

# Avantcard DAC Terms and Conditions

This booklet contains the Chill Money credit card standard terms and conditions for customers.

Please keep these terms and conditions in a safe location for future reference.

## Avantcard DAC Terms and Conditions

These terms and conditions, together with the Schedule of Fees and Charges document and any other important communications we send to you that we advise you are to be read with these terms and conditions, will be your Credit Agreement regulated by the Consumer Credit Act 1995 and the European Communities (Consumer Credit Agreements) Regulations 2010 between you and Avantcard DAC. To request a copy of your credit agreement, please contact us.

### IMPORTANT INFORMATION as at («Current\_Date»)

1. Amount of credit limit: €«Credit\_Limit»
2. Period of agreement: no fixed term see paragraph 16 below.
3. Frequency of repayment instalments: monthly.
4. Minimum amount of each instalment is:
  - your statement balance (if this is €25 or less); or
  - if your statement balance is more than €25 whichever is the greater 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).
5. Borrowing Rate: [ ]%
6. APR: «APR»

\* The APR is calculated on the basis of the following assumptions: that this agreement will remain valid for a period of one year, that you and we will comply with our obligations under this agreement, that the applicable interest rate is, and will remain, the highest interest rate for the most common use of our card product, at the date of this agreement, that all charges will remain fixed at the levels set out in this agreement, that you will drawdown the full amount of your credit limit immediately and that you will repay it in twelve equal monthly instalments.

\* Total amount payable: as this agreement does not have a fixed term, the total amount payable by you must be assumed. Assuming that (i) you draw your entire credit limit in one transaction using your card for a period of one year, (ii) the applicable interest rate is 16.8%, and (iii) and Government stamp duty of €30 on the card is charged, the total amount payable by you would be € «Total\_payable\_calculation». This is an illustrative figure only.

Name of credit intermediary: Chill Insurance Limited trading as Chill Money  
Address of credit intermediary: Chill Insurance House, Ravenscourt Office Park, Sandyford, Dublin 18

Avantcard DAC, trading as Avantcard, is regulated by the Central Bank of Ireland. Avantcard DAC is registered as a Payment Institution with the Central Bank of Ireland ([www.centralbank.ie](http://www.centralbank.ie)) under registration number C129700. The Central Bank is located at New Wapping Street, North Wall Quay, Dublin 1. 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.

Customer operations are based in Carrick-on-Shannon, Co. Leitrim. Avantcard's main business in Ireland is the provision of payment services. Avantcard Customer Services Line - 0818 812 800. If you are phoning from abroad, please call: + 353 71 95 94065. Contact us on email at: [customerqueries@chillmoney.ie](mailto:customerqueries@chillmoney.ie)

**Warning: If you do not meet the repayments on your credit card, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.**

### 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 accordance with this agreement. We may, at your request, increase your credit limit. You may only avail of credit from us once you have given us satisfactory documentation 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 calculated 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 greater amount of either:
  - €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 exceed the balance shown on your statement.

**1d** The total payment due will be shown on your monthly statement and 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 for arrears purposes as having made a payment under paragraph 13f, but that payment will always be allocated in accordance with paragraph 13c. Refunds and credits will not count towards your minimum payment unless they pay off your balance in full.

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

- **Card purchases:** We will charge interest at the standard interest rate of 16.8% per annum variable.
- **Balance transfers:** We will charge interest at the standard interest rate of 16.8% per annum variable.
- **Money transfers:** We will charge interest at the standard interest rate of 16.8% per annum variable.
- **Cash transactions:** We will charge interest at the standard interest rate of 18.9% per annum variable

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

If we intend to increase any interest rate, we will give you at least 2 months' advance notice in accordance 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 documentation relating to your account, we are referring to the fact that we have discretion to change interest rates on your account in accordance with this agreement. We do not mean that your interest rates will be changed in line with base rate changes or other market developments, although we may take these factors into account when reviewing our applicable interest rates. We may also change our *handling fees* and any other charge or introduce any charge or fee in accordance with paragraph 14. All fees and charges in relation to your card and account are as stated in this agreement, on your statement, and on the Schedule of Fees and Charges, or at [www.chillmoney.ie](http://www.chillmoney.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 should be 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 on-going servicing of your account, we may from time to time make *promotional offers available*. We will tell you about any such *promotional offers* and the applicable terms and *promotional offer interest rates* and *handling fees* at the time.

