



## Avant Money Terms and Conditions

### 1 Financial and related details

1a We will choose your credit limit and tell you what it is. We may reduce it at any time and write to let you know in line with this agreement. We may, if you ask, increase your credit limit. We will only provide credit once you have given us satisfactory documents and information to meet any requirements that we tell you about during the application process.

1b We will choose your first statement date. We will then produce your statements about one month apart. If you ask, we may change the statement date.

1c The minimum payment you must pay by the due date shown on your statement each month, including any amount you owe for payment protection cover, will be an amount worked out as follows.

- If your statement balance is €25 or less, it will be the total amount of the balance shown.
  - If your statement balance is more than €25, your minimum payment will be the higher of:
    - €25; or
    - 1% of your statement balance before any *default charges, processing fees, Mastercard foreign-currency fees and interest* (to which we'll then add an amount equal to the *default charges, processing fees, Mastercard foreign-currency fees and interest*).
- Your minimum payment will not be more than the balance shown on your statement.

1d The total payment due will be shown on your monthly statement. It will include the minimum payment you must make and may include any amounts due to us under paragraph 13f. If you owe us any amount under paragraph 13f and you make a payment, we will treat you as having made a payment under paragraph 13f, but that payment will always be used or allocated in line with paragraph 13c. Refunds and credits will not count towards your minimum payment unless they pay off your balance in full.

#### Clause 1e (applicable to Avant Money credit card accounts opened on or after 30/05/2017):

Standard variable interest rates for the following transactions are as follows. These will also apply after the end of any promotional period (or periods) set out in paragraph 1h.

- *Card purchases*: We will charge interest at the standard interest rate of «BRate»% per annum variable.
- *Balance transfers*: We will charge interest at the standard interest rate of «BRate»% per annum variable.
- *Money transfers*: We will charge interest at the standard interest rate of «BRate»% per annum variable.
- *Cash transactions*: We will charge interest at the standard interest rate of «BRate»% per annum variable

#### Clause 1e (applicable to Avant Money credit card accounts opened before 30/05/2017):

We will write to you to tell you the standard variable interest rate for each type of transaction that applies to your account. Please keep that information with this agreement, as the standard variable interest rates you are told should be read with this agreement. We will show you the interest rates that apply to your balance, and the amount you owe us, on your monthly statement.

1f Except for any *promotional-offer interest rates* interest rates, we may change our interest rates and change how we charge interest. The standard variable interest rates referred to in paragraph 1e will apply until we make a change to the standard variable interest rates or apply new standard variable interest rates under paragraph 14.

If we plan to increase any interest rate, we will give you at least two months' notice in line with paragraph 14. If we reduce any interest rate, we will tell you before that change comes into effect. Whenever we use the expression 'variable' in relation to an interest rate in any documents relating to your account, we are referring to the fact that we can change interest rates on your account in line with this agreement. We do not mean that your interest rates will be changed in line with base-rate changes or other market developments. However, we may take these factors into account when reviewing our interest rates. We may also change our handling fees and any other charge or introduce any charge or fee in line with paragraph 14. All fees and charges in relation to your card and account are as shown in this agreement, on your statement and on the schedule of fees and charges, or at [www.avantmoney.ie](http://www.avantmoney.ie)

1g We will charge handling fees on *cash transactions*. The handling fees which apply to your account will be shown on the schedule of fees and charges (the details of which you should read together with this agreement). These will apply until we make a change to these handling fees or apply new handling fees under paragraph 14.

1h As part of the ongoing servicing of your account, we may from time to time make promotional offers available. We will tell you about any promotional offers and the terms and *promotional-offer interest rates* and handling fees that apply at the time.

If a *promotional breach* occurs as part of this agreement, the promotional-offer interest rates will no longer apply to all balances which have the *promotional-offer interest rates* from the beginning of the *statement period* following the *promotional breach*.

The standard variable interest rate which applies as set out in paragraph 1e will then apply. We do not have to remind you that the period of any *promotional offer* interest rate is about to end or has ended or has otherwise terminated.

If, under paragraph 14, we apply new standard variable interest rates alongside those already on your account (for example, new interest rates on future transactions only), after a *promotional offer* has been applied to your account but before that *promotional offer* ends, the

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Avantcard DAC is a designated activity company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim

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standard variable interest rates that will apply to any promotional-rate balances left when that *promotional offer* ends will be the standard variable interest rates as set out in paragraph 1e.

1i We will automatically add the Government stamp duty on cards to your account and the interest rate for *card purchases* will apply.

1j If any amount is debited from your account that is not otherwise covered by this agreement, we will treat it as a *card purchase*.

## **2 How we work out your interest**

2a We will charge interest on all transactions, handling fees, and on interest you already owe, at the rate which applies to the relevant transaction. We will always charge interest on any *default charges* at the same rate as the standard variable interest rate which applies to *card purchases* as referred to in paragraph 1e.

2b Except as set out in paragraph 2c, we will charge interest on all transactions, handling fees, *default charges* and interest starting on the date that they are posted or applied to your account and ending on the date that you pay the total account balance in full. We work out interest each day (both before and after any judgment) so the earlier you make the payment, the less interest you will have to pay.

