

## Conditions of use for permanent tsb Visa Card

Effective from 31<sup>st</sup> October 2009 until further notice.

Including...

- Fees and charges
- Distance marketing information

# In these conditions and in any related documents:

## 1 DEFINITIONS:

**ACCOUNT:** means the card account kept by us in the name of the Principal Cardholder in which debits and credits in respect of Transactions are recorded.

**AGREEMENT:** means this agreement (and Conditions) between us and the Principal Cardholder for the opening of an Account and the issue of a Card and incorporates the application form and each card carrier (a confidential mailing slip or cover containing instructions regarding authentication and security and the current Credit Limit), all fees and charges booklets and schedules and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**AUTHORISED USER:** means a person nominated by the Principal Cardholder and permitted to use a Card on the Account.

**BALANCE TRANSFER:** means a transfer of a credit card debit balance which a cardholder owes to another financial institution and which we have agreed to accept and debit to the Principal Cardholder's Account;

**BANK:** means Irish Life & Permanent plc trading as **permanent tsb**, its successors and assigns;

**BUSINESS DAY:** means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland and, where a payment to an account with another bank is involved, on which the payee's bank is also open for business.

**CARD:** means **permanent tsb** Visa Card, currently issued by us to you, and which may include a Chip.

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

**CHIP:** The microchip embedded in the Card and visible on the Card as a Gold or Silver coloured microchip.

**CONDITIONS:** means these terms and conditions as may be extended, added to or substituted from time to time.

**CONSUMER:** means a natural person who is acting for purposes other than his/her trade, business or profession.

**CREDIT LIMIT:** means the maximum debit balance permitted on the Account as determined by us and notified to the Principal Cardholder from time to time.

**EEA:** means the current members of the European Economic Area as may be amended from time to time. The EEA consists of the Member States of the European Union whose current members can be found online at <http://europa.eu/> and the member states of the European Free Trade Association whose current members can be found online at [www.efta.int](http://www.efta.int).

**FEES BOOKLET:** means the current edition of our Personal and Business Banking Charges booklet, as amended from time to time.

**IRELAND:** means the Republic of Ireland.

**MERCHANT:** means a supplier of goods and or services.

**MICRO-ENTERPRISE:** has the meaning given to it by Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

**OPEN24 SERVICE:** means the system provided by us from time to time to enable you to access, transact and utilise services provided by us using telephone, Internet or other technology-based communication, and which is available via, inter alia, [www.open24.ie](http://www.open24.ie).

**PAYMENT SERVICES DIRECTIVE OR PSD:** means Directive 2007/64/EC relating to payment services as amended or replaced from time to time and transposed into Irish law.

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

**PRINCIPAL CARDHOLDER:** means only the person in whose name an Account is maintained and does not include any Authorised Users.

**SECURE SYSTEM:** means a system approved by us to enable the secure use of your Card over the Internet.

**STATEMENT:** means a paper or electronic statement issued by us in respect of the Account.

**TERMINAL:** means a machine capable of accepting Transactions with the use of a Card.

**TRANSACTION:** means the purchase of goods, services, cash advances or other benefits obtained by use of the Card, the Card number and where appropriate, in conjunction with the PIN for debit or credit to the Account pursuant to the Agreement.

**VISA CARD DEPARTMENT:** means the **permanent tsb** Visa Card Department, Main Street, Dundrum, Dublin 14.

## 2 WHO WE ARE

Any reference in these Conditions to “you” and “your” refers to the Principal Cardholder and, unless the context otherwise requires, any Authorised User.

Any reference to ‘we’, ‘us’ and ‘our’ means the Bank and includes our successors and assigns. We are regulated as a credit institution by the Financial Regulator of PO Box 9138, College Green, Dublin 2 and our principal business is the provision of financial services. Our head office is at 56/59 St Stephen’s Green, Dublin 2 and our registered office is at the Irish Life Centre, Lower Abbey Street, Dublin 1. Our website address is [www.permanenttsb.ie](http://www.permanenttsb.ie). We are registered at the Companies Registration Office, Dublin under registration number 222332. Our VAT number is IE8222332J.

## 3 SCOPE AND APPLICATION

(a) These Conditions apply to the operation of the your **permanent tsb** Visa Card and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between us and you for such Card products and services.

- (b) These Conditions constitute the salient terms and conditions applicable to your Card. They do not comprise an exhaustive list and shall, unless otherwise agreed to the contrary, be construed in conjunction with, and subject to relevant banking law practice.
- (c) Unless otherwise agreed to the contrary, the authorisations, assurances, instructions and confirmations to us from you in any application for a Card shall be deemed to be incorporated in and form part of the Agreement for such Card.
- (d) Additional terms and conditions may apply to specific types of Card or to specific services or Channels where we approve such services or Channels for the Card. To the extent that there is any conflict or ambiguity between these Conditions, and those additional terms and conditions, those additional terms and conditions will apply.
- (e) Subject to any rights of cancellation which you may have under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time) (the "Distance Marketing Regulations"), which apply where you have dealt with us at a distance (ie where there is no face to face contact between us eg where we have dealt by phone, internet or post), these Conditions shall be deemed to be accepted by you on signature by you of the application form for the Card and shall become binding on our acceptance of your application. Where the Distance Marketing Regulations apply, we shall let you know, and will give you details of any rights of cancellation which you may have.
- (f) Copies of the Agreement may be obtained from your branch. These Conditions and certain other documents that form part of the Agreement are also online at [www.permanenttsb.ie](http://www.permanenttsb.ie)

#### 4 THE CARD

- (a) Subject to these Conditions, our credit card service allows you to pay for goods and services purchased from Merchants, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate credit card logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.
- (b) There is a variety of means by which you can authorise such Transactions, including:
  - (i) authorisation by means of your Card used in conjunction with your PIN for point of sale Transactions or Transactions using a Cash Machine;
  - (ii) authorisation by means of your Card number and in some circumstances a security code or codes for Transactions by mail, telephone, internet or using a Secure System; and
  - (iii) authorisation by means of your Card and signature where the other authorisation options in this Condition are not available.
- (c) The Card and PIN may be used only in accordance with these Conditions and the Agreement.
- (d) The Card must be signed by you immediately on receipt and may only be used:
  - (i) by you.
  - (ii) within the Credit Limit.
  - (iii) within the period for which it is stated to be valid.