If a *promotional breach* occurs as part of this agreement the *promotional offer interest rates* will cease to apply to all balances attracting the *promotional offer interest rates* from the beginning of the *statement period* following the *promotional breach*.

The applicable standard variable interest rate set out in paragraph 1e will then apply. We are under no obligation to remind you that the period of any *promotional offer interest rate* is about to end, 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, then the standard variable interest rates that will apply to any promotional rate balances remaining when that *promotional offer* ends shall 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 applying to *card purchases* will be applicable.

**1j** If any sum is debited to your account that is not otherwise covered by this agreement, then 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 judgement) 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 accordance 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, provided 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** All amounts that are debited to your account will incur interest unless otherwise stated in this agreement. If the applicable interest rate for any amount debited to your account is not otherwise specified in this agreement or as advised to you then 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 should be read together with this agreement).

**3b** If you break this agreement, we may charge the *default charges* detailed 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 or payment to your account is returned unpaid.
- Over limit fee – charged and applied once on any monthly statement if, and when, you are over your credit limit at any time during that *statement period*; and
- Any other reasonable out-of-pocket fees, legal or other costs we incur as a result of you breaking this agreement.

We will add these *default charges* directly to your account. We may change these *default charges* and notify you in accordance with paragraph 14. Please refer to the Schedule of Fees and Charges for details in relation to these fees. This Schedule of Fees and Charges is also available on [www.chillmoney.ie](http://www.chillmoney.ie).

**3c** We may charge *processing fees* for account payment services and will notify you of these charges in accordance with paragraph 14. Unless otherwise stated we will not charge interest on *processing fees*. Payment services include processing of payments made to your account, details of which can also be found on your monthly statement and on [www.chillmoney.ie](http://www.chillmoney.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 indebtedness 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 permit any *additional cardholder* to do under the account and require that only you may authorise certain actions (for example changing your address details). You or an *additional cardholder* may, at any time, request to have that *additional cardholder* removed from your account.

**4b** You or the relevant *additional cardholder* may cancel their card. In order for you to cancel the *additional cardholder's* card you need to notify us by telephone, 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 medium;
- 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;
- request 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 accordance with this agreement;
- when you have registered to use our online card services facility keep your online banking log in details secure and do not tell another person the log in details; and
- If you register or use a MasterCard Secure Code, a password may be required and you should not disclose this to anybody.

**6b** You must exercise all reasonable care to ensure the safety of your card and prevent the *PIN* and MasterCard Secure Code password or other security features becoming known to any other person, save 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 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
- someone possesses your card with your consent and uses it or gives it to someone else; or
- you intentionally, fraudulently or with gross negligence fail to adhere to the safekeeping and/or disclosure 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 possession of it with your consent.

**6c** 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.

## **7 Using your account**

**7a** If you want to make a payment from your account, you must provide us with the following details in relation to the intended *payee*: 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, request a contact telephone number and additional security information), and in the case of a payment to another bank account: the relevant *IBAN* and *BIC* (we may, depending on how you make the payment, request a contact telephone number and additional security information).

If we process a payment for you in accordance with that information, but that information is incorrect, we will not be liable to you however, we will make reasonable efforts to recover the amount involved (we may charge you for this and, if we do, such 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 defective way, or do not process it correctly (if we are obliged to process it under this agreement) then unless we can prove that the amount was transferred to the intended *payee's 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. Regardless of whether or not we are liable, we will make efforts on request to trace the transaction and notify you of the outcome. If you ask us to process a direct debit into your account, we are responsible for correctly transmitting that order to the corresponding *PSP*. We will credit the amount to your account as soon as we receive it.

