

# GENERAL TERMS AND CONDITIONS

## 1. DEFINITIONS

**“Account”** – the account we open to record Transactions;

**“Additional Cardholder”** – any person who is resident at the same address as the principal cardholder and to whom you have asked us to give a Card so that person can use the Account;

**“Agreement”** - the agreement between you and us which includes these General Terms and Conditions;

**“Balance Transfer”** – a payment we make on your request to another organisation which pays off or reduces the amount that you owe to that other organisation excluding any Bank of Ireland Group company;

**“Bank of Ireland Group”** – us and any company which is from time to time a holding company of us, a subsidiary or subsidiary undertaking of us or that holding company and “subsidiary” and “holding company” shall have the meanings given in Section 1159 of the Companies Act 2006;

**“Card”** – the credit card or any replacement credit card which we give you or an Additional Cardholder to use with the Account;

**“Cash Advance”** – any Transaction under which you or any Additional Cardholder receive cash or a cash substitute (for example, travellers’ cheques) by using the Card;

**“Cash Limit”** – the maximum amount we allow you to owe us on the Account for Transactions which are Cash Advances;

**“Chip”** – an integrated circuit embedded in the Card;

**“Credit Intermediary”** – means AA Financial Services Limited (AAFS) whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA (Company No. 912211);

**“Credit Limit”** – the maximum amount we allow you to owe us on the Account as notified to you from time to time;

**“Credit Reference Agencies”** – means each of Experian Limited and/or Equifax Europe (UK) Limited and/or Callcredit Information Group Limited and/or such other entities appointed by us from time to time to conduct credit reference checks;

**“MasterCard Exchange Rate”** – the exchange rate set by MasterCard from time to time, as shown, where applicable, on your statement;

**“Payment Machine”** – a machine capable of accepting the Card and/or Card details as payment for a Transaction;

**“PIN”** – your personal identification number issued by us to you, generally required at point of sale, or at an Automated Teller Machine (“ATM”), in order to authorise a Transaction;

**“Promotional Balance”** – means the amount you owe to us on the Account for Transactions made under a Special Promotion;

**“Purchase”** – any Transaction other than a Balance Transfer or Cash Advance under which you or any Additional Cardholder make payment using your Card;

**“Recurring Transaction”** – a regular payment (other than a direct debit or standing order) collected from your Account;

**“Retailer”** – a supplier of goods, services or Cash Advances;

**“Special Promotion”** – means a promotion we may make available to all or some cardholders from time to time (excluding introductory offers available to new card holders);

**“Transaction”** – any Balance Transfer, Purchase or Cash Advance;

**“We” and “Us”** – Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 7022885 and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be assigned or transferred;

**“You”** – the customer who is the principal cardholder on the terms of this Agreement.

## 2. CARD

2.1 The use of the Card is subject to the terms of this Agreement as the same may be varied by us from time to time.

2.2 The Card and PIN may only be used by you and any Additional Cardholder.

2.3 The Card belongs to us. It must be cut in half vertically through the Chip immediately upon request. We or any person acting on our behalf may retain the Card.

2.4 In this Agreement, references to the use of the Card shall include the use of the Card number (for example, for telephone or internet purchases) and use of the Card number shall be subject to the terms of this Agreement in just the same way as use of the Card.

## 3. PROTECTING YOUR ACCOUNT

You must:

- sign the Card immediately upon receiving it;
- memorise and keep secret your PIN, never write down or record your PIN, and destroy the notification of your PIN as soon as you receive it;
- take all reasonable care and precaution in the custody of the Card and ensure that the Card is not lost, mislaid or stolen;
- keep your Card receipts safe and dispose of them carefully;

- never give your Account details, Card number or security information to anyone unless you know who they are and why they need them;
- not allow anyone else to use your Card, PIN, Card number, password or other security information;
- make sure that any Additional Cardholder observes these terms and conditions to protect your Account;
- comply with any new and/or enhanced security measures we may introduce from time to time.