2c We will not charge interest on the *card purchases* shown on your current statement in line with paragraph 2b, if you pay off the total account balance shown on that current statement by the payment due date shown on that statement. This applies as long as you have also paid off the total account balance shown on the previous month's statement by the payment due date shown on that statement. You will be charged interest on *cash transactions* even if you pay the total account balance in full each month.

2d Interest will be charged on all amounts that are debited to your account unless we say otherwise in this agreement. If the interest rate which applies for any amount charged to your account is not otherwise shown in this agreement or we have not told you about it, the standard variable interest rate that applies to *card purchases* as referred to in paragraph 1e will apply to that amount.

## **3 Charges**

3a Charges may apply if you ask us to provide any documents. If you ask us to accept payment from you other than by direct debit, debit card, credit transfer or standing order, you may have to pay our *processing fees*. We may also charge *account-management fees* for administering your account. We will tell you about these at the time. The *account-management fees* or *processing fees* which apply to your account will be shown on your statement (the details of which you should read with this agreement).

3b If you break this agreement, we may charge the *default charges* shown below and the *default charges* which apply to your account will be shown on your monthly statement.

- Late fee – each time your minimum payment has not reached your account in cleared funds by the date that payment is due.
- Returned-payment fee – each time a direct debit, cheque or payment to your account is returned unpaid.
- Over-limit fee – charged and applied once on any monthly statement if you are over your credit limit at any time during that *statement period*.
- Any other reasonable out-of-pocket fees, legal or other costs arising as a result of you breaking this agreement.

We will add these *default charges* direct to your account. We may change these *default charges* and let you know in line with paragraph 14. Please see the schedule of fees and charges for details on these fees. This schedule of fees and charges is also available on [www.avantmoney.ie](http://www.avantmoney.ie) or you can ask us for a copy.

3c We may charge *processing fees* for account payment services and will tell you about these charges in line with paragraph 14. Unless we say otherwise, we will not charge interest on *processing fees*. Payment services include processing payments made to your account. You can find details on your monthly statement and on [www.avantmoney.ie](http://www.avantmoney.ie).

## **4 Additional cardholders**

4a You may choose up to three *additional cardholders* and, if you do, we may send each of them a card and provide (either by post or other means) a *PIN* for each of them to use. You must make sure that any *additional cardholder* keeps to the conditions of this agreement. You will be responsible for all debt created by any *additional cardholder* as if their card had been issued to and used by you. We may release any information relating to your account to any *additional cardholder*. We may restrict what we may allow any *additional cardholder* to do under the account and insist that only you may authorise certain actions (for example, changing your address details). You or an *additional cardholder* may, at any time, ask to have that *additional cardholder* removed from your account.

4b You or the relevant *additional cardholder* may cancel their card. For you to cancel the *additional cardholder's* card, you need to tell us by phone, or by post to the address set out in paragraph 10a.

## **5 Phone calls**

We may monitor or record phone calls.

## **6 Keeping your account secure**

6a You must sign your card, and make sure that each *additional cardholder* signs their card as soon as they receive it. You must always make sure that you, and any *additional cardholder*:

- do not allow anyone else to use the card, card number, *PIN*, or tell another person the *PIN*;
- keep the account details secure (for example, you must destroy the notice of the *PIN* promptly after receiving it if we have sent the *PIN* by post, and never write the *PIN* down or record it in any electronic form);
- only release the card number and security details on your account to make (or try to make) a transaction;
- take reasonable care of the card so that it is not lost or stolen;
- ask for a new card from us if your old one is bent or damaged in any way, as it may not be accepted for transactions;
- only use the card, card number and *PIN* in line with this agreement;
- keep your online banking log-in details secure and do not tell another person the details when you have registered to use our online card services facility; and
- if you register or use a Mastercard SecureCode password, do not reveal this to anybody.

6b You must take all reasonable care to keep your card safe and prevent the *PIN* and Mastercard SecureCode password or other security features becoming known to any other person (unless this is to an appropriately authorised account information service provider as described in 6c). We consider lack of reasonable care to include but not be limited to circumstances where:

- the credit card is lost or stolen and the *PIN*, Mastercard SecureCode password or other security features became known or available to someone else who then has access to your card (for example, someone who finds it or a thief);
- someone has your card with your permission and uses it or gives it to someone else;
- you intentionally, fraudulently or with gross negligence fail to keep to the safekeeping requirements of your card, *PIN* or other security device or procedure; or
- any card is used by any other person outside the terms of this agreement who has it with your permission.

6c Despite the general requirements in paragraph 6b, you may provide your *PIN* and Mastercard SecureCode password or other security features needed to access our online services to an appropriately authorised account information service provider through a secure channel. They may then access our online card services on your behalf.

## 7 Using your account

7a If you want to make a payment from your account, you must provide us with the following details about the person or organisation you are paying.

- In the case of a payment to another credit-card account – the name of the issuer and the credit-card account number (we may, depending on how you make the payment, ask for a contact phone number and extra security information).
- In the case of a payment to another bank account – the relevant *IBAN* and *BIC* (we may, depending on how you make the payment, ask for a contact phone number and extra security information).

