

# Conditions of use for permanent tsb Visa Credit Card

Effective from 31/03/2021



At permanent tsb our vision is to offer real value, excellent customer service and product options that are second to none. By understanding and responding to your needs, we will help you to get the best return from your finances.

Rest assured that you are now in the hands of a bank committed to the highest standard of excellence and personal service.

Permanent tsb p.l.c. is regulated by the Central Bank of Ireland.

If you have encountered a problem with any product, service or facility provided by permanent tsb, please let us know. We want to put it right as quickly as we can. Simply contact your permanent tsb branch or the area concerned or write to our Customer Resolution Centre at:

Customer Resolution Centre, permanent tsb, Churchyard Lane, Douglas, Cork.

All information contained within this booklet is correct at 31/03/2021 but may change.

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# In these conditions and in any related documents:

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## 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, the Letter of Sanction 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.

**AIS or Account Information Service:** means an account information service which provides aggregate online information to you, which includes balance, payment history and other information available to you on one or more of your online accessible payment account(s) with us, which may include your Account.

**APP:** means the mobile banking application made available by the Bank and use of which will require the use by the Cardholder of specified Security Credentials.

**APR:** means the Annual Percentage Rate of charge as specified in the Letter of Sanction and notified to the Principal Cardholder from time to time.

**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.

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**BANK:** means permanent tsb p.l.c., its successors and assigns.

**BUSINESS24 SERVICE:** means the system provided by the Bank from time to time to enable Customers to access and utilise services provided by the Bank using internet or other technology-based communications.

**BUSINESS DAY:** means a day (other than a Saturday, Sunday, public or bank holiday) on which the Bank is generally open for business in Ireland, provided always that a cut off time for the execution of payment instructions of 18.00 applies unless otherwise specified on our Website. This timeframe is also subject to the payee's payment service provider being open for business on that day and it being a day on which the interbank payment system is operating. For the avoidance of doubt, instructions received in the period from 18.00 to 24.00 hours will be deemed to be received on the next Business Day.

**CARD:** means permanent tsb Visa Credit Card, currently issued by us to the Cardholder, and which may include a Chip including a replacement Card where a Card has been renewed, lost, stolen, copied, defaced, enhanced, varied or improved for Card security.

**CARDHOLDER:** means the Principal Cardholder and any Authorised User.

**CARD OPERATIONS:** means the permanent tsb Card Operations, Main Street, Dundrum, Dublin 14.

**CARD TRANSACTION:** includes all or any of the following where authorised by the Bank for the Cardholder: a Cash Machine Transaction, a Contactless Transaction or any other Transaction in which the Card may be used by the Cardholder in accessing or utilising any facility or service to be provided by the Bank from time to time in conjunction with the Card.

**CASH ADVANCE:** means the use of the Card for the purposes of obtaining cash or cash substitute (including for the purchase of quasi cash, i.e. the purchase of tokens or chips for the purpose of gaming or placing bets on the internet or otherwise) or other benefits through use of the Card, the Card number and where appropriate, in conjunction with the PIN or other Security Credentials for debit or credit to the Account pursuant to this Agreement.

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

**CHIP:** means 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.

**CONTACTLESS TRANSACTION:** means a Transaction completed through a method of payment whereby sums, not exceeding the amount per Transaction, and / or number of transactions or cumulative amount as specified by the Bank from time to time on the Website, may be paid by the cardholder to a Retailer by holding the Card to the front of a POS Terminal rather than the payment being made through use of the Chip and PIN at the POS Terminal.

**CREDIT LIMIT:** means the maximum debit balance permitted on the Account as determined by us and notified to the Principal Cardholder in the card carrier, on the statement and on the Letter of Sanction and incorporated into this Agreement, from time to time.

**DEVICE:** means any device or equipment approved by us to access and use the Open24 Service and / or our App including, but not limited to, telephone, personal computer, kiosk, mobile telephone, tablet or any other such device or equipment.

**DURABLE MEDIUM:** means a method of providing you with information addressed to you personally which enables you to store the information in a way accessible for your future reference for an adequate period and which allows you to reproduce the information unchanged. This may include notifying you by letter or electronic communication attaching or linking to the relevant information.

**FEES BOOKLET:** means the fees and charges, as specified in the charges section of this booklet.

**GENERAL CONDITIONS:** means our conditions applicable to all accounts and services and / or our

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conditions applicable to particular channels or services, in each case as amended, extended or replaced from time to time.

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

**LETTER OF SANCTION:** means the letter confirming that this Agreement is binding on you and us and which contains the APR.

**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 the Principal Cardholder to access and utilise services provided by us using telephone, internet or other technology-based communication.

**PAYMENT SERVICES DIRECTIVE OR PSD:** means Directive EU 2015/2366 of the European Parliament and of the Council as 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 the Cardholder.