#### **4. USING YOUR ACCOUNT**

- 4.1 We will debit or credit the amounts of all Transactions to your Account.
- 4.2 Any Transaction occurring in a currency other than sterling will be converted into sterling at the MasterCard Exchange Rate for Transactions prevailing on the date the Transaction is charged to the Account.
- 4.3 You must not:
- exceed the Credit Limit;
  - assume that the Credit Limit is still valid if there is a breach of this Agreement;
  - use the Card before or after the period for which it is stated to be valid or after any notification given to you or to any Additional Cardholder of its withdrawal, or after this Agreement ends;
  - use the Card as payment for any illegal purchase.
- 4.4 We may restrict your Cash Limit to a percentage of your Credit Limit. If we do, we will notify you of your Cash Limit at that time.
- 4.5 You cannot stop a Balance Transfer, Purchase or Cash Advance after it has been made.
- 4.6 If you do not make the minimum payment as shown on your statement by the payment due date, we may remove any or all promotional/introductory rates and charge instead our standard variable rates as applicable.
- 4.7 At the end of any promotional/introductory period, any outstanding balances will be subject to the applicable standard variable rate.
- 4.8 You are not permitted to have a credit balance on the Account and therefore you should not make payments that would place the account in credit, as these may not be processed.
- 4.9 If you instruct us to make any payments to or from the Account and you provide us with incorrect payment details, this may result in a delay in any debits or credits to or from your Account.

#### **5. BALANCE TRANSFERS**

- 5.1 We reserve the right to refuse a Balance Transfer or limit the amount for any reason; in any event there is a minimum amount of £100 and a maximum of your Credit Limit less £200.
- 5.2 Each Balance Transfer is subject to a fee, as set out in the 'Charges' section of your Agreement.
- 5.3 It may take up to 3 weeks to process a Balance Transfer. You should therefore continue to make payments to the other lender(s) (if appropriate) until the Balance Transfer shows as a credit on your account with the other lender(s).
- 5.4 If you fail to pay at least your minimum payment or exceed the Credit Limit during the period of any Balance Transfer we may withdraw the lower rate and instead charge interest on that balance at the applicable standard variable rate.

#### **6. FEES AND CHARGES**

- 6.1 The amounts of our fees and charges and details of when they will be payable can be found in your Agreement. These fees and charges will be debited directly to your Account.
- 6.2 We may at any time increase or decrease any fee or charge payable under this Agreement or introduce a new charge for any service provided under or in connection with this Agreement. If we do this we will give you notice as provided in Clause 8 below.
- 6.3 If at any time you become a resident in the Republic of Ireland you are liable to pay Government Stamp Duty. The fee is currently €30. We will debit your Account annually for each year or part year ending 1 April with a sterling equivalent amount using the average rate of exchange forecasted by Us for the year immediately following rounded down to the nearest or lower whole pound sterling. If for any reason your Account is terminated prior to 1 April in any year ending on this date the fee is payable immediately (together with any other payments which may be due). This is Republic of Ireland Revenue legislation.

#### **7. INTEREST**

- 7.1 The APR and rates of interest payable by you under this Agreement and details of how and when interest will be charged can be found in your Agreement as varied, if applicable, by any notice of variation we have communicated to you.
- 7.2 All interest payable by you under this Agreement will be debited directly to the Account.
- 7.3 The total charge for credit at the 'Total amount payable' section of your Agreement is based on the assumption of a Credit Limit for Purchases of £1,200, debited to the Account in full for a period of one year at the standard rate of interest for Purchases, with the credit being repayable in 12 equal monthly instalments beginning one month after the date of this Agreement. The 'Total amount payable' shown in your Agreement is only illustrative.
- 7.4 We may charge interest on interest if you do not pay the minimum payment amount shown on your statement.

