GENERAL TERMS AND CONDITIONS

Terms and Conditions

1. DEFINITIONS

"Account" – the account we open to record Transactions;

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

"Agreement" – the agreement between you and us which includes these General Terms and Conditions;

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

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

"Card" – the credit card including any renewal, replacement or additional credit card which we give you or an Additional Cardholder to use with the Account;

"Cash Advance" – any Transaction under which you or any Additional Cardholder receives cash or a cash substitute (for example, gambling transactions, gaming chips, purchases of currency and also cash-related transactions such as travellers' cheques or money orders) by using the Card, or Card details, including where the Account is in credit;

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

"Chip" – an integrated circuit embedded in the Card and references to 'Chip' include a reference to all property and information stored in the Chip;

"Credit Intermediary" – means Post Office Limited whose registered office is at Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ (Company No. 02154540);

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

"Credit Reference Agencies" – means regulated organisations which hold credit information about customers that is used by lenders, examples include Experian Limited and/or Equifax Europe (UK) Limited and/or Callcredit Information Group Limited or any company which collects information relating to your credit rating;

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

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

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

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

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

"Recurring Transaction" – a regular payment (other than a direct debit or standing order) collected from your Account by a Retailer authorised by you to collect payments from your Account, in line with your instruction. Recurring transactions are not covered by the Direct Debit Guarantee;

"Retailer" – a supplier of goods, services or Cash Advances;

"Security Details" – are required for the use of your Card and can be either supplied by Us or selected by You and can include PIN, password, security numbers or codes, your fingerprint or other distinctive personal characteristics to make an instruction;

"Special Promotion" – means a promotion we may make available to all or some cardholders from time to time, for example an introductory offer such as a 0% Balance Transfer rate;

"Transaction" – any Balance Transfer, Purchase or Cash Advance;

"We", "Us" , "Our" – Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 7022885 and any other person to whom we may transfer any or all of our rights and duties under this Agreement;

"You" – the customer who is the principal cardholder under this Agreement.

2 CARD

2.1 You agree at all times to use the Card only in accordance with the terms of this Agreement. If we have a valid reason for doing so, we can at any time vary the terms of this Agreement and You agree to comply with any varied terms of this Agreement.

2.2 The Card and PIN may only be used by you and any Additional Cardholder. In this Agreement when we refer to the 'use of the Card', this refers both to your physical use of the Card or Card number and/or the Security Details for transactions made online, using a mobile device, by telephone or by contactless.

2.3 The Card and the content of the Chip belong to us and can only be used in accordance with these terms and conditions. This means that we or any person acting for us, can cancel, stop, suspend or request you to return the Card at any time. We may at any time keep the Card or ask for the Card to be returned to us. At the end of your Agreement if we ask you to destroy the Card, you must do so immediately by cutting it in half vertically through the Chip.

3. PROTECTING YOUR ACCOUNT AND SECURITY DETAILS

You must:

- sign the Card as soon as you receive it;
- do everything that you reasonably can to keep your Card details and your Security Details safe. For example, you should not:
  - write down your PIN or other Card Security Details in a way that is recognisable on your Card or banking documentation;
  - choose sequences of letters or numbers that may be easy to guess;
  - let anyone watch you enter your PIN into an ATM or Card reading machine.
- take all reasonable care to ensure that the Card and Security Details are not lost, mislaid or stolen;
- not use the Card or your Account for anything illegal or to buy anything illegal;
- keep your Card receipts safe and dispose of them carefully;
- never give your Security Details to anyone unless you know who they are and why they need them;
- make sure that any Additional Cardholder takes the same precautions to protect the Card and your Account;
- comply with any new and/or enhanced security measures we may tell you about from time to time;
- contact us about any suspicious matter or problem regarding the use of the Card;
- co-operate with us and the police to recover lost or stolen Cards and to investigate any unauthorised transaction. If you are asked to provide details of an unauthorised transaction that has been reported to the police, you must do so.

4. USING YOUR ACCOUNT

4.1 We will debit or credit from/to your Account the amounts of all Transactions together with all interest, fees and charges which become due under this Agreement.