If we process a payment for you in line with that information, but that information is incorrect, we will not be legally responsible to you. However, we will make reasonable efforts to recover the amount involved (we may charge you for this and, if we do, the charge will be appropriate and in line with the actual cost to us of making those reasonable efforts to recover the amount involved). If you instruct us to process a payment and we process that payment in a faulty way, or do not process it correctly (if we have to process it under this agreement) unless we can prove that the amount was transferred to the intended *payment service provider* (PSP), we will, without undue delay, refund the amount to you and restore your account to the state that it would have been in if the transaction had not taken place. No matter whether we are legally responsible, if you ask, we will make efforts to trace the transaction and let you know the outcome. If you ask us to process a direct debit into your account, we are responsible for correctly sending that order to the corresponding PSP. We will credit the amount to your account as soon as we receive it.

7b If you want to make a *cash transaction* or a *card purchase*, by using your card (with or without your *PIN*) you are giving your permission to that *cash transaction* or *card purchase*. If you want to make a payment from your account, if you give us the details as referred to in paragraph 7a, you are giving us permission to process that payment. You cannot stop or withdraw your permission for:

- a *cash transaction*, a *card purchase*, *balance transfer* or *money transfer* after it has been made (and any handling fees which apply cannot be refunded); or
- a payment a person or organisation has set up from your account after you give the order to make the withdrawal (or your permission) to that person or organisation. You can withdraw your permission to a direct debit being taken from your account until the end of the *business day* before the payment is due to be taken from your account by contacting the person or organisation it is going to (in a way agreed between you and them). If you want to withdraw your permission after that time, you will need to ask both us and the person or organisation you are paying to agree to this.

7c If you want to transfer money from your account, we will be considered as having received your order to transfer that money at the time that you give that order to us. If we receive an order on a *business day* after 2.30PM, we will consider it as having been received on the next business day and we will credit that amount to the PSP of the person or organisation the payment is being made to within one *business day*. If a payment is to be taken from your account by direct debit, we will be considered to have received an order to make that payment when the person or organisation the payment is going to gives the order to us.

7d You must not use the card, card number or *PIN*:

- for any purpose that breaks any laws which apply;
- after your account is closed or this agreement ends;
- after the expiry date shown on your card;
- in a way that would mean your balance goes over your credit limit; or
- after we have told you that you cannot make new transactions.

7e When you try to use your card for a transaction with another person or organisation, they may ask us for authorisation before accepting payment or allowing you to use your card. We may be unable to authorise any transaction if the relevant phone or computer link is busy. If you try to use your card and you cannot do so, you may phone us and we will tell you if we have refused to authorise that transaction. We will be able to tell you on the phone, within one *business day*, if we have refused to authorise the transaction. You should contact us within this timeframe. If we have refused to authorise the transaction in question, if possible, we will give you the reasons for that refusal and tell you how you can sort out any problem that may have led to our refusal.

Even if your balance is under your credit limit, we may refuse to authorise a single transaction or all future transactions falling within a single category. Reasons for this may include, but are not limited to, the following.

- If the amount, if we authorised it, might result in your balance going over your credit limit (in deciding this, we will take into account the value of your transactions, interest, handling fees, any *account-management fees*, *processing fees*, *default charges* and any other charges and fees, as well as authorised transactions, we have not yet added to your account and any payments you have made to your account which have not yet cleared).
- If your card has been reported as lost or stolen or used fraudulently or we have reason to think that it may have been lost or stolen or used fraudulently.
- If we reasonably believe that we need to do so to keep to the rules of the payment system under which we issue your card or to keep to any law or as a matter of good practice, for example by acting to prevent excessive debt.
- If we reasonably suspect that the transaction is unauthorised or fraudulent or that your account is being used fraudulently.
- If your account is closed.
- If, after we have told you that we are going to reduce your credit limit under paragraph 1a, you try to make a transaction for an amount that, if authorised, would result in your balance going over that new reduced credit limit.
- If you break the terms of this agreement.

If our refusal is reasonably justified, and if there is any cost involved for us when you phone us and we tell you that we have refused to authorise the transaction in question, we may charge you for that. If we do, the charge will be appropriate and in line with that actual cost to us.

7f We will not be legally responsible to you if your card is not accepted when you try to use it for a transaction. Also, we are not responsible for any goods or services which you buy from anyone using your card.

7g We may renew your card or that of an *additional cardholder*, when it expires (ends). To help us decide whether or not to do so, we may consider your financial circumstances and the way that your account has been managed or used. We will make sure that we keep to the law and let you know if we decide not to renew your card. If you ask, we may also replace a damaged card, change the card or account number, or change the *PIN*. (We may consider your financial circumstances and the way that your account has been managed or used before deciding to do so.)

7h Under this agreement we may issue a different type of card from the one you have applied for, or replace any existing card with a different type of card (including under a different payment system), if:

- you ask for (or are eligible for) a different type of card;
- you are not eligible for the type of card you have applied for, or which we have issued;
- the card design or functionality has changed or is not available;
- our arrangements with the organisation that backs your card (if this applies) have ended or are about to end, or have changed or are about to change (for example, if that organisation's name or branding has changed); or
- there are any changes to the payment system under which we issue your card or changes to your arrangements with that payment system.

7i Cards issued under your account are our property.

7j In this paragraph 7j, a direct debit means a payment from your account of an amount which you and the person or organisation the payment is to have agreed can be taken from your account. If a direct debit is set up from your account, and the order to take that amount is correctly given to us by or on behalf of the relevant person or organisation, we are legally responsible for refunding you if we process that payment in a faulty way, or do not process it correctly (if we have to process it under this agreement). If you have given another person or organisation an authorisation to take an amount from your account (for example, by direct debit) you may be entitled to a refund if:

- the authorisation for the payment did not specify the exact amount of the payment when you made it; and
- the amount of the payment is more than the amount that you reasonably could have expected, taking into account this agreement, your spending pattern and any other relevant circumstances.

