



# Allied Irish Bank (GB) Visa Business Card and Visa Business Gold Card

Terms and Conditions of use effective from 22nd September 2022



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

**'Account'** means the Visa Business Card / Visa Business Gold Card Account in the name of the customer which the Authorised Users operate by using their Card.

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

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

**'Authorised User'** refers to a person, nominated by you as an Authorised User, whom you have given permission to use your Account.

**'Banking App'** means any application provided by us 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 or such other uses as we may designate from time to time.

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

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

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

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

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

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

**'Credit Limit'** means the maximum debit balance permitted on an Authorised User's Card.

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

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

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

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

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

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

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

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

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

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

**'Our Branch'** means any Allied Irish Bank (GB) Branch.

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

**'Payee'** means the owner of an account to which a payment is to be credited.

**'Payer'** means the owner of an account from which a payment is to be debited.

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

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

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

**'Principal Cardholder'** means a body corporate, a partnership, other unincorporated body, or an individual(s) in

whose name an Account is maintained and who is Liable under this Agreement.

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

**'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)).

**'Transaction'** means any Cash Advance or other payment an Authorised User makes using their Card, Card Number, PIN, or any other service they get with their Card including through the use of a Digital Wallet.

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

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

**'you', 'your' and 'customer'** refer to the Companies/Incorporated Society or Sole Trader/Partnership in whose name the Visa Business Card / Visa Business Gold Card Account is held and who is Liable under this Agreement.

**'Website'** refers to our internet site, aibgb.co.uk

## General Information

### About Us:

The AIB logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the FCA Register (registration number 122088).

### Contacting Us:

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

Our address is:

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

For lost, stolen or misused Cards telephone us, 24 hours a day, at:

**freephone 0800 0391 142 or 00 44 28 9033 0099**

For all other queries telephone us at:  
**00 44 28 9023 6644**

### Contacting You:

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

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

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

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

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

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

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

### Complaints

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

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

- Your name, address, Sort Code and Account Number.
- A summary of your complaint.
- If feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be

resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephones: 0800 023 4567

00 44 20 7964 1000 (for calls from outside the UK)

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

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

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

### About our Credit Cards:

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

#### 1 Looking after Cards, PIN and other Security Details

- 1.1 You must only use your Card in accordance with the terms of this Agreement.
- 1.2 Your PIN will be sent in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. You may also change it at any Cash Machine belonging to the major banks in the UK. Do not choose a PIN that is easy for someone else to guess (such as your date of birth or 1234). You must never tell anyone your PIN or Security Details. You should never write down or record your PIN

on your Card (or anything you would normally keep with or near it) in any way which might be recognised as a PIN, or give someone else access to a Device you keep your details on.

- 1.3 Authorised Users should sign their Card as soon as they receive it. They should take all reasonable steps to keep their Card and Device safe and their PIN and other Security Details secret at all times. The Principal Cardholder should tell us immediately if they change their name, phone number or address. Cards remain our property at all times.
- 1.4 Authorised Users must not let anybody else use their Card, Device, PIN, Security Details or any other code allocated to them by us or chosen by them.
- 1.5 Authorised Users must not tell anyone their Card Number, except when carrying out a Transaction or to register or activate the Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If they want to, they can register their Card and its number (but not their PIN, Security Details or any other code allocated to them by us or chosen by them) with a recognised card protection company.
- 1.6 You or an Authorised User must not give their Device to other people or allow others to use it as they may be able to access or use their Digital Card or Banking App.
- 1.7 Before you or an Authorised User replaces or disposes of a Device, they must ensure they delete any Digital Wallet or Banking App from that Device. They should also immediately delete any information such as a text message sent or received by them in connection with their Card or Account. They must not have any reference(s) to or details of their PIN or any Security Details on their Device.