4.2 Transactions using the Card may be authorised by You or another person You allow to use the Account (or an "Additional Cardholder") using a combination of the Card and/or Security Details or in other ways advised to you by us from time to time, in accordance with the terms of this Agreement.

4.3 Any Transaction occurring in a currency other than sterling will be converted into sterling at the MasterCard Exchange Rate for Transactions on the date the Transaction is posted to the Account. Please refer to the Summary Box for more information.

4.4 You must not:

- exceed the Credit Limit (please note that we can decline Transactions that cause you to do so, but in the event we do authorise such a Transaction, you will have to pay the relevant overlimit fee);
- assume that you can use your Card if you have breached your Agreement;
- use the Card before or after the period for which it is stated to be valid or after any notification given to you or to any Additional Cardholder of its withdrawal, or after this Agreement ends.

4.5 We may restrict your Cash Limit to a percentage of your Credit Limit. If we do, we will notify you of your Cash Limit at that time.

4.6 You cannot stop a Balance Transfer, Purchase or Cash Advance after it has been made.

4.7 Any Special Promotion which we may offer you is valid only for so long as you do not breach the terms of this Agreement (for example, if you fail to make the minimum monthly payment by its due date or if you exceed your Credit Limit). If you do breach the Agreement, we may remove any Special Promotion and the standard variable rates will apply to your Promotional Balance.

4.8 At the end of any promotional/introductory period, any outstanding balances will be subject to the applicable standard variable rate.

4.9 You are not permitted to have a credit balance on the Account and therefore you should not make payments that would place the Account in credit.

4.10 If you instruct us to make any payments to or from the Account and you provide us with incorrect payment details, this may result in a delay in any debits or credits to or from your Account.

5. BALANCE TRANSFERS

5.1 We can refuse a Balance Transfer or limit the amount for any reason (for example for reasons related to fraud or where there are other legal, commercial or regulatory requirements). We will tell you if this happens unless a legal requirement means we cannot. Each transfer must be a minimum of £100 and a maximum of your Credit Limit less £200, unless the transfer is made through our online servicing function where the maximum limit must leave at least 5% of your available Credit Limit. Please ensure you check the maximum limits prior to effecting the transfer.

5.2 We may charge you a fee for each Balance Transfer, as set out in the 'Charges' section of the Agreement. We may send you offers from time to time for which a different fee may apply. We will tell you the fee, and other key terms, before you take up the offer.

5.3 It may take up to 3 weeks to process a Balance Transfer. You should continue to make payments to the other lender(s) (if appropriate) until the Balance Transfer shows as a credit on your Account with the other lender(s).

6. FEES AND CHARGES

6.1 The amounts of our fees and charges and details of when they will be payable can be found in your Summary Box and the Agreement. These fees and charges will be debited to your Account.

6.2 We may at any time increase or decrease any fee or charge payable under this Agreement or introduce a new charge for any service provided under or in connection with this Agreement. If we do this we will give you notice as provided in Clause 8 below.

6.3 If at any time during the Agreement you change your billing address to an address located in the Republic of Ireland you will be liable to pay Government Stamp Duty in accordance with Republic of Ireland Revenue legislation. The charge will appear in your statement if you are affected by this.

7. INTEREST

7.1 The APR and rates of interest payable by you under this Agreement and details of how and when interest will be charged can be found in your Agreement as varied, if applicable, by any notice of variation we have communicated to you.

7.2 All interest payable by you under this Agreement will be debited to your Account.

7.3 The total charge for credit at the 'Total amount payable' section of your Agreement is based on the assumption of a Credit Limit for Purchases of £1,200, debited to the Account in full on the date of the Agreement for a period of one year at the standard rate of interest for Purchases, with the credit being repayable in 12 equal monthly instalments beginning one month after the date of this Agreement. The 'Total amount payable' shown in your Agreement is only illustrative.

7.4 We may charge interest on interest if you do not pay the minimum payment amount shown on your statement. Please refer to your Agreement for further information on the way in which interest may be charged in the event of default.

