact you by Text Message or as otherwise set out in the 'Contacting you' section of these Conditions before we take a decision to decline authorisation of a Transaction or take any of the actions set out in this section. If we contact you by Text Message you may be asked to confirm a Transaction or a payment by sending us a Text Message in reply. It may not always be possible for us to contact you before we cancel, block or suspend your Card or decline a Transaction or take any other necessary steps but we will do our best to do so. This is done for your protection and we are not responsible for any loss or damage that might be caused as a result. You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing or preventing financial harm.

#### **The Account**

27. The amount of all Transactions will be debited to the Account reducing the Available Credit. The timing of the debit may vary and may depend on when we receive the Transaction details, for example when we receive such details from the Merchant or the Merchant's bank or, in the case of a cash withdrawal, when we receive details of the withdrawal.

#### **Transactions (also see Cash Withdrawals)**

28. Use of your Card is subject to Transaction and daily limits as set by us, which may vary from time to time. The Cardholder will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions including where such Transactions are effected by phone, Device, mail order, online, PIN, Security Details, signature, by use of a Safeguard System, by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are effected in breach of these Conditions. When a Transaction is authorised by your use of your PIN, any Security Details, Safeguard System or other authentication process, this will be regarded as evidence that the Transaction was authorised by you. You should therefore check the amount of every Transaction and that all other details and information relating to the Transaction are correct before you authorise it. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. We may be able to offer you a way to request us to block or limit

certain Transactions. Our contact details are set out in the 'Contacting us' section of these Conditions. When requested, if you are unable to provide your PIN, Security Details or complete any authentication process, we may decline to authorise the Transaction.

29. Once authorised, a Transaction cannot be subsequently revoked (whether or not a voucher is signed or PIN verified) as we guarantee payment. Where you have authorised a Merchant to set up a continuous payment instruction for a recurring Transaction (for example a magazine or TV service subscription) on your Account and you wish to cancel it, you can do so by contacting us up to the last Business Day before the payment is due to leave your Account. You should also give written cancellation notice to the Merchant and keep a copy of the letter. Your Card is automatically enrolled in a card updater service with the relevant Card Scheme (for example, Visa). This service allows a participating Merchant to access Card details through the Card Scheme so they can continue to process a Transaction, recurring or otherwise. As not all Merchants participate in this service, you should still notify each Merchant when your Card details or the status of your Account changes. If you don't, your Account may or may not still be charged. You are responsible for making sure the Merchant has your new Card details to process a Transaction. If you would like to opt out of the card updater service, please contact us using the details set out in the 'Contacting us' section of these Conditions.
30. You can use a Card and/or a Device to make a Contactless Transaction without using the Chip and PIN and/or Security Details. Information about Contactless Transactions (for example monetary limits) are available on our website at [www.aib.ie](http://www.aib.ie) or by contacting us as set out in the 'Contacting us' section of these Conditions. Subject to the 'Loss or misuse' section of these Conditions, when you use your Card and/or a Device for a Contactless Transaction, where possible, we will take it that the Transaction was authorised by you.
31. We may need to confirm it's you before an online Transaction can be authorised or your Card details can be stored securely online for future use. We'll do this by using a Safeguard System and may also use an authentication service. Your Card is automatically enrolled for a Safeguard System, however the Cardholder or Authorised User may need to register for an authentication service. This authentication service will require you to enter your Security Details to identify you, for example, using an AIB Banking App, or any other way made available by us. If we ask you to identify yourself and you can't or you don't follow the instructions for the Safeguard System or the authentication service, we will take it that your Transaction is not authorised and it will not go ahead. For this reason, it is important to ensure that the personal information we hold about the Cardholder and the Authorised User is up-to-date (for example your mobile phone number and email address). To find out more about this please go to [www.aib.ie/webshopping](http://www.aib.ie/webshopping)
32. Subject to the 'Loss or misuse' section of these Conditions, when a Funds Transfer is authorised by use of a passcode or any other authorisation procedure required as part of that service, the successful use of the passcode or procedure will be taken that the Transaction was authorised by you.
33. Non-euro Transactions will be converted to euro using the Card Scheme exchange rate. We have no control over when the Transaction is processed by the Card Scheme and when the exchange rate is applied. For most non-euro Transactions, the Card Scheme generally applies their exchange rate within a few days. More information on how and when these exchange rates apply is available on our website [www.aib.ie](http://www.aib.ie) For Transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate which is

made up of the Card Scheme exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website [www.aib.ie](http://www.aib.ie)

We may also be required by law to send you information electronically once you have completed a non-euro Transaction in the EEA in accordance with the "Contacting you" section.