#### **8. CHANGES**

- 8.1 We may at any time change:

- the Credit Limit;
  - the Cash Limit;
  - the rates of interest;
  - any charge or fee payable under this Agreement;
  - any other term of this Agreement.
- 8.2 Changes in interest rates, the Credit Limit, or to any of our charges or fees may be personal to you and may be as a result of a change in your personal risk profile.
- 8.3 In addition to the changes mentioned in Clause 8.2, there may also be changes caused by a change in market conditions or banking practice, alterations in the costs of maintaining the Account, complying with legal or regulatory requirements or recommendations or codes of practice, changes in technology, to introduce a new service or improve the service we already offer you, to correct any errors, to make the terms of this Agreement clearer or more favourable to you, or for any other valid business reason.
- 8.4 Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not wish us to increase the Credit Limit, you should contact us. Before we agree to significantly increase your Credit Limit we will assess your credit profile on the basis of either or both our own database and those of the Credit Reference Agencies.
- 8.5 We may also change this Agreement by adding new terms or deleting existing terms, or both.
- 8.6 We will tell you about any changes (including any changes in interest rates) by:
- advising you in your monthly statements; or
  - sending you a separate written notice by post or electronically (including by e-mail, SMS messages, or similar).
- 8.7 If the change is to your benefit, we will implement it as soon as possible and tell you within 30 days of the change having taken place. However, we will give you at least 30 days' notice of any increase to your Credit Limit.
- 8.8 If the change is not to your benefit we will give you at least 30 days' advance notice, except for any reduction to your Credit Limit
- 8.9 If we reduce your Credit Limit:
- such reduction shall be with immediate effect where there is a reduction of unutilised credit or any of the circumstances set out in clause 11.2 apply;
  - we will give you at least 30 days' notice in all other circumstances. The new Credit Limit will not be lower than the balance outstanding at the time of the notice.
- 8.10 You are entitled to reject any increase in your interest rate or any change to the terms of this Agreement in accordance with clauses 12.2 and 12.3.

## 9. PAYMENTS TO THE ACCOUNT

- 9.1 Details of the payments you must make under this Agreement and when those payments must be made can be found at the 'Timing of repayments' and 'Amounts of repayments' sections of your Agreement. We will apply those payments in the order set out in Section 9.4.
- 9.2 Payments can be made in the following ways:
- By Direct Debit:** Several options are available. Please call Customer Services on 0345 600 5606, login to the Mobile Servicing App or visit the Credit Card page at [www.theAA.com/credit-card](http://www.theAA.com/credit-card) for further information.
- By mobile app:** Debit card payments can be made through AA Credit Card's Mobile Servicing App which is available on Android and iOS devices. The mobile app can be downloaded from the associated app stores.
- By phone/web:** If you use phone or internet banking with other Banks or Building Societies, you may be able to instruct them to make a payment to your credit card Account.
- 9.3 You must pay the minimum payment by the due date shown on your statement. If, at any time, we do not insist on our strict rights under the Agreement, it will not prevent us from doing so on another occasion.
- 9.4 Payments we receive will be applied to the different amounts of your outstanding balance in the order of highest interest rate to lowest interest rate. If you have more than one balance at the same interest rate, your payment will be applied against transactions in the order of Cash, Purchases, Introductory Purchase Balances, Fees and Charges, and Promotional Balances. If you have more than one Promotional Balance at the same interest rate, your payment will be applied against the Promotional Balance that ends first. If the payment is greater than your monthly statement balance, we will apply any remaining payment against transactions that have not yet appeared on your statement in the same order as those that have.

## 10. STATEMENTS

- 10.1 We will provide you with a statement showing all debits and credits to your Account since the date of your last statement. We will do this every month, unless there have been no Transactions during that period and you do not owe anything. We will choose the date of your first statement. You must check statements issued and raise any queries as soon as possible.
- 10.2 If you require copy statements of your Account, other than those which the law entitles you to receive free of charge, we may make a charge. This is currently £5 per copy statement. If you require any other document or information, we will make a charge at an amount of which we will advise you before we provide such document or information.