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

- 2.1 If you or an Authorised User think someone else knows their PIN, Security Details or any other code allocated to you by us or chosen by you or the Authorised User or if any Card or Device is lost, stolen or likely to be misused, or compromised in any way, you or the Authorised User must tell us immediately. Call us, on the number noted in the 'Contacting Us' section.
- 2.2 We will accept notice from a card protection company if you or an Authorised User have a Card registered with them or from Visa, if your Card, PIN or Security Details has been lost, stolen or is likely to be misused.
- 2.3 You will not be Liable for losses resulting from use of the Card (other than where the Card was used by an Authorised User) after you have reported the Card lost, stolen or misused to us in accordance with clause 2.1 above. Subject to clauses 2.4 and 2.5, we will bear the full losses in the following circumstances:
- in the event of misuse when we have sent the Card to you or an Authorised User and you or the Authorised User do not receive it;
  - in the event of unauthorised Transactions after we have had effective notification that a Card or Device has been lost, stolen or that someone else knows or may know the PIN, Security Details or other security information; or
  - if someone else uses your Card details without your permission and the Card has not been lost or stolen.
- 2.4 You will be responsible for all losses incurred where the Card has been used by a person who acquired possession of or uses it with your or any other Authorised User's

knowledge or permission.

You will not be responsible for any losses incurred:

- before you received the Card;
  - after notice under Conditions 2.1 to 2.2; or
  - where the Card was used to make purchases online or telephone or mail order, with some limited exceptions, unless by someone acting or to be treated as acting with your permission.
- 2.5 To the extent permitted by law and except as otherwise set out in these Terms and Conditions of use we shall only be Liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be Liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be Liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. This clause does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised Transactions or incorrectly executed Transactions (for example, instructions not followed correctly or Transactions not carried out properly).
- 2.6 If there is an unauthorised Transaction on an Account, you and any other Authorised Users must co-operate with us, and if applicable the police, in any investigations. You and any other Authorised Users must give us all the information you or they have regarding the circumstances of the lost, stolen or misused Card or Account or the

disclosure of the PIN or other Security Details. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN or Security Details have been disclosed, we can give the police any information they think is relevant.

If we can show that you or any Authorised User has acted fraudulently in relation to a transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and charges.

- 2.7 Once a Card has been reported lost, stolen or likely to be misused, it cannot be used again. If found, it must be destroyed by cutting through the Chip.

## 3 Use of a Card

- 3.1 Any Credit Limit on the Account will be set by us. We may vary this limit at any time. You may tell us, at any time, that you want to reduce your limit or the limit of an Authorised User. If you ask us to increase your limit or the limit of an Authorised User, this shall be at our discretion. You can contact us on the number noted in the 'Contacting Us' section.
- 3.2 The Card may be used only within the Validity Period shown on it, and only when its use would not result in excesses to the Credit Limit for Authorised Users and/or the Credit line on your Account. The Card may not be used if it has been cancelled or suspended by us.
- 3.3 In assessing whether your Credit line or the Credit Limit for Authorised Users has been exceeded, in addition to the balance of the Account and the individual Authorised User balances, we may also take account of Transactions which we have authorised but which have not yet been charged, including estimated amounts.

- 3.4 When necessary we may give Authorised Users a replacement Card and/or PIN, but we will not issue any more Cards on your Account if you ask us not to do so. You may contact us on the number noted in the 'Contacting Us' section.

- 3.5 New cards may be issued by us to you from time to time. Before the new Card is used, we may require the user to take an extra step to activate it and if required, we will send details on how to do this with the Card.

## 4 Transactions and charges

- 4.1 The Card can be used in the following ways:
- in conjunction with the PIN for point of sale Transactions, or Transactions using a Cash Machine;
  - for Transactions by mail, telephone, mobile phone or other portable device, online or by use of a Safeguard System (including the use of a Digital Card through a Digital Wallet);
  - a Card or a Device can be used to make a Contactless Transaction. You may have to use your PIN, Security Details or a combination of both to confirm some Transactions. Information about Contactless Transactions (for example monetary limits) are available on our website at aibgb.co.uk or by contacting us as set out in the 'Contacting Us' section of these Conditions. Some limits may not be disclosed for security purposes;
  - use of the Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting Us' section;
  - when requested, if you or an Authorised User are unable to