In addition to the fees, charges (and interest, if applicable) referred to in Condition 53 you may also be charged a transaction fee by the local bank which processes the Transaction. For further information you can contact us using the details set out in the 'Contacting us' section of these Conditions or visit our website [www.aib.ie](http://www.aib.ie)

### Monthly Statements and Payment Arrangements

34. We will normally issue a Statement monthly to the Cardholder, on a date which we may decide, containing (a) details of all Transactions debited and credited to the Account since the previous Statement (or, in the case of the first Statement, since the opening of the Account), and (b) the Outstanding Balance (if any) at the date of the Statement, and (c) the date the minimum payment is due. If the Card application form allows you to select a date or date range for the Statement to be issued, and you specify a date or date range, then we will issue the Statement in accordance with your instruction.
35. If a Statement is not received for any month (for example, you move house and don't notify us of your new address), or if it cannot be produced or issued for any reason, your responsibilities under this Agreement still continue. You will be required to make the appropriate minimum payment for that month. If you have not received a Statement for any month, you can find out the minimum payment due, by using our online or telephone banking facilities or by contacting us as set out in the 'Contacting us' section of these Conditions.
36. The initial monthly payment will fall due within the period chosen on the Card application form following the first use of the Card. When setting up a direct debit to repay the Outstanding Balance, the Cardholder may select the minimum payment as any of the following percentages of the Outstanding Balance: 3%, 5%, 10%, 20%, 25%, 50% (subject to a minimum payment of EUR6.35 if greater) or 100%. The minimum payment for Cardholders who do not pay by direct debit or have not selected a minimum payment percentage will be calculated at 3% of the Outstanding Balance shown on your Statement or EUR6.35, whichever is the greater. If an Outstanding Balance is payable to us, the Cardholder must make at least the minimum payment each month by the payment due date displayed on the monthly Statement. The minimum payment is calculated from the Outstanding Balance on the Statement for that month. Other than when paying by direct debit, the Cardholder must ensure that the payment is made or sent to reach us to be credited to the Account not later than the payment due date (this is specified in your Statement). Any payment made will take effect when correctly received by us and credited to the Account. Personal Premier Visa Card holders must pay the Outstanding Balance shown on your Statement, in full and on the indicated payment due date. This payment will be made by us initiating a direct debit from the Cardholder's bank account on or immediately after the payment due date on the Statement.
37. The method of payment and cut off times by which you make payments to your Account are detailed below. The processing time differs depending on the payment method chosen. Payment value will be given on the Business Day the payment is received by us, or in the case of Instant Credit Transfers, on the Calendar Day on which the payment is received by us. The time taken for a payment to be processed may be extended by a further Business Day for paper-

initiated payments. Cheque payments are excluded from the payment timeline outlined below. A maximum amount applies to Instant Credit Transfers. Please contact us for more information. Temporary restrictions and interruptions in service are possible, during which your Account may not be available to receive an Instant Credit Transfer, for example due to planned maintenance or downtime. We will notify you of these periods.

| Method of Payment   | Timeframe   | Business Day Cut-off Times   |
|---|---|--|
| Cash payment, AIB account transfer, AIB Debit Card payment in AIB Branch (excluding Instant Credit Transfers) | Same Business Day   | Branch Closing Time  |
| Payments made via AIB Phone and Internet Banking or AIB in-branch Kiosk (excluding Instant Credit Transfers)  | Same Business Day   | 6pm  |
| Payments made in non-AIB institutions (excluding Instant Credit Transfers)                                    | Same Business Day when received by us   | Defined by each institution  |
| Incoming Instant Credit Transfer from non AIB institutions  | Available to use on the Calendar Day that the Instant Credit Transfer is received by us (subject to any refusal right of the Bank as set out in these Conditions) | Incoming Instant Credit Transfers can be received by us at any time on a Calendar Day* |

\*Instant Credit Transfers received after 6pm or on a Calendar Day that is not a Business Day may not be displayed on your Account until at least the next Business Day. However, the funds will be available for you to use on the Calendar Day received by us.

38. If the minimum payment is not paid by the cut off time on the payment due date, we may decline to authorise Transactions. The cut off time is 6pm. For the avoidance of doubt, Instant Credit Transfers received after 6pm will be regarded as having missed the cut off time on the payment due date.
39. We may grant, at our discretion, a payment holiday (a period when we may allow you to defer a payment or payments). Interest will continue to be charged under Conditions 56 to 59 and the period referred to in Condition 56 will not be extended.
40. The Cardholder must pay on demand, and in any case, on receiving the Statement:
- any outstanding excess over the Credit Limit;
  - any arrears; and
  - the amount of any Transaction made in breach of these Conditions.
41. (a) Should a payment be received by us from you more than 4 Business Days prior to the payment due date, or in circumstances where the Cardholder has either set up



a new direct debit or amended their direct debit bank account details and a payment is received more than 7 Business Days prior to the payment due date, the amount calculated for payment by direct debit will be reduced by this amount.

- (b) Payments received within 4 Business Days of the payment due date, or in circumstances where the Cardholder has either set up a new direct debit or amended their direct debit bank account details and those payments are received within 7 Business Days of the payment due date, will not reduce the amount collected by direct debit.

(c) The Cardholder must ensure that funds are available to meet all payments due on the Account.

42. Funds Transfers are generally treated as payments made to the Account and therefore, will be reflected in the current amount due for payment as required under Condition 36, unless the Merchant has initiated this as a refund.

43. We reserve the right to debit the Account by the amount of any unpaid item or any other amount which we are obliged to refund to a third party for any justifiable reason.

Where an incorrect amount is paid to or from your Card, we may make any adjustment necessary on your Account. We do not have to contact you to tell you beforehand. If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur.

Where a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or the operation of any clearing rules), we may reverse that payment without having to contact you about it.

Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any fees, charges or interest associated with doing this and we may take any amount you owe us from your Account.

44. Without affecting any other right of set off which we may have, if you have a credit balance on any other account with us (whether due or not and in any currency), we may use this credit balance to satisfy any sum due on the Account. We may or may not give prior notification to you where this is done.