8. CHANGES

8.1 We may at any time change:

- the Credit Limit;
- the Cash Limit;
- the rates of interest if we have a valid reason for doing so;
- the amount of any charge or fee payable under this Agreement;
- any other term of this Agreement.

8.2 Changes in interest rates, the Credit Limit, or to any of our charges or fees may be personal to you and may be based on a number of factors such as your personal credit risk profile, whether you keep to the terms of this Agreement and the way in which you use the Card and your Account.

8.3 In addition to the changes mentioned at Clause 8.2, we may also make changes to take account of any of the following:

- changes in financial market conditions or banking practice;
- changes to the structure of our group or persons through whom we offer our products and services;
- alterations in the costs of maintaining the Account;
- complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice;
- changes in technology, such as differences resulting from new IT systems, security systems or other processes;
- the introduction of a new service or improvements to the service we already offer you;
- the correction of any genuine mistakes or omissions or to make the terms of this Agreement clearer or more favourable to you; or
- for any other valid economic, business, regulatory or legislative reason.

8.4 Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not want us to increase the Credit Limit, you can ask us not to do so. At any time, you can ask us not to offer you future increases in your Credit Limit and to stop giving you information about increases to your Credit Limit. Before we agree to significantly increase your Credit Limit we will assess your credit profile based on our own records and/or the records about you held by the Credit Reference Agencies.

8.5 We may also change this Agreement by adding new terms or deleting existing terms, or both.

8.6 We will tell you about any changes (including any changes in interest rates and/or your Credit Limit) by:

- advising you in your monthly statements; or
- sending you a separate written notice by post or electronically (including by e-mail, online servicing, SMS messages, or similar).

8.7 Except for changes to your Credit Limit and/or the interest rates, if a change that we make is to your benefit, we can make the change immediately and we will tell you about it within 30 days of the change having taken place.

8.8 Except for changes to your Credit Limit and/or the interest rates, if a change that we make is not to your benefit we will give you at least 30 days' advance notice of the change and if you wish to do so, within 60 days of being told about the change, you can give us notice to close your Account. Please refer to Clause 12.2 for details of how you can do this.

8.9 If we increase your Credit Limit we will give you at least 30 days' advance notice of any increase.

8.10 If we reduce your Credit Limit:

- such reduction shall be with immediate effect where there is a reduction of unutilised credit or any of the circumstances set out in clause 11.2 apply;
- we will give you at least 30 days' notice in all other circumstances. The new Credit Limit will not be lower than the balance outstanding at the time of the notice.

8.11 Except for changes caused by a movement in our base rate (which is used to calculate the interest rate), or at the end of a special, introductory or promotional rate, we will give you at least 30 days' notice of any interest rate changes. If the interest rate change is due to a change in our base rate, then the change will happen immediately. We will only increase the interest rate if we have a valid reason.

8.12 You are entitled to reject any increase in your interest rate or any change to the terms of this Agreement in accordance with clauses 12.2 and 12.3.

9. PAYMENTS TO THE ACCOUNT

9.1 Details of the payments you must make under this Agreement and when those payments must be made can be found at the 'Repayments' and 'Amounts of repayments' sections of your Agreement.

9.2 Please refer to your statement to understand how you can make payments to your Account. When you make a payment, we will apply the money we receive from you to your Account as follows:
Payments we receive will be applied to the different amounts of your outstanding balance in the order of highest interest rate to lowest interest rate. If you have more than one balance at the same interest rate, your payment will be applied against transactions in the order of Cash, Purchases (including Purchases made during the introductory period), Fees and Charges, and Promotional Balances, with the exception of where a Default Charge is yet to incur interest, in which case the Default Charge will be paid off last. If you have more than one Promotional Balance at the same interest rate, your payment will be applied against the balance that ends first. If the payment is greater than your monthly statement balance, we will apply any remaining payment against transactions that have not yet appeared on your statement in the same order as those that have.