- (iv) to obtain the facilities and benefits made available from time to time by us in respect of the use of the Card.
  - (v) subject to our right in our absolute discretion, and by giving you such notice as may be required by these Conditions, to withdraw or suspend at any time the right to use the Card for, or to refuse any request for authorisation of, any particular Transaction and to give notice to any interested third party of any such withdrawal, suspension or refusal.
- (e) The Card must not be used:
- (i) to increase the balance beyond the Credit Limit.
  - (ii) if cancelled or suspended by us.
  - (iii) in violation of local regulations of any Cash Machine outside Ireland.
  - (iv) as payment for any illegal purchase or any illegal purpose whatever.
- (f) The Card may be used outside Ireland within the Credit Limit.
- (g) We will not increase your Credit Limit unless you request an increase, but reserve the right to decline any such request for an increase in your Credit Limit. We may reduce your Credit Limit by giving you 10 days notice or such other notice as is legally required. If you request a variation (increase or reduction) in your Credit Limit, we may notify you that it is to take effect immediately.
- (h) The Card remains our property at all times; It must be returned by you to us or our authorised agent on demand. The Principal Cardholder may terminate the Agreement at any time by surrendering to us all Cards issued for his/her use or for use by an Authorised User.
- (i) Subject to Condition 17, you shall remain liable for all Transactions effected prior to the surrender of the Card(s). We may cancel or suspend the use of the Card(s) at any time without notice or refuse to re-issue, renew or replace any Card without, in any case, affecting your obligation under the Agreement which shall continue in force. We may request a Merchant or other bank to retain and cancel the Card (by cutting it in two) if we have reasonable cause.
  - (j) We will automatically re-issue Cards from time to time, unless terminated or suspended.
  - (k) Copies of these Conditions and all other documents that constitute the Agreement may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are also online at [www.permanenttsb.ie](http://www.permanenttsb.ie).

## 5 AUTHORISED USERS

- (a) When requested in writing by the Principal Cardholder, we may issue an additional Card together with a separate PIN for use by an Authorised User. In addition to our other powers, we may cancel any Authorised User's Card at any time upon the request in writing of the Principal Cardholder and the return of such Card to us, or upon surrender of such Card to us by the Authorised User.
- (b) The Authorised User will be bound to observe these Conditions to the extent that they apply or are relevant. It is the responsibility of the Principal Cardholder to furnish the Authorised User with a copy of these Conditions and any subsequent amendments or replacement Conditions, and must ensure that the Authorised User complies with these Conditions.

- (c) Subject to Condition 23(c), the Principal Cardholder and each Authorised User shall (unless otherwise agreed in writing) be jointly and severally liable to us for the use of all Cards issued in connection with the Account, including any use by an Authorised User (regardless of the ability of the Authorised User or whether the Authorised User is a minor) and Transactions charged to the Account after any Card or additional Card has been returned to us, and/or for any use in breach of these Conditions, which we shall be under no obligation to prevent.
- (d) During any period when an Authorised User has a liability to us under these Conditions, we may, and shall on request, disclose to any Authorised User details of the Account, and the Principal Cardholder and each other Authorised User hereby authorises and permits us to disclose such information to an Authorised User by, at our option, electronic or other means. By accepting an additional Card, an Authorised User authorises us to pass on information about Transactions effected by use of the Additional Card to the Principal Cardholder by, at our option, electronic or other means. No amendments to the Account details or variation of the Credit Limit shall be accepted from anyone other than the Principal Cardholder.

## 6 PIN

- (a) The PIN will be known to you only, and we shall not disclose your PIN or other code except to you. You must destroy the PIN notification immediately on receipt.
- (b) When you Use your Card in a Merchant's outlet you may be requested to enter your PIN to authorise the Transaction. The PIN should be entered and should not be disclosed to the Merchant. Failure to enter the PIN may result in the Transaction being declined.

## 7 SAFEGUARDING THE CARD AND THE PIN

- (a) You must exercise all possible care to ensure the safety of the Card and prevent the PIN becoming known to any other person. The PIN must not be recorded on the Card or in any form that would be intelligible or otherwise accessible to a third party. The PIN or any other code must not be recorded on any item which you usually keep or carry with the Card.
- (b) You must immediately notify us via our Open24 Service by telephone at 1800 687 687 (or, if calling from outside Ireland, at +353-1-212 4290) if
  - (i) the Card is lost, stolen, copied or for any other reason it becomes liable to misuse;
  - (ii) the PIN is disclosed in breach of these Conditions;
  - (iii) you become aware of any of the following:
    - (a) the recording on your Account of any unauthorised Transaction; or
    - (b) any error or irregularity in the maintaining of that Account by us, If outside of Ireland you may also contact the local Visa Centre. If given verbally, we may request that you confirm same in writing to the **permanent tsb** Visa Card Department above, but without affecting the validity of any action taken by us in response to your telephone call. You may be liable for any unauthorised use of the Card in accordance with Condition 17.
- (c) You shall take all measures necessary to make yourself aware of the circumstances set out in Condition 7(b).