45. The principal purpose of the Account is to provide you with access to credit. Although it is possible to operate the Account with a credit balance, at all times, we reserve the right to reject or return any Transactions which create or increase credit balances. For as long as there is a credit balance on your Account, this balance is repayable to you at your request to the extent permissible by law.

#### Electronic Statements (eStatements)

46. This section only applies to those customers who receive eStatements. You can find more information about your eStatements in the terms and conditions for AIB Phone and Internet Banking available on our website [www.aib.ie](http://www.aib.ie)

47. The format of an eStatement varies from a paper-based Statement and, in particular, you will not receive a 'bank giro' form.

48. We may at our discretion, at any time and for any reason (including arrears on the Account), suspend your access to eStatements during which time you will receive paper Statements via post. Such suspension may be caused by circumstances beyond our control.

#### Queries and Disputes

49. You should carefully examine all Statements and any other Account information received or accessed by you and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details online on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately.

50. Where you have authorised a Transaction and something has

gone wrong, through no fault of ours, for example, goods are not received, we may be able to seek a refund for this Transaction on your behalf. We will have limited time to dispute this with the Merchant, so we ask you to let us know within 60 days of the Transaction. We may also need you to supply supporting information and/or documents that will support your dispute. There is no guarantee that we can get your money back. While we may be able to seek a refund, we are not responsible for any goods and/or services that you purchase with your Card from any Merchant and we have no responsibility to deal with any Merchant on your behalf in connection with any disputed Transaction. Our contact details are set out in the 'Contacting us' section of these Conditions.

51. (a) You must notify us without undue delay on becoming aware of any unauthorised Transaction on your Account. Where you are not liable under Condition 23 and you notify us without undue delay, we will usually refund you the amount of any unauthorised Transaction and restore your Account to the state it would have been in had the unauthorised Transaction not taken place. Please see the 'Loss or misuse' section of these Conditions for further details on when we will not refund you for an unauthorised Transaction.

We will normally say that there has been undue delay to notify us if you fail to do so within 60 days of the date of the unauthorised Transaction being debited to your Account. In any event, a failure to notify us within 13 months of the date of the unauthorised Transaction will always be undue delay.

- (b) Where the Payer's bank and the Payee's bank are both located in the EEA and you contact us within 8 weeks from when the funds are debited, we will refund you within 10 Business Days of your request, where you can show us that:

(i) your authorisation did not specify the exact amount of the Transaction when the authorisation was made; and  
(ii) the amount of the Transaction exceeded the amount that you could reasonably have expected taking into account your previous spending pattern.

If you make a claim for such a refund you must provide to us all relevant information requested by us. For the purpose of computing the 10 Business Day period referred to within this Condition your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund, we will advise you of our reasons. If you are not satisfied with our reasons, you may make a complaint in accordance with the complaints procedures detailed in the 'Complaints' section. For the avoidance of doubt, you have no right of refund under this Condition where you have given us direct permission to carry out the Transaction, and where applicable, where the information on the future Transaction was provided or made available to you at least 4 weeks before the Transaction.

- (c) Where the Payer's bank and the Payee's bank are both located in the EEA and where a Transaction was not executed by us or was incorrectly executed by us, or late executed by us, we will refund you and where applicable restore your Account to the position it would have been in had the non-executed or incorrectly executed or late executed Transaction not taken place provided:

(i) you tell us without undue delay (see Condition 51 (a) above for more information on what we mean by undue delay) on your part of an incorrectly executed or non-executed or late executed Transaction; and

(ii) none of the events detailed in Condition 88 prevented us from making the Transaction.

Regardless of the issue of liability, where you notify us of an incorrectly executed Transaction we will make immediate efforts to trace the defective Transaction. If as a result of our investigation we establish that the

Transaction was correctly executed, we reserve the right to charge your Account with our relevant charges, fees and interest.

52. Where the Payee's bank is located outside the EEA and you wish to dispute a Transaction you must notify us immediately or at least within 60 days of the Transaction being debited to your Account.

You have no right of refund if:

- (a) you have given your consent to execute the Transaction directly to the payment service provider; and
- (b) where applicable, information on the future Transaction was provided or made available to you at least 4 weeks before the due date by the payment service provider or by the Payee.

### Fees, Charges and Interest

53. All fees, charges and interest payable in connection with the Account will be the Cardholder's liability and will be debited to the Account in accordance with the following arrangements:
- all fees payable on the Account are outlined in our schedule of fees and charges relevant to your Account type for the time being in force, as detailed in the fees and charges booklets available on our website [www.aib.ie](http://www.aib.ie) or in branches or by contacting us as set out in the 'Contacting us' section of these Conditions; and
  - all stamp duties and government levies payable in respect of the Account are your liability and will be collected by us by debit of the Account. Should you close your Account before the date of collection all these amounts owing by you will be debited at closure and be payable by you. In addition, you may also be subject to fees and charges related to the use of a Digital Wallet or other services connected to the use of your Card under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.
54. Where a Card is used to obtain a cash advance, a cash advance fee will apply as notified to you from time to time in the schedule of fees and charges relevant to your Account type for the time being in force. In all cases, the cash advance fee will be debited to the Account on the date of the cash advance and will appear in your next Statement.
55. Separate charges may be incurred and debited to the Account and will be advised to you from time to time. These can be in respect of late payments, returned payments, copy Statements, copy vouchers or operating in excess of your Credit Limit. These charges will be advised to you in writing on the opening of the Account and will be published in our schedule of fees and charges relevant to your Account type for the time being in force. We will ensure that the charges conform to any scale or amounts that may be set under any law, regulation or other order. We may, from time to time, make changes to and/or introduce new fees, charges and interest rates. How and when we will make any such changes is set out in the 'Variation of the Agreement' section.

