

#### 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 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.
- 10.3 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 this) and return the Card to us but first you must pay us any charges or Government Duty that you may already owe in connection with your Card.
- 10.4 If you do not ask us to end this contract under Clause 10.3, you are deemed to accept the changes which we tell you about under Clause 10.2 on their effective date.

#### 11.0 Reading this Document

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 When a person performs a transaction on your behalf in relation to your Account, these terms and conditions apply just as if you had performed the transaction yourself. Each reference made to "you" in these terms and conditions should be read as such.
- 11.6 A reference to a "person" includes a human being, corporation, partnership or organisation.
- 11.7 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").

#### 12.0 Disputes or Unauthorised Transactions

- 12.1 If there is a dispute about your Account, 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, you agree that we can conclude that the transaction was made by you.

#### 13.0 Making a Complaint

- 13.1 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: ww.financialombudsman.ie.

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

- 14.1 These terms and conditions and any matter arising from 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 and your Account.
- 14.2 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 the law or taxation.

Bank of Ireland is regulated by the Central Bank of Ireland.

Bank of Ireland 

# Laser/ATM terms and conditions

[www.bankofireland.ie](http://www.bankofireland.ie)

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## Terms & Conditions – ATM Card and Laser Card

### 1.0 Definitions

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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 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 "BIC" means the Bank Identifier Code used to identify the bank internationally. It is also known as the SWIFT Address.
  - 1.5 "Card" means the Card, personal to you, that we give you to allow you to make payment transactions on your Account.
  - 1.6 "Cash-back" means the option available from certain Retailers where in addition to the purchase of goods/services you can obtain cash-back up to €100.
  - 1.7 "Cirrus" means an international banking system operated by MasterCard International.
  - 1.8 "Consumer" means any individual that holds a Bank of Ireland Card for personal, use not connected with his/her trade, business or profession.
  - 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 "Laser" means an electronic service that enables you to pay for goods and services in Irish businesses using a card. You can also withdraw cash from your account (Cashback) when making a payment. The term "Laser transaction" refers to any payment or Cashback transaction using your card.
  - 1.11 "Maestro" means MasterCard International's global online debit programme supporting a range of payment solutions.
  - 1.12 "payee" means a person who receives a payment.
  - 1.13 "payer" means a person who makes a payment.
  - 1.14 "PIN" means a personal identification number that you use with your ATM or Laser Card.
  - 1.15 "POS terminal" means an electronic device which can accept Laser or Maestro transactions.
  - 1.16 "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.
  - 1.17 "Retailer" means a business that allows you to pay for goods or services using a Laser Card.
  - 1.18 "Sort Code" means the 6 digit code that identifies a particular bank and bank branch within the Republic of Ireland.
  - 1.19 "we", "us" and "our" means the Governor and Company of Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland and its successors, and legal or equitable transferees or assignees.
  - 1.20 "you" and "your(s)" means the person or persons in whose name(s) the ATM or Laser Card is held.

### 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 These 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.
- 2.5 If your Card is issued with a 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 If your Card carries a Cirrus symbol, you can withdraw cash at ATMs worldwide that show the Cirrus logo.
- 2.7 When you receive your Card, you must activate it by using it at one of our ATMs.
- 2.8 We set a daily cash withdrawal limit on your Card. This limit may change at any time, so you should consult your branch to find out the limit that applies. You should be aware that some ATM providers apply their own limits to cash withdrawals from their ATMs. These limits may be lower than the daily limit set by us.
- 2.9 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. First, you must register your third-party billing account with us. We ask you for information such as your account number with that third-party service provider. We then send that information with your payment whenever you use the Pay a Bill service.
  - 2.9.1. These conditions apply when you use an ATM to pay a third-party provider (for example, with the Pay a Bill service):
    - (a) We have no obligation to you or to the third-party company concerning the service you pay for. You should contact the third-party provider if you have any query or dispute about the service they provide.
    - (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. However, we will not compensate you or anyone else if our mistake results in any loss or expense.
  - 2.9.2. 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.
- 2.10 If you provide incorrect information when making a Card transaction (for example, if you provide an incorrect Account Number), 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.
- 2.11 When you use your Card in a retail outlet, you must present the card to the retailer. The retailer processes your transaction on a POS terminal and you must enter the correct PIN.
- 2.12 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 which apply to the Card will not be exceeded.
  - (e) You have not broken any of these terms and conditions.
  - (f) The amount of a Laser transaction is not more than €1,500.
  - (g) The total amount of Maestro transactions does not exceed €1,500 in a 24-hour period (00.00 to 23.59).
- 2.13 You may make a Laser transaction when you are not in the presence of a retailer (for example, by post, telephone or internet). This is called a "cardholder not present transaction". When you make a cardholder not present transaction, the retailer may record the following details:
  - (1) Your Card number, Card validation (the 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.