## 11. RESTRICTIONS ON USE OF THE CARD

- 11.1 We may without prior notice to you or any Additional Cardholder:
- refuse to allow or authorise payment under any Transaction;
  - suspend, restrict or terminate your (or any Additional Cardholder's) right to draw upon credit;

- withdraw the Card;
- refuse to replace the Card;
- reduce any unutilised credit.

If we do this, the Payment Machine will display the information that the Transaction has been declined and/or we may write to you and/or contact you by telephone and/ or any other form of communication you have requested.

11.2 We will be entitled to take such steps as are reasonably necessary to effect any of the actions specified in 11.1 if:

- you (or any Additional Cardholder) are in breach of this Agreement;
- we have reasonable grounds to believe that there is a significantly increased risk that you (or any Additional Cardholder) are getting into, or are in financial difficulties, or are or may become bankrupt or subject to a voluntary arrangement or are unable to fulfil your obligations to repay the credit;
- you die;
- you (or any Additional Cardholder) use the Card for business purposes;
- we have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
- there is a change in your personal risk profile;
- any information provided to us by you is inaccurate or misleading;
- the Card is being used for a purpose that could reasonably be expected to give rise to a material reputational risk to us, and we notify you upon exercising our rights under clause 11.1; or
- we have any legal, regulatory or other objectively justifiable reason.

11.3 If we suspend, restrict or terminate your right to draw upon credit, we will notify you and will give you reasons for such termination or suspension unless this would be prohibited by an EU obligation; or would, or would be likely to, prejudice the prevention or detection of crime, the apprehension or prosecution of offenders, or the administration of justice. Prior written notice will be given where practicable; otherwise, we will give you written notice immediately after any such suspension, restriction or termination.

11.4 We reserve the right to refuse to accept an application to open an Account without giving any reason other than as required by applicable regulation.

## 12. ENDING THIS AGREEMENT

12.1 You may end this Agreement at any time on giving one month's notice to us.

12.2 If we make a change to any term of this Agreement you have the right to reject the change, close your Account and pay off the outstanding balance at the existing interest rate, in accordance with this Agreement. You may exercise this right at any time in the 60 day period immediately following the date of the first notification to you of the change.

12.3 If we make an increase to an interest rate applicable to your Account you have the right to reject the increased rate, close your Account and pay off the outstanding balance at the existing rate, in accordance with this Agreement. You may exercise this right at any time in the 60 day period following the date of the first notification to you of the increased rate.

12.4 We may end this Agreement at any time on giving two months' written notice to you. Any such termination will take effect at the end of the period of two months beginning with the day after the day on which notice is served.

12.5 Either party may end this Agreement at any time if the other party is in breach of any material obligation under this Agreement and, where such breach is capable of remedy, has failed to remedy that breach within a reasonable time of being requested to do so. Where we end this Agreement we will give you such notice of termination as is required by the Consumer Credit Act 1974 and any other relevant law.

12.6 When this Agreement ends for any reason you and each Additional Cardholder must immediately cut up the Card(s) vertically through the Chip and you must repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rate will continue to be charged on the outstanding balance until it is paid in full. Please refer to your Agreement for further details.

## 13. THEFT, LOSS OR MISUSE OF CARD

13.1 If the Card is lost or stolen or if the PIN or Card number becomes known to any unauthorised person you must notify AA Credit Cards (details below) immediately. If such notification is received orally you may be required to provide further information in writing as part of our investigation into the unauthorised use of your Card.

13.2 Unless we can show that you acted fraudulently or you authorised the use of your Card by someone else, your liability for misuse of your Card will be limited as follows:

- You will not have to pay anything if the misuse occurred:
  - Before you received your Card;
  - After you notified us of loss, theft or unauthorised use or that the Card details might be known to someone else;
  - As a result of the Card details being used by someone else but the Card was not lost or stolen (for example the Card was "cloned" or "skimmed" when you used it in an ATM or payment machine); or
  - As a result of the Card details being used by someone else to make a payment by phone or online.
- You will be liable for the first £50 of losses which occur during the period of unauthorised use which starts when your Card is in the possession of an unauthorised person and ends when you notify us of this.

