

# Switch Credit Card

## Terms and Conditions

Effective from 8 February 2024



**Bank of  
Ireland**

# Switch Credit Card

## Interest Rates, Fees & Charges\*

### Interest Rates Applicable

Typical variable APR's	Variable Interest Rates					Fixed Interest Rates
Purchases	Purchases	Cash Advances	Instalment Plan			Balance Transfers
			6 Month	12 Month	24 Month	
19.5%	14%	20%	6.7%			0% for first 6 months

Representative example of Switch credit card purchase at standard interest rate of 14% variable. Typical Annual Percentage Rate (APR) of 19.5% variable including annual Government Stamp Duty of €30. Assuming purchase of €1,500 repaid in equal instalments over a 12 month period. The total amount repayable by customer is €1,643.75 which includes initial purchase of €1,500 and a total cost of credit of €143.75

### Fees and Charges

Unpaid Cheques / Direct Debits / Standing Orders	€7.00
Cross Border Handling Fee	Transactions in Euro: No charge All other transactions: 2% of value of transaction
Cash Advance Fee <sup>1</sup>	Transactions in Euro: 1.5% subject to a minimum of €1.90 per transaction Non-Euro transactions: A Cash Advance fee of 1.5% will be applied to a Euro converted amount including the 2% Cross Border Handling Fee referred to above, subject to a minimum of €1.90 per transaction.
Government Stamp Duty <sup>2</sup>	€30.00 charged annually
Late Payment Fee	€7.00
Over Limit Fee	€7.00

\*Interest rates and fees are correct at time of printing and are subject to change.

<sup>1</sup> No Cash advance fee applies if the account is in credit for the full amount of cash withdrawal after cash withdrawal is processed.

<sup>2</sup> A reduced amount of €22.50 will be charged on 1 January 2024 for the shorter collection period from April 2023 to December 2023. From 1 January 2025, the charge will revert to €30 each year.

# Explanatory Notes

We have aimed to ensure that these terms and conditions are in plain language and are transparent. We don't want there to be any unexpected outcomes for you in the way the terms and conditions work; and we want to be sure you are aware of things that sometimes arise for customers and that could be onerous. So, we recommend you read the terms and conditions carefully before you open your account.

**Please make sure you read this page as we wish to draw your attention specifically to some things dealt with in the terms and conditions.**

- ▶ You and any additional cardholder must be very careful with the PIN, 3D Secure Passcode and other things we give you to make your credit card secure.
  - ▶ If they are used we will assume you are using them. So, don't share them with anyone.
  - ▶ If you lose any of these things, you must report that to us without undue delay (if you do that you will be able to cap the amount of money you could lose at €50 but you may lose the amount of any unauthorised transactions if you don't).
  - ▶ If you deliberately breach the terms and conditions by sharing these things with someone else (or you are grossly negligent about them) you may lose the amount of any unauthorised transactions.
- ▶ You and any additional cardholder must keep your credit card and any digital card or wallet and any device (e.g. computer or phone) on which they are installed safe.
- ▶ We own the credit card and can cancel it at any time or not renew it.
- ▶ Make sure of the "valid from" and "until end" date shown on your credit card. It won't work outside these dates.
- ▶ Make sure you know your credit card limit and how much is left on it. If you try to make a purchase (or other transaction) it may not work if it would go over the limit. If you go over the limit, you may be charged a fee for that (check the Rates, Fees and Charges Table for up-to-date information).
- ▶ You may need to use a BIC and IBAN or account number and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.
- ▶ If you repay only the minimum amount you are obliged to pay off your credit card each month (or you pay only a small amount) it will take a long time to repay what you owe and the total cost of interest will become high.
- ▶ We provide you with electronic (not paper) credit card statements unless you request paper ones on 365 online banking or the BOI app.
- ▶ Cross border handling fees can apply (check our Rates, Fees and Charges Table for up-to-date information, see [bankofireland.com](http://bankofireland.com)).
- ▶ If money is paid into your account by mistake we can correct that by taking it out again. We don't need to tell you in advance.
- ▶ We have cut-off times that may be important to you if you are making a payment at some times of the day. For information, see [bankofireland.com](http://bankofireland.com).
- ▶ If you break the Terms and Conditions in a way that causes us to lose money, you will have to compensate us.

- ▶ **Warning about Missing Payments** - If you fail to make your monthly payment to us your credit card may be declined and/or we may terminate the Credit Card Agreement. This may mean, for example, that the Credit Card will not be accepted for purchases or at an ATM. You may also have to pay us a late payment fee (see the Rates, Fees and Charges Table). Your credit rating may be affected.

## Personal Credit Card General Terms and Conditions

The use of your personal Credit Card is governed by these Terms and Conditions.

### a) Definitions used in this Agreement

**"365 Online"** means our internet banking service accessed through a web browser.

**"Account"** means as set out in Condition No. 7 "How your Account Works" below.

**"Additional Cardholder"** means a person to whom we issue a Credit Card on the Credit Card Account at the request of a Principal Cardholder.

**"APR"** means annual percentage rate this is the annual rate of interest charged on a credit card which comprises all costs associated with the credit card over a year, such as the interest rate, Government stamp duty and any other fees applicable to the credit card.

**"Balance Transfer"** means when you use your Credit Card to transfer balances you owed to another credit card provider to the Account with prior agreement.

**"Balance Transfer Rate"** means as set out in Condition No. 8 (e).

**"Bank" "us" "we" and "our"** means the Governor and Company of the Bank of Ireland having its Head Office at Baggot Plaza, 27-33 Upper Baggot St., Dublin, D04 VX58, Ireland and its successors, assigns and transferees.

**"Bank of Ireland Mobile Banking"** means the online system which allows you to access and use certain services using a Bank of Ireland app on your mobile, tablet or other devices.

**"Banking Day"** means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday, or Bank Holiday; and "non-Banking Day" means any other day.

**"BIC"** means Bank Identifier Code.

**"Card Carrier"** means the letter from us to you with which we enclose the Credit Card.

**"Cash Advance"** means when you use the Credit Card or card details to receive cash or cash substitute (for example travellers cheques).

**"Chip"** means an integrated circuit embedded in the Credit Card.

**"Consumer Credit Law"** means law, regulation and legally binding codes which apply to this agreement including the Consumer Credit Regulations (i.e. the regulations implementing the Consumer Credit Directive (2008/48/EC) in Ireland).