- (d) If we suspect that a Card is being used improperly, fraudulently or in breach of the Agreement, we may decline to authorise any further Transactions on the Account until we have contacted you. We will endeavour to contact you before we take this decision but this may not be possible. You hereby agree and authorise us to take such actions as we deem necessary including suspending the Account in such circumstances. You agree that any contact by us in such circumstances is for the purposes of combating wrongdoing and is not connected to the Agreement.
- (e) You must give us all the information in your possession as to the circumstances of the loss, theft or misuse of the Card or the disclosure of the PIN and take all steps deemed necessary by us to assist with the recovery of a missing Card. Should any of these eventualities be suspected, we may provide the Garda Síochána or other police force with any information we consider relevant. If a Card reported to us as lost, stolen or liable to misuse is recovered by the Principal Cardholder or the Authorised User (as relevant), that Card or any other Card bearing the same number for your use must not be subsequently used; but must be cut in half through the magnetic strip and Chip and returned immediately to **permanent tsb** Visa Card Department, Main Street, Dundrum, Dublin 14.

## 8 CASH MACHINE FACILITIES

We are not obliged to provide Cash Machine facilities at any specific places or times. These facilities are subject to withdrawal or termination without notice. We shall not be liable for any loss or inconvenience alleged to have arisen due to the failure of any Cash Machine in Ireland or abroad, nor for any inaccuracy in data furnished by a Cash Machine.

## 9 ACCOUNT

- (a) We will apply to the Account the amounts of all Transactions, any of your other liabilities and any loss incurred by us arising from the use of the Card. The timing of the application of such Transactions to your Account will depend on when we receive the Transaction details from the Merchant or the Merchant's bank.
- (b) Use of your card is subject to transaction and daily limits as set by us. The Cash Machine owner may impose lower limits than those set by us. You will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions including where such Transactions are effected by telephone, mail order, internet, PIN, signature or in breach of these Conditions. You should therefore check the amount of every Transaction before you authorise it.
- (c) The Principal Cardholder will pay not less than the minimum amount shown as due to us within 25 days of the date of a Statement. The minimum amount shall be the greater of €6.00 or 5% of the amount outstanding, unless otherwise stated, or the whole amount if less than €6.00.
- (d) If the Statement is not received, the Principal Cardholder should calculate the amount due by reference to records of Transactions and forward payment accordingly. The Visa Card Department will confirm the amount due on request.
- (e) We may demand payment of the outstanding balance on the Account on giving such notice (if any) as is required by law if you commit an act of bankruptcy, die, suffer any legal incapacity or breach the Agreement.

- (f) We may assign, transfer, novate or otherwise dispose of the whole or any part of our rights, benefits and obligations in respect of this Agreement and any reference to us in this Agreement shall be deemed to include any assignee, transferee, novatee or other disposee who, subject to applicable law, shall be entitled to enforce and proceed upon and exercise all rights, powers and discretions under this Agreement in the same manner as if named herein.
- (g) The Principal Cardholder shall promptly notify the Visa Card Department of any change of his/her name, address or telephone number(s) or those of any Authorised User.

## 10 INSTRUCTIONS

- (a) Each time you give us an instruction, you will be deemed to warrant to us that such instruction can be followed by us without breaching any law or regulation. We shall not be obliged to act on any instruction which we reasonably believe to be in breach of any law or regulation.
- (b) If you deny that your Card and if applicable, your PIN or other code have been used to execute a Transaction or you allege that such a Transaction has been incorrectly executed, it is our responsibility to prove that the instruction was accurately authenticated, recorded, entered in the Account and neither effected or affected by a technical breakdown. In this regard, we may not rely solely on the fact that the instruction was authorised in accordance with the PIN. The use of the PIN or any other security code will also be insufficient by itself to prove that you have intentionally, or because of your lack of reasonable care, failed to adhere to these Conditions or failed to keep the aforementioned PIN or security code safe. However, entries in the Account in respect of Transactions effected by Cash Machine or Chip enabled Terminals or using any PIN or code shall be prima facie evidence of such Transactions and will be binding on you and us. If you deny that your Card and if applicable, your PIN or other security code have been used to execute a Transaction or you allege that such a Transaction has been incorrectly executed, we shall show by providing an abstract of our own internal records that the operation was accurately recorded and entered into the Account and was neither effected nor affected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar Transactions shall constitute prima facie evidence that the system was functioning properly.
- (c) We shall not be liable if we are unable to perform our obligations due (directly or indirectly) to the failure of any machine; data processing or transmission link or to industrial dispute or anything outside our control, or the control of our agents or subcontractors.

## 11 STATEMENTS OF ACCOUNT

- (a) The Visa Card Department normally sends a monthly Statement to the Principal Cardholder. The Principal Cardholder should carefully examine all Statements and any other Account information received by them or accessed online and report any disputed Transactions, errors or omissions to us without undue delay. We recommend that Account details be reviewed online on a regular basis. In the event that there is a query concerning a Transaction on your Account please contact us immediately at our details below.
- (b) We will normally consider that there has been undue delay if you fail to notify us within 30 days of receipt of a statement showing the relevant Transaction. In any event, failure to notify us within 13 months of a Transaction being debited to your Account will always amount to undue delay. If there has been undue delay on your part in contacting us, we may not be able to compensate you for any loss you may have suffered. If an incorrect amount is debited or credited to your Account, we may make any necessary correcting entry on your Account without reference to you.



