

**Bank of Ireland**



# Terms and conditions

Personal current account

Golden Years current account

Third Level Student current account

Graduate current account

ATM Card and Visa Debit Card

365 phone and online banking services

# Terms and conditions

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## Terms & Conditions - Personal Current Account

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### 1.0 Definitions of Terms used in this Document

*Some explanations of common terms used throughout these terms and conditions:*

- 1.1 "Account" means the personal current account in your name that you hold with us.
- 1.2 "account transaction" refers to the payment of money into or out of your Account, for example, cash lodgments and withdrawals, direct debits, standing order debits, cheques and account transfers.
- 1.3 "agreed overdraft" means we have agreed in writing with you that you can overdraw your Account up to a certain amount which we call the "agreed overdraft limit" in these terms and conditions.
- 1.4 "ATM" means an automated teller or cash machine.
- 1.5 "banking day" means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday or bank holiday; and "non-banking day" means any other day.
- 1.6 "cut-off time" means the latest time in any banking day that we can process a particular account transaction, request or instruction on that banking day.
- 1.7 "fee quarter" means a three month period that we use to calculate account transaction fees. (We explain how this works in the Schedule of Fees and Charges).
- 1.8 "interest quarter" means a three month period that we use to calculate interest we charge. (We explain how this works in the Schedule of Fees and Charges).
- 1.9 "overdraft" means you have taken more money from your Account than you have in it and can also mean the amount of money which you owe us as a result of doing that. The words "overdraw", "overdrawn" and "overdrawing" refer to the act of causing an overdraft.
- 1.10 "paper payment(s)" (a) means cheques, drafts, postal orders, Government warrants, travellers' cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 1.11 "payee" means a person who receives a payment.
- 1.12 "payer" means a person who makes a payment.
- 1.13 "payment instrument" means a card, number, code or other thing personal to you that we give you to allow you make a payment transaction on your Account.
- 1.14 "PSR" means the European Communities (Payment Services) Regulations 2009 and a "PSR-regulated payment" is a payment in euro or any other European Economic Area (EEA) currency where the payment service providers of both the payer and payee are in the EEA.
- 1.15 "Schedule of Fees and Charges" means the "Schedule of Fees and Charges for Personal Customers" that we give you when you open your Account; and any changes to it; and any replacements of it. An up-to-date version of this brochure is available from any of our branches and online at [www.bankofireland.com](http://www.bankofireland.com).
- 1.16 "we", "us" and "our" means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland, and its successors, and legal or equitable transferees or assignees.
- 1.17 "you" and "your(s)" means the person or persons in whose name(s) the Account is opened.

## 2.0 Your Personal Current Account

- 2.1 We agree to provide you with a Personal Current Account in your name.
- 2.2 These terms and conditions apply to your Account and tell you how it works.
- 2.3 These also apply to your Account:
- (i) Banking law and practice;
  - (ii) The Schedule of Fees and Charges;
  - (iii) The *Table of Personal Overdraft Interest Rates* that accompanies the account application form; and
  - (iv) The contents of documents we give you to make account transactions, for example, lodgment docket and cheque books.
- 2.4 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.
- 2.5 You may not use your Account for business or for a charity, club, society or other organisation.

## 3.0 Operating your Account

- 3.1 You must keep your Account in credit unless you already have an agreed overdraft limit. If your Account is overdrawn for any reason, you must repay the overdraft to us.
- 3.2 You must always ensure that you have enough in your Account to complete an account transaction, for example:
- (a) withdrawing cash or making a payment at an ATM;
  - (b) using a debit card;
  - (c) writing a cheque;
  - (d) making a payment using a telephone or the internet;
  - (e) if a standing order or direct debit is due to be paid;
  - (f) when you are due to pay interest and charges.
- 3.3 If you have an agreed overdraft, you can use it to make account transactions. However, you cannot use the value of a paper payment (for example, a cheque) lodged to your account until it is cleared (see Clause 5 for more detail).
- 3.4 We may refuse to pay money from your Account if this would cause it to become overdrawn or to go over an agreed overdraft limit (where there is one). We do not have to tell you of this refusal beforehand. We will charge you an Unpaid Charge set out in the Schedule of Fees and Charges each time we so refuse to pay money from your Account.
- 3.5 Sometimes, we may allow you to pay money from your Account even where that causes your Account to go overdrawn or to go over an agreed overdraft limit (where there is one). No matter how often we allow you to do this, we may refuse to allow it on any other occasion.
- 3.6 If your Account goes overdrawn, we will charge you the interest and charges which we describe in Clause 13.

## 4.0 Lodging Paper Payments to your Account

- 4.1 You should only lodge a paper payment (for example, a cheque) that is payable to you, to your Account. If we allow you to lodge any other paper payment you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.
- 4.2 If you lodge a paper payment (for example, a cheque) in a currency other than euro to your Account, we convert the amount to euro using our exchange rate for that currency on the date we add it to your Account.
- 4.3 If the payer's financial institution returns unpaid a paper payment in a currency other than euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

## 5.0 Paper Payments and Withdrawals from your Account

- 5.1 When you lodge a paper payment (for example, a cheque) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 5.2 When you consider how much you can withdraw from your Account (including how much you can overdraw if you have an agreed overdraft limit), you should not count in the value of any paper payment lodged into your Account until it has been cleared for withdrawal.
- 5.3 It can take up to 5 banking days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from a Government Office (for example, a payment from the Office of the Paymaster General).
- 5.4 It depends on the payer, and the payer's financial institution, whether or not the paper payment is cleared for withdrawal. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account.
- 5.5 Caution: You need to take great care when a paper payment is paid into your Account and has not yet cleared for withdrawal. In your Account statement, online Account details and balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper

payment was paid in. This practice has no effect on Clause 5.4. You should not assume a paper payment has cleared for withdrawal just because we show it in an Account statement, online or at an ATM.

- 5.6 The idea of a paper payment being cleared for withdrawal is distinct from the idea of the "balance cleared for interest" (dealt with in Clause 14).

## 6.0 Transactions on your Account

- 6.1 You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate. We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.
- 6.2 You agree that when we process any payment to your Account, made by yourself or by a third party, we will rely on the:
- BIC (the Bank Identifier Code);
  - IBAN (the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account); or
  - the Sort Code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
  - Account Number (the number that identifies an account – usually 8 digits long),
- that is given with the payment.

If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.

- 6.3 If we receive a payment or payment instruction that does not have the information that we need to identify the account that is to receive the payment, for example, an Account Number and Sort Code (or IBAN and BIC), we may refuse to process it. We will tell you if we refuse to process a payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 6.4 If we receive a payment or payment instruction after the cut-off time we will not process it until the next banking day. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times.
- 6.5 If we receive a payment or payment instruction on a non-banking day we will treat it as if we had received it on the next banking day.
- 6.6 If (a) a payment from your Account is PSR-regulated; and (b) we receive your payment instruction before the relevant cut-off time, we will process the payment from your Account on the banking day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in euro, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a cross-border payment in Sterling, or other EEA Currency (non-euro), we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). The processing time for a paper account transaction will be an extra banking day ((D+2) and (D+4)). Any non-PSR-regulated payments may take longer to process.
- 6.7 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 6.8 If (a) a payment into your Account is PSR-regulated; and (b) it is a banking day; and (c) the cut-off time has not passed, we will credit your Account with any payment on the same banking day that we receive it. Despite Clause 12 below, you agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account.
- 6.9 When you (or anyone else) lodges euro cash to your Account in one of our branches, we will process it and immediately credit your Account.
- 6.10 Once a year or as often as we have agreed with you, we will give or make available a statement to you. It will set out the following details of the transactions on your Account:
- (i) A reference that will help you identify each transaction;
  - (ii) The amount of the transaction;
  - (iii) The amount of any charges that we applied to the transaction;
  - (iv) The exchange rate applied to the transaction (if any);
  - (v) The value date of the transaction.
- 6.11 If we choose, we may instead give you the information in Clause 6.10 for a transaction on a receipt for that transaction (Clause 6.10 is subject to this Clause 6.11).

## 7.0 Cheques written by you

- 7.1 We will stop a cheque written by you if you ask us to do so but only if it has not already been cashed or paid by us. We may first require you to confirm the stop in writing.
- 7.2 If you write a post-dated cheque we may pay it before its due date. If we do this, we are not liable to you for any loss you may suffer or expense you may have as a result.

7.3 We are not obliged to pay a cheque dated six months or more before we get it. If we do pay such a cheque we are not liable to you for any loss you may suffer or expense you may have as a result.