**"Contactless"** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near- Field Communications (NFC) meaning the Card (or a device on which you have registered a Digital Card) is held close to the card reader rather than inserted into a Payment Machine.

**"Credit Card"** means the credit card(s) issued by us to you or to an Additional Cardholder and where relevant, it also includes a digital or electronic version of a Credit Card which may be registered in a Digital Wallet on a supported computer or device.

**“Credit Limit”** means the maximum amount that you are allowed to have outstanding on your Account at any time, as detailed on your monthly credit card Statement.

**“Cut-Off Times”** means the relevant point in time during any Banking Day after which any payment, or payment order, received will be deemed to have been received on the next Banking Day.

**“Digital Banking”** (a) means our present and future online banking services which can be accessed through 365 Online, and Bank of Ireland Mobile Banking, and services available on bankofireland.com; and

(b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or bankofireland.com where that makes sense.

**“Digital Card”** or **“Digital Credit Card”** means a digital or electronic version of a Credit Card which may be registered in a Digital Wallet on a compatible computer or device.

**“Digital Security Key”** means a device (such as a smart phone or tablet) which has been paired with a Digital Banking profile.

**“Digital Wallet”** means an electronic payment service that allows you to store a digital version of your Credit Card on a computer or device and make payments using that Digital Credit Card. Digital Wallets may be operated by third party Digital Wallet providers and are available on supported devices.

**“Direct Debit”** is an instruction from a customer authorising a third party (known as an originator) to collect variable amounts from their account on a notified date (“the Direct Debit Collection Date”).

**“Group”** means all of the separate legal entities that comprise the Bank of Ireland Group. Details on the Bank of Ireland Group can be found at bankofireland.com.

**“IBAN”** means International Bank Account Number.

**“Instalment Plan”** is a feature of the Credit Card described in Conditions 38 - 48.

**“Payee”** means a person who receives a payment.

**“Payer”** means a person who makes a payment.

**“Payment Machine”** or “POS (Point of Sale) terminal” means an electronic machine that accepts a Credit Card and/or card details using correct Security Credentials as payment for a transaction.

**“Physical Security Key”** means a small hand held physical device that can generate security codes for use in Digital Banking and be used as a Security Credential.

**“PIN”** means your personal identification number for you to use with the Credit Card.

**“Principal Cardholder”** means the Credit Card Account holder.

**“Retailer”** means a supplier of goods or services or cash advances other than us.

**“Security Credentials”** means the personalised security features we require you or an Additional Cardholder to use now or in future to (a) access your Account through our online, phone and mobile banking channels; and

(b) to authorise an Account transaction. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials; a personal identification number (PIN), password, one time passcode (such as a 3D Secure Passcode), security number or code (for example, those generated by a physical or digital security key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.

**"Rates, Fees and Charges"** means the interest rates, fees and charges that are included in the "Rates, Fees and Charges Table" in this document.

**"Schemes"** refers to Mastercard and Visa schemes.

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

**"you", "your(s)"** means the Principal Cardholder.

**"Third Party Providers" or "TPPs"** means any payment service provider that provides payment services to you or someone else that concerns the Account, for example, an AISP (described in Clause 1(c) below).

**"3D Secure"** means a system used as an added layer of security for credit card transactions. Examples include, Verified by Visa, Mastercard® SecureCode™, Mastercard ID Check. For more information about our 3D Secure service, please see our Frequently Asked Questions at [bankofireland.com](https://bankofireland.com).

**"3D Secure Passcode"** means a one time passcode sent to your mobile phone by text message (SMS) or generated by you using a Physical Security Key for use on 3D Secure which you may need to complete a purchase using your Credit Card. Any reference to "write", "writing", "written", any other form of the verb to write (or to something that can be read) includes the following: (a) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and (b) any email, SMS (text message to a mobile phone), pop up on our app, by facsimile or other electronic communication where you have given us contact details for any such means of communication.

## **b) The Credit Card**

1.
  - (a) This document is important. It governs your use of the Credit Card. You must not use the Credit Card in a way that breaks this Agreement. We must observe Consumer Credit Law in our dealings with you.
  - (b) The Rates, Fees and Charges Table and the Card Carrier form part of this Agreement. Where you use a Digital Credit Card, our terms and conditions for Digital Wallets will apply.
  - (c) Third Party Providers (TPPs)
    - (i) To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
    - (ii) Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information from your Account. For more information on the types of information a TPP can access please see [boi.com/PSD2](https://boi.com/PSD2).
    - (iii) You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.
    - (iv) A TPP may look for access to your Account, for example, to provide account information services

- to you. However, we will only allow such access where you have permitted us to allow that.
- (v) It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
  - (vi) About Account Information Service Providers ("AISP"). If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
  - (vii) You can instruct an AISP to access and hold details of your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your Account for up to 180 days and we will obey those requests (unless we have duly evidenced reasons relating to unauthorised or fraudulent access to your Account, in which case we may (but are not obliged to) request that you authorise us again (in the way set out in this clause) before we share information with the AISP). Once each 180 day period passes, you need to authorise us again (in the way set out in this clause) if you wish us to continue to share information on your Account with your AISP.
  - (viii) About Card Based Payment Instrument Issuer ("CBPII"). If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a card payment, we will treat this as an instruction from you.
  - (ix) Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
  - (x) At any time you wish you can (a) cancel any service that a TPP provides you that concerns your Account; or (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission. If you send your TPP a cancellation when we are processing an instruction from them

to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.