**POS:** means point of sale (including an electronic point of sale).

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

**REGISTERED DEVICE:** means any mobile Device and / or mobile phone number registered by you with the Bank.

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

**SECURE SYSTEM:** means a system approved by us to enable the secure use of the Cardholder over the internet.

**SECURITY CREDENTIALS:** means any PIN or other security code, including without limitation any VbV/3DS Passcode and / or other codes issued or generated using any mechanism or technology approved by us, to the Cardholder or created by the Cardholder in accordance with our operating instructions or other procedures and such other personalised Devices and / or security procedures that may be introduced in respect of the

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operation of the Account from time to time.

**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.

**TPP:** means a third party provider of payment services, including but not limited to AIS.

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

**VERIFIED by VISA or VISA SECURE:** means a security service to be used by the Cardholder when carrying out online purchases on the internet through participating online Retailers.

**VbV/3DS PASSCODE:** means a Verified by Visa or Visa Secure passcode for use by the Cardholder with participating online Retailers.

**WEBSITE:** means our websites at [www.permanenttsb.ie](http://www.permanenttsb.ie) and / or [www.open24.ie](http://www.open24.ie), as relevant.

## 2. WHO WE ARE

Any reference in these Conditions to 'you' and 'your' refers to the Principal Cardholder.

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 Central Bank of Ireland of New Wapping Street, North Wall Quay, Dublin 1 and our principal business is the provision of financial services.

Our head office and registered office is at 56-59 St Stephen's Green, Dublin 2.

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 a

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Cardholder's Card and (unless agreed to the contrary in a Durable Medium or as otherwise permitted by applicable law or regulation) 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 terms and conditions applicable to your Account and each Cardholder's 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, the authorisations, declarations, 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 this 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 (Consumer Credit Agreement [CCR]) Regulations 2010 within 14 calendar days of concluding this Agreement or receiving it or a copy of it.
- (f) In addition to your contractual right to terminate this Agreement at any time, you also have the right under applicable law to withdraw from this Agreement at any time within 14 calendar days (the "withdrawal period") of concluding this Agreement or receiving it or a copy of it. If you withdraw from this Agreement within the withdrawal period you must repay, within 30 days of dispatching notice to us of your withdrawal, the amount borrowed with interest to the date of repayment. If you do not exercise your right of withdrawal the terms of this Agreement will continue to apply.



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- (g) Copies of this Agreement have been provided to each contracting party to this Agreement. Additional copies of this Agreement may also be obtained from your branch. These Conditions and certain other documents that form part of this Agreement are also on our Website.

#### **4. THE CARD**

- (a) Subject to these Conditions, our credit card service allows Cardholders to pay for goods and services purchased from Retailers, 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 the Cardholder can authorise such Transactions and drawdown funds, including:
- (i) authorisation by means of the Cardholder's Card used in conjunction with the Cardholder's PIN or other Security Credentials for POS Transactions or Transactions using a Cash Machine;
  - (ii) authorisation by means of the Cardholder's Card number and in some circumstances Security Credentials by mail, telephone, internet or using a Secure System;
  - (iii) authorisation by means of the Cardholder's Card and signature where the other authorisation options in this Condition are not available;
  - (iv) authorisation by means of the Cardholder's Card in a Contactless Transaction as made available by the Bank.
- (c) The Card may be used outside Ireland within the Credit Limit.
- (d) The Cardholder may use the Card for the purposes of a Contactless Transaction (subject to any limitations for Contactless Transactions as may be altered from time to time and as specified on the Website) but we reserve the right to require that a Contactless Transaction be effected through use of the Chip and PIN at the POS Terminal for your security and in such event, the Cardholder must enter the Cardholder's

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PIN or other Security Credentials as we may require to complete the Transaction.

- (e) Where Contactless Transactions on a Card have exceeded the amount per transaction and / or number of transactions or cumulative amount as specified by the Bank from time to time on the Website, subsequent transactions will require use of the Chip and PIN .
- (f) The Cardholder must only use the Card, PIN, and other Security Credentials in accordance with these Conditions and this Agreement.
- (g) The Cardholder must:
  - (i) sign the Card immediately on receipt and only the Cardholder may use the Card;
  - (ii) use the Card a) within the Credit Limit b) within the period for which it is stated to be valid c) strictly in accordance with the terms of these Conditions and this Agreement;
  - (iii) use the Card for the purposes of obtaining the facilities or benefits made available from time to time by us in respect of the use of the Card;
  - (iv) use the Card 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;
  - (v) use the Card subject to our right, in our absolute discretion to refuse any request for authorisation of any particular Transaction and to give notice to any interested third party of any refusal.
- (h) 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

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- (i) 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.
  - (j) 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 this Agreement at any time by surrendering to us all Cards issued for his / her use or for use by an Authorised User.
  - (k) Subject to Condition 20, you shall remain liable for all Card 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 this Agreement which shall continue in force. We may request a Retailer or other bank to retain and cancel the Card (by cutting it in two) if we have reasonable cause.
  - (l) We will automatically re-issue Cards from time to time, unless this Agreement is terminated or suspended.
  - (m) Copies of these Conditions and all other documents that constitute this Agreement may be obtained from your branch. These Conditions and certain other documents that constitute this Agreement are also online on our Website.