If you make a claim to us for this, you must do so within eight weeks of the payment being taken from your account and we will, within 10 business days, either refund the amount of the payment to you or justify our refusal to do so. You agree that you cannot claim a refund if:

- you have given us your permission for the payment; and
- information on the payment was provided or made available to you (from us or from the other person or organisation) at least four weeks before the due date for the payment.

#### 8 Your balance

8a We will add transactions to your account after any relevant payment system under which we have issued your card lets us know about them. We will add interest to your account on the statement date. We will add the following to your account as soon as they arise. Handling fees, any *account-management fees*, *default charges*, other charges, any other transactions that do not pass through any payment system and other items to be debited from your account that are not set out in this paragraph 8a.

8b If you make a transaction in a currency other than euro, we will change the amount into euro using an exchange rate based on the *reference exchange rate*. Exchange rates change daily and we do not need to tell you about a change as long as the change is based on one of the *reference exchange rates*. We will add our commission charge to your account. We will charge commission at a percentage of the value of each foreign-currency transaction. This percentage will be shown on your schedule of fees and charges. The exchange rate shown on the statement will include this commission. Before travelling abroad, please call the number shown at the top of these terms and conditions for important information on using your credit card worldwide as certain countries may restrict usage. If you authorise a *cash transaction* in a currency other than euro, we will calculate the cash-transaction handling fee on the amount of the *cash transaction* and the foreign-currency fee.

8c You must not have a credit balance on your account. We may repay the amount of any credit balance on your account. We will make any repayment using an electronic method. If you ask for payment by any other method, we may charge you a fee which we will tell you about in line with paragraph 14. If you frequently build up a credit balance, we may close your account and end this agreement in line with paragraph 16. We do not pay interest on any credit balance.

#### 9 Statements

##### Clause 9 (applicable to Avant Money credit card accounts opened on or after 30/05/2017):

9a We will give you information on individual payment transactions using our online services. You may ask us to make available to you an electronic statement showing the payments you have made to us and all amounts we have charged to your account since your last statement was produced, unless you have chosen to receive paper statements. If you have, we will send you paper statements. We will do this every month, unless there have been no transactions during that period and you do not owe anything. We will make your statement available for viewing in a suitable electronic format within a secure online card-servicing address we set up for you.

9b You must check your statements. If a statement is not available to view online as explained in paragraph 9a, or any item in a statement, or anything about your statement generally, seems wrong (in other words, if you believe a payment was unauthorised or a transaction was not processed correctly), you must let us know without delay and, in any event, within 13 months of the date of the transaction that you believe to be unauthorised or incorrectly processed. If you do not let us know within that period, even if the transaction was unauthorised or incorrectly processed, you will not be entitled to receive a refund from us. If you do let us know within that timeframe, we will investigate your claim promptly. If the transaction was unauthorised or incorrectly processed, we will refund the amount of the transaction and, if it applies, restore your account to the state that it would have been in if the unauthorised or incorrectly processed transaction had never taken place.

##### Clause 9 (applicable to Avant Money credit card accounts opened before 30/05/2017):

9a We will give you information on individual payment transactions using our online services. We will issue a statement showing the payments you have made to us and all amounts we have charged to your account since your last statement was produced. We will do this every month, unless there have been no transactions during that period and you do not owe anything. You can ask us to send statements to you by post, usually within five business days of the statement date, or make them available for viewing in a suitable electronic format within a secure online card-servicing address we set up for you.

9b You must check your statements. If you do not receive a statement by post, a statement is not available to view online as explained in paragraph 9a, or any item in a statement, or anything about your statement generally, seems wrong (in other words if you believe a payment was unauthorised or a transaction was not processed correctly), you must let us know as without delay and, in any event, within 13 months of the date of the transaction that you believe to be unauthorised or incorrectly processed. If you do not let us know within that period, even if the transaction was unauthorised or incorrectly processed, you will not be entitled to receive any refund or compensation from us. If you do let us know within that timeframe, we will investigate your claim promptly. If the transaction was unauthorised or incorrectly processed, we will refund the amount of the transaction, and, if it applies, restore your account to the state that it would have been in if the unauthorised or incorrectly processed transaction had never taken place.

9c You will need to register for online card services and log in to your secure online card-servicing account to view your statements. We may, from time to time, send you an email to your last-known email address to remind you that your latest statement is available on your secure online card-servicing account. However, we will not have any duty to remind you that your statement is available. You must remember to view your statement and make your payment each month. We will not be legally responsible if you fail to check your statement or fail to make the necessary payment (whether or not we have sent you a reminder [for example, if you miss the payment due date shown on a statement and have to pay any default charges as a result]).

9c If you are signed up to eStatements, we may from time to time send you an email to your last-known email address to remind you that your latest statement is available for you to view within your secure online card-servicing account. However, we will not have any duty to remind you that your statement is available for you to view. You must remember to view your statement and make your payment each month. We will not be liable if you fail to check your statement or fail to make the necessary payment (whether or not we have sent you a reminder [for example, if you miss the payment due date shown on a statement and have to pay any *default charges* as a result]).