**Notification under clause 13.1 should be made by post or telephone to:**

AA Credit Cards,  
 PO Box 2138,  
 Belfast,  
 BT1 9RX  
 Telephone: 0345 600 5606

or if outside the UK: 0044 345 600 5606

## **14. RETAILERS**

- 14.1 In some cases it may become necessary for a Retailer to obtain specific authorisation from us or our agents to honour the Card for a particular Transaction even though the amount of the Transaction is within the Credit Limit. The granting of any such authorisation has the effect of reducing the available balance under the Credit Limit.
- 14.2 We will not be liable for the refusal of any Retailer to accept or honour the Card. When a Retailer becomes liable to make any refund to a Cardholder we will credit the Account with the amount to be refunded only on the receipt of appropriate verification of the refund from the Retailer.
- 14.3 Your Card may be used to make payments in retail outlets with a compatible payment terminal or when you are not in the presence of a Retailer, for example, by telephone or on the internet. The way in which you authorise such payments may vary according to the functionality of your Card and the Retailer facility. The amount of the Transaction must be confirmed with the Retailer at the time of authorisation.
- 14.4 If you are unable to use a PIN due to a disability or medical condition, please contact us on 0345 600 5606 for an alternative.

## **15. REFUNDS**

If you advise us that a Transaction debited to your Account was not authorised by you, and we are able to ascertain this we will either refund the full amount of the Transaction or indicate the reason for not doing so. There is no right to a refund where you have given consent for the Transaction directly to us or where you had information about the Transaction for at least 4 weeks before the date it was due.

## **16. ADDITIONAL CARDHOLDERS**

- 16.1 On your written request, we may issue an additional Card and PIN to any person resident at the same address as the principal cardholder who is nominated as an Additional Cardholder. The terms and conditions set out in this Agreement apply to the use of any additional Card and PIN and you will be liable for its use in the same manner as if you had used the additional Card with or without the PIN personally. All Transactions made with the use of the additional Card and PIN will be debited to the Account.
- 16.2 We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. The additional Card must be cut vertically through the Chip. We may, and shall on your request, disclose to the Additional Cardholder details of the Account.
- 16.3 An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **17. GENERAL**

- 17.1 We shall be entitled on giving you notice to set-off, combine or consolidate any sum of money due from you to us in respect of the Account, against or with any sum of money payable by us to you. You waive any right of set-off you may have in respect of sums payable by you under this Agreement.
- 17.2 The Card may be used outside of the UK subject to limits and regulations which may be imposed by us or any official body from time to time.
- 17.3 The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.
- 17.4 We will not be liable for any delay or failure in performing any of our obligations in respect of use of the Card where such delay or failure occurs because of any circumstances beyond our reasonable control.
- 17.5 We may decide from time to time not to enforce some or all of our rights under this Agreement. If we do this we will not be prevented from subsequently enforcing those or other rights.
- 17.6 The books and records kept by us or on our behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by us in connection with any Transaction or matter or dealing in relation to the Card.
- 17.7 We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.
- 17.8 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.
- 17.9 All communications with you will be in English.
- 17.10 We may record or monitor phone calls between us and you or any Additional Cardholder so that we can check instructions and to make sure that we are meeting our service standards.
- 17.11 We may transfer to any other person any or all of our rights under this Agreement or our duties (including our duty to lend to you). You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your Account will be serviced. If after any such transfer, the arrangements for servicing credit do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer any of your rights or duties under this Agreement.
- 17.12 You must notify us immediately of any change to your address.
- 17.13 You and any Additional Cardholder must be aged 18 or over and ordinarily reside in the UK.
- 17.14 If you already have an active Credit Card or Account provided by Bank of Ireland (UK) plc and you apply for a new AA Credit Card, you will not be permitted to open a new account with us while your existing account is active.