## **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

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relevant (including without limitation with regard to Security Credentials). 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) The Principal Cardholder shall be 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) 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 and Other Security Credentials, Including VbV/3DS Passcode**

- (a) The PIN and a Cardholder's Security Credentials will be known only to the Cardholder and we shall not disclose a Cardholder's PIN or other Security Credentials except to the Cardholder. The Cardholder must destroy and / or delete the PIN notification and / or notification of any other Security Credential immediately on receipt.
- (b) When the Cardholder uses his / her Card in a Retailer's outlet the Cardholder may be requested to enter the Cardholder's PIN to authorise the Transaction. Apart from where there is a Contactless Transaction, the PIN should be entered and should not be disclosed to the Retailer. Failure to enter the PIN may result in the Transaction being declined.
- (c) When the Cardholder is carrying out online purchases on the internet, the Cardholder may be requested to enter the Cardholder's VbV/3DS

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Passcode and / or other Security Credentials, in order to authorise the Transaction. Failure to enter the VbV/3DS Passcode and / or other Security Credentials may result in the Transaction being declined.

The Cardholder must be registered for the Open24 / Business24 Service and have a Registered Device to ensure the applicable Security Credentials can be validated when making online payments.

## **7. TPPs**

- (a) You may authorise a regulated TPP to provide you with AIS as provided for in PSD. In order to provide this authorisation you will need to have access to the Open24 Service. Further details about the Open24 Service and the services that can be provided on your Account are contained on our Website. Condition 23 of the General Conditions relating to TPPs, with the exception of Conditions 23(f), 23(g) and 23(j), shall apply to any TPP appointed by you to provide AIS. A copy of the General Conditions may be found on our Website or at any of our branches.
- (b) Notwithstanding the foregoing, no Cardholder may in any circumstances disclose the Cardholder's Card or any Card details to any third party, including for the avoidance of doubt any TPP.
- (c) Where you have authorised a TPP in accordance with Condition 7(a), we can only stop acting on the instructions of the TPP if you have demonstrated to us that you have instructed the TPP to cease using your Account. Prior to 14 September 2019, you can block a TPP from accessing your Account by taking the steps described in Condition 23(d) of the General Conditions.

## **8. Safeguarding the Card, the PIN, the VbV/3DS Passcode and Security Credentials**

- (a) The Cardholder shall keep safe the Cardholder's Card and prevent the PIN and other Security Credentials linked to the Card becoming known to any other person. We consider lack of reasonable care to be but not limited to circumstances where:
  - (i) the Card is lost or stolen and the PIN or other Security Credentials became known or available

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- to a third party who then has access to the Card (e.g. a finder or thief); or
- (ii) someone possesses the Card with the Cardholder's consent and uses it or gives it to someone else; or
  - (iii) the Cardholder's PIN or other Security Credentials are easily obtained or guessed by someone else.
- (b) In addition to taking the necessary steps to safeguard the Card, PIN or other Security Credentials as set out in Condition 8 (a) and Condition 4, the Cardholder must keep the Cardholder's Card secure at all times and must not:
- (i) let anybody use the Card, PIN or other Security Credentials;
  - (ii) reveal the Card number to anyone except when completing a Transaction or when reporting the Card lost or stolen or where it is likely to be misused; or
  - (iii) disclose, record or write the Cardholder's PIN, VbV/3DS Passcode or other Security Credentials or record the PIN, VbV/3DS Passcode or other Security Credentials on the Card or on any item which the Cardholder usually keeps or carries with the Card or in any form that would be intelligible or otherwise accessible to someone else.
- (c) The Cardholder shall take all measures necessary to make himself / herself aware of the circumstances set out in Condition 8 (b).
- (d) If we suspect that a Card and / or Account is being used improperly, fraudulently or in breach of this 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 this

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Agreement.

- (e) The Cardholder must give us all the information in his / her possession as to the circumstances of the loss, theft or misuse of the Card or the disclosure of the PIN or other Security Credentials, 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 Cardholder, that Card or any other Card bearing the same number for the Cardholder's use must not be subsequently used; but must be cut in half through the magnetic strip and Chip and returned immediately to permanent tsb Card Operations, Main Street, Dundrum, Dublin 14.

## **9. 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.

## **10. ACCOUNT**

- (a) We will apply to the Account the amounts of all Transactions, any of your or the Authorised User's 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 Retailer or the Retailer's bank.
- (b) Use of the 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 or other Security Credentials, signature or in breach of these Conditions. The Cardholder should therefore check the amount of every Transaction before he / she authorises it.

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- (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 €5.00 or 2.5% of the amount outstanding, unless otherwise stated, or the whole amount if less than €5.00.

**WARNING: If you do not pay your repayments on time, interest will accrue at the Account rate. We may cancel the Card and seek its return and sue you for the balance due together with our costs. Any judgements obtained by us may be enforced against any assets or property you own.**

- (d) You may repay the outstanding balance on your Account, including all outstanding Transactions, and interest (if any) at any time. Payment methods are set out in the Statement.
- (e) If the Statement is not received, the Principal Cardholder should calculate the amount due by reference to records of Transactions and forward payment accordingly. Card Operations will confirm the amount due on request.
- (f) 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 this Agreement.
- (g) 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.
- (h) The Principal Cardholder shall promptly notify Card Operations of any change of his / her name, address or telephone number(s) or of those of any Authorised User.