**7b** If you wish to make a *cash transaction* or a *card purchase*, the use by you of your card (with or without your *PIN*) is your consent to that *cash transaction* or *card purchase*. If you wish to make a payment from your account, the giving by you to us of the details as referred to in paragraph 7a is your consent to the processing by us of that payment. You cannot stop or withdraw your consent to a *cash transaction*, a *card purchase*, *balance transfer* or *money transfer* after it has been made (and any applicable *handling fees* cannot be refunded), or to a payment initiated by a *payee* from your account after you give the order to make the withdrawal (or your consent) to the *payee*. You can withdraw your consent 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 *payee* in such manner as may be agreed between you and the *payee*. If you want to withdraw your consent after that time, you will need to ask both us and the *payee* for our agreement.

**7c** If you want to transfer money from your account, we will be deemed to have received your order to transfer that money at the time that you give that order to us. If an order is not received on a *business day* by 3pm, it shall be deemed to have been received on the next *business day* and we will credit that amount to the *payee's PSP* within one *business day*. If a payment is to be taken from your account by way of direct debit, we will be deemed to have received an order to make that payment when the *payee* gives the order to us.

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

- for any purpose that is contrary to applicable laws;
- after your account is closed and/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 a third party, that third party 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 telephone us and we will tell you if we have refused to authorise that transaction. We will be able to tell you on the telephone if we have refused to authorise the transaction in question within one *business day*. You should contact us within this time-frame. 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 rectify any problem that may have led to that 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 such a refusal, may include, but are not limited to the following:

- if the amount, if authorised by us, 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 comply with any law or as a matter of good practice, for example by acting to prevent potential over indebtedness;
- 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; or
- if you are in breach of this agreement.

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

**7f** We will not be liable to you if your card is not accepted by a third party 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 operated. 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 operated before deciding to do so).

**7h** We may under this agreement 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 applicable) have ended or are about to end, or have changed or are about to change (for example, where 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 *payee* have agreed can be deducted from your account. If such a direct debit is set up from your account, and the order to debit that amount is correctly given to us by or on behalf of the *payee*, we are liable to refund you if we process that payment in a defective manner, or do not process it correctly (if we are obliged to process it under this agreement). If you have given a party an authorisation to debit an amount from your account (for example and without limitation, by way of 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 exceeded the amount that you reasonably could have expected, taking into account this agreement, your spending pattern and any other relevant circumstances.

If you make such a claim, you must do so within 8 weeks of the payment being debited 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 where:

- you have given your consent to the payment directly to us; and
- information on the payment was provided or made available to you (from us or from the *payee*) at least 4 weeks in advance of 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 are incurred: *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 to your account that are not set out in this paragraph 8a.

**8b** If you make a transaction in a currency other than euro, the amount will be changed into euro using an exchange rate based on the *reference exchange rate*. Exchange rates will change daily and we do not need to notify you of 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 a 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 hold a credit balance on your account. We may repay to you the amount of any credit balance on your account. Any repayment will be by electronic means but should you request payment by any other means we may charge you a fee which we will tell you about in accordance with paragraph 14. If you frequently build up a credit balance then we may close your account and end this agreement under and in accordance with paragraph 16. We do not pay interest on any credit balance.

## 9 Statements

**9a** Information on individual payment transactions will be provided to you through our online services. You may request 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. 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.

**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.

**9c** You will need to register for online card services and log in to your secure online card services account to view your statement(s). 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 viewing within your secure online card services account. However, we will not have any duty to remind you that your statement is available for such viewing. 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 incur 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, you must:

- stop using your card, card number and *PIN* immediately (and instruct any *additional cardholder* to do likewise);
- call us immediately on Freephone 1800 409 512 (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 **Chill Money, PO Box 25, Carrick-on-Shannon, Co. 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 liable for any losses arising from any use of the card, card number or *PIN* 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 liable for any use that occurs before you tell us in accordance with paragraph 10a; or
- if you, or your *additional cardholder*, have acted fraudulently, dishonestly or without reasonable care then, to the extent permitted by law, you may be liable for misuse of the card, card number or *PIN*.

**10d** In the event of 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 did not comply with your obligations under this agreement intentionally, or due to you acting with gross lack of reasonable care, you will be liable for all such losses.

