

# Chill Money Credit Card

## Changes to your Terms and Conditions

Effective 13<sup>th</sup> January 2018

This is a summary of the changes we are making to your Terms and Conditions, a copy of which is available on our website at [www.chillmoney.ie/creditcardT&Cs](http://www.chillmoney.ie/creditcardT&Cs).

Old Term	Amended/New Term	Explanation
<p>6b You must exercise all reasonable care to ensure the safety of your card and prevent the <i>PIN</i> and MasterCard Secure Code password or other security features becoming known to any other person. We consider lack of reasonable care to include but not be limited to circumstances where:</p> <ul style="list-style-type: none"> <li>the credit card is lost or stolen and the <i>PIN</i>, MasterCard Secure Code password or other security features became known or available to a third party who then has access to your card (e.g. a finder or thief); or</li> <li>someone possesses your card with your consent and uses it or gives it to someone else; or</li> <li>you intentionally, fraudulently or with gross negligence fail to adhere to the safekeeping and/or disclosure requirements of your card, <i>PIN</i> or other security device or procedure; or any card is used by any other person outside the terms of this agreement who has possession of it with your consent.</li> </ul>	<p>6b You must exercise all reasonable care to ensure the safety of your card and prevent the <i>PIN</i> and MasterCard Secure Code password or other security features becoming known to any other person, <i>save to an appropriately authorised account information service provider as described in 6c</i>. We consider lack of reasonable care to include but not be limited to circumstances where:</p> <ul style="list-style-type: none"> <li>the credit card is lost or stolen and the <i>PIN</i>, MasterCard Secure Code password or other security features became known or available to a third party who then has access to your card (e.g. a finder or thief); or</li> <li>someone possesses your card with your consent and uses it or gives it to someone else; or</li> <li>you intentionally, fraudulently or with gross negligence fail to adhere to the safekeeping and/or disclosure requirements of your card, <i>PIN</i> or other security device or procedure; or any card is used by any other person outside the terms of this agreement who has possession of it with your consent.</li> </ul>	<p>Additional wording to advise what exception can be made to allow access to your card's security features.</p>
Not Applicable	<p>6c <i>Notwithstanding the general restriction in paragraph 6b, you may provide your PIN and MasterCard Secure Code password or other security features required to access our online services to an appropriately authorised account information service provider through a secure channel who may access our online card services on your behalf.</i></p>	<p>This is a new clause advising who you may provide your card security features to.</p>
<p>9a We will 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. 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 services address we set up for you.</p>	<p>9a <i>Information on individual payment transactions will be provided to you through our online services. You may request us to</i> 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. 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</p>	<p>Additional wording confirming that you can view details of individual transactions through our online services.</p>

AvantCard DAC trading as AvantCard is regulated by the Central Bank of Ireland

Chill Insurance Limited trading as Chill Money works exclusively with AvantCard DAC with respect to the arrangement of personal loans and credit cards in Ireland and is not an independent broker.