- (xi) If you permit a TPP to access your Account we are not responsible for anything the TPP does.
  - (xii) We may refuse to process a request from a TPP to provide information where we know, or have reasonable grounds to suspect (a) that you have not authorised a TPP to give the instruction; or (b) that the instruction from the TPP may be fraudulent or given by mistake. If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.
  - (xiii) We record the instruction you and any TPP give us. If there is a dispute between you and us or you and a TPP concerning the Account, or the Card we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
  - (xiv) You should contact a TPP directly, if you have any queries or complaints regarding the services they provide you.
  - (xv) You agree to cooperate with us and give us information we ask for if you have a complaint about your Account and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.
  - (xvi) If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account.
2. The Credit Card, card details and its associated Security Credentials (including the PIN) are only to be used by you or an Additional Cardholder if relevant. We see use of the correct Security Credentials with the Credit Card or card details as evidence that you or an Additional Cardholder personally carried out the transaction(s) or, if you did not, are in breach of a rule in this document concerning the correct use of the Security Credentials or the Credit Card.
  3. If you are a Principal Cardholder you must be at least 18 years of age and accept that you will be fully liable for all transactions and Instalment Plans on the Account, including those made by a secondary/Additional Cardholder on the Account.
  4. The Credit Card belongs to us. We are not obliged to renew or replace the Credit Card if the "until end" date shown on it has passed.
  5. You and any Additional Cardholder where relevant must;
    - (i) sign the Credit Card as soon as you receive it from us.
    - (ii) keep your PIN a secret, memorise it, and take all reasonable precautions to prevent anyone else knowing it or using it. You should never write down the PIN or the 3D Secure Passcode or any other Security Credential you use.



- (iii) always protect the Credit Card. Take all reasonable precaution to ensure the Credit Card (or a device on which you have registered a Digital Card) and any Security Credential is not lost, mislaid or stolen.
- (iv) not go over the Credit Limit assigned to you.
- (v) not assume that you can continue to use the Credit Card if you have broken any of the terms and conditions of this Agreement, any of the terms and conditions for Digital Wallets, or any terms and conditions of a Digital Wallet provider.
- (vi) not use the Credit Card before the “valid from” date or after the “until end” date shown on it.
- (vii) not use the Credit Card if we cancel or withdraw it.
- (viii) never use your Credit Card as payment for anything illegal.
- (ix) always protect your Digital Credit Card and Digital Wallet or any computer or device on which they are stored in the same way as you would a physical Credit Card.

### **Credit limit**

6. We may reduce your Credit Limit at any time if we have a valid reason to do so; for example, because you have not used your credit card in the last 12 months; because of a change in our business model or systems for credit cards including the size of Credit Limits we are willing to provide generally; because you breach any of these terms and conditions; or because of a change in your financial circumstances.

### **c) How your Account works**

7.
  - (a) We open a Credit Card Account (the “Account”) for a Principal Cardholder. We record all of the transactions including purchases and cash advances carried out with the Credit Card on the Account. We deduct interest, fees, charges, Government Stamp Duty and any other amounts concerning the Credit Card from the Account. You give your consent to us using your personal information to provide you with payment services.
  - (b) To avoid paper waste, we will provide you with terms and conditions when we issue you with the first card on your account but we may not always include terms and conditions with renewal or replacement cards. The most up to date version of the terms and conditions that apply to your Credit Card can also always be found at [bankofireland.com](http://bankofireland.com). You can also request a copy of your terms and conditions by calling into your local branch.
  - (c) Where your Account is available online, you agree that:
    - (i) we may set up Digital Banking for your Account and create a profile for you on Digital Banking;
    - (ii) we may require you to take additional steps before you can access Digital Banking for your Account which we will let you know about;
    - (iii) when you access Digital Banking our 365 Phone and Digital Banking Terms and Conditions will apply and that they form part of our agreement with you about your Account.
  - (d) We may allow you to submit certain servicing requests digitally through our website or Digital Banking. You may need

- to use your Security Credentials to complete these requests.
- (e) Mastercard may forward the card details to any online payment platform you are registered with and any digital wallet provider the card is registered with. They may also forward the card details to relevant retailers so that any ongoing card payments you've set up on the card (for example, TV streaming service subscriptions or toll road payments) can continue without interruption. It is not our responsibility if Mastercard or others have not updated the new card details and your payments are interrupted as a result. To ensure your services are not interrupted you should notify relevant merchants when you get a new or replacement card.
  - (f) These terms and conditions apply to you when we open an Account for you. We may require that a Card is activated before it is used. If we do, the Card can be activated by following the instructions we will provide with the Card.

## **Interest**

8. (a) The rates of interest which we will charge you are set out in the Rates, Fees and Charges Table. If you owe us interest, we will show you the interest rates and the amount you owe us in your monthly statement. Except where interest free periods described below apply, we will charge interest on all cash withdrawals and purchases from the date they are applied to your Account. If the full balance is not repaid by the payment due date shown on your Statement, interest is charged on the unpaid balance from the date the Transaction was debited to the Account, as shown on your Statement, until full repayment is credited to the Account.
- (b) The rates of interest which we will charge you (other than the Balance Transfer Rate) are variable. This means that we may change them. The interest rates are set by the Bank by reference to one or more of the reasons listed here:
- (i) To reflect any change in our cost of funds (i.e. the cost of borrowing the money we use to give credit to customers), for example, caused by any change in market interest rates or by other factors outside of our control;
  - (ii) To reflect any change in the variable rates our competitors charge;
  - (iii) To ensure we are competitive;
  - (iv) To enable us to increase the rate we pay to customers with deposit accounts to the level needed to retain their money;
  - (v) To ensure that the amount we receive from those to whom we give credit will enable us to maintain a prudent level of reserves and/or to meet any regulatory requirements that apply to us;
  - (vi) To ensure that the amount we receive from those to whom we give credit will enable us to maintain long-term sustainability of our business in the Republic of Ireland;
  - (vii) To reflect any change in the costs we reasonably incur in administering credit card accounts;

- (viii) To reflect the risk to us that our customers will not be able to make their credit payments in full and on time. In measuring that risk we consider the general economy and the effects it has on the ability of customers to meet credit payments;
  - (ix) To reflect any change in your circumstances or in the economy as it affects you. For example, if such things make it more difficult for you to meet your credit repayments or increase the risk of the credit to us;
  - (x) To reflect any change in taxation which affects the profit we earn from our ordinary activities;
  - (xi) To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator; and
  - (xii) Because one or more of the things listed has occurred or we have reason to believe they are likely to occur.
- (c) **Interest Free Periods.** If you repay us everything you owe us on the Account as shown on the monthly statement by the payment date, we will not charge you interest on any cash advances or purchases shown in that monthly statement. You will also not be charged interest on cross border handling fees incurred in conjunction with a cash advance or purchase if you repay us everything you owe us on the Account as shown on the monthly statement. **Otherwise you forfeit the interest free period and we will charge you interest on any unpaid purchases, unpaid cash advances, unpaid cash advance fees and unpaid cross border handling fee from the date of the transaction.** We calculate interest each day so the earlier you pay us the less interest you will have to pay. We charge such interest at the rate we show you on your latest monthly statements. This rate may differ from the interest rate in force on the date of the cash advance or purchase but we will notify you in advance of any interest rate increase in the way set out in these terms and conditions.
- (d) **Accrual/Payment.** Any interest you owe us accrues daily and we will debit accrued interest from the Account monthly.
- (e) **Balance Transfers.** Where you are being charged a reduced rate of interest (the Balance Transfer Rate) for an agreed period on a credit card balance that you transferred to your KBC Credit Card, the Balance transfer Rate will continue to apply to any unpaid portion of the transferred balance for the remainder of the agreed period. Once this period ends, the standard interest rate for purchases will apply to any part of the transferred balance which you still owe us. The period in which the Balance Transfer Rate applies starts on the date your KBC Credit Card Account was opened. We may vary the rate of interest for a Balance Transfer but it will always be below the standard interest rate we charge for purchases.

