

# Terms and Conditions

365 Phone and  
Digital Banking -  
Northern Ireland and  
Great Britain

Effective from 13 January 2018

Bank of Ireland  UK

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Clauses 1 to 25 of this agreement are the General Terms, the relevant sections of which will apply to the Services, or any of them, where made available via 365 phone, 365 online, Bank of Ireland Mobile Banking or Bank of Ireland Tablet Banking. Clause 26 applies only to Bank of Ireland Mobile Banking and Clause 27 applies only to Bank of Ireland Tablet Banking. The terms and conditions below apply to the Services and tell you how they work. When you use a Service, you are deemed to accept these terms and conditions.

## **1.0 Definitions of terms used in this Document**

- 1.1 “365 phone” means the Bank’s telephone banking service.
- 1.2 “365 PIN” means the unique Personal Identification Number which the Bank will provide to the Customer as a means of accessing the Services.
- 1.3 “365 online” means our internet banking service accessed via a web browser.
- 1.4 “Account” means any account or accounts designated in pounds sterling held by the Bank in Northern Ireland or Great Britain in the name of the Customer(s) in respect of which the Services (as defined below) are available.
- 1.5 “Account Information Service Provider” or “AISP” means an authorised third party which provides a service that allows you to see details of your accounts with different providers in one place.
- 1.6 “Bank” means Bank of Ireland (UK) plc trading as ‘Bank of Ireland UK’ and having its registered office at Bow Bells House, 1 Bread Street, London, EC4M 9BE.
- 1.7 “Bank of Ireland App” means any of our applications that can be downloaded and which allow access to Bank of Ireland Mobile Banking or Bank of Ireland Tablet Banking.
- 1.8 “Bank of Ireland Mobile Banking” or “BOIMB” means the online system which allows you to access and use certain Services using a Bank of Ireland App on your mobile device, and which includes Pay to Mobile. Any reference herein to Bank of Ireland Mobile Banking or BOIMB shall be deemed to also refer to Pay to Mobile where the reference so requires.
- 1.9 “Bank of Ireland Tablet Banking” or “BOITB” means the online system which allows you to access and use certain Services using a Bank of Ireland Tablet App on your tablet device.
- 1.10 “Banking Day” or “Banking Day of Access” means the periods of time in any day during which, (1) where the Customer account is domiciled in Great Britain, the Bank is generally open for business in Great Britain, and (2) where the Customer account is domiciled in Northern Ireland, the Bank is generally open for business in Northern Ireland and “non-Banking Day” shall be construed accordingly.
- 1.11 “BIC” means Bank Identifier Code used to identify the Bank internationally. It is also known as the SWIFT address.
- 1.12 “Customer” and “Customers” means those of the Bank’s personal and business customers to whom the Services are offered.
- 1.13 “Cut-Off Time” means 4.30pm on any Banking Day. Any payment instruction received after 4.30pm on a Banking Day will be deemed to have been received on the next Banking Day.
- 1.14 “Designated Accounts” means the Accounts and Third Party Accounts nominated by the Customer for the purpose of executing a funds transfer. The categories of information required in respect of the Designated Accounts are as prescribed by the Bank from time to time. The Customer acknowledges that certain Accounts may not be suitable for categorisation as Designated Accounts.
- 1.15 “Digital Banking” means our various online banking services which can be accessed via 365 online, Bank of Ireland Mobile Banking and Bank of Ireland Tablet Banking. Any reference to Digital Banking herein shall be deemed to include a reference to 365 online, Bank of Ireland Mobile Banking and/or Bank of Ireland Tablet Banking as the reference so requires.
- 1.16 “Domestic Payment” means a payment in sterling within the UK.
- 1.17 “Eligible Accounts” means an Account for which eStatements are available in electronic format.
- 1.18 “eStatements” means any document or statement provided or made available in electronic format.
- 1.19 “Future Dated Payment” means requests for the funds transfer/bill payment service to Designated Accounts

where the request for the service is made in advance of the requested date of payment.