## 11. INSTRUCTIONS

- (a) Each time you or an Authorised User gives us an instruction, you will be deemed to warrant to



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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) Where you deny authorising us to act on an instruction, including without limitation any instruction received through the Open24 Service or, where permitted, our App, it is our responsibility to prove that the instruction was accurately authenticated, recorded, entered in the Accounts and not 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 or other Security Credentials or the Secure System. The use of any such Security Credentials will also be insufficient by itself to prove that you have intentionally, or because of your gross negligence, failed to adhere to these Conditions or failed to keep the aforementioned Security Credentials safe.
- (c) Notwithstanding the above, entries in the Account in respect of Transactions effected by Cash Machine or Chip enabled Terminals or using any Security Credentials associated with a Card shall be a relevant factor in evidencing of such Transactions and will be binding on you and us.
- (d) If a Cardholder denies that the Cardholder's Card and if applicable, PIN or other Security Credentials have been used to execute a Transaction or alleges 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.
- (e) The correct recording of previous and subsequent similar Transactions will be part of the evidence compiled by us as evidence the system was functioning properly.
- (f) 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

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anything outside our control, or the control of our agents or subcontractors.

- (g) Where we offer the facility of further reducing the limits on a Card provided to a Cardholder by us, you may request a change to these limits. Please see our Website for further detail.

## **12. STATEMENTS OF ACCOUNT**

- (a) Card Operations normally issues a monthly Statement to the Principal Cardholder. You can request this Statement more frequently if you require it by contacting us. The Principal Cardholder should carefully examine all Statements and any other Account information made available to them or accessed online and report any disputed Transactions, errors or omissions to us without undue delay.
- (b) We recommend that Account details be reviewed online or via our App on a regular basis. In the event that there is a query concerning a Transaction on your Account please contact us immediately on the contact details on our Website, via our Open24 Service (subject to registration) or our App.

We will normally consider that there has been undue delay if you fail to notify us within 30 days of a Statement or payment advice showing the relevant Transaction being made available to you. 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 20 below, unless you have reported to us any error or discrepancy in a Statement, within 30 days after it is made available to you, 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 obvious error, the Statement shall as regards you thenceforth be conclusive evidence of the correctness of the entries recorded

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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.

### **13. TIME PERIODS FOR LODGEMENTS**

- (a) We will ensure that all funds received for value by us and accepted for your Account prior to the applicable cut-off times, are credited to your Account on the same Business Day.
- (b) Funds received by us after the applicable cut off will be deemed to have been received by us on the next Business Day.
- (c) 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 and at the time of making the lodgement

### **14. DATA PROTECTION AND CUSTOMER INFORMATION**

- (a) The Criminal Justice (Money Laundering and Terrorist Financing Acts 2010 to 2018 (as amended, re-enacted or replaced from time to time) require us to satisfy ourselves as to your identity before opening an Account, permitting Transactions on an Account or providing certain services.
- (b) By opening an Account with us, you are acknowledging that we will access, use and retain your relevant information (including each

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Cardholder's personal data as defined by applicable law) for the purposes of providing you with the Account and associated services, and for the purposes and in the manner described to you when we collect your information and as set out in our Data Protection Notice, available on our Website. This may include disclosing your information to comply with our legal and regulatory obligations, and transferring your information to other countries.

- (c) We shall make such enquiries and/or request such information and/or documentation from you as may be required in accordance with applicable laws, statutory and bank regulations. We reserve the right to confirm the authenticity of any document provided by you to us for the purposes of identification or application for credit. This can include but is not limited to, contacting the issuer of any service or utility bill or statement or non-governmental issuer of identification documentation.
- (d) 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).
- (e) We shall be under no obligation to comply with any directions in relation to an Account without such forms of identification as we shall deem necessary. Where you fail to update us of any changes in respect of a Cardholder's personal data, we shall not be liable to the Cardholder or any third party with whom we share information (whether on your behalf or not) for any loss suffered by reason of any information not being accurate and up to date.
- (f) We may provide any information concerning you, or an Authorised User where necessary, to:
  - (i) the Card or other payment systems, and to our agents and subcontractors in each case

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- to administer and operate the Account or to conduct our business;
- (ii) the insurer under any payment protection insurance covering this Agreement;
  - (iii) any organisation which endorses the Card;
  - (iv) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor of some or all of our business or your interests and their respective officers, employees, agents and advisers;
  - (v) any other member of the permanent tsb group for group reporting and analysis;
  - (vi) any person with whom we have entered or propose 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
  - (vii) credit reference agencies and / or any relevant official or regulatory body maintaining a centralised credit register.
- (g) 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 in the handling of any complaint and may also be used as proof of any instruction and shall be conclusive evidence in these regards.
- (h) Where you provide us with personal data relating to any other individuals (including Authorised Users), you warrant that you will inform the relevant individual that their information will be provided to us for the purposes outlined above and where necessary will obtain the consent of such individual to the use of their personal data in the manner outlined above.
- (i) You have a number of rights under applicable data protection law, including the right at any time to

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request details or a copy of any personal data that we hold about you and to have inaccuracies in that information corrected. How you can exercise these and other data protection rights is set out in our Data Protection Notice, available on our Website.