17.15 The Card can only be used for personal use.

## 18. WITHDRAWAL

- 18.1 If we accept your application, you will have a period of time in which to withdraw from the Agreement. Please refer to your Agreement for further details. If you wish to withdraw from this Agreement, you must contact us on 0345 600 5606 or write to us at AA Credit Cards, PO Box 2138, Belfast, BT1 9RX and cut the Card(s) in half vertically through the Chip.
- 18.2 If you or any Additional Cardholder has used the Card(s), you will be required to repay the amounts outstanding which may include any interest due at the rate, or rates, provided for in the Agreement without undue delay and in any event no later than the end of the period of 30 days beginning with the day after the day on which you give your notice of withdrawal. If you do not withdraw from the Agreement within the requisite period, you will be bound by the terms of the Agreement which will continue unless terminated in accordance with Clause 12.
- 18.3 If you fail to repay the sums detailed at Clause 18.2 within the requisite period, this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.



## 19. USE OF YOUR INFORMATION – DATA PROTECTION

### 19.1 Considering your application and administering the Card

The Card is issued by Bank of Ireland (UK) plc. Both Bank of Ireland (UK) plc and AA Financial Services Limited (a member of the AA Group) are independent data controllers with respect to their own use of your personal information collected under or in connection with this Agreement/application and they will each use this information in the ways described in this Agreement (including in this Clause 19) and in the application, as relevant.

To help us (Bank of Ireland (UK) plc) decide whether to enter into this and any future agreement with you including consideration of any changes to your Credit Limit, we will search your record at one or more of our Credit Reference Agencies when you submit your application and periodically as necessary during the term of this Agreement. They will provide us with information, including information from the electoral register and information about your credit history. A record of our search will be made and this together with information we hold about you and which we share with the Credit Reference Agencies will be available to other organisations that make similar searches. This may mean that a search footprint is placed on your credit file at the Credit Reference Agencies which may be seen by lenders and other organisations not related to us. This may affect your ability to obtain credit elsewhere for a short period of time. Information held about you by the Credit Reference Agencies may already be linked to records relating to any person with whom you have previously stated there is a financial association, such as a spouse or financial associate with whom you have a personal relationship that creates a joint financial unit in a similar way, for example if you are living at the same address at the same time (“associated person”). For the purposes of this Agreement/application, you may be treated as financially linked to such associated person(s) and your application assessed with reference to any associated records.

If you are a joint applicant or if you have told us about an associated person as part of this application, you must be sure that you are entitled to: (i) disclose information about your joint applicant and such associated person, and (ii) authorise us to search, link or record information about you and such associated person in our own records and at any or all Credit Reference Agencies.

Any information about an associated person which you disclose to us will be recorded by the Credit Reference Agencies. This will link your financial records including other names and addresses used by you and such associated person. In future applications by either or both of you, each of these financial records will be taken into account and this process will continue until one of you successfully files a disassociation at the Credit Reference Agencies. If your circumstances change such that you are no longer a financial unit with another person you should contact the Credit Reference Agencies about this. You should also notify us about this at the same time so that we may update our own records.

We may also use information we hold regarding any other agreement you have with us or any Bank of Ireland Group company. We may also use a credit scoring system or other automated decision making system for the purposes of assessing your application and for the ongoing administration and management of the Account and the Card.

Any information we hold about you or an associated person may be used for statistical analysis (whether or not an application is refused or declined).

Records remain on file at the Credit Reference Agencies for 6 years after they are closed, whether settled by you or defaulted.

You can contact the Credit Reference Agencies directly to find out what information they hold about you. The information they hold may not be the same so you may wish to contact more than one. They are entitled to charge you a small statutory fee.

**CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

**Equifax PLC**, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 0100583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)

**Experian**, Consumer Help Service, PO Box 8000, Nottingham NG8 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk).