### Statements and minimum payments

9. (a) We will provide you with a Statement at an agreed frequency, generally monthly. Additional Cardholders do not receive Statements.

- (b) Once your Account is registered for Digital Banking, you will have access to eStatements for your Account. You will stop receiving paper versions of some or all documents or statements for your Account when you opt out of receiving paper statements by editing your preferences through Digital Banking or when a new or replacement card is added or updated on your Digital Banking profile. We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some notifications by editing your preferences through Digital Banking. Customers with access to eStatements can view and download them and they will be stored by us in accordance with your Digital Banking terms and conditions. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.
- (c) The minimum sum due for payment by you is specified on each Account statement. The minimum sum is the outstanding balance shown on the statement if less than €5 or the greater of €5 or 2.5% of the outstanding balance. You must pay this or more to the Bank within 25 days from your statement date. Failure to maintain monthly minimum payments may result in your Credit Card and the Credit Card(s) of any Additional Cardholders being declined for further authorisations and no longer accepted for purchases or for use in any ATM. We will also be entitled to charge you a Late Payment Fee in the amount set out in the Rates, Fees and Charges Table.
- (d) Statements will not be issued where
  - (i) no payment is due by you and
  - (ii) the Account has a credit balance of €5 or less.

### **Payments to your Account**

10. (a) We will only consider a payment made when it is received by us and credited to your Account. We will apply payments towards what you owe us in the following order as they may apply to your Account:
  - (i) Any monthly payment due to us under an Instalment Plan (oldest first)
  - (ii) Cash advances shown on previous statements or latest statement
  - (iii) Interest on cash advances
  - (iv) Cash advance fees
  - (v) Annual Fees/Monthly Fees
  - (vi) Insurance premiums
  - (vii) Account Fees and charges other than annual/monthly fees and cash advance fees
  - (viii) Interest on any fees and transactions, which you have not paid when due to us, excluding interest on cash advances
  - (ix) Purchases shown on previous statements or the latest statement
  - (x) Balance Transfers

- (xi) Transactions and amounts you owe us that have not yet appeared on your statement in the same order as above
  - (xii) Amounts owing but not yet due under Instalment Plan (oldest first)
- (b) The Bank cannot accept lodgement of foreign currency cheques into your Credit Card Account.
- (c) Where you have a Direct Debit set up to make payments to your Account and you make other payments to your Account the amount to be collected by Direct Debit will be reduced by the amount of any such additional payments if they are made:
  - (i) more than 4 Banking Days before the Direct Debit Collection Date or
  - (ii) more than 7 Banking Days before the Direct Debit Collection Date for the first payment on a new Direct Debit or,
  - (iii) more than 7 Banking Days before the Direct Debit Collection Date where you amend your bank details on your Direct Debit and have not yet made a Direct Debit payment based on the new details.

Any additional payments made after the deadlines set out above will not reduce the amount to be collected by Direct Debit.
- (d) If an amount is paid in to or out of the Account in error, the Bank may make any necessary correcting entry to the Account without the need for approval from you. In certain circumstances the Bank may request your authority to recover a misdirected payment which has been credited to the Account. If your authority is not forthcoming, the Bank will provide such of your details as may be required to the relevant payer in order to assist their recovery of such misdirected payment.
- (e) Your Credit Card Account is not designed to be a deposit or credit account. For this reason, you are not permitted to have a credit balance in excess of €20,000 on the Account and no payments should be made that would place the Account in credit above €20,000. If you have more in credit on the Account than €20,000 you agree to reduce the amount of money to less than that limit if we ask you.

If you don't do that within 10 calendar days of our request we may either (a) suspend the operation of the Credit Card and the Account until the credit balance is reduced below €20,000; or (b) refund any credit balance in excess €20,000 on the Account to you at any time in any of the normal ways of making payment (for example, to the current account you use to pay make payments on your Credit Card, by electronic funds transfer, cheque or bank draft).

### **How Fees are Charged**

- 11.1. Fees will be debited to your account.
- 11.2. We charge a Cash Advance fee on the amount of any Cash Advance obtained through the use of the card (for example, at an ATM). The Cash Advance fee is

- (a) a percentage of the Cash Advance subject to a minimum fee per transaction (as shown in the Rates, Fees and Charges Table); and
  - (b) is debited to the Account when the Cash Advance is debited to the account.
- 11.3. Where the cash advanced is a non-euro currency, the Cash Advance fee is applied to the equivalent of the amount in euro. The amount will be converted to euro at the exchange rate determined by the Scheme.
- 11.4. A Cross Border Handling fee will not apply to transactions in euro within the EU and some non-EU countries. We charge a Cross-Border Handling fee for all other transactions (further information of this fee and other fees that apply to your card can be found in the Rates, Fees and Charges Table).
- 11.5. Government Stamp Duty is an annual fee charged by the government and will be collected by us by debit of your account. Should you close your account before the date of collection, the amount will be debited at closure. For more details go to [revenue.ie](http://revenue.ie).
- 11.6. A late payment fee is charged if you do not pay at least the minimum repayment by the due date.
- 11.7. An over limit fee is a fee that is charged when your account exceeds the approved credit limit.
- 11.8. An unpaid fee is charged if a payment by cheque, direct debit or standing order is returned unpaid.