## 8.0 Express Lodgments

- 8.1 You can lodge certain paper payments and banknotes (or a mixture of these) to your Account by using either an express lodgment box or a lodgment machine, where either or both are available. Either of these methods is called an express lodgment. Coins cannot be lodged in these ways.
- 8.2 If you use an express lodgment box, we will not treat the lodgment as received by us until the express lodgment envelope has been opened by us. We will credit your Account only when we have received and processed your express lodgment.
- 8.3 If you use a lodgment machine to lodge paper payments (other than cash) we will not treat the paper payment lodgment as received by us until we have taken it from the lodgment machine and checked it. We will only credit your Account with a paper payment express lodgment when we have received and processed it. When you make a cash lodgment using a lodgment machine it will be made immediately available and credited to your Account.
- 8.4 If we find a suspected counterfeit banknote in an express lodgment, we will retain it and the value of it will not be credited to your Account. If, following investigation, the suspected counterfeit banknote proves to be genuine, the value of it will be credited to your Account.
- 8.5 If any express lodgment which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments we make an appropriate correcting entry in accordance with clause 11.1.
- 8.6 We may limit the amount of cash you can lodge using an express lodgment. These limits will be shown on notices in our branches and may vary from time to time.
- 8.7 To use an express lodgment box, you must complete a lodgment docket fully and place it with the items to be lodged in one of the express lodgment envelopes we provide. To use a lodgment machine you must use an ATM Card and PIN (payment instruments) that we have issued to you for use on your Account.
- 8.8 By making an express lodgment, using an express lodgment box, you agree that you accept the risk of loss, theft or destruction of the cash or paper payments lodged until we have opened, counted and processed the contents of the express lodgment envelope.
- 8.9 By making an express lodgment, using a lodgment machine, you agree that you accept the risk of loss, theft or destruction of the paper payments lodged until we have processed them.
- 8.10 The express lodgment envelope is opened and the contents are counted and processed by one of our employees or by someone authorised by us. A second employee or authorised person witnesses this process. Sometimes, our employee or authorised person may carry out this task alone but at these times he or she is always filmed.
- 8.11 If we find a difference between what is in the express lodgment envelope and what you have listed in the lodgment docket, you permit us to correct the lodgment docket and you accept that correction (but not where it is clear we made a mistake).
- 8.12 If we find a difference between the value of the paper payments you have inserted in a lodgment machine and the value you have confirmed while using it, you permit us to correct the value of the lodgment and you accept that correction (but not where it is clear we made a mistake).
- 8.13 You agree to accept the testimony of any employee of ours who processed an express lodgment, as to how much he or she found in an express lodgment envelope or lodgment machine (but not where it is clear that we or our employee made a mistake).

## 9.0 Direct Debits

- 9.1 Direct debit payments are covered by scheme rules relevant to them. The Direct Debit Scheme Rules for the Republic of Ireland apply to direct debits where you and the payee are located within the Republic of Ireland. The Single Euro Payments Area (SEPA) Direct Debit Scheme Rules apply to direct debits where you and the payee are located within SEPA.
- 9.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the Direct Debit Scheme.
- 9.3 The Originator can take a payment from your Account if both (a) you have authorised a direct debit instruction in the Originator's favour; and (b) the Originator has followed the rules of the Direct Debit Scheme.
- 9.4 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes overdrawn or goes over an agreed overdraft limit (where there is one).
- 9.5 If you wish to cancel a direct debit or a direct debit payment on your Account, you must give a written instruction to the branch where you have your Account. To stop a direct debit payment, your written instruction must reach your Account branch one banking day before the payment is due. If (a) your written instruction to cancel arrives later than that; and (b) we make a direct debit payment which does not comply with your written instruction, we will not be liable to you or anyone else for any loss or expense which results.
- 9.6 Any agreement you have with an Originator is not changed when you cancel a direct debit instruction with us. We have

no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.

- 9.7 You can request a refund of a payment for a period of up to eight weeks from the date that any direct debit payment was made from your Account for a direct debit which is covered by the Republic of Ireland scheme rules only where both:
- (a) the direct debit authorisation did not specify the exact amount of the payment; and
  - (b) the amount of the direct debit payment exceeded an amount you could reasonably have expected.
- 9.8 Despite 9.7 above, you will not be entitled to a refund where:
- (i) you specifically asked us to make the direct debit payment in question; and, where applicable,
  - (ii) information regarding the direct debit payment in question was provided to you either by us or the Originator at least four weeks before the direct debit due date.
- 9.9 Where you request a refund under 9.7 above we will, within ten days, either refund the payment in full or refuse your request and tell you why we refused it.
- 9.10 You can request a refund of a payment for a period of eight weeks from the date that any SEPA direct debit was paid from your Account.
- 9.11 We will refund your Account with the full amount taken, if we establish that an unauthorised direct debit was paid from your Account.
- 9.12 We have no duty to you in relation to goods or services supplied by an Originator.

## 10.0 Standing Orders

- 10.1 A standing order is a written instruction from you to pay a fixed amount from your Account at regular intervals (for example, every week, month, year) to another account held by either you or another person with us or with another financial institution.
- 10.2 You must give us the Sort Code and Account Number (which are explained in Clause 6) of the person that you want to make the payments to. If you like, you can also give us a reference number that we will include with all payments.
- 10.3 You can (a) postpone an individual payment under a standing order; or (b) change or cancel a standing order set up on your Account, by giving a written instruction to the branch where you have your Account by close of business one banking day before the standing order is due to be paid. If (a) your written instruction (to postpone, change or cancel) arrives later than that; and (b) we make a standing order payment which does not comply with your written instruction, we will not compensate you or anyone else for any loss or expense which results.
- 10.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.
- 10.5 If you have an agreement with a payee to pay a sum by standing order, that agreement is not changed if you cancel the standing order. We have no obligation to you or to the payee to make alternative arrangements to pay money you owe the payee.

## 11.0 Incorrect, Disputed or Unauthorised Transactions

- 11.1 If we pay money into or out of your Account by mistake, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand.
- 11.2 You must tell us about any transaction that you did not authorise, or any transaction that was not done correctly, as soon as possible but no later than thirteen months after the date of the transaction.
- 11.3 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that, in the absence of obvious error, these records are evidence of dealings in relation to your Account.
- 11.4 If an unauthorised payment is made from your Account, we will, subject to 11.5 and 11.6 below, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened.
- 11.5 If any unauthorised payments came about because a payment instrument (for example, your card, number or code) was lost or stolen or misused and its loss or theft or misuse was reported to us without delay, the maximum you will have to pay is €75.
- 11.6 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud or gross negligence by you.
- 11.7 If any incorrect transactions on your Account are caused by any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the incorrect transaction had not happened.
- 11.8 We will not be responsible for any losses caused if we make a payment for you that contained an incorrect Account Number and Sort Code (or IBAN and BIC) supplied by you (these things are explained in Clause 6). We will make every reasonable effort to get back any money involved in the transaction for you. We may charge you for any reasonable costs that we have to pay in getting this money back for you.

## 12.0 Account Transaction Fees, Service Charges and Government Duty

- 12.1 We charge account transaction fees for account transactions. These are shown in the Schedule of Fees and Charges. We calculate the amount of your account transaction fees every fee quarter. You can see a list of the

- dates on which we calculate and charge account transaction fees in our Schedule of Fees and Charges. We always have the choice to change these dates.
- 12.2 There are service charges for particular services, for example the sale of bank drafts or when we provide or renew an overdraft facility. We will generally charge them to your Account when we provide the particular service. These are also shown in the Schedule of Fees and Charges.
- 12.3 Our “*Schedule of International Transaction Charges*” shows our charges for international payments, travel money and other services. You can get a copy of this from our branches or on our website: [www.bankofireland.com](http://www.bankofireland.com).
- 12.4 We have a legal duty to collect Government Duty that you owe concerning your Account, for example, duties on cheques, debit and ATM cards.
- 12.5 You permit us to collect from your Account any of the fees, service charges and Government Duty that you owe, on the date or dates we select.

### 13.0 Overdraft Charges, Interest and Surcharges

#### Overdraft Interest

- 13.1 We charge overdraft interest when your Account is overdrawn whether the overdraft is within an agreed overdraft limit or not. Our present overdraft interest rates are set out in the *Table of Personal Overdraft Interest Rates* that accompanies the account application form. It shows you the overdraft interest rate which applies to you.
- 13.2 We can change the overdraft interest rate up or down at any time at our discretion. If we increase the overdraft interest rate we will give you notice as set out in Clause 18.
- 13.3 We normally set the overdraft interest rate by taking into account:-
- Prevailing market rates (but the overdraft interest rate is not linked to these rates),
  - Any special feature of the Account,
  - The risk we attach to an overdraft on the Account.
- This Clause 13.3 does not limit Clause 13.2.
- 13.4 We calculate and charge overdraft interest each interest quarter on the daily overdraft balance cleared for interest rounded to the nearest euro that you owe us (see Clause 14 for an explanation of the “balance cleared for interest”).