- (c) Subject to the liability provisions in Condition 17 below, unless you have reported to us any error or discrepancy in a Statement, you shall be obliged to confirm the Statement within 30 Business Days after receipt. In the absence of any such report within such period the Statement shall be deemed to have been irrevocably confirmed by you whether or not you have actually done so, to the intent that, save for any manifest error, the Statement shall as regards you thenceforth be conclusive evidence of the correctness of the entries recorded therein.
- (d) Furthermore, the failure to make any such report or confirmation within the periods mentioned above, or the making of a confirmation shall constitute a representation by you to us that the Statement is correct and shall be an agreement by you that we shall thenceforth not be liable for any loss to which you may suffer howsoever arising in relation to any entries or the balance appearing in the Statement.
- (e) We shall keep internal records for a sufficient period of time to enable operations to be traced and any errors notified to us to be rectified.
- (f) In the event of any inconsistency between our records as to the Account balance and the Account balance as stated in the Statement, our records shall be conclusive evidence of the Account balance and the interest accrued thereon.

## 12 TIME PERIODS FOR LODGEMENTS

We will ensure that all funds received for value by us and accepted for your Account prior to the applicable cut-off time on a Business Day are credited to your Account. Funds received by us after the applicable cut off will be deemed to have been received by us on the next Business Day. Lodgements may be received in any branch during branch opening hours or through our Open24 Service in accordance with the Open24 Service terms and conditions. Applicable cut-off times are available on our website [www.permanenttsb.ie](http://www.permanenttsb.ie) and at the time of making the lodgement.

## 13 DATA PROTECTION AND CUSTOMER INFORMATION

- (a) The Criminal Justice Act (1994) (as amended, re-enacted or replaced from time to time) and the Third Anti Money Laundering Directive as implemented in Ireland require us to satisfy ourselves as to your identity before opening an Account, permitting Transactions on an Account or providing certain services.
- (b) We shall make such enquiries and/or request such information and/or documentation from you as may be required in accordance with statutory and bank regulations.
- (c) We shall be under no obligation to comply with any directions in relation to an Account, including without prejudice to the generality of the foregoing, withdrawals or transfers without such forms of identification as we shall deem necessary.
- (d) You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988 to 2003 (as amended, re-enacted or replaced from time to time) that we hold about you (for which we may charge a small fee) and to have inaccuracies in that information corrected, by writing to our Head of Compliance at **permanent tsb**, 56/59 St. Stephen's Green, Dublin 2.

- (e) We will retain and use the information provided by you (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account (including any personal data) for the purposes of processing the application for the Account, managing and administering the Account, and group reporting and analysis, as well as for any other purpose to which you have consented. Agents, sub-contractors or other companies in the Irish Life & Permanent Group may process this information on our behalf.
- (f) Subject to the other provisions of this Condition 13, information concerning you will not be disclosed except where required or permitted by law or regulation (which may include disclosure to regulatory bodies, law enforcement agencies and other public bodies to whom we or other companies in the Irish Life & Permanent Group are obliged to disclose information), or with your consent.
- (g) We may make such enquiries about you as we from time to time consider appropriate and may provide information provided by you in the application for the Account and any information relating to the conduct of the Account to credit reference agencies (who will add details of our search, and information in relation to the conduct of your Account(s) and any credit agreements, to your record, and who may disclose this information to third parties for credit assessment purposes).
- (h) Provided you have given consent, information provided by you (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account may be used by us to:
  - (i) transmit to you information of other products, services, special offers, promotions, competitions of run by us or other companies in the Irish Life & Permanent Group or other carefully selected third parties which we think you may find of interest; and
  - (ii) provide such information to other companies in the Irish Life & Permanent Group or to other carefully selected third parties so that they can transmit to you details of their products, services, special offers, promotions and competitions.
  - (iii) We may provide any information concerning you to:
    - (iv) the Visa Card or other payment systems, and to our agents and subcontractors in each case to administer and operate the Account or to conduct our business;
    - (v) the insurer under any payment protection insurance covering this Agreement;
    - (vi) any organisation which endorses the Card;
    - (vii) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
    - (viii) any other member of the Irish Life & Permanent Group for group reporting and analysis;
    - (ix) any person with whom we have entered or proposes to enter into contractual relations in relation to an Account or service provided to you or who provides or proposes to provide services to us in connection with an Account or service provided to you, and their respective officers, employees, agents and advisers; and
    - (x) if there is more than one account holder on an Account, the other(s) account holders and their respective advisers.

- (xi) We may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes, to verify instructions and to maintain quality service standards. Any such recordings or transcripts thereof may be used in evidence in any dispute or of the handling of any complaint and may also be used as proof of any instruction and shall be conclusive evidence in these regards.

## 14 AUTHORISATIONS

- (a) In some cases, it may be necessary for a Merchant or a bank to obtain specific authorisation from us or our agents to honour the Card for a particular Transaction notwithstanding that the amount of the Transaction is within the Credit Limit. The Merchant or bank shall be allowed reasonable time to obtain such authorisation(s).
- (b) Once received by us for execution, Transactions are irrevocable. However, if you wish to amend or cancel a Transaction that you have given us we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so.
- (c) When a Transaction is authorised by the use of a Secure System or a PIN the use of the Secure System or PIN will be regarded as conclusive evidence that the Transaction was authorised by you. Use of any Secure System by you is subject to the terms and conditions of the Secure System.
- (d) We provide a 24 hour, 7 day week authorisation service through our agents. Under certain circumstances, it may be necessary for the said agents to defer authorisation until they contact us.
- (e) Approved authorisation reduces the available balance of the Credit Limit, even though the Transaction might not yet appear on your Statement. We are not liable for any error or omission made by a Merchant through access to the authorisation service.