### 3.0 Protecting your Card and PIN

- 3.1 You should sign your Card as soon as you receive it.
- 3.2 You must keep the PIN secret, memorise it and take the greatest possible care to prevent anyone knowing it or using it fraudulently. You should never write down the PIN in a place where you also keep the Card. 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.
- 3.3 If your Card is lost or stolen or you think someone knows your PIN, you must contact us immediately.
- 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.
  - 4.2 You cannot stop a Card transaction.
  - 4.3 You should make sure that a Card transaction is correct before you enter your PIN.
  - 4.4 When you make a payment using your Card, the balance (or any remaining balance of an agreed overdraft limit) on your Account will usually be reduced immediately by the amount of the transaction. A transaction appears on your regular Account statement we send you only after it has been fully processed by us. However, a Card transaction generally appears immediately on Bank of Ireland 365 and on statements which are printed in a branch.
    - 1Overlimit Item Charges may apply. See Schedule of Fees and Charges for Personal Customers
  - 4.5 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 crossborder 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.
  - 4.6 You should not use your Card to overdraw your Account unless you have agreed this in writing with us beforehand.
  - 4.7 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 transactions. Please contact us at your branch if you have a query on cut-off times.

### 5.0 Paying a Retailer using your Card

- 5.1 It is generally necessary for a retailer to receive an authorisation from us before it can take money from your Account. The amount available in your Account (including an agreed overdraft, if you have one) is then reduced by the payment amount.
- 5.2 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.
- 5.3 We are not liable if a retailer refuses to accept the Card, for example, because an authorisation is not possible due to problems with electronic systems or because your Card is damaged.
- 5.4 If a retailer refunds a payment amount, we will credit the amount to your Account when we receive confirmation of the refund from the retailer.
- 5.5 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 it provides.

### 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 becomes known to someone else. You can 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. You can limit your own liability 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 number. 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.
- 6.2

- 6.3 You are not liable for any transactions carried out after you report an issue with your Card.
- 6.4 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.
- 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. We will notify you in a way allowed by law or banking regulations (See Clause 10.2).
  - 7.3 If you make a cash non-euro transaction on your Card, it is converted into euro at an exchange rate set by us or MasterCard International.
  - 7.4 We convert the amount of a non-euro Maestro transaction to euro using the exchange rate set by MasterCard International on the banking day we take it from your Account. You should be aware that you are charged a crossborder handling fee for a non-euro Maestro transaction. This fee is set out in the Schedule of Fees and Charges for Personal Customers.
  - 7.5 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) for Cirrus transactions.Full details are set out in the Schedule of Fees and Charges for Personal Customers.
  - 7.6 We charge a cross border handling fee on non euro Cirrus transactions at ATMs that are not ours. The cross border handling fee is distinct from commission we charge under Clause 7.5. 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
    - (b) meet any obligation concerning your Account
- 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 Ground Floor, New Century House, Mayor Street Lower, IFSC, Dublin 1.
  - 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
  - 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. 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