- 1.20 “General Terms” means clauses 1 to 25 inclusive.
- 1.21 “IBAN” means the International Bank Account Number that identifies the country, branch and account number of any Account.
- 1.22 “Instruction” means any instruction given to us by you or a TPP to pay money from your Account, access information about your Account(s), or to carry out another Service.
- 1.23 “International Transfer” means a payment to a Designated Account outside the UK.
- 1.24 “Microenterprise” means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as defined in Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC as may be amended from time to time.
- 1.25 “Mobile Device” means a communications device capable of accessing the Services using the Bank of Ireland App.
- 1.26 “Pay to Mobile” means sending a payment to another of our customer’s Accounts or receiving a payment from another of our customer’s using a mobile phone number. Details of this service are set out at Clause 26 below.
- 1.27 “Person” means an individual, body corporate, partnership, association, governmental or local authority or agency or other entity or organisation.
- 1.28 “Payment Initiation Service Provider” or “PISP” means an authorised third party which provides a service that allows that third party to pass payment instructions to us on your behalf in relation to your Account(s).
- 1.29 “Security Code” means a unique seven (7) digit activation code sent by the Bank to the Customer required to set up certain Services.
- 1.30 “Security Credentials” means those security credentials (or a combination of them as may be amended by the Bank from time to time) required for access to the Services and currently including the 365 User ID, 365 PIN, Security Code, User ID and Customer password information.
- 1.31 “Services” includes, but may not be limited to, the following services, some or all of

which are available via 365 phone and Digital Banking:

- a. information on Account balances;
- b. information on Account transactions;
- c. view, cancel or amend standing orders on an Account;
- d. cancel direct debits on an Account;
- e. cheque search from the last statement date on a Current Account;
- f. domestic funds transfer between Designated Accounts in the UK;
- g. payment of those categories of bills in respect of which the Customer has effected registration with the Bank as listed at Clause 6.2 of these Terms and Conditions (which may be amended or extended by the Bank from time to time) (the “Bill Payment Service”);
- h. statement request in respect of Current, Savings and/or Loan Accounts; and
- i. pay to Mobile.

The Services may be altered by the Bank from time to time at its discretion.

- 1.32 “Third Party Account(s)” means the account(s) of a third party to which the Customer wishes to make a payment/deposit.
- 1.33 “TPP” means an AISP and/or a PISP (as the case may be).
- 1.34 “UK” means the United Kingdom of Great Britain and Northern Ireland.
- 1.35 “User ID” means a unique identification code supplied by the Bank to the Customer. Any reference to “we”, “us” and “our” in these Terms and Conditions means Bank of Ireland UK and its successors, and legal or equitable transferees or assignees and any reference to “you” and “your(s)” means the person or persons in whose name(s) the Account is held.

## **2.0 Security**

- 2.1 While all reasonable security precautions have been taken by the Bank, the nature of communication by the Internet is such that the Bank cannot guarantee the privacy or confidentiality of any information relating to the Customer passing over the Internet. In accessing Bank of Ireland Digital Banking and in availing of the Services, the Customer accepts that electronic mail messaging may not be free from interference by third parties and may not remain confidential. The use of the Bank’s Digital Banking services is at the Customer’s sole risk.

- 2.2 You must maintain suitable equipment to enable you to use digital banking services, for example, a computer with a suitable browser and up-to-date security software.
- 2.3 You use our Digital Banking services at your own risk and nothing in these Terms and Conditions is, or shall be construed to be:
  - a. an offer as understood in contract law;
  - b. an invitation to invest;
  - c. an invitation to take investment, financial or banking services from us.

### 3.0 Security/Authentication

- 3.1 The Bank will provide the Customer with a 365 PIN, which must be provided on request and in the form requested on each occasion the Customer accesses the Services. In addition, the User ID must be provided where relevant and additional security questions may be posed by reference to the password information provided by the Customer to the Bank for this purpose. Any further Security Credentials prescribed by the Bank from time to time must also be furnished, as required by the Bank.
- 3.2 After your initial registration we will never contact you to request your security details and we will not ask anyone else to do so on our behalf. If you receive such a request you must not supply your security details in any circumstances, and should report such activity to us immediately.
- 3.3 The Customer must:
  - a. keep the Security Credentials secret at all times and never share them with anyone, other than with a TPP to the extent required in order for the TPP to provide its services to the Customer;
  - b. not record the Security Credentials or hold them in a form or manner which would be intelligible or otherwise accessible to an unauthorised person; and
  - c. notify the Bank without delay via the Freephone number listed on [www.bankofirelanduk.com](http://www.bankofirelanduk.com) should they either suspect or become aware that the Security Credentials (or any of them) have become known or available to an unauthorised person.