## 15 REFUNDS AND CARDHOLDER'S CLAIM

- (a) The Account will only be credited with a refund in respect of a Transaction if we receive a refund voucher or other refund verification acceptable to us. Unless a refund voucher is issued and sent to us, then (subject to any rights vested in the Principal Cardholder by statute) the Account will be payable in full.
- (b) We will not be responsible for goods and/or services we do not supply and in relation to such goods and/or services, we will not have dealings with third parties on your behalf.

## 16 INTEREST AND CHARGES

### Interest

- (a) Interest generally, where applicable, will be charged on a daily basis from the date the Transaction was debited to your Account to the date payment is received and credited to your Account at the monthly rate shown on the current Statement. The equivalent annual percentage rate (A.P.R.) will also be shown on the Statement. Interest due is debited to your account on a monthly basis.
- (b) Cash Advance/Cash Advance Fee - Interest will not be charged on the amount of cash advances or cash advance fees which are repaid in full and credited to your account within 25 days of the date of the Statement on which those cash advances first appeared. In the case of (1) part payment (2) full payment received after 25 days of the date of your Statement which the cash advances first appeared, your interest free period will apply from the date of the cash advance until the date of your Statement.

- (c) Transactions other than Cash Advances. - Interest will not be charged on the amounts in respect of Transactions, which are repaid in full and credited to the Account within 25 days of the date of the statement on which the Transactions first appeared. In the case of (1) part payment (2) full payment received after 25 days of the date of the Statement on which the posting of the Transactions first appeared, the interest free period applies from the date of the Transaction until the date of posting of each Transaction as shown on the Statement.
- (d) Government tax and any charges will be applied to the Account and shall be treated as purchases for interest calculation purposes.
- (e) Payments will only take effect when received at our Visa Card Department and credited to the Account. Payments are applied to the opening balance on the Account in the following sequence against the Transactions already shown on Statements:
  - (i) any outstanding balance of interest (and charges if relevant)
  - (ii) any outstanding balance of cash advances
  - (iii) any outstanding balance of purchases
  - (iv) the remainder of the payment, if any, is applied against current Transactions not shown on a statement in the same sequence
  - (v) any Balance Transfer where applicable.

## **Charges**

- (f) The charges which apply to your use of your Card are set out in our Fees Booklet, which is available on request at any of our branches. Subject to notifying the relevant regulatory authority, we may from time to time alter such fees and charges and introduce new fees and charges, giving 30 days notice in accordance with these Conditions. Where we alter any fees or charges that are applicable to the services provided under the Payments Services Directive, we will give you at least 2 months notice. Where a change in fees is to your benefit, we may, at our discretion, give you shorter notice. Transactions may be subject to additional charges imposed by the Merchant or its bank over which we have no control.
- (g) Cash Advance Fee - Where a Card is used to obtain a cash advance, a full cash fee will apply if after posting of an advance the Account has any debit balance. The fee is set out in our Fees Booklet and may vary as notified to you from time to time in accordance with Condition 21 below. In all cases, the cash advance fee will be debited to your Account on the date the cash advance debit is applied to the your Account and will appear on your next Statement.
- (h) The amount of any Transactions in a non-participating euro currency will be converted at a rate of exchange applicable to such currency as set by the converting agent on the date the Transaction is applied to the Account. Exchange rates may fluctuate between the date of the Transaction and the date the Transaction is actually debited to the Account. You will also be charged an additional commission based on the euro value of the Transaction. The rate of the commission is set out in our Fees Booklet.

## **17 LIABILITY**

- (a) To the extent permitted by law and except as otherwise set out in these Conditions we will not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence.

In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatsoever.

- (b) The Principal Cardholder and any Authorised User shall be jointly and severally liable to us for any loss and/or cost which we suffer as a result of their use of the Card, their loss of the Card, or by their breach of the Agreement. You shall indemnify us against all losses howsoever arising incurred by us as a result of the issue of the Card to the Principal Cardholder, the Authorised User(s) or otherwise.
- (c) We may (but shall not be obliged to) transfer at any time(s) the whole or any part of any balance standing to the credit of any account(s) maintained by the Principal Cardholder or any Authorised User with any of our branches to the Account regardless of whether such accounts are denominated in different currencies.

### **Unauthorised payments**

- (d) Notwithstanding Condition 17(a), where you are a Consumer or, subject to Condition 17(g), a Micro-Enterprise, we will in accordance with our obligations under the PSD and subject as hereafter mentioned, refund to you the amount of any payment debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in had the Transaction not taken place. However:
  - (i) this Condition 17(d) only applies where the payer's bank and the payee's bank are both located in the EEA and the payment in question was in euro or the currency of a member state of the EEA outside the euro area.
  - (ii) If the unauthorised payment resulted from the loss or theft of any security device or procedures or your failure to keep personalised security features safe you will be liable for the first €75 of loss suffered by you.
  - (iii) We will have no liability for any loss suffered by you where you:
    - (a) have acted fraudulently;
    - (b) have intentionally, or because of your lack of reasonable care, not used or failed to keep safe any security device or procedure in accordance with the terms and conditions applicable to it ; and/or
    - (c) have intentionally, or because of your lack of reasonable care, failed to notify us of the loss, theft or misappropriation of any security device or procedure without undue delay.
  - (iv) If there is undue delay on your part in notifying us of the unauthorised payment, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account. In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.