## **15. AUTHORISATIONS**

- (a) Once received by us for execution, Transactions are irrevocable. However, if you wish to amend or cancel a Transaction that has been given us, we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so.
- (b) When a Transaction is authorised by the use of a Secure System, a PIN or other Security Credentials, the use of the Secure System, PIN or other Security Credentials can be regarded as evidence that the Transaction was authorised by a Cardholder. Use of any Secure System by a Cardholder is subject to the terms and conditions of the Secure System.
- (c) We provide a 24 hour, seven 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.
- (d) 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 Retailer through access to the authorisation service.

## **16. VISA CASHBACK**

- (a) Visa Cashback will only be available to you if you agree to register your Visa Credit Card with Visa and you agree to abide by the terms and conditions applicable to the Visa Cashback Programme (go to [www.permanenttsb.ie/gorewards](http://www.permanenttsb.ie/gorewards) for more information). For the avoidance of doubt, while our Website will contain a link to the Visa website to facilitate you in registering your Credit Card with Visa (if you so choose), the terms and conditions applicable to the Visa Cashback Programme shall apply as between you and Visa, and not between you and permanent tsb. It is your responsibility to read and understand such terms and conditions, including the terms and conditions applicable to the

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security and use of your information and personal data by Visa (which may include analysing your spending habits). Go to [www.permanenttsb.ie/gorewards](http://www.permanenttsb.ie/gorewards) for more information. We may receive information from Visa in connection with your participation in and payments arising from, Visa Cashback. Any complaints you may have in relation to the Visa Cashback Programme should be directed to Visa.

- (b) On closure of your Credit Card, for whatever reason, in accordance with these Conditions, you will lose your entitlement to any Visa Cashback amounts which are pending but which have not yet been credited to your Account.
- (c) Visa cashback credited to your Credit Card will not contribute towards payment of the total outstanding bill or minimum amount due.

## **17. Digital Wallet Terms and Conditions**

- (a) These Digital Wallet Terms & Conditions are in addition to our “General Terms and Conditions” that applies to the use of your Permanent TSB Account and the Mobile App.
- (b) These Digital Wallet Terms & Conditions have the same meaning as in our General Terms and Conditions. If there is any overlap or conflict between the Digital Wallet Terms & Conditions and our General Terms & Conditions, our General Terms and Conditions will take precedence.
- (c) If you have other terms with your Digital Wallet provider (e.g. terms relating to your device) then they will apply as between you and your Digital Wallet provider. Also, please note that any transactions with your Permanent TSB Card will remain subject to other terms which may apply (for example those of Visa).
- (d) How do you make it work?

You can link your Permanent TSB Card to your Digital Wallet by adding the Permanent TSB Card to your Digital Wallet app on your device and then you are ready to go. Please note that contactless payment limits may apply depending on the retailer and payment terminal used.

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- (e) How do you stop it?

To stop using your Digital Wallet with your Permanent TSB Card, go into the Digital Wallet app on your device and remove your card.

- (f) Can Permanent TSB stop you using your Permanent TSB Card with your Digital Wallet app?

Our right to stop you using your Permanent TSB Card with your Digital Wallet is the same as our right in our General Terms and Conditions to close, terminate, suspend, or limit your access to your Permanent TSB Account or any or all of the Permanent TSB Services at any stage.

- (g) What security provisions apply?

Our General Terms and Conditions have a number of important security provisions dealing with, for example, what you must and must not do to keep your device and Permanent TSB Account secure. The same apply to using your Permanent TSB Card with your Digital Wallet. Please review them before you start using your Digital Wallet. Do not share your security details - by security details we mean all PINs and passwords you use to access your Permanent TSB Account or device by any method. If you lose your device, please contact us immediately. If you change device, delete all relevant information including your Digital Wallet app.

- (h) If your Permanent TSB Card, security details or your device used to access card details or make payments has been lost or stolen or you suspect someone has tried to use them or accessed or tried to access an Digital Wallet, you must notify us immediately via the support functions available on the Mobile App.

- (i) You must not activate a payment session on any device if you are not in full control of the device or it is not in your possession at the time of the payment. If you consent to another person using your device by allowing that person to register their fingerprint in your device, we will treat this as you failing to keep your Permanent TSB Card and security details safe.



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- (j) What are our responsibilities when things go wrong?

Our General Terms and Conditions set out who is responsible in various scenarios. We will not be responsible for anything going wrong with your Digital Wallet app or your device. This is because these services aren't provided by Permanent TSB and we do not control the related platform, Digital Wallet or device.

- (k) Does it cost anything?

We don't charge you when you use your Permanent TSB card with your Digital Wallet.