### Interest

56. Interest will not be charged if you pay the full Outstanding Balance shown on your current Statement by the payment due date shown on the Statement and additionally you have paid the full Outstanding Balance shown on your previous Statement by the payment due date shown on that Statement. The interest rate for purchases and cash advances being applied to an Account will be notified to you on the Statement. We calculate interest using the interest rate as at the date of your Statement, and interest is calculated using the average daily balance since the date of your previous Statement.
57. If the full Outstanding Balance shown on your Statement is not repaid by the payment due date shown on your Statement, interest is charged on the full balance from the

date the Transaction was debited to the Account, as shown on your Statement, until full repayment is credited to the Account. Interest on Balance Transfer transactions will be charged from the date the transaction was debited to the Account until full repayment is made.

58. Subject to Condition 56 above, interest will be payable on all amounts owing to us on the Account. Interest will accrue on a daily basis at the current rate advised to you (which is a variable rate). Where a demand has been made or judgment sought for amounts you owe to us, interest will continue to accrue. Interest will be charged to the Account monthly. In respect of Transactions, interest will accrue and be charged from the date it is debited to your Account (this appears on your Statement as the posting date) to the date full payment is received and credited to the Account. Where a part payment is made, interest will continue to accrue and be charged on the remaining balance up to and including the date of the next Statement, when the interest for the period will be debited to the Account. 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.
59. Payments received will be deducted from the opening balances on the Account in the following order based on the portion of the balance representing:
- interest;
  - fees from previous Statement;
  - cash advances (including cash from a Cash Machine) from previous Statement; and
  - purchases from previous Statements.
- The remainder (if any) will be applied to Transactions on the current Statement in the following order:
- fees;
  - cash advances;
  - purchases and Balance Transfers; and
  - any other promotional offers.

### Annual Percentage Rate of Charge

60. The annual percentage rate of charge (APR) applied to the Account is designed to measure the total cost of credit to the Cardholder and will be advised to the Cardholder on the opening of the Account.
- Any variation in the purchase interest rate will result in a change in the APR. We will only vary the purchase interest rate (and consequently the APR) in accordance with the Variation of the Agreement section.
61. **This Condition is applicable to the AIB 'be' credit card only.**

**Additional Administrative Fees** means the fees which may be incurred by the Cardholder as set out in Condition 62.

**Assessment Period** means a period of up to twelve consecutive months during which the performance of the Account is reviewed in accordance with this condition.

We offer new Cardholders an introductory interest rate for the first 12 months after opening the Account.

We also offer regular users who meet certain conditions a lower purchase interest rate. Cardholders whose spending volumes are sufficiently high and who do not incur two or more Additional Administrative Fees during an Assessment Period will be charged the lower purchase interest rate. Other Cardholders will be charged the higher purchase interest rate.

Details of the introductory interest rate, lower purchase interest rate and higher purchase interest rate for the Card are available in the Standard European Consumer Credit Information Form provided prior to Account opening and available on our website [www.aib.ie](http://www.aib.ie) or in branches or by contacting us as set out in the 'Contacting us' section of these

Conditions.

The purchase interest rate applying to purchases on an Account will be determined in accordance with the following rules:

#### New Cardholders

**Rule 1:** The introductory purchase interest rate will apply for the first 12 months to Accounts of new Cardholders only. At the end of that 12 months the purchase interest rate that will apply will be determined as follows:

- (a) If after the first 12 months:
- the total amount of purchases made equals or exceeds EUR5,000 (or such other amount as we may notify Cardholders from time to time), and
  - less than two Additional Administrative Fees were incurred during the first 12 months,
- the purchase interest rate will change to the lower purchase interest rate.
- (b) If the requirements above are not satisfied for the first 12 month period, the purchase interest rate will change to the higher purchase interest rate. After the first 12 months, a new Assessment Period will commence and the Additional Administrative Fee counter will revert to zero. The Account will then be reviewed on a monthly basis and the rules for determining the purchase interest rate for Existing Cardholders (set out below) will apply.

#### Existing Cardholders

**Rule 2:** For the Accounts of existing AIB Cardholders (i.e., all Cardholders other than those entitled to the introductory purchase interest rate) the higher purchase interest rate will apply (unless you satisfy the conditions for the lower purchase interest rate to apply). The Account and the applicable purchase interest rate will be assessed on a monthly basis as follows:

- (a) If during an Assessment Period a customer incurs two Additional Administrative Fees before the end of the Assessment Period, the Additional Administrative Fee counter will revert to zero and a new Assessment Period will commence. The higher purchase interest rate will apply to the Account until the Account qualifies for the lower purchase interest rate in accordance with Rule 2(b).
- (b) If for an Assessment Period:
- less than two Additional Administrative Fees were incurred during the Assessment Period; and
  - the total amount of purchases made in that Assessment Period equals or exceeds EUR5,000 (or such other amount as we may notify Cardholders from time to time),
- the Additional Administrative Fee counter will revert to zero, and a new Assessment Period will commence. The Account will also qualify for the lower purchase interest rate until the end of the next Assessment Period (when it will be assessed again in accordance with this rule 2(b)), or until two Additional Administrative Fees are incurred (when rule 2 (a) will apply), whichever is sooner. If the requirements for the lower purchase interest rate to apply are not satisfied at any time, then the higher purchase interest rate will apply until the end of the next Assessment Period.