You can learn more about online security by visiting the Security section within 365 online.

### 4.0 eStatements

- 4.1 When you register for 365 online you will have access to eStatements on your Eligible Accounts. Eligible Accounts may vary from time to time and at our discretion.
- 4.2 eStatements will be provided at the same time and frequency as paper statements and correspondence.
- 4.3 eStatements can be viewed, saved or printed in PDF format. It is your responsibility to view the eStatement in a safe and private place and to close the separate screen view when you have finished.
- 4.4 eStatements will be stored by us and accessible by you for a period of up to seven (7) years from the date they become available. You can at any time during this period download or print and retain copies of eStatements. If you close an Eligible Account with us, or terminate this Agreement, the relevant eStatements will no longer be available. You should download or print any eStatements required prior to closing any Eligible Account or terminating this Agreement. If you request a paper copy of an eStatement a duplicate statement fee may be applied.
- 4.5 We will notify you by email when a new eStatement is available. You may opt out of email notification. It is your responsibility to update email address if it changes.
- 4.6 You may opt out of or back into receiving paper statements for Eligible Accounts at any time by giving us two (2) banking days' notice.
- 4.7 You agree that any reference to documents or statements in these Terms and Conditions, your Accounts terms and conditions or any other terms and conditions agreed between us shall include a reference to eStatements as the reference so requires.
- 4.8 The provisions of Section 11 of these Terms and Conditions DO NOT apply to any Account balance or transaction details provided on an eStatement. An eStatement may be considered conclusive evidence of the state of your Eligible Account.

### 5.0 Accounts

- 5.1 The Bank is offering the Services to those of its Customers who hold an Account(s) subject to the terms and conditions set out hereunder, as same may be amended or varied from time to time (these "Terms and

Conditions”). Usage of the Service indicates the Customer’s agreement to be bound by these Terms and Conditions.

- 5.2 It is a pre-condition to the provision of the Services (other than the viewing of statements/ transactions on Credit Card accounts) that:
- a. the Customer is the legal and beneficial holder of the Account(s);
  - b. the Bank has been provided with an authority from the Customer (“Mandate”) to operate the Accounts.

To the extent to which the provision of the Services (or any of them) necessitates an alteration or amendment of the terms of the Mandate, the terms of the Mandate are hereby deemed to be amended to that extent only. The Bank shall not be responsible for verifying the existence or the terms of the Mandate.

- 5.3 If you select and appoint a person to use these Services:
- a. it is your sole responsibility to make such a selection and appointment and you must satisfy yourself as to the suitability and integrity of the person chosen;
  - b. you agree that we shall not be liable to you or anyone else for any loss or expense as a result of us acting on the instructions of the person chosen by you to use these Services and that we can deal with that person as if he or she were you for the purposes of these terms and conditions;
  - c. any change in the identity of the person authorised to use these Services must be notified to us in writing by completing a new 365 mandate. Such notice will be treated as effective by us from the time of receipt;
  - d. you authorise us to (but we do not have to) suspend transactions on the Account where in our sole discretion we reasonably believe we have:
    - i) unclear authority from you or the person authorised to use the Services on your behalf; or
    - ii) contradictory instructions in relation to the operation of the Services or the Account from two or more of the Directors, Secretary, partners, officials or persons whom we believe to be in a position of authority and we are authorised to maintain this suspension until you give a new

and clear authority in the form of a 365 mandate, or in another form acceptable to us.

This Clause is an exception to Clause 5.3(c); and e. some of the Services forming part of the 365 Phone and/or Digital Banking may not be available to you as we may advise you from time to time.

- 5.4 The Customer may access the Services on authentication of the 365 PIN provided by the Bank.

## 6.0 Domestic Funds Transfer/ Bill Payment Service

6.1 Registration for domestic funds transfer/ bill payment service shall be in the manner prescribed by the Bank from time to time, and the record maintained by the Bank of the registration, or instructions which have been (or reasonably appear to the Bank to have been) issued by the Customer to amend the registration, shall be prima facie evidence of such registration. Previous use of the Services by the Customer to authorise a domestic payment transfer will constitute relevant authority in respect of such accounts.