#### Overlimit Item Charges

- 13.5 We will charge you an Overlimit Item Charge each time you or someone else carries out a transaction (which we call an “Overlimit Item”) which causes:
- 13.5.1 your Account to be overdrawn where there is no agreed overdraft limit;
- 13.5.2 your Account to go over an agreed overdraft limit where there is one; or
- 13.5.3 money to be taken out of your Account when it is already overdrawn as set out in paragraphs 13.5.1 or 13.5.2.
- 13.6 These are the Overlimit Item Charges at present:
- First Overlimit Item in a fee quarter – no charge.
  - Second and third Overlimit Items in a fee quarter - €3.50 each.
  - Fourth and fifth Overlimit Items in a fee quarter - €5.00 each.
  - Sixth and any further Overlimit Items in a fee quarter - €10.00 each.
- 13.7 We charge an Overlimit Item Charge for each Overlimit Item which means more than one charge can arise on the same day.
- 13.8 We can change the Overlimit Item Charges by giving you notice of the change as set out in Clause 17.
- 13.9 We charge the Overlimit Item Charges based on the balance on your Account as shown in your regular Account statements.

#### Overdraft Interest Surcharges

- 13.10 We will charge you surcharge interest when the following happens:-
- 13.10.1. If there is an unauthorised overdraft on your Account, we will charge surcharge interest from the date your Account first goes overdrawn until the overdraft is repaid in full.
- 13.10.2 If you go over the agreed overdraft limit on your Account if there is one, we will charge surcharge interest on the difference between the agreed overdraft limit and the amount by which your Account is overdrawn. Alternatively, if we write to tell you beforehand, we will charge surcharge interest on the entire amount by which your Account is overdrawn including any overdrawn within an agreed overdraft limit. In either case, we will charge surcharge interest until you reduce the overdraft to within the agreed overdraft limit.
- 13.10.3 If we demand repayment of an overdraft on your Account and you fail to repay it, we will charge surcharge interest from the date of our demand until you repay the overdraft in full. This clause applies even where the overdraft is within an agreed overdraft limit. This clause does not mean we have to demand you to repay an overdraft before we charge you surcharge interest under Clauses 13.10.1 or 13.10.2.
- 13.11 The present rate of surcharge interest is 0.6% for each month or part of a month (which is 7.2% per annum). We charge a minimum of €2.54 in surcharge interest for each month or part of a month.

- 13.12 The surcharge interest rate:-
- 13.12.1 is charged by us in addition to the normal overdraft interest described in Clauses 13.1 to 13.4 and is payable at the same time and in the same way as it;
- 13.12.2 continues to add up before and after any judgement we obtain against you;
- 13.12.3 may be changed by us at any time by giving you notice as set out in Clause 18;
- 13.12.4 is to compensate us for additional risk and for administration and other costs which arise when a customer does not pay us a sum when it is due;
- 13.12.5 is liquidated damages under contract law; and
- 13.12.6 is calculated on the balance on your Account as shown in your regular Account statements.

#### Agreed Overdrafts: Avoiding Overlimit Item Charges and Surcharge Interest

- 13.13 You may be able to avoid paying Overlimit Item Charges and Surcharges by getting an agreed overdraft for your Account from us. You can apply for one at any of our branches or by applying online at [www.bankofireland.com](http://www.bankofireland.com). We never have an obligation to give you an agreed overdraft limit. If we give you an agreed overdraft limit we will (a) send you a credit agreement that will set out the terms and conditions which apply to it; and (b) give you information on the interest rates, fees and charges that apply to it.
- 13.14 If there is a difference between anything in this Clause 13 and any clause in an overdraft credit agreement we send you, the clause in the credit agreement will apply.

#### Overdrafts Repayable on Demand

- 13.15 If your Account is overdrawn you must repay the overdraft in full to us if we demand that in writing. This Clause applies even where the overdraft is within an agreed overdraft limit. If we demand repayment of an overdraft from you we will comply with consumer credit law.

### 14.0 The Balance on Which we Calculate Interest

- 14.1 We calculate the amount of interest we charge you for an overdraft on what we call the “balance cleared for interest” on your Account. In the balance cleared for interest:
- (a) we do not count in the amount of a paper payment paid into your Account until the banking day after it is paid in to your Account; **but**
- (b) we count in the amount of a paper payment on the banking day it is paid in if it is drawn on an account held in one of our branches in the Republic of Ireland.
- 14.2 In your Account statements, online Account details and balances given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 14.1.
- 14.3 This Clause 14 has no effect on Clause 5. For example, it is a mistake to assume a paper payment has cleared for withdrawal just because we count it in the balance cleared for interest.

### 15.0 Joint and Several Liability

- 15.1 If your Account is in the name of two or more persons at any time, each of you is jointly and severally liable. For example, this means that we can ask all or any one of you alone to:
- (a) pay us any money owing to us in connection with your Account; and
- (b) meet any obligation concerning your Account.

### 16.0 Identification

- 16.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:-
- (a) Proof of your identity and your address;
- (b) How you got the money that you wish to pay into your Account; and
- (c) Facts about the person, business or group to whom you wish to pay money from your Account.
- 16.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.

### 17.0 Changes to these Terms and Conditions, Account Transaction Fees and Service Charges

- 17.1 We may add to or change these terms and conditions at any time. We may add new fees and charges or change existing fees and charges at any time.
- 17.2 We will tell you in advance if we add to or change these terms and conditions or if we add new fees and charges or change existing ones. The amount of notice that we will give you will follow the laws and regulations that apply at that time. We will choose the way that we tell you; we can do it by letter, electronic mail, telephone (including recorded message) or by an advertisement in an Irish daily or weekly newspaper.
- 17.3 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this

- contract (there will be no charge for doing this) and close your Account but first you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account.
- 17.4 If you do not ask us to end this contract under Clause 17.3, you are deemed to accept the changes which we tell you about under Clause 17.2 on their effective date.

#### **18.0 Changes to Interest Rates and Surcharges**

- 18.1 We may change any or all of the interest rates, including interest surcharges up or down at any time.
- 18.2 We will tell you of changes in interest rates or surcharges in a way which complies with consumer credit law and PSR. We will choose the way that we tell you this. We can do it by letter, electronic mail, telephone (including recorded message) or by an advertisement in an Irish daily or weekly newspaper. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 18.3 Clause 17 does not apply to changes in interest rates or surcharges.

#### **19.0 Losses and Expenses Caused by Breaking Contract**

- 19.1 If you break these terms and conditions, and that causes us to suffer any loss or have any expense, you will compensate us in full if we ask you.

#### **20.0 Reading this Document**

- 20.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.
- 20.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 20.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.
- 20.4 The index and headings used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.
- 20.5 When a person performs a transaction on your behalf in relation to your Account, these terms and conditions will apply just as if you had performed the transaction yourself. Each reference to "you" in these terms and conditions should be read as such.
- 20.6 A reference to "consumer credit law" means the law, regulations and statutory codes which govern any overdraft you have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.
- 20.7 A reference to a "person" includes a human being, corporation, partnership or organisation.
- 20.8 A reference in the singular includes a reference to the plural and vice versa, where this makes sense (for example, "person" can mean "persons", and "persons" can mean "a person").

#### **21.0 Making a Complaint**

- 21.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, please follow these steps:
- (i) Inform your bank branch about your problem. You can do this by calling in, phoning or writing to the Customer Service Manager of that branch. You also have the choice to make the complaint to our Customer Care Unit by phone on 1850 753 357 on a banking day between 9.00 am and 5.00 pm (+353 1 661 5933 if calling from abroad). You can also write to Customer Care Unit, Bank of Ireland, Head Office, 40 Mespil Road, Dublin 4.
  - (ii) If we have not resolved your complaint within 5 banking days, we will acknowledge it in writing. If the complaint is not resolved within 20 banking days we will give you a written update. If, after a further 20 banking days, we still have not resolved the complaint, we will write to you again to explain the delay and to give you an indication of when we expect to resolve the matter.
  - (iii) When we have completed our investigation, we will write to you with the results.
  - (iv) If you are not satisfied with how we have dealt with your complaint, you may raise it with the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: + 353 1 662 0899, Fax: + 353 1 662 0890, e-mail: enquiries@financialombudsman.ie, website: www.financialombudsman.ie

#### **22.0 Ending this Agreement and Interruption to Services**

- 22.1 You may ask us to close your Account at any time. If you do, these terms and conditions will come to an end once both (a) we have paid you any balance on your Account; and (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, charges and Government Duty).
- 22.2 We may end these terms and conditions and close your Account by giving you two months' notice.
- 22.3 We will comply with consumer credit law if we stop any overdraft facility when we close your Account.
- 22.4 We may close your Account immediately or block any payments from it if:

- (i) you die;
- (ii) you are declared bankrupt or insolvent in Ireland or anywhere else;
- (iii) you have failed security checks;
- (iv) we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
- (v) we are required to do so by law, regulation or direction from an authority we have a duty to obey;
- (vi) the balance on your Account is between zero and €10.00 and you have not carried out an account transaction on it for a period of 24 months or more; or
- (vii) you have breached these terms and conditions.

- 22.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 22.4. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 22.4. We will tell you how the block on your Account can be removed (if it can be).

- 22.6 We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example Act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

#### **23.0 How Irish law applies to this Document**

- 23.1 These terms and conditions and any matter arising from your Account are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them and your Account.
- 23.2 Any references to law or taxation in these terms and conditions are accurate on the print date, and should be read to reflect later changes in the law or taxation.

## Terms & Conditions - Golden Years Current Account

### 1.0 Your Golden Years Current Account

- 1.1 We agree to provide you with a Golden Years Current Account (the "Account") in your name if you are 60 years of age or older and you apply to us for it.
- 1.2 Two people may have a joint Account, if at least one of you is 60 years of age or older and you apply to us for it.
- 1.3 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

### 2.0 Account Transaction Fees and Service Charges

- 2.1 Your Account shall be exempt from account transaction fees and specific other service charges; these exemptions are listed in our Schedule of Fees and Charges. You can get a copy of this brochure from any of our branches or from our website: [www.bankofireland.com](http://www.bankofireland.com).

### 3.0 General Terms

- 3.1 The Golden Years Current Account terms and conditions are in addition to the Personal Current Account terms and conditions.
- 3.2 Words and phrases which are defined in the Personal Current Account terms and conditions have the same meaning when used above.
- 3.3 If there is a difference between a Golden Years Current Account term or condition and a Personal Current Account term or condition, the Golden Years Current Account term or condition shall apply.

## Terms & Conditions - Third Level Student Current Account

### 1.0 Who can apply for a Third Level Student Current Account?

- 1.1 We offer the Third Level Student Current Account (the "Account") to applicants who are aged 25 years of age or younger and are engaged in fulltime third level education or are fulltime in a post-graduate course that lasts at least one academic year.
- 1.2 We have no obligation to offer the Account to applicants who are aged over 25 years of age and are engaged in fulltime third level education or are fulltime in a post-graduate course that lasts at least one academic year. Despite this Clause 1.2, sometimes we do offer the Account to applicants aged over 25. If we do, we can withdraw the Account and apply Clause 1.7 below at any time.
- 1.3 If you meet the conditions set out in 1.1 or 1.2 above, we may also ask that:
  - (i) you give us satisfactory evidence that you are attending Third Level education institution for more than 21 hours each week;
  - (ii) you give us a Central Applications Office ("CAO") number to help us confirm your identity and permanent address (you also agree that your Account is not considered to be open until the CAO verifies your details to us).
- 1.4 You must be aged 18 years or more to be eligible to apply for an agreed overdraft.
- 1.5 To be eligible to apply for a Debit Card, you must either:
  - (i) be aged 18 years or more; or
  - (ii) be aged between 16 years and 18 years and have the written consent and indemnity of your parent or guardian.
- 1.6 You agree that you will no longer be entitled to the features specific to the Third Level Student Current Account on:
  - (i) leaving fulltime third level education; or
  - (ii) reaching the age of 25 years.
- 1.7 You agree that on the date that you are no longer entitled to a Third Level Student Current Account, we will change your Account to our standard Personal Current Account and standard agreed overdraft (if you have one) or to another type of account (or agreed overdraft) that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.
- 1.8 You agree that if we do not enforce Clause 1.7 above or we delay enforcing it, it will not stop us from taking any action to enforce it in the future.
- 1.9 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

### 2.0 Account Transaction Fees and Service Charges

- 2.1 Your Account shall be exempt from account transaction fees and specific other service charges; these exemptions are listed in our Schedule of Fees and Charges. You can get a copy of this brochure from any of our branches or from our website: [www.bankofireland.com](http://www.bankofireland.com).

### 3.0 General Terms

- 3.1 The Third Level Student Current Account terms and conditions are in addition to the Personal Current Account terms and conditions.
- 3.2 Words and phrases which are defined in the Personal Current Account terms and conditions have the same meaning when used above.
- 3.3 If there is a difference between a Third Level Student Current Account term or condition and a Personal Current Account term or condition, the Third Level Student Current Account term or condition shall apply.

## Terms & Conditions - Graduate Current Account

### 1.0 Who can apply for a Graduate Current Account?

- 1.1 We offer the Graduate Current Account (the "Account") to applicants who have graduated from fulltime third level education within the last three years.
- 1.2 You agree that you will be entitled to the features specific to the Account for a period of two years only.
- 1.3 You agree that on the date that you are no longer entitled to a Graduate Current Account, we will change your Account to our standard Personal Current Account and standard agreed overdraft (if you have one) or to another type of account or agreed overdraft that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.
- 1.4 You agree that if we do not enforce the rights we set out in Clause 1.3 above or we delay enforcing it, it will not prevent us from taking any action to enforce it in the future.
- 1.5 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

### 2.0 Account Transaction Fees and Service Charges

- 2.1 Your Account shall be exempt from Account Transaction Fees and specific other service charges; these exemptions are listed in our Schedule of Fees and Charges. You can get a copy of this brochure from any of our branches or from our website: [www.bankofireland.com](http://www.bankofireland.com).

### 3.0 General Terms

- 3.1 The Graduate Current Account terms and conditions are in addition to the Personal Current Account terms and conditions.
- 3.2 Words and phrases which are defined in the Personal Current Account terms and conditions have the same meaning when used above.
- 3.3 If there is a difference between the Graduate Current Account term or condition and a Personal Current Account term or condition, the Graduate Current Account term or condition shall apply.

## Terms & Conditions – ATM Card and Visa Debit Card

- 1.0 Definitions of Terms used in this Document
- 2.0 Using your Card
- 3.0 Protecting your Card and PIN
- 4.0 Making a Payment with your Card
- 5.0 Paying a Retailer using your Card
- 6.0 Loss, Theft or other Misuse of your Card
- 7.0 Fees, Charges and Foreign Currency Transactions
- 8.0 Joint and Several Liability
- 9.0 Ending this Agreement and Interruption to Services
- 10.0 Changes to these Terms and Conditions, Account Transaction Fees and Service Charges
- 11.0 Identification
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### 1.0 Definitions of Terms used in this Document

*Some explanations of common terms used throughout these terms and conditions:*

- 1.1 "Account" means the Personal Current Account or Demand Deposit Account in your name that you hold with us.
- 1.2 "ATM" means an automated teller or cash machine.
- 1.3 "Banking Day" means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday or bank holiday; and "non-Banking Day" means any other day.
- 1.4 "Card" means the Card, personal to you, that we give you to allow you to make payment transactions on your Account.
- 1.5 "Cash-back" means the option available from certain Retailers where in addition to the purchase of goods or services you can obtain Cashback up to €100.
- 1.6 "Chip" means an integrated circuit embedded in the Card.
- 1.7 "Consumer" means any individual that holds a Bank of Ireland Card for personal use not connected with his/her trade, business or profession.
- 1.8 "Contactless" means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card is held close to the card reader rather than inserted into a POS terminal.
- 1.9 "Cut-off time" means the latest time in any Banking Day that we can process a particular Account transaction, request or instruction on that Banking Day.
- 1.10 "Payee" means a person who receives a payment.
- 1.11 "Payer" means a person who makes a payment.
- 1.12 "PIN" means a personal identification number that you use with your ATM or Visa Debit Card.
- 1.13 "POS terminal" means an electronic device which can accept Visa Debit Card transactions.
- 1.14 "PSR" means the European Communities (Payment Services) Regulations 2009 and a "PSR-regulated payment" is a payment in euro or any other European Economic Area (EEA) currency where the payment service providers of both the Payer and the Payee are in the EEA.
- 1.15 "Retailer" means a business that allows you to pay for goods or services using a Visa Debit Card.
- 1.16 "Verified by Visa" means an additional authentication step for Visa Debit Card transactions carried out on the internet for online purchases providing an additional layer of security for online transactions.
- 1.17 "Verified by Visa Password" means your personal password for you to use Verified by Visa at participating online Retailers.
- 1.18 "Visa Debit Card transaction" means an electronic payment using a Card for the purchase of goods or services which can include payment for Cash-back, by you, to a Retailer displaying the Visa logo and/or who is in the Visa Scheme.
- 1.19 "Visa Scheme" means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.20 "we", "us" and "our" means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland and its successors, and legal or equitable transferees or assignees.
- 1.21 "you" and "your(s)" means the person or persons whose name appears on the ATM or Visa Debit Card.

