

## Classic & Platinum Advantage Credit Card conditions of use

### a) Definitions used in this Agreement

- (i) **"Bank"** "us" "we" and "our" means the Governor and Company of the Bank of Ireland having its Head Office at 40 Mespil Road, Dublin 4. Ireland and its successors, assigns and transferees.
- (ii) **"you"**, **"your(s)"** means any person to whom we issue a Credit Card and includes each Principal Cardholder and Additional Cardholder.
- (iii) **"Account"** means as set out in Condition No. 7 "How your Account Works" below.
- (iv) **"Additional Cardholder"** means a person to whom we issue a Credit Card on the Credit Card Account at the request of a Principal Cardholder.
- (v) **"Balance Transfer Rate"** means as set out in Condition No. 8 (d).
- (vi) **"Banking Day"** means the periods of time in any one day during which the Bank is open for business in Ireland, and "non-Banking Day" (i.e. Saturdays, Sundays and Bank Holidays) shall be construed accordingly.
- (vii) **"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.
- (viii) **"Card Carrier"** means the letter from us to you with which we enclose the Credit Card.
- (ix) **"Cash Advance"** means when you use the card to receive cash or cash substitute (e.g. travellers cheques).
- (x) **"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.
- (xi) **"Credit Card"** means the credit card(s) issued by us to you or to an Additional Cardholder.
- (xii) **"Chip"** means an integrated circuit embedded in the Credit Card.
- (xiii) **"Group"** means all of the separate legal entities that comprise the Bank of Ireland Group.
- (xiv) **"Payment Machine"** means a machine that accepts a Credit Card as payment for a transaction.
- (xv) **"Payment Plan"** is a feature of the Credit Card described in Condition 39.
- (xvi) **"PIN"** means your personal identification number for you to use with the Credit Card.
- (xvii) **"Principal Cardholder"** means the Credit Card Accountholder.
- (xviii) **"PSR"** means the European Communities (Payment Services) Regulations 2009 and PSR regulated payments means any payments where the payment service providers of both the payer and payee are located within the EEA and where such payments are made in euro or any other EEA currency.
- (xix) **"Retailer"** means a supplier of goods or services or cash advances other than us.
- (xx) **"Schemes"** refers to MasterCard and Visa schemes.
- (xxi) **"Rates, Fees and Charges Table"** means the table of Rates, Fees and Charges which are included in this document or which we make available to you separately.
- (xxii) **"3D Secure"** means a protocol used as an added layer of security for online credit card transactions.
- (xxiii) **"3D Secure Password"** means your personal password for you to use 3D Secure.

### b) The Credit Card

- (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.
2. The Credit Card belongs to us. This means we may take it back at any time. If you are asked, you must return the Credit Card immediately to us.
3. The Credit Card and its PIN are only to be used by you. We see use of the PIN with the Chip Credit Card as proof that you personally carried out the transaction(s) or were in breach of Clause 6(i) and/or Clause 26 (a), (b) or (c).
4. 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 on the Account, including those made by a secondary/additional cardholder on the Account.
5. The Bank may at any time cancel or refuse to renew the Credit Card.
6. You must:
  - (i) sign the Credit Card as soon as you receive it from us
  - (ii) You must keep your PIN and 3D Secure Password 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 Password.
  - (iii) always protect the Credit Card. Take all reasonable precaution to ensure the Credit Card 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 (you should return the Credit Card to us if you have)
  - (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.

### c) How your Account works

This Part (c) of the Agreement applies to you if you are a Principal Cardholder only.

7. We open a Credit Card Account (the "Account") for you where you are a Principal Cardholder. We record all of the transactions including purchases and cash advances carried out with the Credit Card and any Additional Cards on the Account. We deduct interest, fees, charges, Government Stamp Duty and any other amounts concerning the Credit Card from the Account.