- provide your PIN, Security Details or complete any authentication process, we may decline to authorise the Transaction.
- 4.2 Charges will be levied in accordance with the details published from time to time and will be advised to you at the outset of this Agreement. If the charges are to be varied at any time we will advise you in writing or any other way we have agreed to contact you, giving you at least two months' notice before the new charges take effect (unless, by law or regulation, we are able to give you shorter notice). On receipt of such notification you may terminate this Agreement in accordance with conditions 10.4 and 10.5 of these Terms and Conditions of use.
- 4.3 The amount of each Transaction will be debited to your Account even if you or an Authorised User are in breach of this Agreement or it has ended.
- 4.4 You cannot stop or reverse a Transaction that has been made using the Card or Card Number once the Transaction has been completed (whether or not a PIN or Security Details were entered, signed a voucher or by way of Contactless Transaction) as we guarantee the payment.
- 4.5 If you have recurring Transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as broadband or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last Banking day before the payment is due to leave your Account. You should also contact the company or service provider to advise them that you are cancelling the recurring Transaction. All Cards are automatically enrolled in a card updater service with Visa. This service allows participating Outlets to access Card details through Visa so they can continue to process a Transaction, recurring or otherwise. As not all Outlets participate in this service, you should still notify each Outlet when the Card details or the status of the Account changes.
- If you do not notify the Outlet, the Account may or may not still be charged. You are responsible for making sure the Outlet has the 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.
- 4.6 When an Authorised User wants to make a Transaction online, we may need to confirm it's the Authorised User before the Transaction can be authorised. We'll do this by using a Safeguard System and may also use an authentication service. The Card is automatically enrolled for a Safeguard System, however the Authorised User may need to register for an authentication service. This authentication service will require the Authorised User to enter their Security Details to identify themselves, for example, using a Banking App, or any other way made available by us. If we ask the Authorised User to identify themselves and they can't or they don't follow the instructions for the Safeguard System or the authentication service, we will take it that their 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 Authorised User is up-to-date (for example their mobile phone number and email address). To find out more about this please go to [aibgb.co.uk/webshopping](http://aibgb.co.uk/webshopping)
- 4.7 If we have reason to believe that:
- a) the security of the Card, Account, Security Details or Device is compromised; or
- b) the Card, Account, Security Details or Device could be used to commit fraud, or by someone who does not have authority to use it; or
- c) the Transaction seems unusual compared with the way you or an Authorised User normally use the Account, Card or Device; or
- d) in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
- e) the Transaction would damage our reputation,
- then we may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying payments to or from your Account or declining to authorise Transactions on the Account for any valid reason (for example, where we may suspect fraud, money laundering, terrorism, if we believe we have been provided with incorrect information or we have concerns about the security of your Account). We may also refuse or decline to authorise any gambling or betting Transactions. We may contact you to satisfy ourselves in relation to the nature of the Transaction or payment on the Account.
- 4.8 Where applicable, unless to do so would be a breach of security or be against the law, we will try to contact you before we take a decision to decline a Transaction, but it may not always be possible for us to do so. Please refer to the 'Contacting You' section for the ways in which we can communicate with you. If we contact you by text message in relation to your Card, you may be asked to confirm a Transaction by replying to the text message.
- This text message from us will not ask you for any personal information, account numbers, PIN or other Security Details. If you are not happy to answer the text message, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.
- 4.9 You are Liable (except as mentioned in condition 2) for payment of:
- a) all Transactions; and
- b) all interest and charges as advised to you and amended from time to time; and
- c) all losses and reasonable costs which we incur because of any breach of this Agreement.
- 4.10 Where a Card is used for a Cash Advance facility, a Transaction charge is applied to each Cash Advance and is debited to your Account on the same date as the Cash Advance.
- 4.11 The amount of any non-sterling Transaction will be converted to sterling at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa. For Transactions within the EEA, we 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 [aibgb.co.uk](http://aibgb.co.uk) but as outlined above, this may not be the actual rate

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| 4.12 | 5.2 | b) Where you have given your Card details to an Outlet and at the time you do not know the exact amount that will be debited from your Account (for example to book a hotel room or hire a car) you may be entitled to a refund if:   | 5.7             |
| 4.13 | 5.3 | i. the authorisation you gave did not specify the exact amount of the payment; and<br>ii. the payment made from your Account was more than reasonably expected, taking into account your previous spending pattern, the Terms and Conditions of use of your Account or Card and the circumstances surrounding the payment.  | 5.8             |
| 5    | 5.4 | To apply for a refund in these circumstances, you must tell us without undue delay if both of the above happen and, in any case, no later than eight weeks after the amount is taken from your Account.   | 5.9             |
| 5.1  | 5.5 | If condition 5.5 (b) applies, we will refund you within 10 Banking days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same timeframe along with our reasons.<br>You are not entitled to a refund if:<br>a) you gave the Payment Service Provider direct permission to carry out the Transaction; and<br>b) the Payment Service Provider gave you information on the Transaction, or made that | 6<br>6.1<br>6.2 |

6.3 You shall ensure that funds are available to meet any Direct Debit payment authorised in respect of your obligations under this Agreement. You will authorise your bank to pay upon presentation all Direct Debits initiated by us in respect of any sums due to us under this Agreement.