**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 to contact us.

### **11 Personal information**

We will only use your personal information in accordance with our obligations under the Data Protection Acts. For more information on your rights under the Data Protection Acts, see our privacy policy at <https://cdn.chillmoney.ie/documents/Chill-Money-Privacy-Policy.pdf> 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 debiting the premium to your account as soon as it is incurred) and cancelling any such 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 it to be in your best interests. Before we do this, we will tell you the terms offered for a further policy period by your current insurer, or if your current insurer no longer offers the policy, the terms of a policy offered by the alternative insurer. Unless you tell us otherwise, the authority outlined in this paragraph 12b represents your prior request for us to transfer you to such a new policy in these circumstances. You can withdraw this prior request at any time by writing to **Avantcard, PO Box 25, Carrick-on-Shannon, Co Leitrim**.

**12c** If you take any insurance product through us (including Payment Protection Cover) and the premiums are debited to your account at any time, then for the avoidance of doubt, each such premium shall be treated as a *card purchase*.

### **13 Paying your balance**

**13a** Subject to 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** Provided 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 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 necessary to apply the payment to your account). Payments received by us before 4pm GMT on a *business day* will be credited to your account the same day. Payments received by us after 4pm GMT on *business day* will be credited 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 direct debit we will assume sufficient funds are available, so will credit your account with the relevant amount and will allocate that payment to reduce balances in accordance with paragraph 13c. If that direct debit is subsequently returned unpaid, we will debit your account with the equivalent amount and allocate it in line with the original payments. *Default charges* may apply in accordance 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, it will be allocated 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. The remaining amount, if any, will be allocated to 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 a payment is allocated against items that have not appeared on a statement, it will be allocated to 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 if interest is charged at the same rate on different parts of that total balance.

**13d** Subject to the allocation of payments under paragraph 13c, if interest is charged at the same rate on different parts of the balance on your account (for example, two transaction types which accrue the same rate of interest), or if after having applied your payment as set out in paragraph 13c there is still a balance on your account, then your payment will be allocated 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 which 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 and 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 2 months in advance of 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 2 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 notifying you.

**14d** If you continue to use your card or account after the 2 months have expired, or if you do not notify us within the 2 month period that you do not accept the change or introduction, we will deem that you have accepted the change or introduction. However, if you advise us within the 2 month period that you do not accept the change or introduction, you can terminate this agreement immediately, free of charge, before the end of that 2 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 prohibited by law or for security reasons from doing so), we may at any time stop, suspend or restrict the use of any card, card number or *PIN*. These reasons may include but are not limited to the following:

- if we suspect that the card has been lost or stolen or have other objectively 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;
- if we suspect that the card, card number or *PIN* has been used in an unauthorised or fraudulent manner;
- if we believe that there is an increased risk that you will not be able to pay the amounts due by you to us under this agreement;
- if we 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 duration. We may end this agreement on 2 months' written notice to you that we are doing so.

**16b** If we end this agreement, you must destroy all cards and make alternative arrangements with *payees* of any subscriptions and regular payments paid from your account, which you must cancel with the *payee* directly. 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 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.

**16d** After we close your account, or after this agreement has ended, you will still be personally liable to pay all amounts that are or become due to us, for example, any residual interest, or any transactions that have not shown on your account at the time of closure (for example Government Tax) or any subscriptions or regular payments that you have not stopped. We reserve the right to apply interest, fees and charges on such amounts in accordance with this agreement, which shall be deemed to continue 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 of any change we will not be liable 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 be bound by 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 telephone, in writing or, by statement message, by SMS 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 obligations unless you agree otherwise. You may not transfer any of your rights, duties or obligations under this agreement.

**18d** We will not be liable to you for any losses or costs caused by our compliance with any new regulatory or legislative requirement or for:

- 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 acts of God, if this prevents us from providing our usual service. Any liability 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 that we have authorised use of the card and shall 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 internal records to show that any disputed transaction was accurately recorded by us and was not affected by the relevant breakdown or malfunction.
- any person, supplier, merchant or third party refusing to accept or honour (or any delays in accepting or honouring) any card, card number, *PIN*, *balance transfer or money transfer*; or
- any cash dispenser failing to issue cash.

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

**18e** We can delay or waive enforcing 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, conditions or the part of the paragraph or condition in this agreement.