## Account Transactions

12. (a) You are responsible for ensuring that any instruction from you or anyone else to pay money into the Account ("incoming payment instruction") is correct and accurate. These are examples of an incoming payment instruction: direct debit, standing order, electronic funds transfer, lodgement docket, use of lodgement machine. If we get an incoming payment instruction we will process it (if we can) using the details that it sets out. We have no obligation to check if the name of the Account or other information provided with the incoming payment instruction is correct (only you or the person giving the incoming payment instruction can check these).
- (b) You agree that when we process any payment to or from your Account, made by yourself, by someone else or by you through a TPP, we will rely on the:
- ▶ BIC (the Bank Identifier Code);
  - ▶ IBAN (the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account); or
  - ▶ The Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
  - ▶ Account Number (the number that identifies an account – usually 8 digits long), that is given with the payment.
- If these details are not correctly stated by you or by the third party, the payment will be processed in accordance with those incorrect details, and we are not liable to you or anyone else.
- (c) If we receive an incoming payment instruction or instruction to make a payment out of the account which

was initiated by you (or someone else on your behalf) that does not have the information that we need to identify the account that will receive the payment, for example, an Account Number and Sort code (or IBAN and BIC), we may refuse to process it. We will not be liable to you or anyone else. If you give the instruction we will tell you if we refuse to process such an instruction for this reason.

- (d) If you instruct us to make a payment to a payee who we suspect to be acting illegally or fraudulently:
  - ▶ we may delay the payment;
  - ▶ we may contact you and ask you to carry out checks to make sure the payee is genuine;
  - ▶ we may block the payment, even after you have made your own checks, if we continue to have reason to believe the payee is not genuine.
- (e) If we receive your payment instruction before the relevant Cut-Off Time (whether you gave it or someone else did on your behalf), we will process the payment from your Account on the Banking Day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one Banking Day of D (D+1). If it is a cross border payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three Banking Days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process.
- (f) If we receive an incoming payment instruction on a Banking Day before the Cut-Off Time we will credit to the Account on the same Banking Day. If we receive an incoming payment instruction after the Cut-Off Time we will not process it until the next Banking Day. There are different Cut-Off Times for different account transactions. Please contact us at your branch if you have a query on Cut-Off Times or refer to [bankofireland.com](http://bankofireland.com). If we receive an incoming payment instruction on a non-Banking Day we will treat it as if we had received it on the next Banking Day.

### **Disputed or Unauthorised Transactions**

- 13. (a) The Bank recommends whenever you use your Credit Card (for example, in shops or online) that you keep all receipts to check them against your monthly statements. Remember: sometimes receipts can be in the form of vouchers and counterfoils, receipts for online purchases may be sent to you by email or other electronic means. You must tell us without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transaction. You may tell us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com).

- (b) In the case of a dispute between you and us concerning a transaction we may produce books and other records kept by us or on our behalf as evidence of any facts or events relied on by the Bank. Such books and records can be kept in various forms, for example on paper, microfilm, electronically, by audio or by electronic recording.
- (c) If a payment is made from your Account that was not authorised by you or on your behalf we will, subject to Clauses 13(d) and 13(e), refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If we later have information that no refund should have been paid, you permit us to take it back out of your Account without further reference to you.
- (d) If any unauthorised transaction came about because of the loss, theft or misappropriation of the Credit Card, PIN or 3D Secure Passcode or any other Security Credential and this is reported to us as soon as possible after you became aware of it, the maximum amount you will have to pay is €50. If the loss, theft or misappropriation of the Payment Instrument was not detectable to you, then, except where you have acted fraudulently, we will refund your Account and restore it to the way it would have been if the unauthorised payment had not happened.
- (e) You will be liable for the full amount of an unauthorised transaction if its made because of any fraud by you, or because you failed intentionally, or by behaving with gross negligence, to fulfil your obligations under these terms and conditions (which means we will not refund any of the amount).
- (f) If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the transaction had not happened. If we later find evidence to believe you were not entitled to the refund, you permit us take it back out of your Account (but we will show you this in your Account statements).
- (g) If you use the 3D Secure service or other Security Credentials we or a Retailer ask for, you agree that is evidence that the transaction was made by you.
- (h) If we suspect or detect any fraud or unauthorised activity on your Account, we will advise you by phone call, SMS message or email as appropriate, unless doing so would break the law. You permit us to advise any Additional Cardholder as well if we think that is necessary or desirable to protect him or her, you or us. If we deem it necessary, we may block your Account and will advise you of it and how it may be removed.

## **d) How the Credit Card works**

### **PIN Machines & ATMs**

14. The Credit Card may be used in conjunction with the PIN at an ATM displaying the appropriate Credit Card symbol. If you use the Credit Card to withdraw cash from an ATM, daily limits will apply. The daily limit is determined by us and we may vary it at any time for valid reasons. For example, for security, to reflect changes in our business model or the way we do business



generally or in certain locations or outlets. These amounts are available on request at any time. The transaction limit can also vary depending on which financial institution owns the ATM and date of use. We don't promise to provide an ATM at a particular place or to be available at a particular time. The times when ATMs are available can vary from place to place and from time to time. Sometimes, an ATM can go out of service, for example because all the money in it has been withdrawn or because of breakdown. In such cases we will restore the ATM service within a reasonable time.

### **Contactless transactions**

15. (i) This clause applies when the Credit Card has been enabled by us to allow you to carry out Contactless transactions.
- (ii) You can use the Credit Card to make purchases for small amounts without using the Chip and PIN.
- (iii) When making a payment using a Contactless Card reader you must place your Credit Card against the reader in the retail outlet. The Credit Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert your Credit Card and enter your PIN. Where a Digital Card is used to make a Contactless transaction you may be required to provide your Security Credentials to approve that payment.
- (iv) There is a limit on the value of each Contactless transaction set by the Mastercard Scheme. Full details of the limits are available on our website at [bankofireland.com](http://bankofireland.com).

### **Retailers**

16. You and any Additional Cardholder may use the Credit Card in conjunction with the PIN to authorise a transaction at a Payment Machine. The amount of the transaction must be confirmed with the Retailer at the time of authorisation. The PIN shall not be required to authorise a telephone, mail order, online or internet transaction, generally known as a cardholder not present transaction. The 3D Secure Passcode or some other Security Credential (such as a response to a push notification if you have a Digital Security Key) may be required by us or a Retailer to authorise such credit card transactions. You and any Additional Cardholder may not be able to use your Credit Card for cardholder not present transactions if the Retailer does not support the use of Security Credentials for card payments. In addition, we may not be able to process such transactions where the Retailer does not support the required payment security technology or standards. You and any Additional Cardholder may not be able to use your Credit Card for cardholder not present transactions unless your Credit Card is registered for Digital Banking.
- 17.1 If we authorise a payment for you to a Retailer this will immediately reduce the available credit on your Account by the payment amount.
- 17.2 Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available credit on your Account.