This information is condensed. If you want to receive full details of how your personal information may be used for the credit reference purposes described in these Clauses 19.1 and 19.2, please write to Customer Services at: AA Credit Cards, PO Box 2138, Belfast, BT1 9RX.

### 19.2 Use and disclosure of your information

We will add to your record with the Credit Reference Agencies by giving information relating to your Agreement/application and information about how you manage your account and your repayment record. We will also tell them of any default and

any change of address you fail to tell us about where any payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies when you submit your application and periodically as necessary during the term of this Agreement and if you give us false or inaccurate information, and fraud is identified, we will pass details to them. Law enforcement agencies may also access and use this information.

The information we obtain will be shared with and crosschecked by other businesses, including Bank of Ireland Group companies, other lenders, fraud prevention agencies, companies or other bodies which maintain registers of assets and interests in them, any insurers, third parties engaged by us and anyone who introduced you to us. Some such organisations may be located in countries outside the European Economic Area (please see Clause 19.5 for further details). We and other organisations may also access and use this information to manage your account and to prevent crime including fraud and money laundering, for example:

- (i) to check details on applications for credit and credit related services or other facilities;
- (ii) to verify your identity;
- (iii) to trace debtors or, recover debt;
- (iv) to manage credit and credit related accounts or facilities and administer your Account;
- (v) to check details on proposals and claims for all types of insurance;
- (vi) to check details of job applicants and employees;
- (vii) to carry out statistical analysis and market research; and
- (viii) to develop and improve the products and services we provide and make available.

If you want to receive details of those fraud prevention agencies from whom we obtain and with whom we record information about you, please write to Customer Services at: AA Credit Cards, PO Box 2138, Belfast, BT1 9RX. We, Bank of Ireland Group companies and other organisations may access and use from other countries the information recorded by fraud prevention agencies and this may mean that your personal information is processed outside the European Economic Area (please see Clause 19.5 for further details).

We will use the personal information we obtain from you, together with information obtained from the Credit Reference Agencies and fraud prevention agencies in order to assess your application, make decisions about the suitability of this product for you, conduct product analysis and development, ensure our compliance with relevant regulatory and legal requirements and fulfill the administration and maintenance of this product.

**By signing this Agreement and submitting the application you explicitly consent to the credit reference and fraud prevention checks described in Clauses 19.1 and 19.2, including when you submit your application and periodically as necessary during the term of this Agreement, as relevant, and you confirm that you have the authorisation of the joint applicant or associated person, as relevant and as described in Clause 19.1.**

We will share the personal information we hold about you with other Bank of Ireland Group companies and AA Financial Services Limited. AA Financial Services Limited may also in turn share this information with other members of the AA Group – see Clauses 19.3 and 19.4 for details of how the AA will use your personal information.

### 19.3 **Use of your personal information by the AA**

AA Financial Services Limited (and other members of the AA Group) will use this information in order to provide, develop and improve its (or their) products and services, for analysis purposes and to better understand its (or their) customers, to send you follow-up communications, and otherwise in accordance with the AA privacy policy which can be found online at: [http://www.theaa.com/termsandconditions/privacy\\_policy.html](http://www.theaa.com/termsandconditions/privacy_policy.html) or by writing to the Data Protection Officer at The AA, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA for a copy. This policy explains in greater detail how the AA Group uses and shares personal information.

### 19.4 **Direct marketing including your consents**

Bank of Ireland (UK) plc and other companies in the Bank of Ireland Group would like to use your personal information to contact you about other products, services and offers that might be of interest to you. For this purpose, we may make use of an automated decision making programme now and in the future.

**By signing this Agreement and submitting the application you indicate your consent to receiving marketing communications by post, phone and e-mail/SMS unless you have indicated an objection by ticking the relevant box(es) in the application.** Opting-out of marketing in this way may limit the information, products and services that can be offered to you. You can stop us at any time from contacting you for marketing purposes or giving your details to others for that purpose by writing to: Customer Marketing Preferences (AA Credit Cards), PO Box 2138, Belfast, BT1 9RX.