**Rule 3:** Balance Transfers will be subject to interest charges in the same way as other outstanding balances. The total sum of Balance Transfers must not exceed EUR5,000.

**Rule 4:** All Balance Transfers, up to a maximum of EUR5,000, will be included in the total amount of purchases during the Assessment Period of the Balance Transfer.

**Rule 5:** The interest rate for cash advances will be different and will be notified on the Statement.

Amendments made, as a result of the application of the above Rules, to the interest rate for purchases will be notified to the

Cardholder on the monthly Statement issued immediately following the effective date of the change.

**This Condition is applicable to the AIB 'be' credit card only.**

62. Additional Administrative Fees are incurred in the event of:
- a late payment;
  - a returned payment; or
  - the first time your Outstanding Balance exceeds your Credit Limit in each statement period.

Further details of these additional administrative fees are set out in the Standard European Consumer Credit Information Form provided prior to Account opening and available on our website [www.aib.ie](http://www.aib.ie) or in branches or by contacting us as set out in the 'Contacting us' section of these Conditions.

#### Issuing Cards (new and replacement)

63. New Cards may be issued by us to you from time to time without the need for further application. Before you use your new Card, we may require you to activate it. If required, we will send you details on how to do this with the Card. If a Card is reported lost, stolen, misused, or its safety has or may have been compromised we can refuse to issue a new Card if:

- the Cardholder has requested in writing, not less than 30 days before the renewal date on the current Card, that we do not issue any new Card(s); or
- we have decided (in accordance with Condition 66) not to issue a renewal or replacement Card.

#### Ending the Agreement

64. The Agreement shall continue until ended by either the Cardholder or us. The Cardholder may at any time end the Agreement by giving notice by contacting us, as set out in the 'Contacting us' section of these Conditions, and, paying any Outstanding Balance as well as all outstanding Transactions, fees, charges, all stamp duties and government levies and any accrued but unpaid interest, if not included in the Outstanding Balance at the time the Agreement is ended.
65. We can cancel any Card or end this Agreement on providing you with two months' notice (or shorter notice period if permitted by law).
66. Without any liability to you, we are also entitled to immediately temporarily or permanently block, suspend and/or cancel any Card and/or refuse to issue, renew or replace any Card and/or end this Agreement, if:
- a) you are in breach of this Agreement or any other agreement with us;
  - b) you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors or you are subject to a debt resolution mechanism (or similar) under the Personal Insolvency Act 2012 (as amended, repealed or supplemented from time to time) or similar legislation or you are the subject of any other insolvency event/arrangement;
  - c) any form of attachment order is made against you;
  - d) judgment is obtained against you and remains unpaid for a period of fourteen days from the date of such judgment;
  - e) you are no longer, in our opinion, able to manage your financial affairs or are unlikely to be able to pay your debts as they fall due;
  - f) you die;
  - g) it becomes unlawful for you to continue to have a Card;
  - h) we must do so in order to comply with any law, regulation or direction from a relevant authority or court;
  - i) you use (or allow someone else to use) your Card and/or Account for any unlawful purpose or if we suspect this to be the case;
  - j) you commit or attempt to commit fraud against us or



some other person or entity or there is a reasonable suspicion of unauthorised or fraudulent activity on a Card or the Account;

- k) you have failed security checks in a manner that we deem unacceptable;
- l) a Card has become inactive noting we would normally consider a Card inactive if it has not been used for 12 months;
- m) if you fail to make any payment when it falls due;
- n) for any reason this Agreement becomes unenforceable or void;
- o) on a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest; or
- p) any representation, warranty or statement made by you in connection with the Agreement is breached or is or becomes, in our opinion, untrue in any material respect or you provide us with false or misleading information at any time.

Where your Agreement is ended or a Card is cancelled, blocked or suspended in any of the above circumstances, we will endeavour to give you advance notice of such action unless we are prevented from doing so by law or it would not be practicable to do so. If such is the case, we will inform you as soon as possible after.

- 67. Once the Agreement is ended or a Card is cancelled:
  - a) you must cut all physical Cards in two (through the signature box, magnetic strip and chip) delete or deregister all related Digital Cards; and
  - b) you must cancel any Transaction (whether or not it is a recurring Transaction) due to be made to or from the Account (for example, to utility or insurance companies). If you do not do so, you will be responsible for any amount owing.
- 68. If this Agreement is ended you will remain liable for all Transactions and must pay in full the Outstanding Balance on the date the Agreement is ended as well as: all outstanding Transactions, fees and charges, all stamp duties and government levies and any accrued but unpaid interest.
- 69. If there are recurring Transactions on the Account and you do not cancel them with the relevant Merchants, then they may continue to be charged to the Account after the Agreement has ended. You will be responsible for any amount owing as a result of this. You need to contact the Merchant to stop these transactions.
- 70. We may be required to publish the suspension or cancellation of any Card.
- 71. If you make, or a notification is made under Condition 19 or 20 or if the Agreement is ended, we may request a Merchant or other person to retain any Card or cancel any Card by cutting it in two (through the signature box, magnetic strip and Chip) and returning it to us. You must still delete or deregister all related Digital Cards.
- 72. On the death or legal disability of the Cardholder, the Outstanding Balance on the Account and all outstanding Transactions, fees and charges, all stamp duties and government levies and any accrued but unpaid interest will become a liability of the estate of the Cardholder and all physical Cards must be cut in two (through the signature box, magnetic strip and Chip). Any related Digital Cards must be deleted or deregistered. Until all money owed to us is paid, any further interest that accrues and/or fees or charges which are applied will also become a liability of the estate of the Cardholder. If there are recurring Transactions on this Account, they may continue to be applied to the Account and will also become a liability of the estate of the Cardholder. Recurring Transactions need to be cancelled by the estate. This can be done by contacting the Merchant.
- 73. We may discontinue offering or supporting any Digital Card

or stop offering or participating in any Digital Wallet services or facilities. We will do this in accordance with the 'Variation of the Agreement' section of this Agreement, which explains what reasons may cause us to make a change. We will inform you of the change with reasonable notice (though this may not be possible in limited circumstances where the reason for the change is outside of our control).

#### Assignment

- 74. We may assign, novate or otherwise transfer all or any of our rights, benefits and/or obligations under the Agreement to any natural or legal person at any time and without notice to you. You shall enter into all documentation specified by us to be necessary or desirable to give effect to such assignment, novation or transfer at our expense.

#### Refunds

- 75. If a Merchant initiates a refund, we will only credit the Account with the amount due upon receipt of the refund amount from the Merchant and, unless so credited (but subject to any rights conferred on you by law), the Account will be payable in full. Refunds are not treated as payments made to the Account and therefore will not be reflected in the current amount due for settlement as required under Condition 36. The amount due must be settled in the normal manner and any refund received will be recognised and taken into account in the following Statement.

#### Third Party Agreements

- 76. Third parties providing applications or services in connection with the use of your Card(s), Digital Cards and/or Digital Wallet (for example, a mobile phone provider or app provider) may have their own agreements, including in relation to fees which you are subject to in relation to your use of your Card(s), Digital Card and/or Digital Wallet (the "Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before you sign up to the relevant application or service and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Third Party Agreements nor any other applications or services which are provided by third parties in connection with the use of your Card(s), Digital Cards and/or the Digital Wallet, including any fees or charges which may be levied to you by third parties in connection with your use of their applications or services.

#### General

- 77. The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic recording (even if such electronic records were originally held by us in paper form) or otherwise, may, in the absence of provable or obvious error, be retained, produced and relied on by us as evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.
- 78. We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Card through our online banking services, you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.
- 79. We are not obliged to grant or continue any additional facility or benefit made available to you which is not specified in the Agreement.
- 80. We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff.
- 81. We will access, process and retain personal information about you, your Card and any payment instruction we receive in respect of your Card, in order to provide our services.

#### Variation of the Agreement

- 82. Your Agreement with us is for an indefinite period and may

last a long time. We may need to change the terms of the Agreement from time to time. In this Condition we set out various reasons why we may make changes. However, we can make changes for other reasons which are not set out in this Condition if these are reasonable.

We can make changes to the Agreement if we have a valid reason. Such changes include:

- Changes to interest rates, by increasing or decreasing our rates, or introducing new interest rates;
- Changes to fees and charges. These include removing fees and charges, or adding new fees and charges;
- Changes to other terms of this Agreement. This includes changes to any additional benefits.

The table below explains what valid reasons may cause us to make a change, and what we can change in the Agreement as a result.

| Reason for the change  | We can change |                  |             |
|--|---------------|------------------|-------------|
|  | Interest rate | Fees and charges | Other terms |
| Changes to our cost of funds, and changes in our operational costs including staff, administration and infrastructure costs  | ✓             | ✓                | ✓           |
| Changes in the costs charged to us by other providers for providing services relating to the Account including a change we reasonably expect will happen   | ✓             | ✓                | ✓           |
| Changes in the amount or type of "capital" we have to hold, including a change we reasonably expect will happen. "Capital" refers to the amount we have to hold in reserve, to comply with legal and regulatory requirements | ✓             | ✓                | ✓           |
| Changes in how we assess our risk in lending to you  | ✓             | ✓                | ✓           |
| Changes in our technology, systems and/or processes, or the costs we incur in maintaining or updating these including a change we reasonably expect will happen  | ✓             | ✓                | ✓           |
| We reasonably believe we should change the way we charge for our products and services, for example to make them more straightforward, or to reflect how our customers use products and services                             | ✓             | ✓                | ✓           |
| A change in an existing service  | ✓             | ✓                | ✓           |
| Introducing a new service, or a new way for you to bank with us (including where we will charge for this)  | ✓             | ✓                | ✓           |
| Withdrawing a service, or changing its features (for example, if we withdraw or change the card we give you, or we stop your card from being stored in an electronic wallet)   | ✓             | ✓                | ✓           |
| Moving you to a different account because you are no longer eligible for your existing Account, or we are withdrawing the Account  | ✓             | ✓                | ✓           |

|   |   |   |   |
|---|---|---|---|
| Changes in laws, regulations, any codes or other duties that are binding on us including a change we reasonably expect will happen  | ✓ | ✓ | ✓ |
| Changes in industry guidance or good practice, which we are used to following including a change we reasonably expect will happen   | ✓ | ✓ | ✓ |
| Instructions from a court, ombudsman, regulator, government agency or law enforcement agency  | ✓ | ✓ | ✓ |
| Changes in our organisation, our business model, or how we do business  | ✓ | ✓ | ✓ |
| Changes in the market (e.g., as a result of new entrants, actions by our competitors or changing customer preferences) and the general economic climate, which mean we need to make changes to make sure our business is run effectively, efficiently and prudently | ✓ | ✓ | ✓ |
| A change which we reasonably believe is for your benefit  | ✓ | ✓ | ✓ |
| To make the Agreement fairer, or correct any errors or clarify anything we have said  | ✓ | ✓ | ✓ |

Please remember that we can make changes for any other valid reasons which are not set out in this section, provided we give you reasonable notice and you are free to cancel your Card(s) and end this Agreement.