9.3 You must pay the minimum payment by the due date shown on your statement.

10. STATEMENTS

10.1 We will choose the date of your first statement. We will provide you with a statement showing all debits and credits to your Account since the date of your last statement. Statements will be sent each month if there have been transactions or other movements posted to your Account on or before the date the statement is created. This may be an online statement, by email or other electronic means where we have your consent to do so.

10.2 You must pay us at least the minimum amount shown as due for payment by the date indicated on the statement. You should check your statements and you must tell us as soon as possible if you think your statement is wrong.

11. RESTRICTIONS ON USE OF THE CARD

11.1 We may without prior notice to you or any Additional Cardholder:

- refuse to allow or authorise payment under any Transaction;
- suspend, restrict or terminate your (or any Additional Cardholder's) right to draw upon credit;
- withdraw the Card;
- refuse to replace the Card;
- reduce any unutilised credit.

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

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

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

11.3 If we suspend, restrict or terminate your use of the Card and your use of the Account, we will tell you. We will also tell you why we have suspended, restricted or terminated your use of the Card and your use of the Account, unless for legal reasons we cannot give you this information. We will give you advance written notice if possible; otherwise, we will give you written notice immediately after any such suspension, restriction or termination.

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

12. ENDING THIS AGREEMENT

12.1 You may end this Agreement at any time by giving us one months' notice and paying us the outstanding balance on your Account in full.

12.2 If we make a change to any term of this Agreement and the change is to your disadvantage you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right you must write to us within 60 days of the date on which we first told you about the change.

12.3 If we make an increase to an interest rate applicable to your Account, you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right you must write to us within 60 days of the date on which we first told you about the increased rate.

12.4 Unless there are exceptional circumstances or unless you are in breach of this Agreement, we can end this Agreement at any time by giving you at least two months' written notice. The Agreement will then terminate at the end of the period of two months beginning with the day after the day on which we give you notice.

12.5 If you breach this Agreement, we will send you a default notice under the Consumer Credit Act 1974.

12.6 When this Agreement ends for any reason you and each Additional Cardholder must repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rate will continue to be charged on the outstanding balance until it is paid in full.

13. THEFT, LOSS OR MISUSE OF CARD

13.1 If the Card is lost or stolen or if you know or suspect that the PIN, Card number or other Card Security Details have been misused or are likely to be misused, then you must notify Post Office Money Credit Cards as soon as you can, using the contact details set out below. You can call us, or you can write to us. If such notification is received orally you may be required to provide further information in writing as part of our investigation. We can also ask you to provide further information to help us look into any unauthorised use of your Card, PIN or Security Details.

13.2 Unless we can show that you acted fraudulently or you authorised the use of your Card by someone else, you will not have to pay anything if the misuse of your Card happened:

- before you received your Card;
- after you notified us of loss, theft or unauthorised use or that the Card details might be known to someone else;
- as a result of the Card details being used by someone else but the Card was not lost or stolen (for example the Card was "cloned" or "skimmed" when you used it in an ATM or Payment Machine); or
- as a result of the Card details being used by someone else to make a payment by telephone, using a mobile device, or online.

13.3 Unless we can establish that you acted fraudulently, or you authorised the use of your Card by someone else, you will be liable for the first £50 of losses which occur during the period of unauthorised use of your Card which starts when your Card is in the possession of an unauthorised person and ends when you notify us of this, or when you or we recover possession of the Card (whichever is first).

13.4 If we can show that you acted fraudulently or that you authorised the use of your Card by someone else, then you may be liable for all losses.

If you need to tell us under clause 13.1 that your Card is lost, stolen or likely to be misused, then you should call or write to us at:

Post Office Money Credit Cards,
PO Box 52746,
London EC4P 4WP
Telephone: 0800 169 2646
or if outside the UK: 0044 117 373 3865

14. RETAILERS

14.1 In some cases a Retailer may need to ask us for authorisation for a particular Transaction. This can happen even if the amount of the Transaction would not cause you to go over your Credit Limit. The granting of any such authorisation has the effect of reducing the funds available to you at that time.