## 2.0 Using your Card

- 2.1 We agree to provide you with a Card in your name. It is for your sole use.
- 2.2 These terms and conditions apply to your Card and tell you how it works.
- 2.3 The following also apply to your Card:
  - (i) Banking law and practice
  - (ii) The Schedule of fees and charges for personal customers
  - (iii) The Terms and Conditions of your Account
- 2.4 You can use your Card with the PIN to withdraw cash from your Account in our branches that provide cash services and at any ATMs displaying a symbol matching the one on your Card i.e. "Visa" or "Bank of Ireland".
- 2.5 If your Card is issued on a Demand Deposit Account it can be used only in Bank of Ireland branches that provide cash services or at any of our own ATMs.
- 2.6 When you receive your Visa Debit Card, you must activate it at one of our ATMs. The activation of your Card is acceptance of these Card terms and conditions.
- 2.7 You may make a payment with your Card only if all these conditions are met:
  - (a) Your Card has not been deliberately altered or defaced in any way.
  - (b) The expiry date on your Card has not passed.
  - (c) The terms and conditions of your Account allow you to withdraw sufficient funds from your Account to meet the payment.
  - (d) The withdrawal limits and point of sale transaction limits which apply to the Card will not be exceeded.
  - (e) You have not broken any of these terms and conditions or any of the terms and conditions of your Account.
- 2.8 We set daily transaction limits for Card transactions. These limits may change from time to time and are available on request at any time. Some ATM providers apply their own limits to cash withdrawals from their ATMs particularly abroad. These limits may be lower than the daily limit set by us.
- 2.9 If you provide incorrect information when making a Card transaction (for example a reference number for a utility company), we are not responsible for any loss caused. We will make all reasonable efforts to recover your funds but we may charge you for any reasonable costs that we incur when doing that.
- 2.10 If you have not used your Card in the last 12 months, we may not automatically reissue you with a Card.
- 2.11 It is important that you make sure you have sufficient funds in your Account to cover any payments you make using the Card. If you do not you may have to pay over limit item charges and interest surcharges and other payments from your Account may be returned unpaid.

## 3.0 Protecting your Card, PIN and Verified by Visa Password

- 3.1 You should sign your Card as soon as you receive it.
- 3.2 You must keep the PIN and Verified by Visa Password secret, memorise them and take the greatest possible care to prevent anyone knowing them or using them fraudulently or without your permission. You should never write down the PIN or the Verified by Visa Password in a place where you also keep the Card or where it can be easily linked to your Card.
- 3.3 You will need your Verified by Visa Password to authenticate online (internet) debit card transactions with participating merchants.
- 3.4 You should always protect your Card and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way.
- 3.5 If your Card is lost or stolen or you think someone knows your PIN, or your Verified by Visa Password, you must contact us immediately.
- 3.6 You are responsible for your Card and you must ensure that you protect it in line with this clause 3.0. If you do not do so, you will be liable for any loss suffered as a result.
- 3.7 We will send Statements, Cards and PIN numbers to the address we have for you. You must tell us immediately in writing if you change your address. If you change your address and do not tell us immediately there is a risk that correspondence from us to you may be intercepted which could result in fraud and it may make it more difficult for us to investigate disputed or fraudulent transactions on your Account.

## 4.0 Making a payment with your card

- 4.1 When you carry out an ATM withdrawal or make a payment using your Card, we deduct the amount from your Account. You cannot stop a Card transaction.
- 4.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or Verified by Visa Password.
- 4.3 When you make a payment using your Card, the balance (or any remaining balance of an agreed overdraft limit<sup>1</sup>) on your Account will usually be reduced immediately by the amount of the transaction. The full details of the card transaction will only appear on the regular Account statement we send you after it has been fully processed by us. However, a record of the Card transaction generally appears immediately on Bank of Ireland 365, ATMs and on

<sup>1</sup> An Overlimit Item Charge may apply. See Schedule of Fees and Charges for Personal Customers for how we do this.

statements which are printed using a branch statement printer.

- 4.4 You should not use your Card to overdraw your Account unless you have agreed this in writing with us beforehand.
- 4.5 If we receive a payment request after the cut-off time we will not process it until the next banking day. There are different cut-off times for different transactions. Please contact us at your branch if you have a query on Cut-off times.
- 4.6 You can use our Pay a Bill service to make payments from your Account using our ATMs to a selection of third party service providers, for example, mobile phone companies. You must register your third-party billing account with us. We ask you for information such as your account number with the third-party service provider and will send that information with your payment whenever you use the service.
- 4.6.1 These conditions apply when you use an ATM to pay a third-party provider
  - (a) We have no obligation to you or the third-party company concerning the service you paid for. You should contact the third-party provider with any queries or dispute about the service they provided.
  - (b) If we do not carry out your ATM instructions correctly (for example, if we send your payment to the wrong provider or send the incorrect amount or details) we will correct our mistake and reverse the transaction but will not compensate you or anyone else if our mistake results in any loss or expense.
- 4.6.2 When you make a mobile phone top-up using an ATM, your instructions are sent to the phone network provider within 30 minutes. The phone network is responsible for ensuring your account is credited correctly.
- 4.7 If (a) a payment from your Account is PSR-regulated; and (b) we receive your payment instruction before the relevant Cut-off time, we will process the payment from your Account on the Banking Day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in euro, we will ensure that the financial institution of the Payee will receive the payment within one Banking Day of D (D+1). If it is a cross-border payment in Sterling, or other EEA Currency (non-euro), we will ensure that the financial institution of the Payee will receive the payment within three Banking Days of D (D+3). The processing time for a paper account transaction will be an extra Banking Day ((D+2) and (D+4)). Any non-PSR-regulated payments may take longer to process.
- 4.8 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.

## 5.0 Paying a Retailer using your Card

- 5.1 When using your Card to make a payment in a retail outlet you may be asked to either enter your PIN or hold your Card against a card reader depending on the payment terminal.

### 5.2 Chip & Pin Transactions

- (i) For transactions which require a Card to be inserted into the POS terminal you will be generally prompted to input your PIN into the POS terminal.

### 5.3 Contactless transactions

- (i) This clause applies when the Card has been enabled by us to allow you to carry out Contactless transactions.
- (ii) You can use the Card to make purchases for small amounts without using the Chip and Pin.
- (iii) When making a payment using a Contactless Card reader you must place your Card against the reader in the retail outlet. The Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert your Card and enter your PIN.
- (iv) There is a limit on the value of each Contactless transaction set by the Visa Scheme. Full details of this limit are contained in the Schedule of Fees and Charges for Personal Customers which is available at any branch of Bank of Ireland or at [www.bankofireland.com](http://www.bankofireland.com).

### 5.4 Cardholder not present transactions

- (i) You may carry out a Visa Debit transaction when you are not in the presence of a Retailer (for example when you are on the telephone or internet). This is called a "Cardholder not present transaction" and the Retailer may record the following details:
  - (1) Your Card number, Card validation (last three digits on the back of your Card) and Card expiry date.
  - (2) Your name, address and telephone number.
  - (3) The address to which goods or services should be delivered.
  - (4) The amount charged, date and time.
- 5.5 (i) If we authorise a payment for you to a Retailer in a Cardholder not present transaction this will immediately reduce the available balance in your Account (including any agreed overdraft if you have one) by the payment amount,
  - (ii) Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available balance on your Account as set out in 5.4(i) above.

## Retailers in general

- 5.6 If a person misuses the information you give in a Cardholder not present transaction (for example any information of the type mentioned in Clause 5.4), we are not liable for any loss you suffer as a result.
- 5.7 To protect you against fraud, we sometimes issue a "referral" message to the Retailer requiring them to verify that it is you using the Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.
- 5.8 If a Retailer refuses to accept the Card because an authorisation is not possible, for example due to problems with electronic systems or because your Card is damaged we are not liable.
- 5.9 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.
- 5.10 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 5.11 We have no obligation to you or the Retailer concerning goods or services provided. You should contact the Retailer if you have any query or dispute about the goods or service they provide.
- 5.12 If a Retailer refuses to accept or honour your Visa Debit Card or the Retailer makes an error in the transaction or processing it, for example debiting funds from your Account in error we are not liable.

## 6.0 Loss, Theft or other Misuse of your Card

- 6.1 You must tell us immediately if your Card is lost or stolen, if you suspect your Card has been used without your permission or if your PIN or Verified by Visa becomes known to someone else. You must inform us by contacting your branch or by telephoning 1850 333 333 or +353 1 2893737. We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the Card again.
- 6.2 You can limit your own losses if you tell us immediately when your Card has been lost, stolen or used without your permission. The same applies if you believe someone else knows your PIN or Verified by Visa Password.
- 6.3 If you use your Card as a Consumer, you are liable for only €75 in unauthorised transactions carried out on your Account before you reported the issue.
- 6.4 You are not liable for any transactions carried out after you report an issue with your Card.
- 6.5 You will be liable for the full amount of the unauthorised transactions if they were made:
- (a) because of any fraud or gross negligence by you.
  - (b) the Card was lost or stolen and the PIN/Verified by Visa Password became available to the finder or thief or someone else had access to the Card
  - (c) someone possesses the Card with your consent and uses it or gives it to someone else; or
  - (d) you do not co-operate fully with us or others in any investigation concerning the theft or loss of the Card or any attempt to retrieve it.