- (l) Personal information

When you add your Permanent TSB Card to your Digital Wallet, your card information will be provided to your Digital Wallet Provider in order to add and activate your card on your Digital Wallet. Please take the opportunity to re-read our Data Protection Notice, which is available on the Permanent TSB website, for further information on how Permanent TSB uses your personal data in providing banking services to you, your rights in relation to your personal data, and the contact details of our Data Protection Officer. Please note, however, that your Digital Wallet Provider is separately responsible for how it uses and manages any personal information you provide to it, and you will therefore also be subject to your Digital Wallet Provider's privacy policy. We and your Digital Wallet provider share certain information with each other for a number of reasons including; to verify information and to prevent fraud, and (at an aggregated level) to improve our and its service.

## **18. REFUNDS AND PRINCIPAL 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

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services we do not supply and in relation to such goods and / or services, we will not have dealings with third parties on a Cardholder's behalf.

## **19. INTEREST AND CHARGES**

### **Interest**

- (a) Interest will, where applicable, be charged on a daily basis (i.e. interest is calculated daily on a 1/365 day basis, except in a Leap Year where the 1/366 day basis is used), from the date a Transaction is debited to your Account or from the Statement date in the case of Cash Advances, to the date payment is received and credited to your Account. Interest will be debited to your Account on a monthly basis at the rate specified in your Statement.
- (b) No interest will be charged on your Account where you repay in full the outstanding balance (including, subject to (c) (iii) below, any Balance Transfer amount) detailed in your Statement by the payment due date specified in the Statement on a monthly basis.
- (c) If the full outstanding balance (including, subject to (iii) below, any Balance Transfer amount) is not repaid by the payment due date specified in the Statement then:
  - (i) interest will be charged on the full opening balance amount and will be applied from the date that each individual Transaction was debited to your Account, until the Transactions are repaid in full.
  - (ii) interest will be charged on each Cash Advance from the date of the Statement on which the Cash Advance first appeared until that Cash Advance is repaid in full; and
  - (iii) in the case of a Balance Transfer, interest may be charged at a lower rate for a limited period and where we do so, the interest rate and the period will be specified on the Website.
- (d) Government stamp duty and any charges or fees will be applied to the Account and shall be treated as purchases for interest calculation purposes.

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## Payments

(e) Payments will only take effect when received at our processing centre and are credited to your Account.

(i) Payments are applied to the opening balance on the Account in the following order against the Transactions and Cash Advances already shown on the Statement:

Interest and charges (if relevant);  
Fees (if relevant);

Cash Advances (in order in which they were applied to the Account);

Purchases (in order in which they were applied to the Account);

Balance Transfer (where applicable).

(ii) The remainder of the payment, if any, is applied against current Transactions and Cash Advances not shown on a Statement in the following order:

Interest and charges (if relevant);  
Fees (if relevant);

Cash Advances (in order in which they were applied to the Account);

Purchases (in order in which they were applied to the Account);

Balance Transfer (where applicable).

## Minimum Payments

(f) The Principal Cardholder may select as the minimum payment percentage any of the following percentages: 2.5%, 25%, 50%, 100% subject to a minimum payment of €5.00 or 2.5% (whichever is greater). We do not recommend that you only pay the minimum payment for prolonged periods. Interest is charged on the full outstanding balance, until repayment of the full Statement balance is credited to the Account.

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## Charges

- (g) The charges which apply to your use of a Cardholder's Card are set out in our Fees Booklet, which is available on request at any of our branches and on our Website. Subject to receipt of approval from 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. We may notify you of any changes to the fees and charges that are applicable to the services under the Payments Services Directive by giving you at least two months' notice unless we are permitted by law to give a shorter period of notice and by communicating the change to you in a Durable Medium or as may be permitted by applicable law or regulation.
- (h) Cash Advance fee – We will also charge you a Cash Advance fee if we provide credit in respect of that Cash Advance. The Cash Advance fee is set out in our Fees Booklet and may vary as notified to you from time to time in accordance with Condition 24 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 Account and will appear on your next Statement.
- (i) 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. 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.
- (j) The total currency conversion charges applied to any cross border Card Transaction will be displayed as a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <https://www.permanenttsb.ie/fxcalculator>

From 19 April 2021, all Personal Customers who

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use their Permanent TSB Debit or Credit card to complete non-Euro payment transactions within the EEA (online, at point of sale terminals or ATM cash withdrawals) will be notified by SMS message of the total currency conversion charges that apply to the transaction. The charges will be calculated as a percentage mark-up over the latest available euro foreign exchange reference rate issued by the European Central Bank (ECB)\*.

The SMS will be sent once every month in which a customer transacts in that non-Euro currency.

An SMS will be sent to the card holder after completing the transaction, e.g. for joint accounts it will only be sent to the party making the payment or withdrawal. This SMS will be sent to the card holder's registered mobile number held by Permanent TSB which can be opted-out of by contacting Open24.

\*For the majority of transactions, the percentage mark-up sent to you in the SMS message will reflect the total currency conversion charges to be paid by you. However in a limited number of instances, due to the way some transactions are processed, the amount charged to your account may be slightly higher or lower than the initial pre-authorized amount.

## **20. 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, 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 shall be liable to us for any loss and/or cost which we suffer as a result of use of a Cardholder's Card, their loss of the Card, or by their breach of this Agreement. You shall

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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 with any of our branches to the Account.
- (d) We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.