### Interest

8. (a) **Interest Rates.** 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.
- (b) **Interest Free Periods.** If you repay us everything you owe us on the Account as shown on a monthly statement by the payment date we specify in the monthly statement, we will not charge you interest on any purchases or cash advances shown in that monthly statement. Otherwise, you forfeit the interest free period and we will charge interest, including interest on each purchase, cash advance, unpaid cash advance fee and cross border handling fee from the date of the transaction. We charge such interest at the rate we show you on your latest monthly statements. This rate may differ from the rate in force on the date of the cash advance or purchase.
- (c) **Accrual/Payment.** Any interest you owe us accrues daily and we will debit accrued interest from the Account monthly.
- (d) **Balance Transfers.** We charge a reduced rate of interest (the Balance Transfer Rate) on balances you owe to another credit card provider and which you transfer to the Account with our agreement. The Balance Transfer Rate applies in the period which we show in the Rates, Fees and Charges Table. 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 we open the Account. If you transfer a balance after that date, the Balance Transfer Rate will apply for the part of the period (if any) which remains. 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 statements of Account, generally monthly. Additional Cardholders do not receive Account statements.
- (b) 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 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.
- (c) 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:
  - (i) Any monthly payment due to us under a Payment Plan (oldest first)
  - (ii) Interest on any fees and transactions, which you have not paid when due to us, excluding interest on cash advances
  - (iii) Account fees and charges other than annual fees and cash advance fees
  - (iv) Insurance premiums
  - (v) Annual fees
  - (vi) Interest on cash advances
  - (vii) Cash advance fees
  - (viii) Balance transfers
  - (ix) Purchases shown on previous statements or the latest statement
  - (x) Cash advances shown on previous statements or the latest statement
  - (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 Payment Plans (oldest first)
- (b) The proceeds of any cheque lodged to the Account in any currency other than euro will be converted to euro at the exchange rate determined by the Bank on the date such transaction is credited to the Account. The charges which apply are shown in the Rates Fees and Charges Table. If the cheque is later returned unpaid, it will be converted to euro at the exchange rate determined by the Bank on the date such transaction is debited to the Account. The Bank will not be responsible for any losses incurred.
- (c) If an amount is debited or credited to the Account in error by the Bank, the Bank may make any necessary correcting entry to the Account without the need for approval from you. Direct Debits
11. (a) Provided you have completed a valid direct debit instruction, the Bank will pay direct debits presented on the Account. The Bank has no obligation to you in relation to the goods or services being provided by a direct debit originator under the terms of a direct debit instruction.
- (b) It is the obligation of the direct debit originator to inform you in advance of the amount and date of the collection of the direct debit. The advance notice can take the form of an invoice or a one-off notice detailing a series of payments over a period of time.
- (c) You may cancel a direct debit instruction set up on the Account by notifying the Account holding Bank branch in writing. The Bank shall have no liability to you in respect of any payment made by the Bank on foot of a validly held direct debit instruction where the notification to cancel was not received by the Bank by close of business on the Banking Day prior to the next scheduled date of payment.
- (d) The cancellation of a direct debit instruction does not in any way alter any agreement in place between you and the direct debit originator. The Bank has no obligation to you or the originator in respect of alternative arrangements for the payment of goods or services.
- (e) Provided it is established that an unauthorised direct debit was debited to the Account, the Bank will refund the Account with the amount so charged.
- (f) For a period of eight weeks from the date upon which any direct debit payment was debited to the Account, you may request a refund of the payment where:
  - (i) The direct debit authorisation did not specify the exact amount of the payment; and
  - (ii) The amount of the direct debit payment exceeded an amount you could reasonably have expected.
- (g) Notwithstanding the provisions of 11(f) above, you will not be entitled to any such refund where:
  - (i) You provided direct consent to the Bank to execute the direct debit payment in question; and, where applicable
  - (ii) information regarding the direct debit payment in question was provided to you by the Bank or the direct debit originator at least four weeks prior to the due date for payment of the direct debit.
  - (h) Where you request a refund in accordance with 11(f) above the Bank shall within ten days either refund the payment in full or refuse the refund request and advise you of the reasons for such refusal.

### Account Transactions

12. (a) You shall be responsible for ensuring the correctness and accuracy of all payment orders to the Account and the Bank will have no obligation to check whether the name of the Account or other information provided with the payment order is correct.
- (b) You agree that any incoming payment to the Account made by either you or a third party is determined solely on the basis of the Account Number and Sort Code accompanying the payment. Where the Account Number or Sort Code is incorrectly stated on any such incoming payment, the Bank shall have no liability for the non-execution or defective execution of the payment order to the Account.
- (c) Without liability, the Bank may refuse to act on any incoming or outgoing payment order if the payment order does not contain the BIC and IBAN, or Sort Code and Account Number, or any other necessary unique identifier of the beneficiary. In the event that the Bank refuses to process any such outgoing payment order, the Bank will advise you accordingly.
- (d) In respect of payments out of the Account, (debit payments), the date of receipt of such payment orders ("D") will, subject to applicable Cut-Off Times, be that Banking Day where the payment order is received by the Bank. The Bank will process all payment orders received such that the beneficiary bank will be credited within three (3) Banking Days of the date of receipt by the Bank of said payment order (D+3). With effect from January 1, 2012 the Bank will process all payment orders received such that the beneficiary bank will be credited within one (1) Banking Day of the date of receipt by the Bank of said payment order (D+1). The above referenced transaction processing times apply only to PSR regulated payments and any non-PSR regulated payments may take longer to process.
- (e) In respect of payments into the Account, (credit payments), the Account will, subject to applicable Cut-Off Times, be credited with the amount of any such payment on the same Banking Day as the payment is received by the Bank, save where the date of receipt is not a Banking Day in which circumstances the Account may not be credited until the next Banking Day.