- 18.1 We are not liable to you or someone else if a Retailer refuses to accept or honour the Credit Card for any reason, for example because you have reached the Credit Limit and will breach it by making a purchase; or for a reason to do with the Retailer or the systems it uses to process card payments.
- 18.2 In some cases it may become necessary for a Retailer to obtain specific authorisation from us to honour the Credit Card for a particular transaction even though the amount of that transaction is within your Credit Limit. (Sometimes this is called a “referral” message). This is to make sure we can continue to protect you. If we give the Retailer such a specific authorisation, it will reduce the available balance of your Credit Limit. If the Retailer needs to get a specific authorisation to complete the transaction but fails to do that or refuses to process the transaction, we are not liable to you or anyone else.
- 19.1 Where a Retailer wishes to refund you for a purchase you made using the Credit Card we will only credit the Account with the refund when we receive from the Retailer a properly completed refund voucher or other appropriate verification of the refund. Until we refund the Account you will still owe the amount taken from the Account for the purchase to us. Refunds are not treated as payments made by you to the Account and therefore will not be reflected in the amount you are due to pay us in an Account statement. The full amount due on the statement must be paid in the normal manner to ensure you maintain the interest free period. Any refund you receive in the Account will be shown in the following Account Statement.
- 19.2 We are not responsible for any goods and/or services that we do not supply, including any you purchase with a Credit Card. We will have no dealings with a Retailer on your behalf in connection with goods or services supplied by a Retailer.
20. Where you have authorised a Retailer to charge regular or recurring payments to your Credit Card, and you now wish to cancel that authority, you must send a written cancellation notice to the Retailer, and should keep a copy of the letter. Without such a cancellation notice, the Retailer will remain authorised to charge payments to your Credit Card, and we will be unable to block or refund any such payments.

### **Limits & Rules Abroad**

21. You can use the Credit Card outside Ireland. If you use the Credit Card abroad it means you are subject to the limits on card usage and to the laws and regulations applicable to the jurisdiction you are in.
22. The amount of any purchase or cash advance in a currency other than euro will be converted into euro at a rate of exchange determined by the Schemes. A Cross Border handling fee is payable on such transactions as is detailed in the Rates, Fees and Charges Table.
23. If you or an Additional Cardholder use your Card to make a non-euro cash withdrawal or make a non-euro payment in a country in the European Economic Area (EEA) we will send you an electronic message. We will also send this message to the Additional Cardholder if it is their transaction. The message will contain information relating to the transaction including the cost of the currency conversion as a percentage mark-up against the European Central Bank (“ECB”) rate on the date of the transaction. In certain cases due to the way some transactions

are processed by the Schemes the information in the message will not correspond with the amount actually debited from your account. The electronic message will be sent once every calendar month in which you or the Additional Cardholder make a cash withdrawal or payment in the non-euro EEA currency. If we hold a valid mobile phone number for you or the Additional Cardholder, we will send the electronic message as an SMS, otherwise if we hold a valid email for you or the Additional Cardholder we will send an email. You can contact us if you do not want to receive these electronic messages. These messages will not be sent if you or the Additional Cardholder instruct an ATM provider or the payee to debit your account in euro. This is because you will be instructing the ATM provider or the payee to carry out the currency conversion and they will then apply their own currency conversion exchange rate and charges. For more information on these notifications please visit [boi.com/CBPR](http://boi.com/CBPR).

### **Additional Cardholders**

24. (i) You may request us to issue an additional Credit Card on the Account, with a separate PIN and separate Security Credentials for use by a person nominated by you (an "Additional Cardholder"). There is no obligation on us to do so but if we do, the additional Credit Card will be subject to these terms and conditions;
- (ii) We may restrict the number of Additional Cardholders permitted on the Account at any time.
- (iii) To comply with our obligations regarding anti-money laundering, fraud prevention and the prevention of the financing of terrorism we may require documentation satisfactory to us to evidence the identity and current permanent address of any person you propose to be an Additional Cardholder.
- (iv) Additional Cardholders will be bound to observe these terms and conditions to the extent that they apply or are relevant. It is your responsibility to furnish the Additional Cardholder with a copy of these terms and conditions and any subsequent amendments or replacement terms and conditions. You must ensure that the Additional Cardholder complies with these terms and conditions and with the terms and conditions for Digital Wallets or any terms and conditions of a Digital Wallet provider where relevant. We will issue additional Credit Cards to the address of the Principal Cardholder.
- (v) Transactions carried out by an Additional Cardholder will reduce the available balance on your Credit Limit and are included in the Credit Limit. There is no limitation on the value of transactions or cash withdrawals Additional Cardholders can carry out using their additional Credit Card.
- (vi) You are responsible for all transactions carried out by Additional Cardholders and are fully liable to pay us all amounts outstanding on the Account.
- (vii) You give us authority to pass on information about the Account or transactions to any Additional Cardholder by electronic or other means. By accepting an additional Credit Card, Additional Cardholders authorise us to pass on information about transactions effected using

the additional Credit Card to the Principal Cardholder by electronic or other means. However, no amendments to the Account details or variation of the Credit Limit will be accepted from an Additional Cardholder.

- (viii) We may at any time cancel, suspend or block an additional Credit Card issued to an Additional Cardholder. We will an Additional Card at any time if you request us to do so.