### **Incorrectly executed and non executed payments**

- (e) Notwithstanding Condition 17(a), where you are a Consumer or, subject to Condition 17(g), a Micro-Enterprise, we will in accordance with our obligations under the PSD and subject as hereafter mentioned, be liable to you for the correct execution of any instruction to make a payment from your Account properly given by you to us in accordance with the requirements of these Conditions. However, this Condition 17(e) only applies:

- (i) where the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a member state of the EEA outside the euro area.
- (ii) where you provided us with the correct Unique Identifiers for the payment in question;
- (iii) where there is no undue delay on your part in notifying us of the incorrect or non executed payment. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days of the relevant account statement or payment advice. In any event a failure to notify us within 13 months of the incorrect payment will always amount to undue delay.
- (iv) where none of the events detailed in Condition 10(c) prevented us from making the payment.

We shall have no liability to you under this Condition 17(e) where we can prove to you and, where relevant, the payee's bank, that the payment was received by the payee's bank within the applicable timeframe.

When we are liable under this Condition 17(e) we will refund to you, without undue delay, the amount of the nonexecuted or incorrectly executed payments that we have debited to your Account. Furthermore, where applicable we shall restore your Account to the position it would have been in had the non-executed or incorrectly executed payment not taken place.

Regardless of the issue of liability, where you notify us of an incorrectly executed payment we will make immediate efforts to trace the whereabouts of the defective payment and inform you of the results of such efforts. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit your Account with our charges and any fees or charges levied or sought from us by any other banks involved in investigating the payment.

For the avoidance of doubt, we will be liable to you as payee or payer for any charges for which we are responsible and any interest levied by us to which you are subject as a result of our non-execution or defective execution of a payment.

#### **Incorrectly executed and non executed payee initiated payments**

- (f) Where you are a Consumer or, subject to Condition 17(g), a Micro-Enterprise, we will refund to you, within 10 Business Days of your request, any amount debited to your Account by means of a payee initiated payment if:
  - (i) the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a member state of the EEA outside the euro area;
  - (ii) we receive the refund request within eight weeks of the amount being debited to your Account; and
  - (iii) you can show us that (i) the amount so debited exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, and (ii) you were not notified by us or the payee of such amount at least four weeks before the due date .

If you make a claim for such a refund you must provide to us all relevant information requested by us and for the purpose of computing the 10 Business Day period referred to in the opening paragraph of this Condition 17(f) your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund we will advise you of our reasons. If you are not satisfied with our reasons you may make a complaint in accordance with the complaint procedures outlined below.

For the avoidance of doubt, we will be liable to you as payee or payer for any charges for which we are responsible and any interest levied by us to which you are subject as a result of our non-execution or defective execution of a payment.

- (g) Conditions 17(d), 17(e) and/or 17(f) shall not apply to Micro-Enterprises in the event that the regulations which implement the PSD in Ireland permit us to exclude Micro-Enterprises from the scope of the provisions of Articles 60 and 61, Article 75, and/or Articles 62 and 63, respectively, of the PSD.

## **18 BALANCE TRANSFERS**

- (a) The amount of any balance transfer may not exceed the Credit Limit on your Account with the Bank to which the balance transfer is being debited.
- (b) Where you complete a balance transfer request, you authorise us to debit your Card with the balance transfer amount and authorises us to forward a credit for that amount to their existing credit card provider. You hereby authorise us to speak directly with your credit card provider to confirm the balance transfer amount.

## **19 SET OFF:**

- (a) In addition to any other right of set off, lien or similar right to which we may at any time be entitled, we may (but shall not be obliged to):
- (i) hold and retain any credit balance to which you are now or hereafter entitled on the Account until such time as all or any of your obligations to us have been discharged in full;
  - (ii) combine all or any of your accounts with us (including the Account); and/or
  - (iii) apply any credit balance (whether matured or not) to which you are now or hereafter entitled on any account in discharge of any of your obligations (whether matured or not) to us on the Account, regardless of the currency of such balance or obligation.
- (b) If the balance and the obligations referred to in Condition 19(a)(iii) are in different currencies, we may convert either the balance or the obligation at a market rate of exchange customarily utilised by it in its usual course of business for the purpose of the set-off.
- (c) If the obligation referred to in Condition 19(a)(iii) is unliquidated or unascertained, we may set-off an amount estimated by it in good faith in accordance with commercially reasonable standards to be the amount of that obligation.

## **20 STATUTORY RIGHTS**

No provision in the Agreement shall affect or be construed to affect your statutory rights under the Consumer Credit Act, 1995. In the event of any conflict between the Agreement and such rights, the latter shall prevail.

## 21 VARIATION OF THESE CONDITIONS

These Conditions shall continue to apply to your Account unless and until altered by us in accordance with this Condition. We may vary these conditions from time to time in line with changes in our policies, to cater for new products or changes in technology, to comply with legal, taxation or regulatory requirements or the requirements of the Visa payment system or to take account of other circumstances affecting us whether or not similar variation is made to the Agreement(s) with you. Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions. Notification of any such variation may be given either in writing, or by publication thereof by such means as we may select, by being enclosed within the statement sent to the Principal Cardholder or by any other means required or permitted by law. You have the right to withdraw from the Agreement within this specified period, subject to full settlement of the Visa Card Account including all outstanding Transactions and interest (if any) and the return to us of all Cards issued for our use. You will be deemed to have accepted the terms if you do not withdraw within the specified period. However, any change to an interest rate shall not be subject to the foregoing and shall come into effect upon the date specified in the publication of such a change.