## 7.0 Fees, charges and foreign currency transactions

- 7.1 We charge to your Account any fees, charges and Government Duty that apply to your Card. Full details of fees and charges are set out in our Schedule of fees & charges for personal customers and our Schedule of International Banking Charges. You can get copies of these from our branches or on our website: [www.bankofireland.com](http://www.bankofireland.com).
- 7.2 We may change our fees and charges by giving you notice and we will notify you in a way allowed by law or banking regulations (See Clause 10.).
- 7.3 If you carry out a non-euro transaction on your Card, it is converted into euro at an exchange rate set by us (in the case of some ATM cash transactions) or as determined by the Visa Scheme on the Banking Day we take it from your Account.
- (i) A cross border handling fee is payable for non-euro purchases and ATM transactions. However we do not apply a cross border handling fee at our ATMs for non euro cash withdrawals.
  - (ii) The cross border handling fee is distinct from commission we may charge as set out in 7.4.
- 7.4 At some of our ATMs we allow you to withdraw non euro currency. We may charge commission on non euro transactions carried out at our ATMs. We do not charge commission:
- (a) when you withdraw Sterling from our own ATMs in Northern Ireland; or
  - (b) when you withdraw Sterling from our own ATMs in UK Post Office locations
- Full details are set out in the Schedule of Fees and Charges for Personal Customers and our Schedule of International Banking Charges.

## 8.0 Joint and Several Liability

- 8.1 If your Account is held in the name of two or more persons at any time, each of you is jointly and severally liable. For example, this means that we can ask all or any one of you alone to:
- (a) pay us any money owing to us in connection with your Account or use of the card
  - (b) meet any obligation concerning your Account or use of the card

## 9.0 Ending this Agreement and Interruption to Services

- 9.1 You may ask us to end these terms and conditions at any time. But before the terms and conditions can be ended, you must:
- (a) pay everything you owe us in relation to the Card (for example, charges and Government Duty)
  - (b) destroy any Card you hold by cutting vertically through the chip or magnetic strip and return it to us at PO Box 4965, Dublin 18
- 9.2 We may end this agreement immediately or block any payments on your Account if:
- (i) you die
  - (ii) you are declared bankrupt or insolvent in Ireland or elsewhere
  - (iii) you have failed security checks
  - (iv) we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent
  - (v) we are required to do so by law, regulation or direction from an authority we have a duty to obey
  - (vi) you have breached these terms and conditions or the Account terms and conditions; or
  - (vii) your Account is overdrawn without an agreed overdraft permission or is operating in excess of your agreed overdraft permission.
- 9.3 We do not have to notify you beforehand if we end this agreement or block your Account for any reason listed in Clause 9.2. We are not liable to you or anyone else if we block your Account for any reason listed in Clause 9.2. We will tell you how the block on your Account can be removed (if it can be).
- 9.4 We do not have to provide ATM facilities at all times or during particular hours and we may withdraw any of our ATM facilities at any time.
- 9.5 We are not liable for:
- (a) delay, interruption, error or failure of ATM or Card services, for example for scheduled maintenance
  - (b) interruption to services not within our reasonable control, for example an Act of God, a failure of electrical power, industrial action, industrial disputes or the failure of technical equipment or software
  - (c) any loss caused by an unavailable or broken ATM

## 10.0 Changes to these Terms and Conditions, Account Transaction Fees and Service Charges

- 10.1 We may add to or change these terms and conditions at any time. We may add new fees and charges or change existing fees and charges at any time.
- 10.2 We may amend or alter any facility on your Card at any time.
- 10.3 We will tell you in advance if we add to or change these terms and conditions or if we add new fees and charges or change existing ones or amend or alter any facility on your Card. The amount of notice that we will give you will follow the laws and regulations that apply at that time. We will choose the way that we tell you; we can do it by letter, electronic mail, telephone (including recorded message) or by an advertisement in an Irish daily or weekly newspaper.
- 10.4 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and return the Card to us but first you must pay us any charges or Government Duty that you already owe in connection with your Card.
- 10.5 If you do not return the Card to us you are deemed to accept the changes which we tell you about under Clause 10.3 on their effective date.

## 11.0 Identification

- 11.1 We have obligations under law and regulations concerning the prevention of money laundering and terrorist financing as well as complying with taxation requirements. This means we may require you to produce evidence as to your identity, current permanent address, source of funds lodged or proposed to be lodged to the Account.

## 12.0 Waiver

- 12.1 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.

## 13.0 Reading this Document

- 13.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.
- 13.2 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited by these examples.
- 13.3 The index and headings used in these terms and conditions are there to assist you and do not form part of the legal agreement between you and us.
- 13.4 A reference to a "person" includes a human being, corporation, partnership or organisation.

- 13.5 A reference in the singular includes a reference to the plural and vice versa, where this makes sense (for example, "person" can mean "persons", and "persons" can mean "a person").

#### 14.0 Disputes or Unauthorised Transactions

- 14.1 If there is a dispute about your Account or Card, you accept that the records kept by us or on our behalf are sufficient evidence of your Card's use. If a transaction is made using your Card with the PIN, the card reader in a Contactless transaction or the Verified by Visa service, you agree that we can conclude that the transaction was made by you.
- 14.2 You should check your postal statement on receipt and contact us without delay if you think there is any unauthorised or incorrectly executed transaction on your Account. If you are registered with Bank of Ireland 365 we recommend you check your Account transactions regularly and report any disputed transactions, errors or omissions to us without delay. Delay means we may not be able to compensate you for any loss you may have suffered as a result of disputed or unauthorised transactions.

#### 15.0 Making a Complaint

- 15.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint please follow these steps:
- (i) Inform your bank branch about your problem. You can do this by calling in, phoning or writing to the Customer Service Manager of that branch. You also have the choice to make the complaint to our Customer Care Unit by phone on 1850 753 357 on a Banking Day between 9am and 5pm (The number is +353 1 661 5933 if calling from abroad). You can also write to Customer Care Unit, Bank of Ireland, Head Office, 40 Mespil Road, Dublin 4.
  - (ii) If we have not resolved your complaint within five Banking Days, we will acknowledge it in writing. If the complaint is not resolved within 20 Banking Days, we will give you a written update. If, after a further 20 Banking Days, we still have not resolved the complaint, we will write to you again to explain the delay and to give you an indication when we expect to resolve the matter.
  - (iii) When we have completed our investigation, we will write to you with the results.
  - (iv) If you are not satisfied with how we have dealt with your complaint, you may raise the matter with the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: + 353 1 662 0899, Fax: + 353 1 662 0890, e-mail: enquiries@financialombudsman.ie, website: www.financialombudsman.ie.

#### 16.0 How Irish law applies to this Document

- 16.1 These terms and conditions and any matter arising from the Card or your Account are governed by the laws of the Republic of Ireland. The courts of the Republic of Ireland have exclusive jurisdiction in connection with them.
- 16.2 Any references to law or taxation in these terms and conditions are accurate on the print date but are to be read to reflect later changes in law or taxation.

## Terms & Conditions - Bank of Ireland 365 phone and online banking services

- 1.0 Definitions of Terms used in this Document
- 2.0 Accounts
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*Clauses 1 to 18 of this agreement apply to both the 365 phone services and the 365 online services*

#### 1.0 Definitions of Terms used in this Document

*Some explanations of common terms used throughout these terms and conditions:*

- 1.1 "365 Online" means our internet banking service.
- 1.2 "365 Phone" means our telephone banking service.
- 1.3 "365 PIN" means a personal identification number you use to access the services.
- 1.4 "Account" means your account with us in respect of which we provide the services.
- 1.5 "banking day" means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday or bank holiday; and "non-banking day" means any other day.
- 1.6 "BIC" means the Bank Identifier Code used to identify the bank internationally. It is also known as the SWIFT Address.
- 1.7 "cut off time" means the latest time in any banking day we can process an instruction (see Clause 1.12) on that banking day.
- 1.8 "day of access" means the day you use our services.
- 1.9 "Designated Account" means an account you designate for receiving funds transferred from your Account. The Designated Account can be in your name or in another person's name. It cannot be an account we tell you is excluded. Before you can make a payment to a designated account, you must register it using the the Security Code (see Clause 1.13) we will provide.
- 1.10 "Future Dated Payment" means a payment scheduled to go through on a future date (see Clause 4.7).
- 1.11 "IBAN" means an International Bank Account Number that identifies the country, branch and account number of any account.
- 1.12 "Instruction" means any instruction you give us to pay money into or from your Account, or to carry out another service.
- 1.13 "Security Code" means a unique seven-digit one time activation code which we give you.
- 1.14 "Person" means a human being, corporation, partnership or organisation.
- 1.15 "PSR" means the European Communities (Payment Services) Regulations 2009 and a "PSR regulated payment" is a payment in euro or any other European Economic Area (EEA) currency, where the payment service providers of both the payer and payee are in the EEA.
- 1.16 "Security Device" means any number, code or security measure we require you to use, such as the 365 PIN, Security Code and customer password information.
- 1.17 "Service" and "Services" means 365 Online and 365 Phone and includes:-
  - a) showing you your Account balance;
  - b) giving you information about your transactions;

- c) setting up and viewing Standing Orders;
  - d) viewing Direct Debit details;
  - e) the cheque search facility;
  - f) funds transfers to Designated Accounts;
  - g) a bill pay service which you can use to pay certain utility bills;
  - h) requesting account statements for current, savings and loan accounts;
  - i) mobile phone top-ups;
  - j) registering mortgage, savings and investment accounts.
- 1.18 "Terms and Conditions" means this document.
- 1.19 "User ID" means a unique 365 online user identification code we give you.
- 1.20 "we", "us" and "our" means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland, and its successors, and legal or equitable transferees or assignees.
- 1.21 "you" and "your(s)" means the person or persons in whose name(s) the Account is held.