### Disputed or Unauthorised Transactions

- 13.(a) The Bank recommends that you retain all vouchers/counterfoils to check them against their monthly statements. You must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transactions.
- (b) In the case of a dispute between you and the Bank regarding a transaction, the books and records kept by or on behalf of the Bank (whether on paper, microfilm, by electronic recording or otherwise) shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by the Bank in connection with any matter or dealing relating to the Account.
- (c) In the event of an unauthorised transaction out of the Account, the Bank will, subject to 13(d) and 13(e) below, refund the amount of such unauthorised transaction and will restore the Account to the state it would have been in but for the unauthorised transaction.
- (d) Where such unauthorised transactions have resulted from the loss, theft or misappropriation of the Credit Card, PIN or 3D Secure Password and where such loss, theft or misappropriation was reported to the Bank without undue delay you will be liable for such unauthorised transactions up to a maximum of €75.
- (e) Where any such unauthorised transactions arise as a result of any fraud or gross negligence on your part, you shall be liable for the full amount of such unauthorised transactions.
- (f) In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, the Bank will refund the amount of such incorrectly executed transaction and will restore the Account to the state it would have been in had the incorrectly executed transaction not taken place.
- (g) If you use the 3D Secure service, such use will constitute acceptance of the terms and conditions of 3D Secure. These terms and conditions can be found at [www.bankofireland.com](http://www.bankofireland.com)
- (h) If you use the 3D Secure service, you agree that we can conclude that the transaction was made by you

#### d) How the Credit Card works

##### PIN Machines & ATMs

- 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 may vary at any time. 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 are not obliged to provide ATM facilities and do not have to notify you if we withdraw any ATM or limit its hours of use. The Bank shall not be liable for any loss or damage resulting from failure or malfunction of an ATM or a credit card.

##### Retailers

- You may use the Credit Card in conjunction with the PIN at a Payment Machine. To authorise a transaction the Cardholder must enter the PIN on the PIN pad attached to the 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 or internet transaction. The 3D Secure Password will be required to authorise online credit card transactions with participating merchants.
- In no circumstances will the Bank be liable for the refusal of a Retailer to accept or honour the Credit Card. 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. If we give the Retailer such an authorisation, it will reduce the available balance of your credit limit.
- Sometimes, as part of our system to protect you against fraud, we issue a "referral" message to a Retailer requiring the Retailer to contact the Bank to ensure it is you who have presented the Credit Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.
- 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 on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer and until so credited the Account will be payable in full. Refunds are not treated as payments made to the Account and therefore will not be reflected in the current statement amount due for settlement. The full amount due on the statement must be settled in the normal manner to ensure you maintain the interest free period and any refund received will be recognised and taken into account in the following Statement. We are not responsible for any goods and/or services that we do not supply. We will have no dealings with a Retailer on your behalf in connection with goods or services supplied by a Retailer

##### Limits & Rules Abroad

- 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.
- 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 on the Table of Rates, Fees and Charges which accompanies the application form for Credit Cards and also on the Table of Rates, Fees and Charges shown on the Credit Agreement.

##### Additional Cardholders

- If you are the Principal Cardholder:
  - you can nominate a person as an Additional Cardholder by sending us a request in writing and we may issue an additional Credit Card and a separate PIN to the person you nominate;
  - you must pay all amounts due to us in connection with the use of any Credit Card issued to an Additional Cardholder as if you used it yourself;
  - you authorise us to act on notification of change of personal details and requests for information and services in respect of the Account from any Additional Cardholder nominated by you; and
  - we will cancel an additional Credit Card issued to an Additional Cardholder if you ask us to but we may require you to return it to us first (cut in half vertically through the Chip).
- If you are an Additional Cardholder:
  - use of your additional Credit Card is an acceptance of the Credit Card Conditions of Use
  - you are not allowed to apply for additional Credit Cards or an increase in the credit limit
  - we will cancel a Credit Card issued to you if you ask us to but we may require you to return it to us first (cut in half vertically through the Chip).