**In addition, by signing this Agreement and submitting the application you consent to AA Financial Services Limited and the AA Group using your personal information for administration and (unless you have previously told the AA Group you do not want to receive this information) keeping you informed by mail, telephone, email and SMS of other products and services from the AA Group and its partners. The AA Group privacy policy explains how you can opt-out of receiving these communications if you so wish.** Opting out of marketing in this way may limit the information, products and services that can be offered to you.

Bank of Ireland (UK) plc and the AA Group operate separate customer databases and so any opt-out preference you give to Bank of Ireland (UK) plc or to the AA Group will only apply to communications (which may or may not be AA branded) from the party you provide this preference to.

### 19.5 **Processing of your personal information outside the EEA**

From time to time, we may disclose or transfer personal information about you to persons or companies who are based outside of the European Economic Area so they may process your personal information as our data processors. We will take steps with a view to ensuring that such persons or companies agree to give your personal information at least the same level of protection as we are required to give it in the UK and act solely on our instructions. Any such processing may be for any of the purposes listed in sub-Clause 19.2 above and for such other purposes as may be permitted in accordance with data protection law.

## 19.6 Sensitive Data

In the course of your application, you may have provided personal information to us of a sensitive nature (e.g. relating to a disability you may have). You do not have to give us this information if you do not want to. If you choose to provide details of any disability, this will only be used to provide additional assistance where possible.

## 19.7 Your right to information

You have a legal right to receive a copy of the personal information we hold about you. To obtain a copy of this information, you should apply in writing to Customer Services at: AA Credit Cards, PO Box 2138, Belfast, BT1 9RX. A small statutory fee will be payable and we are entitled to charge this under data protection law.

The AA privacy policy (see Clause 19.3 above) contains information about how you can access the personal information held about you by AA Financial Services Limited and the AA Group.

**By signing this Agreement and submitting the application you are agreeing to the use of your personal information in the ways described in this Clause 19 and in the application.**

## 20. SPECIAL PROMOTION

We may from time to time make available Special Promotions on which a lower rate will be charged. If we do, we will notify you of the applicable rate before you make any Transaction. If you fail to pay the minimum payment required in Clause 9 or exceed the Credit Limit during the period of any Special Promotion we may withdraw the lower rate and instead charge interest on Transactions subject to that Special Promotion at the applicable standard variable rate. This will start on the next statement date after any failure to pay in accordance with Clause 9, or if you are over your Credit Limit as at that statement date. Once withdrawn, promotional rates may not be reinstated.

## 21. ABOUT US

For the purposes of its consumer credit activities, Bank of Ireland (UK) plc is authorised and regulated by the Financial Conduct Authority. See [www.fca.org.uk](http://www.fca.org.uk) for details.

The information provided is correct at time of printing and is valid until varied in accordance with the General Terms and Conditions.

Bank of Ireland (UK) plc provides, amongst other things, credit and loan facilities to its customers. The basis on which the Card is supplied to you is set out in the General Terms and Conditions. Bank of Ireland (UK) plc subscribes to the 'Lending Code'.

## 22. COMPLAINTS, NOTICES AND REQUESTS

If you have a complaint, or you wish to send any notice or request to us under any statute or otherwise, you may contact Customer Services at: AA Credit Cards, PO Box 2138, Belfast, BT1 9RX. Any notice or request shall be deemed to have been received by us when it is received at this address. If you cannot settle your complaint with us, you have the right to refer it to the Financial Ombudsman Service.

†Calls may be recorded and monitored for training purposes.

**The AA Credit Card is provided by Bank of Ireland (UK) plc. Bank of Ireland (UK) plc is licenced to operate the 'AA' brand as the credit card issuer for AA Financial Services Limited.**

Bank of Ireland (UK) plc is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Bank of Ireland (UK) plc is incorporated in England and Wales (7022885). Registered Office: Bow Bells House, 1 Bread Street, London EC4M 9BE. Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc.