

**Business**



# **Business Visa Debit Card**

Terms & Conditions



**Bank of  
Ireland  
UK**

# Card Conditions applicable to Bank of Ireland UK Business Visa Debit Card (Combined ATM, Contact & Contactless)

These terms and conditions should be read together with the Guide to Banking for Business Customers.

## Conditions of Use

Any capitalised terms not defined below shall have the meaning given them in the Guide to Banking for Business Customers. In these Conditions of Use reference to:

**“Card”** means a Business Visa Debit Card.

**“Chip”** means an integrated circuit embedded in a Card and includes all property and information stored in the Chip.

**“Reference Exchange Rate”** is the exchange rate used as the basis to calculate currency change.

1. The Card may be used by the cardholder up to the expiry date embossed on the Card and in accordance with these Card Conditions.
2. The person named on the Card or the Digital Banking User is the only person authorised by us to use the Card
3. Where the Card is issued in respect of an Account maintained by two or more Account Holders, these Card Conditions will apply to all Account Holders jointly and to each of them individually. Each Account Holder will remain liable even if, at a future date, the Account is closed or the joint account mandate is cancelled.
4. The Card and the contents of the Chip shall remain

our property. It must be returned at our request and it may be kept by us or any person acting on our behalf or with our authority. If we ask you to do so, you must destroy the Card immediately by cutting it in half vertically through the Chip.

5. These Card Conditions will apply to any Card issued as a substitute, replacement or renewal of the original Card.

## **Protecting the Card and your Account**

6. To help prevent fraud and protect the Account the cardholder must do everything you can to keep the Card and the Security Credentials safe, for example:
  - (a) sign the Card promptly after receiving it, and
  - (b) memorise and keep the PIN and any password relating to the Account secret; never write down or record the PIN or any such password in such a way that another person could recognise and use it; destroy the notification of the PIN promptly after receiving it, and
  - (c) not allow anyone else to use the Card or PIN or password relating to the Account, and
  - (d) if he/she changes the PIN, he/she should choose the new PIN carefully, and
  - (e) not let anyone watch you enter your PIN at an ATM or Card reader, and
  - (f) keep the transaction receipts safe and dispose of them carefully, and
  - (g) never give your Security Credentials to anyone unless you know who they are and why they need them, and
  - (h) not use the Card for any illegal purpose or purchase, and
  - (i) contact us about any suspicious activity regarding the use of the Card, and
  - (j) cooperate with us and the police with any investigation

If the cardholder does not take care of the Card, PIN and any password relating to the Account, the Account Holder may be liable for losses if the Card is used without permission, lost or stolen.

7. The cardholder must not disclose the PIN or any password relating to the Account to any person. However, your Security Credentials may be disclosed to an authorised TPP.

## Lost or Stolen Cards

8. The cardholder must take care not to lose or damage the Card and must not let anyone else have it. If the cardholder loses or parts with the Card, if it is taken from him/her even for a short period, is stolen or used in an unauthorised or irregular manner, or if someone else knows the PIN or any password relating to the Account the cardholder and/or the Account Holder must;
  - (a) telephone us immediately via the Freephone number listed on bankofirelanduk.com;
  - (b) we may ask you to confirm this in writing within 7 days, and
  - (c) take all reasonable steps to help us recover the Card
9. If the Card is lost, mislaid or stolen, likely to be misused or the PIN, or any password relating to the Account, or Card number is disclosed, or if we have reason to believe any of these things may have happened, we may advise the police and give them any information they may need. The cardholder and/or the Account Holder must tell us everything we need to know about the circumstances of the loss, theft, misuse or disclosure and take all steps we feel are necessary to recover the Card. If the cardholder or Account Holder has or gets back the Card after the occurrence of any of these events, the Card must not be used and must be cut in half, through the Chip if applicable, and returned immediately to us. There may be a charge for a replacement Card.
10. If you the cardholder and/or Account Holder acts fraudulently, the Account Holder will be responsible for all losses. If the cardholder and/or Account Holder acts without reasonable care and this causes losses the Account Holder may be liable for them. These conditions will apply if the cardholder

fails to follow the safeguards outlined at Card Conditions 6 and 7.

11. We will be responsible for any unauthorised withdrawals made with the Card if
  - (a) the Card is lost in the post when sent by us to the cardholder, or
  - (b) the Card is used by someone else after the cardholder and/or Account Holder has reported to us that it has been lost or stolen or that the cardholder and/or Account Holder suspects the PIN or any password relating to the Account is known to someone else.
12. We will credit the Account with any amount debited in the circumstances outlined in Card Condition 11 including any related interest and charges. The Account Holder will be responsible for any other losses but liability to us will usually be limited to a maximum of £35 for transactions undertaken between the time the loss, theft or misappropriation of your card was detectable and the time this is reported, providing the cardholder and/or Account Holder has complied with these Card Conditions. However, if the cardholder and/or Account Holder has not protected the PIN or any password relating to the Account, the Account Holder may be liable for all withdrawals or purchases without limit. Please refer to the 'Liability for losses' section of the Guide to Business Banking for details on how and when the Account Holder may be liable for losses following any unauthorised use of the Card.

## **Payment**

13. Subject to Card Condition 11, the Account Holder shall pay us the amount of the transactions and any loss which we suffer as a result of any breach of these Conditions. The Account Holder's liability shall be settled either from monies standing to the credit of the Account or on demand by us.
14. The amount of each transaction will be withdrawn from the Account by electronic transfer. On each Business Day we shall be entitled to withdraw

funds from the Account ahead of all other drawings or debits to make up the total value of the transactions which have been notified to us since the previous Business Day.

15. The debit from the Account for any Card transaction will normally occur within three banking days from the date of the Card transaction. The debit can be delayed if the supplier delays in asking for payment or for any other valid reason.

## Termination

16. If the cardholder and/or Account Holder breaches any of the obligations, or the terms and conditions relating to any other product or service we provide, we may take such steps as are reasonably necessary to restrict use of the Account or to suspend use of or cancel the Card. If we stop the use of the Card we will inform the cardholder and/or Account Holder immediately after doing so and will give our reason for doing so. We will reinstate the Card or provide a replacement as soon as is practicable after the reason for stopping the use of the Card has ceased to exist.

## Changes

17. We may amend, vary or alter these Conditions to comply with a change in the law or regulatory requirements, to ensure our business is carried on prudently, efficiently and competitively or to reflect good banking practice or product development.
18. All proposed changes will be notified to you at least two months (unless you are a Corporate Customer) before they take effect. Such changes will be deemed to be accepted by you unless you advise us to the contrary. You have the right to terminate your Agreement with us, without charge, at any time before such changes take effect.
19. We will notify the cardholder and/or Account Holder of the change by e-mail, statement, notice, letter or any other method in writing that we consider appropriate.

20. The cardholder and/or Account Holder must tell the branch holding the Account of any change to the cardholder and/or Account Holder's name, address or telephone number.

## **21. Making payments to a Retailer**

### **(Visa Debit cards only)**

- 21.1 The Card may be used to make payments in retail outlets with a compatible payment terminal or when the cardholder is not in the presence of a retailer, for example, by telephone or on the internet. The way in which such payments may be authorised may vary according to the functionality of the Card and the retailer facility. The Card may also be used abroad to pay for goods and services at an international point of sale and to withdraw cash at ATMs where the Visa Debit logo is displayed.
- 21.2 When the Card is used for a Card transaction (including a pre-authorisation request by a retailer e.g. in a hotel or car hire company) the Account Holder authorises us to deduct from the Account the amount charged by the retailer or other Visa Debit operator and authorised by the cardholder. The balance in the Account may be reduced by the amount of any payment made by Visa Debit (whether or not we adjust the balance shown on the Account at the same time) and any such reduction will be cancelled only if we are satisfied that the transaction to which the payment relates has been cancelled (in which event the authorisation shall also cease to have effect). Any interest charged to the Account in respect of the amount of a transaction that is subsequently cancelled or refunded will be refunded to the Account.
- 21.3 The cardholder and/or Account Holder cannot cancel a transaction after the Card has been used.
- 21.4 If, for any reason, including but not limited to retailer error, electronic system failure or damage to the Card, authorisation is not

received by us and the retailer refuses to accept the Card, any authorisation already given will cease to have effect.

- 21.5 To protect the cardholder and/or Account Holder against fraud, we sometimes require the retailer to verify that it is the cardholder or another nominated user using the Card on behalf of the Account Holder. If the retailer is unable or fails to do so and refuses to process the transaction, any authorisation already given will cease to have effect.
- 21.6 Any retailer, supplier or ATM acquirer may seek authorisation from us before accepting a payment of any amount by use of the Card and it shall be at our discretion whether to give any such authorisation.
- 21.7 If a retailer refunds a payment amount, we will credit the amount to the Account when we receive confirmation of the refund from the retailer.
- 21.8 We have no obligation to the cardholder and/or the Account Holder and/or the retailer concerning goods or services provided. The cardholder and/or Account Holder should contact the retailer if you have any query or dispute about the goods or service it provides.
- 21.9 We may, at our sole discretion, disclose any information to any third party concerning the cardholder and/or Account Holder, the Account and/or any Card transaction as we deem necessary to comply with our obligations as a member of Visa Europe.
- 21.10 If the cardholder uses the Card to buy goods or services in currencies other than sterling from any retailer, a non-sterling transaction fee will apply. Please see our separate "Schedule of Charges for Business Customers" brochure for details. The actual amount charged will be detailed with the transaction on the Account Holder's bank statement.
- 21.11 If the cardholder uses the Card to withdraw cash in currencies other than sterling from any



ATM (excluding Bank of Ireland ATMs and some other bank ATMs in the Republic of Ireland) a non-sterling cash fee will apply. The machine will give notice that the Account Holder may be charged. Please see our separate "Schedule of Charges for Business Customers". The actual amount charged will be detailed with the transaction on the Account Holder's bank statement.

21.12 If the cardholder uses the Card to withdraw cash in currencies other than sterling from any ATM (excluding Bank of Ireland ATMs and some other bank ATMs in the Republic of Ireland), or to buy goods or services in currencies other than sterling from any retailer, the amount of the transaction will be exchanged into sterling at the Visa exchange rate operating on the date the amount of the transaction is actually applied to the Account. This will be shown on the Account Holder's bank statement and, due to the fluctuating nature of exchange rates, may differ from the Visa exchange rate applicable on the date the transaction was made. Please visit [visa-europe.com/en/cardholders/exchange\\_rates.aspx](https://visa-europe.com/en/cardholders/exchange_rates.aspx) for details of rates.

21.13 If the cardholder uses the Card to withdraw cash in currencies other than sterling from Bank of Ireland ATMs and some other Bank ATMs in the Republic of Ireland, the amount of the transaction will be converted into sterling at the prevailing Reference Exchange Rate operating on the date of withdrawal from the Account. The actual rate used will be detailed with the transaction on the Account Holder's bank statement.

## Miscellaneous

22. We will not be liable for any delay in performing any of our obligations in respect of the use of the Card where such delay or failure arises because of civil disturbance, industrial dispute or any circumstances beyond our reasonable control.

23. Nothing in these Conditions entitles the cardholder and/or Account Holder to use the Card to create an unauthorised overdraft on the Account.

## **Accounts with Multiple Cards**

24. Where a Customer has asked us to provide more than one Card on an Account to one or more additional cardholders and we have agreed to do so, there will be certain restrictions on the use of those Cards for online transactions. Those restrictions are as follows:

- (i) Typically there can only be one Digital Banking User for each Account; and
- (ii) Where an additional cardholder carries out an online transaction and it is an online transaction where we require Security Credentials, the Digital Banking User (and not the additional cardholder) will be required to provide their Security Credentials to complete the transaction.

25. Any transaction completed in line with Clause 24 will be deemed authorised by the Customer.

26. On request, we may (but are not obliged to) issue an additional Card to a person nominated by the Customer. That nominated person will be able to use a Card subject to any rules (and any restrictions) set out in these terms and conditions.

26.1 In certain circumstances, the Card may be issued with limited functionality. We will tell you in advance if you have such a Card or where you already have a Card, we will write to you to explain any restrictions that will apply to the use of that Card in the future.



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