##### If you lose the Credit Card

- You must tell us immediately if the Credit Card is lost or stolen or if the PIN or 3D Secure Password becomes known to any unauthorised person. Call Card Services 1890 706 706 or call +353 56 7757007 (if outside Ireland). 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.
- 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 the disclosure of the PIN and/or 3D Secure Password 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 to appropriate persons and entities and by applying for and accepting the Credit Card you consent to that.
- If you retrieve a Credit Card which has been reported as being lost, stolen or liable to misuse, it must not be used but must be sent immediately (cut in half vertically through the Chip) to Bank of Ireland Credit Cards, PO Box 1102, Dublin 2.
- Once you have reported the loss or theft of the Credit Card to us, you will owe us nothing for any transactions carried out after your report. Also, any transactions proven to be fraudulent to our reasonable satisfaction will be re-credited to the Account. Note: you will owe us amounts which arise from the use by someone other than you of the Credit Card as if it had been used by you yourself:
  - you acted fraudulently or negligently; or
  - the Credit Card was lost or stolen and the PIN became available to the finder or thief or someone else who had access to the Credit Card; or
  - someone possesses the Credit Card with your consent and uses it or gives it to someone else; or
  - you do not notify the Bank of the loss or theft of the Credit Card immediately and without delay in the way we require you to do; or
  - you do not co-operate fully with us or others in any investigation concerning the theft or loss of the Credit Card or any attempt to retrieve it. This condition 26 is subject to Condition 13.

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

- 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.

##### If you want to return the Credit Card

- You can return the Credit Card to us at any time. You will continue to owe us money for the use of any additional Credit Cards on your Account so you should make sure you return those too. You should destroy all Credit Cards by cutting them in half vertically through the Chip. Send the Credit Card(s) back to Bank of Ireland Credit Cards, New Century House, Mayor Street Lower, IFSC, Dublin 1. Be aware that even though you return the Credit Card(s) you will still be liable for Government Duty relating to the Account. You should also ensure that you cancel any direct debits with third parties by writing to them. If you do not do so you will be liable for amounts charged to the account.

##### Termination

- You may cancel this Agreement at any time by sending a written notice to the Bank and provided you pay us everything you owe us in connection with the Credit Card and return the Credit Card and any additional Credit cards to us as set out in Clause 20 above.
  - The Bank may cancel this Agreement at any time on two months notice to you.
  - 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 in circumstances where:
    - the Bank is made aware of your death, bankruptcy or other act of insolvency; or
    - You have failed security checks in a manner that the Bank deems unacceptable; or
    - there is a reasonable suspicion of unauthorised or fraudulent activity on the Credit Card; or
    - there has been a breach of these terms and conditions by you. Where any Credit Card is so closed or blocked, you will be notified and, where the Credit Card is blocked, you will be advised as to how the block may be removed.

##### e) General Conditions

- 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.
- 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.
- If we do not exercise our rights against you following a breach of this Agreement our rights do not change.

- 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, civil disturbance, industrial dispute or any circumstances beyond our control.
- 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

- We reserve the right to introduce new Terms and Conditions or to vary the existing Terms and Conditions including by varying fees and charges or introducing new ones. If we do so we will inform you of the changes in a way we deem appropriate. You will then be free to cancel the Agreement with us provided you pay us everything you owe us in relation to the Account. If you do not notify us that you do not accept the changes we will regard you as having accepted them when they come into force.
  - We reserve the right to vary any interest rate relating to the Credit Card and/or the Account. 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).

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

- This Agreement is subject to Irish Law and the Courts of Ireland have jurisdiction in connection with it and the Credit Card.
  - We will communicate with you in English in relation to the Credit Card and this Agreement.

##### h) Making a Complaint

- If you wish to make a complaint you may do so by writing to us at Bank of Ireland Credit Cards, New Century House, Mayor Street Lower, IFSC, Dublin 1. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2.

##### i) Supervisory Authority

- We are regulated by the Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2.