## 22 EXPIRY

- (a) The Agreement shall continue until ended by either you or us or until the expiry date shown in the Important Information Notice on the card mailer. You may at any time end the Agreement by giving notice in writing to us and returning all Card(s) cancelled by being cut in two (through the signature box, magnetic strip and Chip) to us.
- (b) If:
  - (i) you become bankrupt or enter into a voluntary arrangement with your creditors;
  - (ii) you are no longer, in our opinion, able to manage your financial affairs;
  - (iii) you die; or
  - (iv) it becomes unlawful for you to continue to have a Card, we can immediately (having served on the Principal Cardholder any notice required under the Consumer Credit Act 1995) suspend any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card by giving written notice to you whereupon you must cut all Card(s) in two (through the signature box, magnetic strip and Chip) and return them to us.
- (c) Unless the Agreement is renewed you will on the expiry date fully discharge the Account including all outstanding Transactions and interest (if any) and return to us all Cards issued on the Account.
- (d) Unless we are permitted by law to give you shorter notice, we may terminate the Agreement by giving you at least two month's notice.

## 23 INCAPACITY OF THE PRINCIPAL CARDHOLDER OR AUTHORISED USER

- (a) We must be informed on the death or legal disability of the Principal Cardholder or Authorised User. Notwithstanding the death or legal disability of the Principal Cardholder or any Authorised User, we shall be entitled to provide all information requested and execute all instructions given with the Principal Cardholder's or that Authorised User's PIN until we have received actual written notice of such death or legal disability.



- (b) On the death or legal disability of the Principal Cardholder, the outstanding balance on the Account as at the date of the death or legal disability of the Principal Cardholder (including any Transaction effected prior to the date of the death or legal disability) will become a liability of the estate of the Principal Cardholder and all Cards must be returned to us cut in two (through the signature box, magnetic strip and Chip). Without prejudice to the foregoing, the death or legal disability of the Principal Cardholder shall not affect the joint and several liability of any Authorised Users.
- (c) For the avoidance of doubt, the estate of the Principal Cardholder and the Authorised User will be jointly and severally liable to us for any Transactions effected using the Principal Cardholder's Card or the Authorised User's Card after the date of the death or legal disability of the Principal Cardholder.

## 24 LANGUAGE AND HEADINGS

- (a) These Conditions and all information and communication with you will be in English.
- (b) The headings are only inserted for convenience and shall not affect the construction or interpretation of these Conditions.

## 25 COMPLAINTS

We are committed to providing you with the highest standard of service. We hope that you never have any reason to complain to us, but if you do, we want to hear from you so that we can address your concern as quickly and as fairly as possible.

### **If you raise a complaint:**

- (i) We will deal with your complaint fairly, courteously and promptly.
- (ii) Your complaint will be logged and fully investigated.
- (iii) We will identify the cause of the complaint and take steps in as far as possible, to prevent it happening again.
- (iv) We will give you an explanation and an apology where we have made a mistake.

### **You can make your complaint:**

- (i) By phoning the relevant branch or department.
- (ii) By visiting your local branch
- (iii) By writing to the Manager of the relevant branch or department concerned. If you are sending in a written complaint please provide your phone number so we can discuss your complaint with you.

If you contact us in person or by phone, we will offer you the option of having your verbal complaint treated as a written complaint for the purposes of the process described in the next section.

### **Following receipt of your complaint:**

We aim to resolve all issues where possible on the spot.

- (i) If the issue requires further investigation we will send you a written acknowledgement of your complaint within 5 business days and give you the name of the person dealing with the issue.
- (ii) If for some reason, we have not resolved your complaint within 20 business days we will send you a written update.

(iii) In exceptional circumstances, where the matter is not resolved within 40 business days we will write to inform you and let you know when you can expect a full reply. We will also include contact details of the Financial Services Ombudsman.

Every effort will be made to agree a fair and reasonable resolution with you. However, if you are not satisfied with our response please contact our Customer Relations Department at:

Customer Relations Department, **permanent tsb**,  
Churchyard Lane, Douglas,  
Cork.

Tel: (021) 730 4567

Fax: (021) 730 4597

Email: CustomerRelationsDepartment@permanenttsb.ie

**We will do our best to resolve the matter to your satisfaction through our internal complaint procedures. If you are still unhappy with the outcome of your complaint you may refer the matter to the Financial Services Ombudsman for arbitration. The Ombudsman is an independent adjudicator whose services are available free of charge to customers who have unresolved complaints with their service provider. The Ombudsman will only become involved after the matter has been processed through our internal complaint procedures so it is important that you firstly give us the opportunity to resolve your problem.**

**The Ombudsman may be contacted at the following address:**

**Financial Services Ombudsman's Bureau,  
3rd Floor, Lincoln House,  
Lincoln Place, Dublin 2  
Lo Call: 1890 882090**

**Tel: (01) 6620899**

**Fax: (01) 6620890**

A customer service adviser may terminate a telephone call made by you if you become abusive or engage the adviser in vexatious or frivolous requests.

## **26 CONTACTING US**

At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your statements or online at [www.permanenttsb.ie](http://www.permanenttsb.ie)

Our address is:

56/59 St. Stephen's Green  
Dublin 2

For lost, stolen or misused Cards, PIN or other security features, telephone us, 24 hours a day, at:

1800 687 687

(or, if calling from outside Ireland, at +353-1-212 4290).

For all other queries telephone us, telephone us, during the hours of 8am to 10pm (Monday to Friday) and 10am to 2pm (Saturday), excluding bank holidays in Ireland, at:

1890 500 172 (or, if calling from outside Ireland, at +353-1-215 1358).

## **27 CONTACTING YOU**

- (a) You shall immediately notify us of any change of address or any change of contact number.
- (b) Subject to applicable law, we may contact you by post, fax, phone, online, by email or in person.

## **28 GOVERNING LAW**

The Agreement is governed by the laws of Ireland and for our benefit you submit to the Irish Courts with respect to any dispute arising out of or in connection with the Agreement.

The Agreement will be treated as having been executed within the Dublin Metropolitan area at 56/59 St Stephen's Green, Dublin 2.