### **Unauthorised payments**

- (e) Notwithstanding Condition 20 (a), where you are a Consumer or, 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 a Cardholder and, where necessary, restore your Account to the state it would have been in had the Transaction not taken place.
  - (i) Your liability will be limited to the sum of €50 for any losses incurred in respect of unauthorised payments arising from the use of a lost or stolen Card or from a failure to keep the Card, PIN, other Security Credentials or other security device or procedures or personalised security features safe.
  - (ii) Except where a Cardholder has acted fraudulently, you will be liable for the initial €50 of your loss unless the theft or misappropriation of the Cardholder's Card was not detectable to you or the Cardholder prior to a payment or the loss was caused by acts or lack of action of any of our employees, agents, branches, our service providers or sub-contractors.

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- (iii) You will be liable for the full amount of the unauthorised Transactions where:
- (a) a Cardholder intentionally, fraudulently, or with gross negligence fails to adhere to the safe keeping and/or disclosure requirements of the Cardholder's Card, PIN or other Security Credentials or other security device or procedure; or
  - (b) any payments were effected as a result of a breach of Condition 8; or
  - (c) any Card is used by any person outside the terms of this Agreement and who has possession of it with your or an Authorised User's consent; or
  - (d) you or an Authorised User has intentionally, or because of your lack of reasonable care, failed to notify us without undue delay of the loss, theft or misappropriation of a Card or any Security Credential or failure to follow any procedure.
- (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**

- (f) Where you are a Consumer or 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 a Cardholder to us in accordance with the requirements of these Conditions. However, this Condition 20 (f) only applies where the Cardholder provided us with the correct unique identifiers for the payment in question.

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We shall have no liability to you under this Condition 20 (f) 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 we will refund to you, without undue delay, the amount of the non-executed 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.

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**

- (g) Where you are a Consumer or 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 we have received the required information and supporting documentation and:
  - (i) we receive the refund request within eight weeks of the amount being debited to your Account; and
  - (ii) you can show us that (i) the amount so debited exceeded the amount that you could reasonably have expected taking into account a Cardholder's 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.

For the avoidance of doubt, we will be liable to you



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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.

Where we refuse the refund we will provide you with a justification for our refusal and details to whom you may refer the matter.

## **21. 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 authorise us to forward a credit for that amount to your other credit card provider.
- (c) No more than one Balance Transfer may be made to the Account.

## **22. 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 22 (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 setoff.

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- (c) If the obligation referred to in Condition 22 (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.

### **23. STATUTORY RIGHTS**

No provision in this Agreement shall affect or be construed to affect your statutory rights under applicable consumer credit law. In the event of any conflict between this Agreement and such rights, the latter shall prevail.

### **24. 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 this Agreement 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 will be made available to you in a Durable Medium or by any other means required or permitted by law. You have the right to withdraw from this Agreement within this specified period, subject to full settlement of the 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.

### **25. EXPIRY**

- (a) This Agreement shall continue until ended by either you or us. You may at any time end this Agreement by giving notice in writing to us and discharging all amounts outstanding on the Account, including all outstanding Transactions, and interest (if any) and by returning to us all Cards issued on the Account cancelled by being cut in two through the signature box, magnetic strip and Chip.

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- (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 or an Authorised User to continue to have a Card,

we can immediately suspend any Card, end this Agreement, refuse to permit further drawdown on the Card, cancel all Card(s) and/or refuse to issue, renew or replace any Card by giving such notice to the Principal Cardholder as is required under applicable consumer credit law, whereupon the Card(s) must be cut in two (through the signature box, magnetic strip and Chip) and returned to us. Unless we are permitted by law to give you shorter notice, we may terminate this Agreement by giving you at least two months' notice.

## **26. 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 or other Security Credentials 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).

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- (c) For the avoidance of doubt, the estate of the Principal Cardholder will be liable to us for any Transactions effected using a Cardholder's Card after the date of the death or legal disability of the Principal Cardholder.

## **27. LANGUAGE**

These Conditions and all information and communication with you will be in English.

## **28. 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 so far as possible, to prevent it happening again; and
- (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; or
- (iii) By writing, sending an email (to [Customerresolutioncentre@permanenttsb.ie](mailto:Customerresolutioncentre@permanenttsb.ie)) or speaking to a member of staff of the relevant branch or department. 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 below.

We aim to resolve your complaint promptly and in line with applicable regulation. For more details, please see

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our Complaint Resolution Charter on our Website.

We will do our best to resolve any complaints 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 Office of the Financial Services and Pensions Ombudsman (“**Ombudsman**”) for review. The Ombudsman is an independent statutory body 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:

The Office of the Financial Services and Pensions  
Ombudsman

Lincoln House, Lincoln Place, Dublin 2  
Lo Call: 1890 882090

Tel: +353 1 662 0899

Fax: +353 1 662 0890

You may be able to submit a complaint to the Ombudsman using the European Commission Online Dispute Resolution (ODR) platform (available at <http://ec.europa.eu/odr>). The ODR platform is available to help consumers resolve disputes relating to online services.