### **If you or an Additional Cardholder loses the Credit Card**

25. You must tell us immediately if the Credit Card (or a device on which you have registered a Digital Card) is lost or stolen or if the PIN or 3D Secure Passcode or any other Security Credential becomes known to any unauthorised person. Call Card Services 0818 706 706 or call +353 56 7757007 (if outside Ireland). You may also contact us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com). You must also confirm this in writing to us if we request you to. The Credit Card issued to you and any issued to any Additional Cardholder must not be used once you have given us this notification.
26. You must give us, or anyone we appoint to investigate, all available information as to the circumstances of the loss or theft of the Credit Card (or a device on which you have registered a Digital Card), or the disclosure of the PIN, 3D Secure Passcode or any other Security Credential and must take all reasonable steps to assist us, or any investigator to recover the missing Credit Card. We may need to give information concerning the loss or theft of the Credit Card (or a device on which you have registered a Digital Card) to appropriate persons and entities and by applying for and accepting the Credit Card you consent to that.
27. If you retrieve a Credit Card which has been reported as being lost, stolen or liable to misuse, destroy it by cutting in half through the chip.
28. Once you have reported the loss or theft of the Credit Card (or a device on which you have registered a Digital Card) to us, you will owe us nothing for any transactions carried out after your report.

### **If you need a replacement Credit Card**

29. Generally, we will replace any Credit Card that expires or is lost or mislaid. We will not replace a Credit Card where you or we have terminated this Agreement or cancelled the Credit Card or for security reasons.

### **Termination**

30. (a) You may ask us to close your Account at any time with immediate effect or by a future date you choose. If you do, these terms and conditions will come to an end only when you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, fees, charges and Government Stamp Duty).
- (b) The Bank may cancel this Agreement at any time on two months' notice to you.
- (c) In addition to the general right to cancel as set out above, and without any liability to you, the Bank may cancel this Agreement or, at the discretion of the Bank, may immediately block the use or operation of the Credit Card if:
- (i) you die or lose contractual capacity;
  - (ii) become bankrupt;

- (iii) become insolvent (under Irish or other law);
- (iv) you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise;
- (v) you have failed security checks in a manner that the Bank deems unacceptable; or
- (vi) there is a reasonable suspicion of unauthorised or fraudulent activity on the Credit Card; or
- (vii) there has been a breach of these terms and conditions by you. You will be notified if any Credit Card is so blocked or this Agreement is so cancelled. If the Credit Card is blocked, you will be advised as to how the block may be removed.

## **e) General Conditions**

- 31. We recommend you read all statement inserts and statement messages as they often contain information of importance to you including notices of changes to this Agreement.
- 32. Where we owe you money we may set off the sum we owe you against anything you owe us in respect of the Credit Card, without your consent and without the need to notify you. Note: if you have any account in credit with us we owe the balance to you and it is covered in this clause. We may also combine and consolidate your accounts with us.
- 33. If we do not exercise our rights against you following a breach of this Agreement our rights do not change.
- 34. We will not be liable for any delay or failure in performing any of our obligations in respect of the Credit Card where it arises directly or indirectly from an Act of God, (for example, a natural event, flooding, weather event, pandemic, other health emergency or seismic activity), civil disturbance, industrial dispute or any circumstances beyond our control.
- 35. You accept that we may disclose information and details of the Account and related matters to person(s) who enter into a contract to provide services to us which help us provide Credit Cards to customers.

## **f) Amendment of Terms and Conditions**

- 36. (a) We reserve the right for a valid reason to introduce new Terms and Conditions or to vary the existing Terms and Conditions including by varying fees and charges or introducing new ones. Here are examples of valid reasons for such things:
  - (i) To improve the services we provide customers;
  - (ii) To reflect any change in the costs we reasonably incur in administering credit card accounts;
  - (iii) To remove or change a service if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;
  - (iv) To reflect changes in our business model, the way we do business; or in our technology or in our systems;
  - (v) To introduce (or change) a fee or charge to ensure a service is cost effective or sustainable for us or

- makes a reasonable profit or provides a reasonable return on investment or equity;
- (vi) To reflect any change in taxation which affects the profit we earn from our ordinary activities;
- (vii) To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator;
- (viii) To better comply with a law, regulation or other legal duty; or
- (ix) Because one or more of the things listed has occurred or we have reason to believe they are likely to occur;

We will tell you in advance before we make any change of a type set out in this clause (however we may lower an interest rate without telling you in advance). If we change or add to these terms and conditions and you do not wish to accept the change you may end this Contract (there will be no charge for ending it) and close your Account, but first you must pay us any money, interest, fees, charges or Government Stamp Duty that you already owe in connection with your Account. If you do not ask us to end this contract, you are deemed to accept the changes which we tell you about on their effective date.

## **g) Law and Jurisdiction and Language**

37. (a) These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- (b) We will communicate with you in English in relation to the Credit Card and this Agreement.

## **h) Making a Complaint**

38. (a) We are committed to providing you with excellent service at all times and hope we do not give you grounds to complain. However, if you wish to make a complaint you may do so in a number of ways. You can call or write to us, avail of our online complaints form, and advise our branch teams. Our website [bankofireland.com/help-centre/customer-complaints-process](https://bankofireland.com/help-centre/customer-complaints-process) provides further details about these channels and our complaints process.
- (b) If we cannot resolve your complaint within five working days, we will respond to your complaint in writing or if we hold an email address or mobile contact details for you, you agree we may respond by email or another durable medium.
- (c) If you are not satisfied with our response you can refer the matter to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02

VH29. You can find information on how to access their resolution process by visiting their website at [fsp.oie](http://fsp.oie).

### **i) Supervisory Authority**

39. We are regulated by the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3.

### **j) Instalment Plan Terms and Conditions**

Please read carefully before availing of the Instalment Plan Feature. You or an Additional Cardholder can avail of an Instalment Plan feature on your Credit Card. The terms and conditions of the Instalment Plan are detailed below and these form part of this Agreement.

40. The Instalment Plan is a feature of the Credit Card, which allows you or an Additional Cardholder repay us for larger purchases of goods and services made with the Credit Card together with interest at the Instalment Plan Interest Rate, over the Instalment Plan term.
41. There are restrictions on the type of transactions that can be put on an Instalment Plan. The following transactions cannot be put on an Instalment Plan:
- (a) cash advances
  - (b) any transaction which is not the purchase of goods or a service
  - (c) any amounts automatically debited from the account under this Agreement including fees, charges, Government Stamp Duty, card protection or payment protection insurance
  - (d) any balance transferred to a deposit or savings account
  - (e) any purchase which would cause you to break this Agreement including any purchase/transaction which would cause you to exceed your Credit Limit
  - (f) any purchase attempted after you break this Agreement
  - (g) any purchases which are in dispute
42. A purchase for less than €250 cannot be put on an Instalment Plan.
43. A purchase can be placed on an Instalment plan no later than the second monthly statement received after the date of the purchase where the purchase has not been paid. We may allow a purchase shown on other monthly statements to be put on an Instalment Plan as an exception to this rule but if we do all the other rules will still apply.
44. Any purchase placed on an Instalment Plan will reduce the credit balance available on your credit card. The total of all Purchases you put on Instalment Plans may never exceed the Credit Limit applicable to the Credit Card.