#### **10 Loss, theft or misuse**

10a If your card (or that of any *additional cardholder*) is lost or stolen or someone else finds out your (or any *additional cardholder's*) *PIN*, or if you think your card, card number or *PIN* (or those of any *additional cardholder*) may be misused or misappropriated (stolen or used without permission), you must:

- stop using your card, card number and *PIN* immediately (and tell any *additional cardholder* to do the same);
- call us immediately on Freephone 1800 286 262 (we have a 24-hour service); and
- if we ask, write to us within seven days to confirm the loss, theft or possible misuse or misappropriation. The address is Avant Money, PO Box 25, Carrick-on-Shannon, County Leitrim.

10b If you find your card (or any *additional cardholder's* card) after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.

10c If you report any loss or misuse without delay as outlined above, you will not be legally responsible for any losses arising from the card, card number or *PIN* being used by another person who did not have your permission to use it. However:

- if you, or your *additional cardholder*, agreed to that person having your card, card number or *PIN*, you will be legally responsible for any use that takes place before you tell us in line with paragraph 10a; or
- if you, or your *additional cardholder*, have acted fraudulently, dishonestly or without reasonable care, as far as we are allowed by law, we will treat you as legally responsible for misuse of the card, card number or *PIN*.

10d If there is loss, theft or misuse, if we ask, you must make sure that you, or your *additional cardholder*, report the matter to the Gardaí and give us all the information we need to help us investigate and recover our property.

10e We may tell law-enforcement agencies any information which we reasonably believe may be relevant.

10f If you suffer a loss as a result of an unauthorised transaction because you acted fraudulently or intentionally did not keep to your responsibilities under this agreement, or due to you acting with gross negligence, you will be legally responsible for all these losses.

10g If we believe that there is a risk of suspected or actual fraud or security threats, we will phone you. If we cannot contact you by phone, we will send a text message to you asking you to contact us.

#### **11 Personal information**

We will only use your personal information in line with our obligations under the data protection acts. For more information on your rights under the data protection acts, see our privacy policy at [www.avantmoney.ie/privacy-notice](http://www.avantmoney.ie/privacy-notice) and [www.avantmoney.ie/cookies-policy](http://www.avantmoney.ie/cookies-policy) and the Data Protection Commissioner's website at [www.dataprotection.ie](http://www.dataprotection.ie).

#### **12 Optional payment protection cover**

12a If you cancel this agreement, we will cancel any payment protection cover you have taken through us for this agreement.

12b If you ask us to arrange insurance on your behalf, we will treat this as your authority to manage any insurance policy for you (including taking the premium from your account as soon as it is due), cancelling any policy for you and entering into a new policy with the same or a different insurer or offering the same policy with a different insurer if we consider this to be in your best interests. Before we do this, we will tell you the terms offered for another policy period by your current insurer, or if your current insurer no longer offers the policy, the terms of a policy offered by another insurer. Unless you tell us otherwise, the authority outlined in this paragraph 12b represents your request for us to transfer you to a new policy in these circumstances. You can withdraw this request at any time by writing to Avant Money, PO Box 25, Carrick-on-Shannon, County Leitrim.

12c If you take out any insurance product through us (including payment protection cover) and the premiums are taken from your account, we will treat each premium as a *card purchase*.

#### **13 Paying your balance**

13a Depending on what we say in paragraph 10c, you must pay us the amount of all the transactions on your account, interest and other fees and charges, even if:

- your balance goes over your credit limit;
- any card, card number or *PIN* issued under this agreement is used in a way that is not allowed under this agreement;
- you or an *additional cardholder* have not signed the sales voucher, or the details on the sales voucher are wrong, if it is clear that you (or an *additional cardholder*) have authorised the transaction; or
- there is a delay in making statements available to you.

13b As long as your payments are not returned for any reason (for example if you have incorrectly quoted the account number to which the payment relates), we will apply the amount of your payments to your account when they have cleared. (For the purposes of this paragraph, cleared payment means when we have received both your payment and all the payment details needed to apply the payment to your account.) We will credit payments we receive before 4pm on a *business day* to your account the same day. We will credit payments we receive after 4pm on a *business day* to your account on the next *business day*. Details of how you can make your payments and how long you should allow for your payments to reach your account are on your monthly statement or online. The timescales given on your statement are estimates and cannot be guaranteed. If we investigate your payment (which we have to do to keep to laws dealing with fraud and money laundering, for example if you make a large payment), this will delay your payment being added to your account. If you pay by cheque or direct debit, we will assume enough funds are available, so will credit your account with the relevant amount and will allocate that payment to reduce balances in line with paragraph 13c. If that cheque or direct debit is then returned unpaid, we will take

an amount from your account with the equivalent amount and use it in line with the original payments. *Default charges* may apply in line with paragraph 3b.

**13c** If any payment made to your account is not enough to pay off the whole balance in full on the date that payment is applied to your account, we will put it towards paying off the different parts of the balance shown on your statement that are charged at higher interest rates before those that are charged at lower interest rates. We will then use the rest, if any, to pay off the different parts of the whole balance added to your account and not yet shown on your statement that are charged at higher interest rates before those that are charged at lower interest rates. If we allocate a payment for items that have not appeared on a statement, we will allocate it to pay off all fees and charges applied to the account up to the date of the payment before any transactions applied to the account. Paragraph 13d describes how your payment will be allocated or used if interest is charged at the same rate on different parts of that total balance.