##### Payment Plan Terms and Conditions

Please read carefully before availing of the Payment Plan Feature. You can avail of a Payment Plan feature on your Credit Card. The terms and conditions of the Payment Plan are detailed below and these form part of this Agreement. Ring us at 1890 251 251 if you wish to put a purchase on a Payment Plan.

- The Payment Plan is a feature of the Credit Card, which allows you repay us for larger purchases of goods and services made with the Credit Card together with interest at the Payment Plan Interest Rate, over a 12 month period Payment Plan.
- There are restrictions on the type of transactions that can be put on a Payment Plan. You cannot put the following transactions on a Payment Plan:
  - cash advances
  - any transaction which is not the purchase of goods or a service
  - any amounts automatically debited from the account under this Agreement including fees, charges, Government Stamp Duty, card protection or payment protection insurance
  - any balance transferred to a deposit or savings account
  - any purchase which would cause you to break this Agreement including any purchase/transaction which would cause you to exceed your credit limit
  - any purchase attempted after you break this Agreement
  - any purchases which are in dispute
- You can have up to two purchases on a Payment Plan at any one time.
- You cannot put a purchase for less than €500 on a Payment Plan.
- You can only put a purchase shown on your latest Credit Card statement on the Payment Plan and you cannot do so once an amount shown in the statement has already become due for payment. We may allow you to put a purchase shown on other monthly statements on a Payment Plan as an exception to this rule but if we do all the other rules will still apply.
- The total of all Purchases you put on Payment Plans may equal up to 80% of the credit limit applicable to the Credit Card. We will not permit you to exceed this limit.

##### Payment Plan Interest Rate and how it works

- The Payment Plan Interest Rate is the rate of interest that we apply to purchases moved to a payment plan. This rate is specified on the Rates Fees and Charges Table. This rate is variable and subject to change. The Payment Plan Interest Rate will always be less than the general interest rate for purchases you make with the Credit Card. Ring us at 1890 251 251 if you wish to put a purchase on a Payment Plan. We will let you know the Payment Plan Interest Rate and the monthly repayment amount that will apply before you commit to a

##### Payment Plan.

- Once you put a purchase on the Payment Plan, interest at the Payment Plan Interest Rate accrues daily on the amount you owe us on the Payment Plan as it reduces over the period of the Payment Plan. We will include details of each Payment Plan in force on your monthly statements.

##### Payment & Termination of Payment Plan

- You must pay us each instalment of principal and interest under each Payment Plan on the dates specified by us. If you fail to do this, you will break this Agreement.
- We can end a Payment Plan whenever you break this Agreement but we must observe the requirements of Consumer Credit Law if we do this.
- If a Payment 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 Payment Plan and these amounts will be added to the purchases which you must repay us as set out in condition 10 above.
- You can end a Payment Plan whenever you wish by ringing us at 1890 251 251 or writing to us.

##### Card Protection Plan (CPP)

- CPP Cover is provided by Homecare Insurance Limited, an insurance company authorised by the Financial Services Authority of the United Kingdom and operating in Ireland under EU freedom of movement provisions which has chosen Irish law to govern your policy. The premium payable (including Stamp Duty payable on the issue of the policy) is set out on your application for cover. Complaints should be addressed to The Complaints Manager, Homecare Insurance Limited, PO Box 3899, Dublin 1, Ireland. If you remain dissatisfied, you may then refer your complaint to the UK Financial Ombudsman Service.

##### Purchase/Payment Protection

- Where purchase/payment protection insurance is taken the principal Cardholder acknowledges that such insurance is subject to terms and conditions which will be sent out to you when we process your application for payment protection insurance. The Bank will debit the purchase/ payment protection insurance premiums (if any) to the account on each monthly statement date.

##### Platinum Advantage Card

The following additional clauses apply if your Credit Card is a Platinum Advantage Credit Card.

- You may use the Platinum Advantage Credit Card as a cheque guarantee card to cash your own cheques in our branches on the following conditions:
  - Each cheque you cash must be (i) in your own name; (ii) taken from one of our pre printed cheque books, and (iii) drawn on your personal current account with us;
  - Each cheque must be in an amount of €635 or less;
  - You may not use the Platinum Advantage Card to cash cheques of a total value of more than €635 on any day;
  - Each cheque must be signed by you in front of one of our officials;
  - The number of the Platinum Advantage Card must be written on the back of the cheque;
  - We will take the amount of the cheque from your personal current account and you must have enough money in your personal current account to meet the cheque;
  - You cannot stop payment on a cheque which is guaranteed by us with the Platinum Advantage Card.
- You can withdraw cash by using your Credit Card and entering your PIN at any Bank branch.
- You must pay us an annual fee each year for the Platinum Advantage Credit Card. This amount is detailed on the Table of Rates, Fees and Charges. We will take the fee from the Account. No part of the fee will be refundable by us.