# Distance Marketing Information

**NOTE: THIS INFORMATION DOCUMENT APPLIES TO YOU IF YOU HAVE DEALT WITH US AT A DISTANCE E.G. PHONE, INTERNET, POST. IN OTHER WORDS WHERE THERE IS NO FACE TO FACE CONTACT BETWEEN YOU AND US.**

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time). It should be read in conjunction with the terms and conditions applicable to your account as they contain important additional information about who we are, the types of financial services that we offer, our charges and how to make a complaint.

## **TAXES AND ADDITIONAL COSTS**

**permanent tsb** is obliged to deduct Government Stamp Duty (currently €30 per account) from your account on the 1st April each year in respect of the previous 12 months or when you close your account.

If you are switching your credit card to **permanent tsb** from another provider you should request a letter of closure from your previous provider confirming that Government Stamp Duty has been paid in the current charging period. Please forward the letter to: **permanent tsb** Visa Department, Main Street, Dundrum, Dublin 14 to ensure that Stamp Duty is not applied to your credit card account for that period at the next charging date.

If you close your **permanent tsb** credit card account, Stamp Duty will be deducted for the current year. We will send you a letter of closure which confirms you have paid the Stamp Duty for the current year which you can forward to your new provider.

There may be additional costs or taxes payable by you which are not paid by us or imposed by us.

This information is correct at the date it is sent to you.

## **YOUR RIGHT TO CANCEL THE CONTRACT UNDER THE REGULATIONS**

If you enter into the contract with us for a credit card you may cancel the contract in accordance with the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 within 14 days of the receipt by you of your card.

To cancel you should send an email to us at [dmdunit@permanentsb.ie](mailto:dmdunit@permanentsb.ie) or write or deliver a letter to us addressed to the DMD Unit, **permanent tsb**, 56/59 St Stephen's Green, Dublin 2.

If you exercise that right you must, within 30 days, repay any balance on your card account plus interest and charges (including Government Stamp Duty) due to the date of payment and return the card to us, cut in two, to the above address.

If you do not exercise this right to cancel you will remain bound by the contract but you will continue to have the right to cancel as outlined in the next paragraph.

## **OTHER RIGHTS TO TERMINATE THE CONTRACT**

You may at any time repay the balance outstanding on your card account and cancel the contract by returning your card to us in accordance with the card terms and conditions.

If you fail to make any payment due to us in respect of your card or, if any of the other events of default which will be specified in the contract were to occur, we may call for the immediate repayment of the balance outstanding on your card account together with all accrued but unpaid interest thereon and all other costs and expenses payable under the contract. We may terminate the account contract by giving you at least 2 months notice in writing.

## **GOVERNING LAW**

All our dealings with you, and the contract will be governed by the laws of Ireland.

# The following is an outline of the interest rate and fees applicable to a credit card:

## ANNUAL PERCENTAGE RATES

CARD TYPE:	ICE VISA CARD
APR on Purchases:	13.5%
Cash APR	16.9%
Balance Transfer Rate*	0%

CARD TYPE:	CLASSIC VISA CARD
APR on Purchases:	20.5%
Cash APR	22.5 %
Balance Transfer Rate*	0%

\*Balance transfer rate applies for the first 6-months after which the rate will revert to the purchase rate. Interest won't be charged on purchases if the full balance on your statement including the balance transfer amount is paid by the due date. During the promotional period if the balance isn't paid in full then interest will be charged daily at the applicable rate for each transaction type until your full outstanding balance is cleared.

## CASH ADVANCE FEE

1.5% of amount withdrawn, minimum fee €2.00.

## CURRENCY CONVERSION FEE

	permanent tsb
Within Eurozone	No Charge
Outside Eurozone	A commission fee of up to 1.75% of the transaction amount is included in the rate of exchange.

## UNPAID PAYMENT CHARGE

Should a payment either by cheque or direct debit be returned unpaid an administration charge of €10 will be debited to your account. Where a foreign cheque is returned unpaid a fee of €8.50 will be debited to your account.

## LATE PAYMENT FEE

Where the minimum payment is not made by the due date an administration fee of €7.50 will be debited to the card account.

## OVER LIMIT FEE

Should the account be operated in excess of the Credit Limit, an administration fee of €7.50 will be debited to the card account.

## **DUPLICATE STATEMENT**

€2.50 per page

## **CHEQUE SENT FOR SPECIAL PRESENTATION OR COLLECTION**

€5.00

## **FOREIGN CHEQUE SENT FOR COLLECTION OR SPECIAL PRESENTATION**

€8.50 (plus agent's fee)

## **GOVERNMENT STAMP DUTY**

permanent tsb is obliged to deduct Government Stamp Duty (currently €30 per account) from your account on the 1st April each year in respect of the previous 12 months or when you close your account.

If you are switching your credit card to **permanent tsb** from another provider you should request a letter of closure from your previous provider confirming that government stamp duty has been paid in the current charging period. Please forward the letter to: **permanent tsb** Visa Department, Main Street, Dundrum, Dublin 14 to ensure that stamp duty is not applied to your credit card account for that period at the next charging date.

If you close your **permanent tsb** credit card account, stamp duty will be deducted for the current year. We will send you a letter of closure which you can forward to your new provider.

There may be additional costs or taxes payable by you which are not paid by us or imposed by us.

This information is correct at the date it is sent to you.



56-59 St. Stephen's Green  
Dublin 2

Phone **1890 500 121**  
Monday to Friday: 8am–10pm  
(not bank holidays)  
Saturday: 10am–2pm

[www.permanenttsb.ie](http://www.permanenttsb.ie)

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