13d Depending on how we allocate or use payments under paragraph 13c, if interest is charged at the same rate on different parts of the balance on your account (for example, two types of transaction which the same rate of interest applies to), or if after having applied your payment as set out in paragraph 13c there is still a balance on your account, we will use your payment in the following order – *balance transfers, cash transactions, money transfers, and card purchases*.

13e Unless you have a legal right to do so, you must not hold back a payment or refuse to pay anything you owe us because of a dispute between you (or your *additional cardholder*) and another person, including us.

13f You must pay us immediately:

- any amount by which your balance goes over your credit limit;
- the value of any transaction you have made which breaks this agreement; and
- the amount of any missed payments under this agreement.

13g You, or your legal representatives, must immediately pay your whole balance (including all interest, charges and fees due) and we may refuse to authorise further transactions if:

- this agreement ends;
- you fail to make a payment in full when it is due;
- you break an important part of this agreement or repeatedly break this agreement and fail to sort the matter out;
- a bankruptcy order is made against you, or you make a voluntary arrangement with your creditors; or
- you die.

13h If we demand any payment under paragraph 13g, we will let you or your legal representatives know why.

13i You must make all payments to us in euro.

13j As we process payments automatically, we may accept payments marked as ‘payment in full and final settlement’, or other similar language, without losing our right to claim full payment.

#### **14 Altering this agreement**

14a We may introduce new terms or change any of the terms of this agreement. We will tell you (for example, by phoning you, writing to you or by statement message or by advertisement in at least two national daily newspapers) at least two months before these changes.

14b If, under paragraph 14a, we are increasing any of your interest rates, or fees and charges (such as any *account-management fees, processing fees, handling fees, default charges* and any other charges or fees) or introducing new higher standard variable interest rates, fees or charges alongside those already on your account (for example, new interest rates on future transactions only), we will always tell you at least two months beforehand.

14c If the change in this agreement is a change in exchange rate based on a *reference exchange rate*, we will make the change without telling you.

14d If you continue to use your card or account after the two months have ended, or if you do not let us know within the two-month period that you do not accept the change or introduction, we will consider you to have accepted the change or introduction. However, if you tell us within the two-month period that you do not accept the change or introduction, you can end this agreement immediately, free of charge, before the end of that two-month period.

#### **15 Stopping the card**

15a We will stop the card, card number and *PIN* if you call us to tell us that they have been lost or stolen or possibly misused or misappropriated. You must not use the card, card number or *PIN* after we have stopped them, while they are suspended, or if we restrict them.

15b If we have a valid reason (which we will tell you about unless we are not allowed to by law or for security reasons), we may at any time stop, suspend or restrict the use of any card, card number or *PIN*. These reasons may include if we:

- suspect that the card has been lost or stolen or have other reasonably justified reasons for doing so relating to the security of the card, card number or *PIN*, if we suspect this, we may stop the card and refuse to authorise any transaction until you ring us to confirm whether or not it has been lost or stolen;
- suspect that the card, card number or *PIN* has been used in an unauthorised or fraudulent way;
- believe that there is an increased risk that you will not be able to pay the amounts you are due to pay us under this agreement;
- need to protect our credit standing, soundness and stability or because of changes to our business strategy.

15c If we stop or suspend a card, we may keep the card or (if we ask) you must cut it up and return it to us as soon as you can.

#### **16 Ending this agreement**

16a The agreement has no minimum length. We may end this agreement by giving you two months’ written notice.

16b If we end this agreement, you must destroy all cards and make other arrangements with any person or organisation you pay any subscriptions and regular payments to from your account. You must cancel them directly with that person or organisation and, if we ask, you must also return any cards to us.

16c You may close your account and end this agreement at any time by paying your whole balance in full, contacting us and cutting up all cards and cancelling all subscriptions and regular payments paid from your account. If you end this agreement after the first six months, there will be no other charges (other than any government tax that is charged directly or indirectly). If you end this agreement within the first six months, we can charge you for this and, if we do, the charge will be appropriate and in line with the actual cost to us of ending this

agreement.

16d After we close your account, or after this agreement has ended, you will still be personally responsible for paying all amounts that are or become due to us, for example, any interest which is left owing, or any transactions that have not shown on your account at the time we close it (for example, Government Tax) or any subscriptions or regular payments that you have not stopped. We can add interest, fees and charges on these amounts in line with this agreement, which will be treated as continuing for that purpose, until the balance is paid in full.

#### **17 Changing your name or address**

17a If you change your name (or if any *additional cardholder* changes their name), or if you change your address, or any other contact details, you must let us know as soon as you can. If you don't tell us about any change, we will not be legally responsible for any loss that you suffer as a result of us not being able to contact you about your account.

#### **18 General**

18a When you, or your *additional cardholders*, first use your account or activate your credit card, you are indicating that you accept and agree to keep to the terms of this agreement.

18b You must send any written notice to us at the address shown in paragraph 10. We will send any written notice or demand to you at your last-known address. We will always treat you as having received the notice or demand at that address. Our communications with one another under this agreement will be by phone, in writing or, by statement message, by text message or by email, or any other communication that we may introduce in the future as appropriate.