### **Instalment Plan Interest Rate and how it works**

45. The Instalment Plan Interest Rate is the rate of interest that we apply to purchases moved to an Instalment Plan. This rate is specified on the Rates, Fees and Charges Table. This rate is variable and subject to change. The Instalment Plan Interest Rate will always be less than the general interest rate for purchases you make with the Credit Card. If you or an Additional Cardholder wish to put a purchase on an Instalment Plan you can do so online at [bankofireland.com](http://bankofireland.com), by ringing us on 0818 251 251 or at point of sale where available. We will let you know

- the Instalment Plan Interest Rate and the monthly repayment amount that will apply before you commit to an Instalment Plan.
46. Once a purchase is put on the Instalment Plan, interest at the Instalment Plan Interest Rate accrues daily on the amount you owe us on the Instalment Plan as it reduces over the period of the Instalment Plan. We will include details of each Instalment Plan in force on your monthly statements. Payment & Termination of Instalment Plan
  47. You must pay us each instalment of principal and interest under each Instalment Plan on the dates specified by us. If you fail to do this, you will break this Agreement.
  48. We can end an Instalment Plan whenever you break this Agreement but we must observe the requirements of Consumer Credit Law if we do this.
  49. If an Instalment Plan is ended by you or by us, we will apply interest at the standard rate for purchases made with the Credit Card to amounts removed from the Instalment Plan and these amounts will be added to the purchases which you must repay us as set out in condition 8.
  50. You can end an Instalment Plan whenever you wish by ringing us at 0818 251 251 or writing to us.

### **Unenforceable Clause, Waiver and Reading this Document**

- 51.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.
- 51.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 51.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.
- 51.4 Words and phrases defined in the Terms and Conditions are not case sensitive and have the same meaning regardless of whether an initial letter in a word is in uppercase (a capital) or lowercase.
- 51.5 The index and headings and explanatory notes used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.
- 51.6 When a person performs a transaction on your behalf in relation to your Account, these terms and conditions will apply just as if you had performed the transaction yourself. Each reference to "you" in these terms and conditions should be read as such.
- 51.7 Any reference to Consumer credit law is to the law, regulations and statutory codes which govern any credit card that you have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.
- 51.8 This clause only applies to these terms and conditions if you entered them on or after 29 November 2022. Nothing in these terms and conditions (a) takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our "Part 4 Liabilities") or (b) excludes or restricts any of our Part 4 Liabilities. No term or condition in the Offer



Letter is to be interpreted to exclude or restrict any of our Part 4 Liabilities. Here are examples of our Part 4 Liabilities: our duty to supply a service in conformity with a contract under which we supply a service to you which includes meeting the tests for subjective and objective conformity set out in Part 4 of the Act; our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; our duty to charge a reasonable price for a service where a contract between you and us does not set one out.

- 51.9 A reference to the singular includes a reference to the plural and vice versa, where this makes sense. For example, "person" can mean "persons", and "persons" can mean "a person".
- 51.10 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation.

## Distance Marketing Information

### **Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004**

#### **About us**

The credit card issuer is The Governor and Company of the Bank of Ireland (the "Bank" or "Bank of Ireland"). The Bank's principal business is the provision of financial services. The Bank's Head Office is at Baggot Plaza, 27-33 Upper Baggot St., Dublin, D04 VX58, Ireland and Registered Office is at 2 College Green, Dublin, D02 VR66. The Bank's Registered Number in the Companies' Office is C-1 and its VAT number is IE8Y42002P. If you wish to contact the Bank in connection with the credit card, please write to Bank of Ireland Credit Cards, PO Box 1102, Dublin 2, or contact us on 0818 251 251. Bank of Ireland is regulated by the Central Bank of Ireland.

#### **Description of Financial Service**

The financial service being supplied by the Bank is a credit card. A credit card may be used, subject to the credit limit agreed between the Bank and the cardholder, to purchase goods or services or obtain cash advances. The Bank will provide the cardholder with a monthly statement showing all transactions which have taken place on the account.

#### **Fees and Charges**

Interest rates and charges are as set out in the "Rates, Fees and Charges Table" for your Credit Card. Government Stamp Duty (currently €30) applies annually to the credit card account. Payment may be made by direct debit, through Digital Banking, at a Lodgement ATM, by post or in a Bank branch. We reserve the right to vary the interest rate, fees and charges relating to the Credit Card and/or the Account including any shown in the Rates, Fees and Charges Table. If we do so we will inform you of the changes (in a way we deem appropriate, except when the change is to your benefit. If the change is to your benefit we will make the change immediately and inform you of the change afterwards).

## **Your Right to Cancel/Termination**

You have the right under the Consumer Credit Regulations to withdraw from the Credit Card Agreement within 14 days of the receipt of the Credit Agreement. If you want to withdraw from the Credit Card Agreement please write to us at Bank of Ireland Credit Cards, PO Box 1102, Dublin

You will be liable for all transactions and all associated charges on your credit card account whether they arise during the 14 day period or not and you must pay these and anything else you owe us in connection with the Credit Card in full by the date which falls 30 days after the date of your withdrawal notice. If you cancel the credit card agreement your purchase/payment protection insurance, if any, will also be cancelled. If you wish to cancel your card protection insurance, if any, you will need to contact your insurer. If you do not cancel the agreement during the 14 day period it will continue until it has been terminated under the Credit Card Agreement. Subject to provisions of Consumer Credit Law, the Bank may at any time cancel or refuse to renew or replace the credit card. The circumstances in which the Bank can terminate the Credit Card Agreement are set out in the Terms and Conditions contained in this document.

## **Governing Law and Language**

The Credit Card Agreement (which is the establishment of legal relations between you and us in connection with the Credit Card) and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland. The English language is and will be used for the purpose of interpreting the Terms and Conditions of the Account and for this and all communication in connection with the Account.

Bank of Ireland is regulated by  
the Central Bank of Ireland.  
37-1581R.1 (02/24) (A)