## 2.0 Accounts

- 2.1 We make the services available to our personal customers.
- 2.2 These terms and conditions apply to the services and tell you how they work.
- 2.3 When you use a service, you accept these terms and conditions.
- 2.4 You cannot use these services unless:
- a) the Account is in your name;
  - b) you are the beneficial owner of the money in the Account (this means, for example, you do not hold the money on behalf of someone else);
  - c) the Account is in euro;
  - d) you have sent us a mandate for the Account and we are satisfied with it;
  - e) you have accessed the services by authenticating the 365 PIN that we have given you (and completing any other procedure we ask you).

## 3.0 Mandates

- 3.1 These terms and conditions can change the mandate you have given us for your Account, but only as much as is needed to allow us provide services.
- 3.2 We do not have to check the mandate before we provide a particular service.

## 4.0 Domestic Payments

- 4.1 A domestic payment is a payment of euro by you from your Account to a designated account within the Republic of Ireland. It includes the payment of some bills.
- 4.2 We let you know how to register for our domestic payment services. We can change the way you register for these services at any time.
- 4.3 We keep a record when you register to make domestic payments and when you instruct us about this type of payment. You agree that our records are good evidence of your registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 4.4 You cannot use the domestic payment service to transfer money from any loan or credit card account you have with us or one of our subsidiaries.
- 4.5 If you use the domestic payment service to pay money into a loan account or credit card account you have with us, you agree that you must contact us to establish the correct balance on that account. You cannot rely on your own calculations.
- 4.6 Maximum transaction and daily limits apply to the amount you can pay from your Account in any banking day using our domestic payment service. We can change these limits at any time. Details of the current limits are available when you use the service.
- 4.7 If you instruct us to carry out a payment transaction on a future date, it is a "Future Dated Payment". We will process any Future Dated Payments on the date you give us. If it is not a banking day, we will process it on the next banking day. If you instruct us to make two or more Future Dated Payments for the same future date, we will process them in the same order in which you gave us the payment instructions.
- 4.8 We accept payment instructions at any time. If you give us a payment instruction to pay money from your Account, we treat the payment instruction as given on the banking day ("D") on which we actually get it, so long as it is received by us before 3.30pm (the cut off time for domestic payments). If we receive it after 3.30pm it will be treated as received by us on the next banking day. If the payment is in euro and PSR-regulated we will ensure the payee's bank is paid within one banking day of D. If it is a cross-border payment in Sterling, or another EEA Currency (non-euro), we will ensure the payee's bank is paid within three banking days of D.
- 4.9 Any non-PSR-regulated payment may take longer to process.
- 4.10 The financial institution where the Designated Account is held controls payment into that account. We are not

responsible for that.

- 4.11 If you give us a payment instruction to pay money to a designated account held by us, we pay it on the banking day we get your payment instruction.

## 5.0 Security and Authentication

- 5.1 We give you a 365 PIN number which is unique to you (the "365 PIN"). You will need to use it whenever you use a service.
- 5.2 We may also give you a unique 365 online user identification code ("User ID"). If we ask you for this code, you must give it to us.
- 5.3 We may ask you to answer security questions, or to use another security device, before allowing you use a service.
- 5.4 You must keep the 365 PIN, User ID and any other security device secret. You must not write down or record any of them in a way that would let someone else use any of them against your will
- 5.5 If you know or suspect your 365 PIN, User ID or other security device is known by someone who should not know it, you must tell us straight away. Phone us at 0818 365 365.

## 6.0 When we Act on your Instructions

- 6.1 You permit us to act on any instruction you give us or which appears to have been given by you. You cannot withdraw this permission.
- 6.2 Once an instruction is received with the correct security devices, you agree that we can act on it. You understand we do not make any more security checks.
- 6.3 You can ask us to cancel or amend an instruction, but we do not have to do so.
- 6.4 If we receive an instruction that does not have the information that we need to identify the designated account, for example an Account Number, Sort Code, (or IBAN and BIC), we may refuse to process it. We will tell you if we refuse to process an instruction for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 6.5 We can refuse to process an instruction if you do not have enough money in your Account (or enough unused agreed overdraft limit on your account) to make the payment. We will not be liable to you or anyone else for any loss or expense this causes.
- 6.6 Sometimes we use the Society for Worldwide Interbank Financial Telecommunications (SWIFT) to carry out an instruction from you to transfer funds to a domestic or international payee. SWIFT is based in Belgium and has centres in Europe and the United States of America. Your transaction data can be stored for a time in these centres. You consent to this under the Data Protection Act 1988 as amended.

## 7.0 Joint and Several Liability

- 7.1 If your Account is held in the name of two or more persons at any time, any of you can use the services. Each of you who want to use the services must register and apply for your own separate 365 PIN, User ID and any other security devices required.
- 7.2 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from any of you. This means we can ask all or any one of you alone to pay us any money owing to us and meet any obligation arising from these terms and conditions or any instruction any of you give us.

## 8.0 Recording

- 8.1 We record the instructions you give us. If there is a dispute between you and us concerning the services, you agree to accept these records as accurate (unless it is clear we made a mistake).

## 9.0 Account Balances

- 9.1 When you use 365 Online or 365 Phone, we will include the following things in the Account balance that we provide on that day of access:
- 9.1.1 The amount in the Account at close of business on the banking day before the day of access; and
  - 9.1.2 (for information only) the value of all payments in or out of your Account which are made (or where value is due to be paid) on the day of access.
- 9.2 If you use 365 Online or 365 Phone to find out the balance on your Bank of Ireland Visa and Master Card Accounts, we will tell you the balance on the Account at close of business one banking day before the day of access. We will not include the things mentioned in Clause 9.1.2. This Clause 9.2 is an exception to Clause 9.1.
- 9.3 We make every reasonable effort to ensure the information we give you about the balance on your Account when you use 365 Online or 365 Phone is accurate and complete. However:
- 9.3.1 The information we give you when you use 365 Online or 365 Phone is not conclusive evidence of the state of your Account (if you need a conclusive statement, please contact your branch);
  - 9.3.2 We will not compensate you or anyone else for any loss or expense which occurs as a result of any inaccuracy in information we give you through 365 Online or 365 Phone.

## 10.0 Cancelling a Direct Debit

- 10.1 If you wish to cancel a direct debit or a direct debit payment on your Account, you must instruct us by close of business one banking day before the payment is due. If your instruction arrives later than that and we make a direct debit payment which does not comply with your instruction, we will not be responsible for any loss or expense caused to you or anyone else.

## 11.0 Charges

- 11.1 We can introduce charges for the services but, if we do, we will tell you before we introduce them. The amount of notice that we will give you will follow the laws and regulations that apply at that time.
- 11.2 We charge an account transaction fee for each payment transaction on Current Accounts. These are shown (for personal current accounts) in our *Schedule of Fees and Charges for Personal Customers*, which is available from your branch or online at [www.bankofireland.com](http://www.bankofireland.com).
- 11.3 Our *Schedule of International Transaction Charges* shows our charges for international payments, travel money and other services. It is available from your branch or online at [www.bankofireland.com](http://www.bankofireland.com).
- 11.4 We can change our fees or charges at any time, but will tell you before we do and the amount of notice that we will give you will follow the laws and regulations that apply at that time.

## 12.0 Changes to these Terms and Conditions, and to the Services

- 12.1 We may add to or change these terms and conditions at any time, for example, to meet new regulatory requirements or to enhance security.
- 12.2 We may remove or change a service or add a new one at any time.
- 12.3 We may introduce fees or change the fees and charges we apply.
- 12.4 We will tell you in advance if we make any of these changes.
- 12.5 The amount of notice that we will give you will follow the laws and regulations that apply at that time.
- 12.6 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this), but first you must pay us any charges that you already owe relating to the services or these terms and conditions.
- 12.7 If you do not ask us to end this contract under Clause 12.6, you are deemed to accept the changes which we tell you about under Clause 12.4 on their effective date.
- 12.8 We may change our rules concerning the services (for example transaction limits or daily limits) at any time and without telling you in advance. We will, however, always notify you about these changes.

## 13.0 Our Responsibilities

- 13.1 If we make a mistake when we carry out your instruction, we will correct that mistake. If necessary, we will pay money into your Account and correct our records of your Account. The amount we pay will ensure that your Account is restored to the way it would have been if we had processed the instruction correctly.
- 13.2 Sometimes, we may not be able to provide you with a service because of circumstances beyond our control, for example:
- an Act of God;
  - strikes and industrial action;
  - electricity failure, surges or fluctuation;
  - failure of telephones, telephone systems, email, the internet, or of other electronic equipment (including software and networks).
- 13.3 Sometimes, the services may not be available or may not work properly despite our reasonable efforts to maintain them.
- 13.4 We are not liable to you or anyone else for any loss or expense caused if the services are not available or are not working properly for a reason set out in Clauses 13.2 and 13.3.
- 13.5 We will not be responsible for any losses caused if we make a payment in accordance with an instruction and that instruction contained an incorrect Account Number or Sort Code (IBAN or BIC) supplied by you. We will make every reasonable effort to get back any money involved in the transaction, but we may charge you for any reasonable costs that we have to pay.