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.

## **29. 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 and on our Website.

Our address is:

56/59 St. Stephen’s Green, Dublin 2

For lost, stolen or misused Cards, PIN or other Security

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Credentials, telephone us, 24 hours a day, at:

1800 687 687 (or, if calling from outside Ireland, please see our Website for further contact information).

For all other queries, telephone us during the following hours; Monday to Friday 8am to 10pm (excluding bank holidays) and Saturday & Sunday 10am to 5pm:

0818 50 24 24 (or, if calling from outside Ireland, at +353-1 212 4101).

### **30. 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, in person or any other agreed contact method .

### **31. GOVERNING LAW**

This 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 this Agreement.

### **32. TERMINATING THE CONTRACT**

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

If you enter into this Agreement with us for a credit card you may cancel this Agreement in accordance with the European Communities (Consumer Credit Agreement [CCR]) Regulations 2010 within 14 calendar days of concluding this Agreement or receiving it or a copy of it.

To cancel, you should send an email to us at [dmdunit@permanenttsb.ie](mailto:dmdunit@permanenttsb.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,

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repay any balance on your 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 this Agreement 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 Account and cancel this Agreement 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 this Agreement were to occur, we may call for the immediate repayment of the balance outstanding on your Account together with all accrued but unpaid interest thereon and all other costs and expenses payable under this Agreement. We may

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terminate this Agreement by giving you at least two months' notice in writing.

### **GOVERNING LAW**

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

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

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**INTEREST RATES** - All rates are variable except for introductory rates which are fixed for the period specified.

<b>Card Type:</b>	<b>ICE Visa Credit Card</b>
Purchases*	16.50% When Government Stamp Duty is included the Annual Percentage Rate (APR) is 22.53%
Cash Advances	22.46%
Balance Transfer Rate**	0% introductory rate for first 6 months

\*0% introductory rate applies on purchases for the first three months from the date of opening the Account ("The Promotional Period") after which the purchase rate will apply to new purchases and to purchases made during the



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Promotional Period and not cleared.

\*\*0% introductory rate applies on Balance Transfers for the first six months from the date of opening the Account after which the purchase rate will apply to any remaining balance transferred.

<b>Card Type:</b>	<b>Classic Visa Credit Card</b>
Purchases	19.80% When Government Stamp Duty is included, the Annual Percentage Rate (APR) is 26.63%
Cash Advances	21.96%

### **CASH ADVANCE FEE**

1.5% of amount withdrawn, minimum fee €2.00.

### **CURRENCY CONVERSION FEE**

Within Eurozone	No Charge
Non Euro Transactions Currency conversion fee	1.75% of the Euro value of the Transaction amount will apply. The amount of the Transaction will be converted at a rate of exchange determined by Visa for the date when the Transaction is debited to the Account.
Non Euro ATM transactions Currency Conversion Fee	3.5% of the Euro Value of the Transaction amount will apply. The amount of the transaction will be converted at a rate of exchange determined by Visa on the date in which the transaction is debited to the account.

The total currency conversion charges applied to any cross border Card Transaction will be displayed as a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <https://www.permanenttsb.ie/fxcalculator>

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The percentage mark-up will be calculated as follows:

$$\frac{\text{Visa Rate} + \text{PTSB Rate} = \text{Total Conversion Rate Applied}}{\text{Latest ECB Rate}}$$

From 19 April 2021, all Personal Customers who use their Permanent TSB Debit or Credit card to complete non-Euro payment transactions within the EEA (online, at point of sale terminals or ATM cash withdrawals) will be notified by SMS of the total currency conversion charges that apply to the transaction. The charges will be calculated as a percentage mark-up over the latest available euro foreign exchange reference rate issued by the European Central Bank (ECB)\*.

The SMS will be sent once every month in which a customer transacts in that non-Euro currency.

An SMS will be sent to the card holder after completing the transaction, e.g. for joint accounts it will only be sent to the party making the payment or withdrawal. This SMS will be sent to the card holder's registered mobile number held by Permanent TSB which can be opted-out of by contacting Open24.

\*For the majority of transactions, the percentage mark-up sent to you in the SMS will reflect the total currency conversion charges to be paid by you. However in a limited number of instances, due to the way some transactions are processed, the amount charged to your account may be slightly higher or lower than the initial pre-authorised amount.

### **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.

### **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 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 Account.

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## **CARD REPLACEMENT FEE**

A replacement fee of €5.00 will apply to a lost or stolen credit card.

## **DUPLICATE STATEMENT**

€2.50 per page.

## **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 Card Operations, Main Street, Dundrum, Dublin 14 to ensure that stamp duty is not applied to your Account for that period at the next charging date.

If you close your 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.

## **VISA CUSTOMER NOTICE**

Permanent tsb cannot accept lodgements of foreign currency cheques, or Euro cheques from banks outside of Ireland, into a permanent tsb credit card account. Customers using this payment method should make alternative arrangements.

Foreign currency cheques or Euro cheques from banks outside of Ireland can alternatively be lodged to any permanent tsb current or savings account.