#### When we make changes to this Agreement

- Unless there are circumstances where we may give you shorter notice (please see under the 'Are there any exceptions?' heading below for examples), or law or regulations requires us to give you more notice, we will usually tell you about a change to this Agreement at least two months in advance of the change.
- If you don't want to accept the change, you can cancel your Card and end this Agreement before the change happens. You can do this by contacting us as set out in the 'Contacting us' section of these Conditions. If you do so, you will not be charged any extra fees, charges or interest for cancelling your Card. However, you will need to pay all sums outstanding in connection with your Card and/or the Account. This includes the amount of any fees, charges or government duty that you already owe and any accrued interest, which has not yet been added to the Account. Please see the 'Ending the Agreement' section of these Conditions for more information on how to cancel the Card(s) and end this Agreement. If you do not cancel your Card and complete all other necessary steps to end this Agreement before the date on which the change comes into effect, the change will apply to you.
- Unless we are required by law or regulation to tell you about any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our branches).

#### Are there any exceptions?

- There are certain circumstances where we may give you shorter notice than outlined above, or where we will not tell you about changes, or we will tell you about the changes

after we make them. We will only do this if we have a valid reason. Examples of valid reasons are:

- a) the change is in your favour (for example, if we reduce fees and charges on your Card);
- b) the change is required under law or regulation by a particular date, and there isn't time to give you notice;
- c) the change is to introduce a new product or service that you can use in relation to your Card;
- d) the change has no impact on the operation of your Card or your Account (for example, we make a change to a term we use to describe something in this Agreement); or
- e) the change relates to certain benefits that may apply to your Card. In this case, these benefits will generally have their own terms and conditions and be subject to certain eligibility criteria. Subject to the remainder of this Condition, we will normally only change or withdraw a benefit that may apply to your Card or your Account with shorter notice, or without notice, if you have not availed of the benefit and accepted any applicable terms and conditions.

If you have availed of a benefit on your Card or the Account and we are changing or withdrawing it, we will try to give you prior notice of this in accordance with the 'When we make changes to this Agreement' section.

However, if the benefit that is changing or being withdrawn is supported by a third party that ceases to support us in providing these benefits sooner than two months, we will inform you as soon as we became aware that we can no longer provide the benefits to you.

Details of these benefits are not included in this Agreement and more information about them is available on our website [www.aib.ie](http://www.aib.ie)

On receiving such notification and if you're not happy to accept the change, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 84.

#### Waiver

87. If we do not enforce any Condition of this Agreement, or we delay in enforcing it, this will not prevent us from enforcing the Condition retrospectively at a later date and will not constitute a waiver of that Condition.

#### Liability

88. We take our responsibilities very seriously and are committed to satisfying our obligations to you. We will usually be responsible to you if you suffer loss because we have not done what we said we would do under this Agreement. However, our responsibilities are not absolute, and we will not be in breach of this Agreement if we do not provide the services considered by this Agreement, or if there is an interruption to the provision of the services, as a result of:

- a) you do not comply with this Agreement, any other agreement with us or any Third Party Agreement which relates to your Account;
- b) any act or omission of any third party including where any third party (other than a third party appointed by us) refuses to accept, or delays the acceptance of a Card, PIN or Security Details
- c) we do not act on instructions from you or a person authorised to act on your behalf where we reasonably suspect any fraudulent or improper activity on your part or on the part of any third party;
- d) where you have acted fraudulently or with gross negligence;
- e) if any of the details you gave us were wrong or insufficient;
- f) unforeseeable or unavoidable circumstances beyond our reasonable control, which meant despite our reasonable efforts we couldn't follow this Agreement. Examples of such circumstances include: acts of God, fire, acts

of government, war, civil commotion, insurrection, embargo, epidemic or pandemic, break-downs in infrastructure or equipment (such as technology, software, telecommunication or energy systems and equipment), failure of any payment, settlement, clearance system or Safeguard System, or other third party systems that we rely on to provide our banking services, labour disputes, or the acts or omissions of any other third party;

- g) us complying with any law, regulation, code or other duty which is binding on us, or us complying with the instructions of a court, ombudsman, regulator or law enforcement agency;
  - h) if we must close, block or suspend your Card and/or Account for any of the reasons set out in this Agreement (including those set out in the 'Ending the Agreement' section of these Conditions); and/or
  - i) us offering and you availing of any service to block or limit certain Transactions (for example, a block or limit on gambling transactions), and it was not possible for us to recognise that a particular Transaction was the type you requested to be blocked or limited.
89. We shall not be in breach of this Agreement due to the failure of third party providers of additional facilities and benefits to perform their duties and obligations (other than third parties appointed by us).
90. Nothing in this section will stop us being responsible for your loss, if:
- a) we act fraudulently, with negligence or such loss is a result of our wilful misconduct; or
  - b) law or regulation does not allow us to exclude or limit liability.