## 7 Authorised User

7.1 On your request, 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, we may also refuse to issue a card to an Authorised User or stop providing this service.

If an additional Card is issued on the Account, it will be subject to this Agreement. The Authorised User will be bound to observe this Agreement to the extent that it applies or is relevant.

7.2 It is the responsibility of the Cardholder to provide the Authorised User with a copy of (and any amendments to) these Terms and Conditions that we may notify the Cardholder of from time to time. The Cardholder is Liable for all Transactions for which the additional Card on the Account is used.

7.3 We will cancel any such Card at any time if you, or the Authorised User request this by contacting us in which case the Card must be destroyed by cutting through the Chip and delete or un-register all related Digital Cards.

7.4 By entering into this Agreement you give us authority to pass on information about Transactions carried out by any Authorised User on your Account to that Authorised User. However, no amendments to your Account details or the Credit Limit will be accepted from them.

7.5 By accepting the Terms and Conditions of use of this Agreement each Authorised User agrees that we may

give information which we hold from time to time about him or her as an Authorised User to:

- a) the Principal Cardholder, other companies in the AIB Group and others outside the AIB Group for the administration of the Account, for debt collection and in the detection or prevention of possible loss or fraud;
- b) any proposed assignee or transferee of our rights and obligations under this Agreement.

## 8 Insurance

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

## Sentinel® Card Protection

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

## 9 Withdrawal of the Card

9.1 Provided we have good reason for doing so, we may at any time and if necessary without notice:

- a) cancel or suspend any right to use any Card or Account entirely or in respect of any particular function;
- b) decide not to renew or replace any Card; or
- c) cancel or suspend any right to use the Card or Account if we believe you have held debt on your Account beyond a reasonable period taking into account what

has been repaid and, based on your repayment pattern, the likely time it would take you to repay your balance.

If we take this action we will immediately advise you by contacting you as outlined in our 'Contacting You' section.

9.2 Any action by us as detailed in condition 9.1 above will not affect your outstanding obligations under this Agreement.

9.3 If a request for immediate payment in full has been advised to you in writing by us, we shall have the right to set-off and apply against such liability all or sufficient of the monies (if any) standing to the credit of any other account you may have with us.

9.4 We may publish the suspension or cancellation of any Card and if we ask you or the Authorised User to return it, then you or they must do so at once, destroyed by cutting through the Chip and delete or un-register all related Digital Cards. In addition the Card may be retained by us.

## 10 Ending this Agreement

10.1 This Agreement has no minimum term and remains in force until it is ended by you or us in accordance with these Terms and Conditions of use.

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

- a) on your bankruptcy, liquidation or dissolution or if you enter into a voluntary arrangement with your creditors;
- b) if you can no longer manage your financial affairs or you die;
- c) if any representations, warranties or statements made by you to us in connection with this Agreement are breached or are untrue in any material respect;
- d) if you commit any serious or repeated breach of this

Agreement;

- e) if you default in making any payment hereunder when due, or if you are in breach of any other agreement with us;
- f) to enable us to comply with any law, regulation, code or good practice;
- g) we have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
- h) you act, or are suspected of acting, fraudulently against us or any other party;
- i) you have failed security checks in a manner that we deem unacceptable; or
- j) for any other valid reason, provided that the ending of this Agreement is a proportionate and reasonable response to the underlying reason.

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

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

10.4 If you wish to end this Agreement you may do so at any time by contacting us. For security reasons, immediately destroy all physical Cards held by you and all Authorised Users by cutting through the Chip and delete or un-register all related Digital Cards. All recurring Transactions must be cancelled as set out in accordance with condition 4.5.