## 14.0 Your Responsibilities

- 14.1 If a person (who is not you or one of you where the account is in your joint names) carries out an unauthorised transaction on your Account, you must tell us as soon as possible, but no later than 13 months after the date of the transaction.
- 14.2 If an unauthorised transaction is made from your account, we will refund your Account and (if necessary) will correct our records of your Account. The amount we pay will ensure that your Account is restored to the way it would have been if the unauthorised transaction had not happened.
- 14.3 Despite Clause 14.2:-
- You will be liable for the full amount of the unauthorised transaction if it was made because of any fraud or

gross negligence by you.

- If any unauthorised payments came about because a security device (for example a 365 PIN) was lost, stolen or misused, the maximum you will have to pay is €75, once you had reported the loss, theft or misuse to us without delay.
- We have no obligation to compensate you or anyone else for any loss or expense caused because you breach these terms and conditions. For example, the accidental or deliberate disclosure of your 365 PIN or other security device.

## 15.0 Reading this Document

- 15.1 Each of these terms and conditions is separate from the others. If any of them is illegal or cannot be enforced, the rest will remain in full force and effect.
- 15.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 15.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The scope of these terms and conditions is not limited to these examples.
- 15.4 Headings used in these terms and conditions are there to assist you and do not form part of the legal agreement between you and us.

## 16.0 Making a Complaint

- We want to provide you with excellent customer service at all times. If you wish to make a complaint, please follow these steps:
- Raise the complaint by calling 0818 365 365 and speaking with a Customer Service agent. Alternatively, contact the Customer Service Manager of your branch in person, on the phone or in writing. You also have the choice to make the complaint to our Customer Care Unit by phoning 1850 753 357 on a banking day between 9am and 5pm. (The number is +353 1 661 5933 if calling from abroad.) You can also write to Customer Care Unit, Bank of Ireland, Head Office, 40 Mespil Road, Dublin 4.
  - If we have not resolved your complaint within five banking days, we will acknowledge it in writing. If the complaint is not resolved within 20 banking days, we will give you a written update. If, after a further 20 banking days, we still have not resolved the complaint, we will write to you again to explain the delay and to give you an indication of when we expect to resolve the matter.
  - When we have completed our investigation, we will write to you with the results.
  - If you are not satisfied with how we have dealt with your complaint, you may raise it with the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: +353 1 6620899, Fax: +353 1 6620890, e-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie), website: [www.financialombudsman.ie](http://www.financialombudsman.ie).

## 17.0 Ending this Agreement

- 17.1 You may ask us in writing to end this agreement at any time. If you do, these terms and conditions will come to an end once you have paid everything you owe us in relation to the services, and these terms and conditions.
- 17.2 We may end this agreement and stop a service or services by giving you two months' notice.
- 17.3 We may end this agreement immediately, stop the services or block any payments if:
- you die;
  - you are declared bankrupt or insolvent in the Republic of Ireland or anywhere else;
  - you have failed security checks;
  - we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;
  - we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - you have breached these terms and conditions.
  - you have breached the terms and conditions of any of your Bank of Ireland accounts.
- 17.4 We do not have to notify you beforehand if we stop or block the services for any reason listed above. We are not liable to you or anyone else if we stop or block the services for any reason listed above. We will tell you how the stop or block on the services can be removed (if it can be).

## 18.0 How Irish law applies to this Document

- 18.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them and the services.
- 18.2 Any references to law or taxation in these terms and conditions are accurate on the print date, and should be read to reflect later changes in the law or taxation.

The following clauses 19 to 22 only apply to 365 online services

#### 19.0 365 online

- 19.1 You can use the following services on 365 Online:
- the services defined in Clause 1;
  - viewing statements for Credit Card Accounts;
  - customising Current Account statements on screen, for example, to list categories of transactions carried out over the previous 11 months; and
  - the services described in Clauses 20 to 22.
- 19.2 *Instructions, Time Lag.* We can only act on your instructions when we get them. You acknowledge and agree there may be a time lag between the time you instruct us online and when we get that instruction, and we can take no responsibility for that.
- 19.3 *Suitable Equipment.* It is up to you to maintain suitable equipment to enable you use 365 Online, for example, a computer with an internet connection and appropriate security software.
- 19.4 *Security.* We put reasonable IT security measures in place. We cannot, however, guarantee the privacy or security of any information that concerns you and passes over the internet. This is because of the nature of the internet. If you use 365 Online, you acknowledge and accept these risks. For example, you acknowledge it is possible for a person to intercept or interfere with e-mails.
- 19.5 *Our Website.* You use our website at your own risk. Our website gives you information and nothing in it is:
- an offer as understood in contract law
  - an invitation to invest
  - an invitation to take investment, financial or banking services from us.
- 19.6 *Copyright.* We claim copyright in the contents of our website. You cannot copy or use any of this content by any means unless we agree in writing beforehand.

#### 20.0 International Payments

- 20.1 An international payment is a payment by you from your account to a designated account outside the Republic of Ireland. We will advise you how to register for the international payment service. We can change the way you register for these services at any time. We will decide if a proposed designated account may be registered to receive international payments from you.
- 20.2 If we do agree to do this, you must give us the other person's IBAN and BIC, and any other information we need to register that person's account as a Designated Account.
- 20.3 We keep a record when you register for our international payment services and give us instructions relating to them. You agree our records are good evidence of your registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 20.4 Before you can make your first international payment to a designated account, we will require you to authenticate that designated account using a security code, which we will give you.
- 20.5 You cannot use the international payment service to transfer money from any loan account or credit card account you have with us or one of our subsidiaries.
- 20.6 If you use the international payment service to pay money into a loan account or credit card account you have with us, or one of our subsidiaries, you agree that you must contact us, or our subsidiary, to establish the correct balance on your loan or credit card account. You cannot rely on your own calculations.
- 20.7 Maximum transaction and daily limits apply to the amount you can pay from your Account in any banking day using our international payment service. We can change these limits at any time. Details of the current limits are available when you use the service.
- 20.8 We accept international payment instructions at any time. If you give us an international payment instruction to pay money from your Account, we treat the international payment instruction as given on the banking day ("D") on which we actually get it, so long as it is received by us before the cut off time for that international payment. If we receive it after the cut off time it will be treated as received by us on the next banking day.  
If the payment is in euro and PSR-regulated we will ensure the payee's bank is paid within one banking day of D. If it is a cross-border payment in Sterling or another EEA currency (non-euro) we will ensure the payee's bank is paid within three banking days of D.
- 20.9 If the international payment is not PSR regulated, we may take more time to pay it to the payee's bank.
- 20.10 The financial institution where the Designated Account is held controls payment into that account. We are not responsible for that.
- 20.11 If we need to convert one currency to another to carry out your instruction, we will use our foreign exchange rates. We will tell you what they are when you give us your instruction.

#### 21.0 Mobile phone top-up

- 21.1 You can use our mobile phone top-up service to ask us to send top-up payments to your mobile phone service provider. This service may not be available for all providers. A list of those providers that accept top-up payments using this service is available on 365online.com.
- 21.2 When you register with us for this service, we will ask you for certain information, for example your phone and/or account number with the mobile phone service provider. We will send this information and your payment to your provider whenever you use this service.
- 21.3 We will keep a record when you register for our mobile top-up service and when you give us a mobile top-up instruction. You agree our records are good evidence of any such registration or top-up instruction (unless it is clear we made a mistake). You also agree we can assume any registration or top-up instruction comes from you.
- 21.4 When you register for the service, you must ensure you give us correct information. We will not be responsible for any incorrect payments made if the information you give us is not correct. If we make a mistake, we will correct it and restore your account to the way it would have been if the mistake had not been made.
- 21.5 Your mobile phone service provider controls the addition of value to your mobile phone account. We are not responsible for that. We are only responsible for ensuring that your provider is paid as you instructed.
- 21.6 If you have any query or are unhappy with the service being provided by your mobile phone service provider, please contact them. We have no responsibility for that service.

#### 22.0 Standing Orders

- 22.1 You can set up standing orders on your Current Account using 365 Online. We require you to register this with us first and to verify your registration using a security code, which we will give you.
- 22.2 We keep a record when you register for a standing order and give us instructions about it. You agree our records are good evidence of any such registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 22.3 If you wish to cancel a standing order or standing order payment, you must instruct us by close of business one banking day before the payment is due. If your instruction arrives later than that and we make a standing order payment which does not comply with your instruction, we will not be responsible for any loss or expense caused to you or anyone else.