#### Your responsibility to us

91. It is important that you are aware that you also have responsibilities. By using your Card, you agree that:
- a) you will comply with your obligations under this Agreement;
  - b) you, as the Cardholder, are liable to pay all amounts owing on the Card or your Account, even if you do not comply with the terms of this Agreement or your Card or Account is closed or suspended.

If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account.

#### No breach for refusal or for goods or services

92. We will not be in breach of this Agreement if we do not provide the services considered by this Agreement, or if there is an interruption to the provision of the services due to any person, supplier, Merchant or third party (other than a third party appointed by us) refusing to accept or honour, or delaying the acceptance or honouring of any Card, PIN or Security Details, or any other code allotted to you by us and/or subsequently chosen by you, or due to the way in which any such refusal or delay is communicated to you or is otherwise published.
93. We accept no responsibility in connection with any goods and/or services paid for by a Card.

#### Severance

94. If any part of this Agreement or its application to any person or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction in any respect, the rest of this Agreement and its application to any person or circumstances will not be impacted or affected and it shall continue to bind both you and us.

#### Consumer Rights

95. Nothing in this Agreement shall affect your statutory rights

under applicable consumer rights law, consumer credit law or any regulations made in connection with these laws. In particular, nothing in this Agreement is intended to exclude or restrict any legal obligations we have to you under Part 4 of the Consumer Rights Act 2022. In the event of any conflict between this Agreement and such rights, your statutory rights shall prevail.

### Governing Law and Jurisdiction

96. Subject to the rest of this 'Governing law and jurisdiction' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland. Any dispute about or in connection with this Agreement will be dealt with by the courts of Ireland. As you are a consumer, the jurisdiction of the Irish courts will be non-exclusive in relation to any dispute or claim arising out of or in connection with this Agreement, and nothing in this 'Governing Law and Jurisdiction' section will affect your right to defend proceedings or take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live.

This Condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.

### Copy Agreement and Larger Version

97. You can obtain a copy of these Conditions (including a version in larger print) and all other documents which make up the Agreement by contacting us. Our contact details are set out in the 'Contacting us' section of these Conditions.

### Language

98. These Conditions and all information and communication with you will be in English.

### Complaints

99. If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.
- If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into and makes a decision on, the complaints of personal and some small business customers.
- You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.
- You'll find more about the steps we take to try to solve your complaint in our complaints brochure, which is available in any of our branches or on our website.

### Contacting us

100. At the date of issue of these Conditions 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. Our address is:  
AIB Card Issuing  
PO Box 708  
Co Dublin  
For lost, stolen or misused Cards telephone us, 24 hours a day, at:  
**1800 24 22 27** or (from outside Ireland) **353 1 2695022**.  
If you are abroad, you can contact Visa Global Assistance free of charge, as that name be updated or change from time to time. Please see <https://aib.ie/contact-details> for their contact details.  
For all other queries telephone us at: **(01)-6685500** or

(from outside Ireland) **00 353 1 6685500**.

If we contact you by Text Message in accordance with Condition 26 you may reply to the Text Message.

101. Access to your Account by telephone and online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.
102. If you are posting your application to us please place it in an envelope addressed as follows: AIB Card Issuing, FREEPOST, PO Box 708, Co. Dublin.

Contacting you

103. Subject to applicable law we may contact you in person, by phone (including Text Message or push notification), by post, by hand delivery, by fax, by email or online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means. If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account we will contact you as soon as possible by text, over the phone or in writing.
- We will never ask you for your personal banking details (for example account numbers, PIN and/or other Security Details) by letter or email. 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, but we will never ask you to make payments from your Account to any other account or ask you for your PIN.

In order to ensure that we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.

### Data protection

104. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branches and online. It may change from time to time.

### Condition 105 APPLIES ONLY IN RELATION TO THE PLATINUM CREDIT CARD

#### Cashback Awards

105. An award of 0.5% of the amount of all purchase transactions will be credited to the Account on the monthly Statement by us subject to the following:
- Awards will be paid on total aggregate purchase spend above EUR5,000 and up to EUR50,000 in each 12-month period. This means that the payment of the award will not commence until you have reached the minimum required aggregate purchase spend of EUR5,000.
  - No award will be payable in respect of:
    - Cash advances
    - Balance Transfers
    - Fees
    - Interest
    - Refunds
    - Funds Transfers received
    - The first EUR5,000 purchase spend in the 12-month period
    - Purchase spend greater than EUR50,000 in the 12-month period
    - Any spending in a month where your Account is two or more payment cycles overdue
- All of these amounts are excluded in the calculation of the award.
- If you receive a refund for a purchase after we have given you your award payment (and we had included that

purchase in calculating the value of your award) we will take the refund into account when calculating the value of your next award payment.

- The maximum award for each 12-month period is EUR225.
- Where a payment is made against an Account overdue for two or more payment cycles, calculation and payment of awards will resume after the payment has been credited to the Account.
- No award will be paid in any 1-month period in which the Agreement is ended by either party; if, in Ireland, or any other jurisdiction, bankruptcy proceedings have been started against you, you enter into a voluntary arrangement with your creditors, you are subject to a debt resolution mechanism (or similar), or if you and/or any Authorised User have committed a fraud on the Account.
- We may change the percentage of the award given and make other changes to or withdraw the award scheme by giving you notice in accordance with the 'Variation of the Agreement' section of these Conditions.

**BROWN THOMAS**  
ENCORE REWARDS™