18c We may transfer our rights, duties or obligations under this agreement or arrange for any other person to carry out our rights, duties or obligations under this agreement. If we do this, it will not reduce your rights or increase your responsibilities unless you agree otherwise. You may not transfer any of your rights, duties or obligations under this agreement.

18d We will not be legally responsible to you for any losses or costs caused by us keeping to any new regulatory or legislative requirement or for the following.

- Anything outside our reasonable control (for example, industrial action or failure of computer systems or the payment system under which we issue your card), including natural disasters or uncontrollable natural events, if this prevents us from providing our usual service. Any responsibility that we do have in these circumstances will be limited to direct losses which have been caused by technical breakdown, or systems malfunction at places where we have authorised use of the card, and will be no more than the amount of the relevant transaction plus interest and any relevant handling fees and *default charges*. We may use our own records to show that we accurately recorded any disputed transaction and it was not affected by the relevant breakdown or malfunction.
- Any person, supplier, merchant or organisation refusing to accept or honour (or any delays in accepting or honouring) any card, card number, *PIN*, *balance transfer* or *money transfer*.
- Any cash dispenser failing to issue cash.

We will not be legally responsible for the way in which you are told about any refusal or delay.

18e We can delay or decide not to enforce any or all of our rights under this agreement either in whole or in part without losing them.

18f If we cannot enforce any paragraph, condition or part of a paragraph under this agreement, it will not affect any of the other paragraphs or conditions (or part of a paragraph or condition) in this agreement.

18g This agreement is governed by the laws of Ireland. All notices and information to be given under this agreement will be in English. Any dispute will be exclusively dealt with by the Irish courts without affecting your right to refer a matter to the Financial Services and Pensions Ombudsman (please see the Complaints section below).

18h For the purposes of this agreement, the English language will apply.

18i We will always try to avoid any conflict of interest when providing services to you. If an unavoidable conflict does arise, we will contact you to outline the nature of the conflict.

18j For the purpose of the European Union (Payment Services) Regulations 2018, this agreement together with your monthly statement and any important communications we send to you that we tell you to read with this agreement, will be your framework contract.

18k If during the term of this agreement (or for as long as this agreement continues under paragraph 16d) we owe you an amount, we may take that amount (and apply a credit to your account accordingly) off any amount you owe us under this or any other agreement but have not yet paid. This is called our right of set-off.

18l We may carry out our rights, perform our responsibilities and observe your rights under this agreement by automated or other electronic means in the future.

18m References in this agreement to 'card' includes, without limitation, any credit card issued under this agreement (including renewal, replacement or additional cards).

18n References in this agreement to 'transaction' include a *card purchase*, *balance transfer*, *money transfer* and *cash transaction*.

#### **19 Reward+ Programme**

The terms in this section apply only to the Avant Money Reward+ credit card and form part of the agreement. If there is any difference between this section 19 and the agreement, this section will apply.

##### **19a Rewards**

As well as any promotional offers that may be available, you can choose to benefit from either the Cashback Reward or the Interest Refund Reward.

##### **(i) Cashback Reward**

If you choose the Cashback Reward, you will get back 1.25% of the total amount you spent on goods and services in the previous *statement period*. We will credit the cashback to your account each month. The maximum amount of cashback that we will credit to your account in any *statement period* is €12. If 1.25% of the qualifying spending in the previous *statement period* is more than €12, you will still only receive €12.

To be eligible for the Cashback Reward, the money you spent in the previous *statement period* must be with a merchant who is trading in the retail or entertainment sectors and has registered under one of the merchant category codes listed on our website.

Merchants are responsible for choosing the category code they register under, according to the type of goods or services they provide. We have no

control over this.

We can add merchant category codes to, or remove them from, the retail and entertainment group of codes. Any new codes will be added to the list of codes on our website.

The Cashback Reward covers spending on *card purchases* only and not on other types of transactions (for example, *balance transfers* and cash withdrawals).

Any Cashback Reward credited to your account will not reduce the minimum payment due.

(ii) Interest Refund Reward

If you choose the Interest Refund Reward, you will be entitled to a refund of 15% of the total amount of interest you paid in the previous *statement period*. We will credit the refund to your account every month.

The maximum refund that we will credit to your account in any *statement period* is €24. If 15% of the total amount of interest you paid in the previous *statement period* is more than €24, you will still only receive €24.

We will pay refunds only on interest charged on *card purchases* only and not on amounts spent on other types of transactions (for example, *balance transfers* and cash withdrawals).

Any Interest Refund Reward credited to your account will not reduce the minimum payment due.

19b We can cancel or recover any reward if you have reversed, cancelled or ended a transaction that gave rise to the reward. If you receive a refund for a purchase after we have given you your reward, and we had included that purchase when working out the value of your reward, we will take the refund into account when working out the value of your next reward payment.

19c We can remove any rewards incorrectly credited to your account.

19d You will not be eligible for any reward or offer under the Reward+ Programme if we:

- cancel this agreement;
- suspend, block or cancel your card; or
- decide that you have broken the terms of your account or are no longer eligible to have the card.

19e We will not pay a reward in the *statement period* in which you end this agreement.

## 20. Definitions

In this agreement, the following words and phrases in italics have the meanings shown next to them.

**account-management fees** – a fee that we may charge every month, every three months or every year, for administering your account.