# Consent to use personal data

By signing this form I consent to the Bank of Ireland Group and its contracted agents storing, using and processing my personal details:

- (a) to manage and administer my accounts, policies or other financial products;
- (b) to process my applications for credit or financial services;
- (c) to carry out business and market research and compile statistics;
- (d) to help detect fraud and dishonesty;
- (e) to form a single view of my entire relationship with the Bank of Ireland Group (whether as a consumer or in connection with my trade, business or profession) to enable it manage and develop the relationship;
- (f) to enable business units in the Bank of Ireland Group share or access my personal details for the purposes set out in this consent (but not for the purposes of direct marketing where I have indicated to the Bank of Ireland Group I do not want it);
- (g) to contact me by post, telephone, text message, electronic mail, facsimile or other means but not in a way contrary to my instructions to the Bank of Ireland Group or contrary to law or regulation;
- (h) (where I apply for or avail of a credit facility) to carry out credit reviews including automated credit decision processes and to obtain details of my credit history from the Irish Credit Bureau ("ICB") or other credit rating agency;
- (i) (where I have not indicated otherwise to the Bank of Ireland Group) to directly market the products and services of the Bank of Ireland Group or of suppliers selected by the Bank of Ireland Group using a form of communication permitted by me under paragraph (g) above; and
- (j) to establish my identity, residence and tax status in order to comply with law and regulation concerning taxation and the prevention of money laundering or terrorist financing.

I consent to the Bank of Ireland Group disclosing my personal details:

- 1) (where I apply for or avail of a credit facility) to the ICB or other credit rating agency and I also consent to the ICB or other credit rating agency disclosing details of my credit history (and using those details for credit scoring purposes) to the Bank of Ireland Group or other institutions to which I apply for credit facilities;
- 2) to facilitate a potential or actual transfer of any loan or product provided to me or in connection with a securitisation;
- 3) to its contracted agents and to recipients abroad but only for purposes indicated in this consent and only where the Bank of Ireland Group complies with Irish data protection law in doing so.

This consent does not limit any other consent I have given (or may give) to the Bank of Ireland Group to process or disclose my personal details.

In this consent:

"Bank of Ireland Group" means the Bank of Ireland and its present and future subsidiaries.

"contracted agents" means entities which have contracted with the Bank of Ireland Group to assist it in the conduct of its business or in providing services to me.

"I", "me", "my" is a reference to each of us where more than one of us have signed this form.

"personal details" means information concerning me which Bank of Ireland Group has including information given by me or others verbally or in writing, information contained in application forms and records of my transactions with the Bank of Ireland Group.

# 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 Registered Number in the Companies' Office is C-1 and has its Registered Office at 40 Mespil Road, Dublin 4. The Bank's 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 1890 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 this brochure, your credit card agreement and in the "Personal Credit Cards - New Accounts, Rates Fees and Charges" table provided with this brochure. Government stamp duty (currently €30) applies annually to the credit card account. Payment may be made by direct debit, Bank of Ireland 365, ATM, 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). We will notify you of any interest rate change before it comes into effect. From the day of account opening certain fees will apply which are outlined in the "Personal Credit Cards - New Accounts, Rates Fees and Charges" table provided with this application.

## Your Right to Cancel/Termination

You have the right under the Consumer Credit Regulations to withdraw from the Credit Agreement within 14 days of the receipt of the Credit Agreement. 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 Homecare Insurance Limited at PO Box 3899, Dublin 1. If you do not cancel the agreement during the 14 day period it will continue until it has been terminated under the Credit Agreement. Subject to the provisions of the Consumer Credit Regulation, 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 agreement are set out in the Credit Agreement contained in this document.

## Governing Law and Language

The Credit Card Credit Agreement the establishment of legal relations between you and us in connection with the Credit Card will be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with such matters. The English language will be used for the purpose of interpreting the Conditions of Use and for all communication in connection with the credit card.

## Making a Complaint

If you wish to make a complaint you may do so by writing to us at Bank of Ireland Credit Cards, PO Box 1102, Dublin 2. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2.

## 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 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 on previous page). Your credit rating may be affected.