**18g** This agreement is governed by the laws of Ireland. All notices and information required to be given under this agreement will be in English. The Irish courts shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this agreement without affecting your right to refer a matter to the Financial Services 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 from time to time that we advise you are to be read with this agreement, will be your framework contract.

**18k** If during the term of this agreement, or for so long as this agreement is deemed to continue under paragraph 16d, a sum becomes due to you, then we may set off that sum (and apply a credit to your account accordingly) against any sum which you owe to us under this or any other agreement but have not yet paid.

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

**18m** References in this agreement to 'card' include any credit card issued under this agreement (including renewal, replacement and/or additional cards).

**18n** References in this agreement to 'transaction' includes without limitation a *card purchase, balance transfer, money transfer* and *cash transaction*.

## 19 Definitions

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

**account management fees** – a fee that we may charge monthly, quarterly or annually, 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 – Friday 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 in respect of such a transaction.

**cash transaction** – any transaction resulting in the provision of 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*.

**Credit reference agencies** – these include the Irish Credit Bureau (ICB) and the Central Credit Register (CCR)

**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).

**EVO Banco Group, we, our** – meaning the EVO Banco Group including EVO Banco SAU and any entity acquired by EVO Banco SAU, EVO FINANCE EFC SAU, AvantCard DAC and 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.

**handling fee** – any charge applied to your account under paragraphs 1g and 1h or as part of any *promotional offer*.

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

**money transfer** – a transfer of funds from your account to any personal account held by you or any *additional cardholders* at another financial institution other than into a credit card, store card or loan account. For example, a transfer of such 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.

**payee** – a natural or legal person who is the intended recipient of amounts debited from your account.

**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, where a charge is incurred by us accepting that payment method.

**promotional breach** – a "*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 limited duration *promotional offer* 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 subject to other conditions.

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

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

**reference exchange rate** – the exchange rate set by MasterCard which is available from their current web pages, [www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html](http://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html). Please note this web page is subject to change.

**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.

**you, your, yourself** – the individual 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, PO Box 25, Carrick-on-Shannon, Co. Leitrim. We have procedures in place to ensure we handle your complaint fairly and quickly and further details on these procedures can be obtained on request. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Services Ombudsman, Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

## 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 Avantcard DAC, Dublin Road, Carrick-on-Shannon, Co Leitrim. Subject to these terms and conditions, you have FOURTEEN days to exercise your right of withdrawal and may do so without giving any reason and without charge from the day on which the Credit Agreement was concluded or, if later, the date on which you receive a copy of this Credit Agreement after the conclusion of the Credit Agreement. You then have THIRTY days starting from the date you send the notice to repay us any money advanced to you and interest on that amount. If you do not withdraw from this Credit Agreement you will be bound to make payments under the terms of this Credit Agreement.

## CENTRAL CREDIT REGISTER

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.

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.

When credit reports become available, you will have the right to:

1. Request 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 5500

# Avantcard DAC

## Schedule of Fees and Charges

This schedule provides a summary of the main fees and charges that apply to your Chill Money credit card.  
Please read this information in conjunction with your Terms and Conditions.

### **FEES & DEFAULT CHARGES**

<b>Cash transaction handling fee</b>	Any transaction resulting in the provision of cash or a cash substitute from your account by using a card or card number issued under your account, including foreign currency, travellers' cheques, postal orders, gambling transactions and any electronic transfers of cash which are not money transfers.	1.50% (subject to a minimum charge of €2.50)
<b>Foreign currency fee</b>	Commission on transactions made outside the Eurozone.	2.65% of the value of the transaction
<b>Late fee</b>	Charged each time your minimum payment has not reach your account in cleared funds by the date that payment is due.	€15.24
<b>Returned payment fee</b>	Charged each time a direct debit or other item for payment into your account is unpaid.	€19.05
<b>Over limit fee</b>	Charged and applied once on any monthly statement if, and when, you are over your credit limit at any time during that statement period.	€12.70
<b>Processing Fee</b>	Charged for all payments made over the counter at the An Post post office.	€0.97

### **OTHER CHARGES**

<b>Government Stamp Duty</b>	Stamp duty is charged by the Government on all Irish credit card accounts. The level of stamp duty is subject to change.	€30.00
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