**additional cardholder** – a person you ask us to issue a card to for them to use on this account.

**balance transfer** – a payment you ask us to make from your account to another financial institution that is not a *money transfer* and that applies a credit to or otherwise pays off or reduces the amount that is owed to them, or any other transaction you make using our facility to pay other bills.

**BIC** – the Bank Identifier Code.

**business day** – Monday to Friday from 9am to 4pm, except any day that is a bank or public holiday in Ireland.

**card purchase** – any transaction (other than a *cash transaction*) under which a payment is made from your account, for example for goods or services, by using a card (with or without the *PIN*) or card number and we apply a debit to your account for that transaction.

**cash transaction** – any transaction resulting in providing cash or a cash substitute from your account by using a card or card number issued under your

account, including foreign currency, traveller's cheques, postal orders, gambling transactions and any electronic transfers of cash which are not *money transfers*.

**default charges** – any charges applied to your account under paragraph 3b (which we may also refer to in statements and other documents as default sums).

**IBAN** – the International Bank Account Number.

**money transfer** – a transfer of funds from your account to any personal account you or any *additional cardholders* have at another financial institution other than into a credit-card, store-card or loan account. For example, a transfer of funds into a current bank or building society account will be a *money transfer*, even if the account into which the funds are paid is in overdraft.

**PIN** – the personal identification number which we issue or approve to be used with a card.

**processing fees** – fees that we may charge for processing payments made to your account, if we are charged for accepting that payment method.

**promotional breach** – as referred to in clause 1h relates specifically to promotional offers. A *promotional breach* is triggered when an overlimit fee is applied to your account, or the minimum payment due has not been applied to your account on/before your statement date.

**promotional offer** – a *promotional offer* for a limited time under paragraph 1h, which may include *promotional-offer interest rates*, and may also include handling

fees that may be higher or lower than the standard handling fees, and may (in each case) be governed by other conditions.

**promotional-offer interest rates** – the interest rates which apply to a *promotional offer* as referred to in paragraph 1h.

**payment service provider or PSP** – an organisation (such as a bank, building society, An Post or authorised payment institution) that provides payment services.

<p><b>reference exchange rate (Definition applicable to credit card accounts opened on or after 30/05/2017):</b></p> <p><b>reference exchange rate</b> – the exchange rate set by Mastercard. The current rate is available on their web pages: <a href="http://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html">www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html</a> This web page may change.</p>	<p><b>reference exchange rate (Definition applicable to credit card accounts opened before 30/05/2017):</b></p> <p><b>reference exchange rate</b> – the exchange rate set by either Mastercard or Visa (as appropriate). The current rates are available on their web pages: <a href="http://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html">www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html</a> or <a href="http://www.visaeurope.com/en/cardholders/exchange_rates.aspx">www.visaeurope.com/en/cardholders/exchange_rates.aspx</a> These web pages may change.</p>
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**statement period** – the period starting on the day after your last statement date and ending on your next statement date. The *statement period* for your first statement starts on the date your account is opened.

**we, our** – meaning AvantCard DAC and any entity acquired by Avantcard DAC any other entities in their groups or its subsidiaries, parent companies, any affiliated company or subsidiary of any of its parent companies, and any person to whom we transfer any of our rights or



obligations under this agreement.

**you, your, yourself** – the person who has entered this agreement and in whose name the account is held.

### **Complaints**

If you would like to make a complaint, please write to the Customer Advocate Manager, Avant Money, PO Box 25, Carrick-on-Shannon, County Leitrim. We have procedures in place to make sure we handle your complaint fairly and quickly and you can ask us for more details on these procedures. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Services and Pensions Ombudsman, Financial Services and Pensions Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

### **Your right to withdraw from this agreement**

You have a right to withdraw from this credit agreement. You can do this by sending a written notice of withdrawal by post to Avant Money, Dublin Road, Carrick-on-Shannon, Co Leitrim. Except where these terms and conditions say otherwise, you have 14 days to withdraw and may do so without giving any reason and without charge from the day on which the credit agreement was came into force or, if later, the date on which you receive a copy of this credit agreement. You then have 30 days starting from the date you send the notice to repay any amount due to us and interest on that amount. If you do not withdraw from this credit agreement you will have to make payments under the terms of this credit agreement.

### **Central Credit Register**

Under the Credit Reporting Act 2013 lenders have to provide personal and credit information to the Central Credit Register for credit applications and credit agreements of €500 and above. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements. We, along with other lenders, must transfer personal and credit information every month to the Central Credit Register for loans and credit cards.

It is important to note that if you do not keep up your repayments on your loans or credit cards you have with us, we will report the missed payments to the Central Credit Register and they will appear on your credit report. If you enter into an alternative payment arrangement with us arising out of financial difficulties, we will also report this to the Central Credit Register.

When credit reports become available, you will have the right to do the following.

1. Ask to see your credit report at any time and the first credit report each year is free.
2. Insert a 200-word explanatory statement on your credit report.
3. Apply to have your information amended if you believe it is:
  - a. inaccurate;
  - b. incomplete; or
  - c. out of date.
4. Make a report to the Central Credit Register if you reasonably believe that someone has, is, or is about to impersonate you.

For more information about the Central Credit Register

Website: [www.centralcreditregister.ie](http://www.centralcreditregister.ie)

Email: [consumerinfo@centralcreditregister.ie](mailto:consumerinfo@centralcreditregister.ie)

LoCall: 1890 100 050

Landline: 01 224 550