14.2 We will not be liable for the refusal of any Retailer to accept or honour the Card.

14.3 Your Card may be used to make payments in retail outlets with a compatible payment terminal or when you are not in the presence of a Retailer, for example, by telephone or on the internet. The way in which you authorise such payments may vary according to the functionality of your Card and the Retailer facility. The amount of the Transaction must be confirmed with the Retailer at the time of authorisation.

14.4 If you are unable to use a PIN due to a disability or medical condition, please contact us on 0345 607 6500 for an alternative.

15. DISPUTED TRANSACTIONS AND REFUNDS

15.1 If a Retailer gives you a refund in respect of a Transaction which you made using your Card we will credit the Account with the amount of the refund only when we receive the appropriate notification from the Retailer which is acceptable to us. We will charge you interest on the amount of the Transaction until we credit the amount of the refund to your Account.

15.2 If you tell us that a Transaction debited to your Account is not correct, we will ask you for information to help us investigate. If we find that the Transaction is incorrect we will without delay refund the full amount of the Transaction and restore your Account to the position in which it would have been had the incorrect Transaction not taken place. If we do not agree that you are entitled to a refund we will tell you why.

15.3 If we receive evidence from a third party bank that an amount credited to your Account is not correct, we will protect the funds and give you 15 working days' notice before debiting the amount from your Account to be returned to the sender.

15.4 If you authorised a Transaction and at the time you authorised the Transaction you did not agree a specific price, then you can request a refund from us if the amount you are charged for the Transaction is more than you reasonably expected, taking into account your spending patterns and other relevant circumstances. We will ask you for information to help us investigate your request for a refund. If we do not agree that you are entitled to a refund we will tell you why. We will normally tell you whether or not we agree that you are entitled to a refund within 10 working days of receiving your request for a refund or within 10 working days of receiving any information that we ask you for, whichever is the later.

15.5 We do not have to agree a request for a refund under Clause 15.3 if any of the following apply:

- the Retailer with whom the Transaction was made is outside the European Economic Area;
- you do not make your request for a refund within 8 weeks from the date on which the Transaction was charged to your Account;
- the reason that the Transaction is more than you reasonably expected is due to exchange rate fluctuations and you were told about the reference rate which would be used to calculate the exchange rate and this rate was applied to your Transaction;
- you authorised us directly to make the Transaction and you were provided with information about the Transaction at least 4 weeks before the date for payment.

16. ADDITIONAL CARDHOLDERS

16.1 If you ask us to do so, we may issue an additional Card and PIN to any person resident at the same address as the principal cardholder who you nominate as an Additional Cardholder. The terms and conditions of this Agreement apply to the use of any additional Card and PIN. You are responsible for making sure that the Additional Cardholder keeps to the terms of this Agreement.

16.2 All Transactions made by the Additional Cardholder will be charged to your Account and will be treated as having been made by you and all sums arising from such use will be payable by you. This will also apply in the event of a breach of the Agreement and you will have to pay interest, costs and charges under this Agreement in the same way as if you had breached the Agreement.

16.3 We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. We may, and shall on your request, disclose to the Additional Cardholder details of the Account.

16.4 An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

17. GENERAL

17.1 We shall be entitled on giving you notice to set-off, combine or consolidate any sum of money due from you to us in respect of the Account, against or with any sum of money payable by us to you.

17.2 The Card may be used outside of the UK subject to limits and regulations which may be imposed by us or any official body from time to time.

17.3 The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.

17.4 We are not liable if we breach this Agreement due to abnormal and unforeseeable circumstances outside of our control. This may include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures or data processing problems. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. As you have entered into this Agreement with us as a consumer, we are not liable to you for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.

17.5 If, at any time, we delay in exercising our rights under this Agreement or if we do not insist on our strict rights under this Agreement, this does not mean that we have waived our rights and we can exercise them in full on another occasion.

17.6 We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.

17.7 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are ordinarily resident anywhere else.

17.8 All communications with you will be in English. We may communicate with you by email or other electronic means unless you advise us otherwise.