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

Old Term	Amended/New Term	Explanation
	electronic format within a secure online card services address we set up for you.	
<p>9b You must check your statements. If a statement is not available to view within online card services in accordance with paragraph 9a, or if any item in a statement, or anything about your statement generally, seems wrong (i.e. 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 notify us within that period, even if the transaction was unauthorised or incorrectly processed, you will not be entitled to receive any recompense from us. If you do notify us within that timeframe, we will investigate any such claim promptly and if the transaction was unauthorised, we will refund that amount to you and restore your account to the state that it would have been in if that transaction had never taken place.</p>	<p>9b You must check your statements. If a statement is not available to view within online card services in accordance with paragraph 9a, or if any item in a statement, or anything about your statement generally, seems wrong (i.e. 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 notify us within that period, even if the transaction was unauthorised or incorrectly processed, you will not be entitled to receive any recompense from us. If you do notify us within that timeframe, we will investigate any such claim promptly and if the transaction was unauthorised or if the transaction was incorrectly processed, we will refund the amount of the non-executed or defective payment transaction, and where applicable we will refund that amount to you and restore your account to the state that it would have been in if the unauthorised or incorrectly processed transaction had never taken place.</p>	<p>This clause has been amended to clarify the refund process for non-executed or defective payment transactions and to how your account will be restored following these types of transactions.</p>
<p>10a If your card (or that of any <i>additional cardholder</i>) is lost or stolen or someone else finds out your (or any <i>additional cardholder's</i>) PIN, or if you think your card, card number or PIN (or those of any <i>additional cardholder</i>) may be misused or misappropriated, you must:</p> <ul style="list-style-type: none"> <li>• stop using your card, card number and PIN immediately (and instruct any <i>additional cardholder</i> to do likewise);</li> <li>• call us immediately on one of the customer service numbers shown at the top of these terms and conditions (we have a 24-hour service); and</li> <li>• if we ask, write to us within seven days to confirm the loss, theft or possible misuse or misappropriation. The address is Chill Money, PO Box 25, Carrick-on-Shannon, Co. Leitrim.</li> </ul>	<p>10a If your card (or that of any <i>additional cardholder</i>) is lost or stolen or someone else finds out your (or any <i>additional cardholder's</i>) PIN, or if you think your card, card number or PIN (or those of any <i>additional cardholder</i>) may be misused or misappropriated, you must:</p> <ul style="list-style-type: none"> <li>• stop using your card, card number and PIN immediately (and instruct any <i>additional cardholder</i> to do likewise);</li> <li>• call us immediately on <b>Freephone 1800 409 512</b> (we have a 24-hour service); and</li> <li>• if we ask, write to us within seven days to confirm the loss, theft or possible misuse or misappropriation. The address is Chill Money, PO Box 25, Carrick-on-Shannon, Co. Leitrim.</li> </ul>	<p>We have now included a Freephone number for customers to report lost or stolen cards.</p> <p><b>NOTE:</b> This number will not be available for use until the 13<sup>th</sup> January 2018.</p>
Not Applicable	<p>10g In the event that we believe that there is a risk of suspected or actual fraud or security threats; we will initially contact you by phone. If we have been unable to contact you by phone, we will send an SMS requesting you</p>	<p>This is a new clause which sets out how we will contact you if we believe there may be a risk or actual fraud or security threats on your account.</p>

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	to contact 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 12 months has expired, termination will be free of additional charges (other than any Government Tax that is levied directly or indirectly). If you terminate this agreement within the first 12 months, we reserve the right to charge you for this and, if we do, such charge will be appropriate and in line with the actual cost to us of terminating this agreement.	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 6 months has expired, termination will be free of additional charges (other than any Government Tax that is levied directly or indirectly). If you terminate this agreement within the first 6 months, we reserve the right to charge you for this and, if we do, such charge will be appropriate and in line with the actual cost to us of terminating this agreement.	You can now terminate a credit agreement free of charge after 6 months. This was previously after 12 months.

**Additional Updates applicable from the 31<sup>st</sup> December 2017**

New Definition – We’ve added a new definition to our terms and conditions to explain what we mean by credit reference agencies.	<b>Credit reference agencies</b> – these include the Irish Credit Bureau (ICB) and the Central Credit Register (CCR)
New Disclosure – With the implementation of the Credit Reporting Act 2013, we are required to inform customers of the duties and right in relation to the Central Credit Register. This new disclosure gives you some information on these duties and rights and provides links to additional resources where more information can be obtained.	<p><b>CENTRAL CREDIT REGISTER</b></p> <p>Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. 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 on a monthly basis to the Central Credit Register for loans and credit cards.</p> <p>It is important to note that if you do not keep up your repayments on your loans or credit cards you have with us, the missed payments will be reported to the Central Credit Register and will appear on your credit report. In addition, should you enter into a restructure arrangement with us arising out of financial difficulties; this restructure will be reported to the Central Credit Register.</p> <p>When credit reports become available, you will have the right to:</p> <ol style="list-style-type: none"> <li>1. Request your credit report at any time and the first credit report each year is free;</li> <li>2. Insert a 200 word explanatory statement on your credit report;</li> <li>3. Apply to have your information amended if you believe it is: <ol style="list-style-type: none"> <li>a. Inaccurate;</li> <li>b. Incomplete; or</li> <li>c. out of date</li> </ol> </li> <li>4. Make a report to the Central Credit Register if you reasonably believe that someone has, is, or is about to impersonate you.</li> </ol>

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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 5500

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