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



## 11 General

- 11.1 If we are prevented (directly or indirectly) despite all our efforts to the contrary from carrying out any of our obligations under this Agreement because of:
- a) a fault which has happened in any transmission link;
  - b) an industrial dispute;
  - c) anything outside our control or that of our agents or subcontractors; or
  - d) for the Card being retained, damaged or not honoured by a third party,
- we will not be Liable for this.
- 11.2 We will be Liable for the amount of any Transaction together with any interest and charges where faults have occurred in Cash Machines, or other systems used, which were not obvious or subject to a warning message or notice at time of use.
- 11.3 If we offer you additional facilities or benefits to which Authorised Users have access by use of their Card, but which do not form part of this Agreement, then we may vary or withdraw these at any time without notice.
- 11.4 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.
- 11.5 Third parties providing applications or services in connection with the use of your Card(s), Digital Cards 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 the use of your Card(s), Digital Card or Digital Wallet ("Third Party Agreements"). It is both yours and the Authorised Users 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 or 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.
- 11.6 If we choose not to, or if we cannot enforce any term which forms part of this Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- 11.7 We can transfer all or any of our rights and/or obligations under this Agreement at any time. Any such transfer will not reduce your rights under this Agreement unless you agree otherwise. You authorise disclosure of details relating to you and the Account to any prospective transferee.
- 11.8 To ensure we carry out instructions accurately, to help improve our service and in the interests of security, we may monitor and/or record telephone calls with us, including those with any Authorised User. In the interests of security we may use CCTV recording equipment in and around our premises. All recordings are our sole property and are accessed only under the supervision of one of our Officers.
- 11.9 This Agreement is governed by the laws of England and Wales. In the event of a dispute the courts of England and Wales shall have exclusive jurisdiction.
- 11.10 All correspondence entered into under this Agreement will be in the English language.
- 11.11 We reserve the right at all times to amend, vary or supplement these Terms and Conditions of use as a result of a change in the law, regulation, code or good practice, customer feedback or product development or for such other valid reasons as are advised to you at the time of notification of the change. If we want to make changes to your Terms and Conditions of use, we will communicate these changes to you at least two months before they become effective (unless, by law or regulation, we are able to give you shorter notice). If you are not happy, you have the right to end this Agreement with us. At any time up to two months from the date of the notice you may, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. On receipt of such notification you may terminate the relationship in accordance with conditions 10.4 and 10.5, subject to you immediately repaying all amounts outstanding as provided for in condition 10.5. However, if you continue to hold your Account after this time, you will be considered to have accepted the relevant changes. Any such notice to you shall be communicated to you by putting a message in your statement or by sending you a written notice.
- 11.12 We will not normally return payments made into your Account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your Account and you have a question about the returned payment, we will provide you with a reason.
- 11.13 If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.
- 11.14 Credit balances are not a feature of this product and accordingly we reserve the right to reject or return Transactions which create credit balances.
- 11.15 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 (if applicable), you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.

### (THIS SECTION REFERS TO SOLE TRADER/ PARTNERSHIPS ONLY)

#### Data Protection Notice AIB Group (UK) plc Effective 1 April 2021

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions section or our contact details at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection).

You can also ask for more details at your local branch.

#### 1. Who we are

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes AIB (NI), Allied Irish Bank (GB) and Allied Irish Bank (GB)



Savings Direct, and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

## 2. Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [UKDPO@aib.ie](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., 92 Ann Street, Belfast, BT1 3HH.

## 3. How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or

service goes ahead.

## 4. How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information

## 5. How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

## 6. Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

## 7. Consent

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new

products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

## 8. How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer,

such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

## 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

#### **10. International transfers of data**

We may transfer your personal information outside of the United Kingdom (UK) and the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the UK and EEA to these transfers and the use of the information, to ensure your rights are protected.

#### **11. Your personal information rights**

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection)

We can help you with:

*Accessing your personal information:* You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

*Updating and correcting your personal details.*

*Removing consent:* You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

*Restricting and objecting:* You may have the right to restrict or object to us using your personal information or using automated decision making.

*Deleting your information (your right to be forgotten).* You may ask us to delete your personal information.

*Moving your information (your right to Portability).* Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

#### **12. Making a complaint**

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

You can also contact the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

#### **13. Updates to this notice**

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You will also find a copy on display at your local branch, or you can ask us for a copy.