17.9 We may record or monitor phone calls between us and you or any Additional Cardholder so that we can check instructions and to make sure that we are meeting our service standards.

17.10 We may transfer to any other person any or all of our rights under this Agreement or our duties (including our duty to lend to you). You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your Account will be serviced. If after any such transfer, the arrangements for servicing credit do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result. This Agreement is personal to you and you may not transfer any of your rights or duties under this Agreement.

17.11 You must notify us immediately of any change to your address.

17.12 You and any Additional Cardholder must be aged 18 or over and ordinarily reside in the UK.

17.13 The Card can only be used for personal use.

18. WITHDRAWAL

18.1 If we accept your application, you will have a period of time in which to withdraw from the Agreement. Please refer to your Agreement for further details. If you wish to withdraw from this Agreement, you must contact us on 0345 607 6500 or write to us at Post Office Money Credit Cards, PO Box 52746, London EC4P 4WP.

18.2 If you or any Additional Cardholder has used the Card(s), you will be required to repay the amounts outstanding which may include any interest due at the rate, or rates, provided for in the Agreement without delay and in any event no later than the end of the period of 30 days beginning with the day after the day on which you give your notice of withdrawal. If you do not withdraw from the Agreement within the requisite period, you will be bound by the terms of the Agreement which will continue unless terminated in accordance with Clause 12.

18.3 If you fail to repay the sums detailed at Clause 18.2 within the requisite period, this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

19. CARD PROTECTION

Card Protection Plan insurance provided by Card Protection Plan Ltd (CPP) is no longer offered to new customers. Any existing policies will continue to be subject to separate terms & conditions with CPP. CPP arranges direct cover with ACE European Group Limited (ACE). All benefits and terms and conditions are detailed in an insurance policy pack sent on acceptance of your application. More information is available by calling CPP on 0844 848 1517. CPP and ACE are authorised and regulated by the Financial Conduct Authority. English Law will govern your policy. The information you provide will be used by CPP to administer your policy, collect payments when due, to process and settle claims and for marketing purposes. If you do not want your details to be used for marketing, please let CPP know when you take out your cover. CPP and Card Protection Plan are registered trademarks of CPP Group Plc® 2005.

20. PAYMENT/PURCHASE PROTECTION

You acknowledge that the free Purchase Protection Insurance and, where you have taken it out, the optional Payment Protection Insurance is subject to Terms and Conditions. We will debit the Payment and/or Purchase Protection premiums (if any) to the Account on each monthly statement date. Bank of Ireland (UK) plc collects your payment protection insurance premiums and deals with premium refunds as agent of Ageas Insurance Limited. Purchase Protection is underwritten by UK General Insurance Limited registered in England and Wales under number 04506493 on behalf of Ageas Insurance Limited registered in England and Wales under number 354568. Payment Protection is underwritten by Lloyd's Syndicates 5820 and 779. The Lloyd's Managing Agent for Lloyd's Syndicate 5820 and 779 is Jubilee Managing Agency Limited. They are entered in the Register of Lloyd's Managing Agents and registered in England and Wales under number 04434499. The information you provide will be used by these companies to administer your policy and any claims arising there under.

The head and registered offices are:

UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Registered in England and Wales. Company Number 04506493.

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Registered in England and Wales, Company Number 354568.

Jubilee Managing Agency Limited, 47 Mark Lane, London, EC3R 7QQ, United Kingdom. Registered in England and Wales, Company number 04434499.

All companies are authorised and regulated by the Financial Conduct Authority (FCA). From time to time we may decide to change the insurer for payment and/or purchase protection insurance. If this happens we will write to you at least 30 days before your insurance with the current insurer ends to provide details of the new insurer and any other changes affecting your insurance at that time. You authorise us to change the insurer in this way.

21. USE OF YOUR INFORMATION - DATA PROTECTION

21.1 Considering your application

The Card is issued by Bank of Ireland (UK) plc ("Bank", "we" or "us"). Both Bank of Ireland (UK) plc and Post Office Limited are data controllers. To help us decide whether to enter into this and any future agreement with you including consideration of any changes to your Credit Limit, we will search your record at one or more of our Credit Reference Agencies. They will provide us with information, including information from the electoral register. A record of our search will be made and this will be available to other organisations that make similar searches. This may impact on your ability to obtain credit elsewhere for a short period of time. Information held about you by the Credit Reference Agencies may already be linked to records relating to any person with whom you have previously stated there is a financial association ("associated person"). For the purposes of this Agreement/application you may be treated as financially linked to such associated person(s) and your application assessed with reference to any "associated" records.

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

Any information about an associated person which you disclose to us will be recorded by the Credit Reference Agencies. This will link your financial records including other names and addresses used by you and such associated person. In future applications by either or both of you, each of these financial records will be taken into account and this process will continue until one of you successfully files a disassociation at the Credit Reference Agencies.

We may also use information we gain from your performance of any other agreement you have with us or any Bank of Ireland Group company. We may also use a credit scoring system or other automated decision making system.

Any information we hold about you or an associated person may be used for statistical analysis (whether an application is refused or declined).

21.2 Use and disclosure of your information

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

The information we obtain will be shared with and crosschecked by other businesses, including Bank of Ireland Group companies, other lenders, fraud prevention agencies, companies or other bodies which maintain registers of assets and interests in them, any insurers, third parties engaged by us and anyone who introduced you to us. We and other organisations may also access and use this information to manage your Account and to prevent fraud and money laundering, for example:

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

This information will also be shared with Post Office Ltd so that they may carry out statistical research and analysis, compliance and regulatory reporting and administration of the Card. If you want to receive details of those fraud prevention agencies from whom we obtain and with whom we record information about you, please write to us at Post Office Money Credit Cards, Fraud Prevention Unit, PO Box 52746, London EC4P 4WP. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Ageas Insurance Limited is the data controller in respect of personal data held by them which are relevant to the insurance provided. We may make and keep copies of your passport, driving licence or other proof of your identity that you provide.

21.3 Direct Marketing

Post Office Ltd and its trusted partners may contact you from time to time by post, telephone, email or SMS with details of special offers or other products and services which we or third parties offer unless you have told us otherwise. For this purpose, we may make use of an automated decision making programme now and in the future. Post Office Ltd and its trusted partners may also share information about you with any other person or company they select from time to time so that they can use it for similar purposes.

You have a legal right to stop us from contacting you or giving your details to others for direct marketing purposes. Please write to Post Office Money Credit Cards, PO Box 3191, One Temple Quay, Bristol, BS1 9HY if you wish to exercise this right and we will stop doing so within a reasonable amount of time.

21.4 Transfer of your information abroad

From time to time, we may disclose or transfer information about you to previously approved persons or companies who are based outside of the European Economic Area. We will only do so provided such persons or companies agree to give your information at least the same level of protection as we are required to give it in the UK and act solely on our instructions. Such transfer abroad will be for any of the purposes listed in sub-Clause 21.2 above.

21.5 Sensitive Data

You may have provided information relating to a disability. You do not have to give us this information if you do not want to. If you choose to provide details, these will only be used to provide additional assistance where possible.

21.6 Your right to information

You have a legal right to receive a copy of the information about you if you apply in writing to Customer Relations, Post Office Money Credit Cards, PO Box 3191, One Temple Quay, Bristol BS1 9HY. A fee will be payable.

22. ABOUT US

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

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

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

23. COMPLAINTS, NOTICES AND REQUESTS

If you have a complaint, you may contact Customer Services at Freepost, Post Office Money Customer Care Team, PO Box 3191, Bristol, BS1 9HY. Any complaint shall be deemed to have been received by us when it is received at this address. If you cannot settle your complaint with us, you have the right to refer it to the Financial Ombudsman Service, more details on www.financial-ombudsman.org.uk.

If you wish to send any notice or request to us under any statute or otherwise, you may contact Customer Services at Post Office Money Credit Cards, Customer Care Team, PO Box 3191, Bristol, BS1 9HY. Any notice or request shall be deemed to have been received by us when it is received at this address.

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