- 6.2 The list of accepted recipients for the Bill Payment Service is as set out hereunder (this list may be amended by the Bank from time to time on notice to the Customer):
- a. Bank of Ireland UK MasterCard;
  - b. Bank of Ireland UK Visa.

Where the Bank is not a party to the provision of any of the above services by the service provider any and all inquiries and/or disputes in respect of those services should be directed by the Customer to the relevant service provider. Queries in respect of credit cards and charge cards should be directed to the relevant card issuer.

6.3 The Bank may refuse to act on any Instruction (as defined in Clause 8.1 below) without liability to the Customer where sufficient cleared funds are not available or where an agreed overdraft facility is not in place on the Account (where applicable) or where such overdraft facility (if in place) would be exceeded if the Bank acted on the Instruction.

6.4 Customers may register to effect payments by means of a funds transfer to Designated Accounts (other than the list set out at 6.2 above) within the UK. Payments will not be

- permitted to a new Designated Account until such registration is verified by means of a Security Code issued by the Bank to the Customer.
- 6.5 Funds transfers are not permitted from Loan Accounts or from Credit Card Accounts. Where a funds transfer is made to a Loan Account the resultant balance on the Loan Account may not be taken as conclusive evidence between the Bank and the Customer of the state of the Loan Account. The Customer accepts that where conclusive evidence of the state of the Loan Account is sought he/she must contact his/her branch of the Bank to ascertain the correct balance.
- 6.6 Domestic funds transfers to Designated Accounts are subject to transaction and other limits. Details of these limits are available from the Bank and may be altered by the Bank at its discretion from time to time.
- 6.6.1 Where Future Dated Payments are requested they shall be processed according to date order. Where two or more Future Dated Payments are requested for the same date they shall be processed in the order in which they were requested by the Customer. If, for any reason, we are unable to process a Future Dated Payment, we will notify you within the Payments Pending section.
- 6.7 Whilst customers may send instructions to the Bank 24 hours a day, every day of the year, in respect of payments out of an Account, (debit payments), the date of receipt of such payment instructions ("D") will be that Banking Day on which the payment instruction is actually received by the Bank prior to the cut-off time. The payee bank will be credited within one (1) Banking Day of the date of receipt by the Bank of said payment instruction (D+1).
- 6.8 Notwithstanding the provisions of 6.7 above, where the payee bank is the Bank, all such payment instructions will be processed on the same Banking Day.
- 7.0 International Transfers**
- 7.1 Payments may be in sterling or another currency and available options will be shown on screen when the international transfer service is used. Customers must register for the international transfer service and the Bank may change the registration process for this service at any time.
- 7.2 The Customer must provide the IBAN and BIC (or equivalent account details), and any other information required to register a proposed Designated Account. If an account cannot be registered as a Designated Account, the Customer will be advised.
- 7.3 Records are kept of Customers' registrations for international transfer services and instructions relating to them. The Customer agrees that such records are good evidence of registration or instruction (unless it is clear the Bank made a mistake).
- 7.4 New Designated Accounts must be authenticated prior to any International Transfer using a Security Code sent to the Customer by post or any other means agreed between the Bank and the Customer.
- 7.5 The international transfer service cannot be used to transfer money from any loan account or credit card account with the Bank or one of its subsidiaries.
- 7.6 Where the international transfer service is used to pay money into a loan account or credit card account with the Bank or one of its subsidiaries the resultant balance may not be taken as conclusive evidence of the state of the loan or credit card account.
- 7.7 Maximum transaction and daily limits apply to the amount that can be paid from an account in any Banking Day using the international payment service. These limits can be changed at any time. Details of the current limits are shown on screen when the international transfer service is used.
- 7.8 International transfer instructions may be given at any time. The date of receipt of such instruction will be that Banking Day ("D") on which the instruction is actually received by the Bank prior to the Cut Off Time. If the payment is in sterling or euro the payee's bank will receive it within one Banking Day of D. If it is a cross-border payment within the EEA in an EEA currency other than sterling or euro the payee's bank will receive it within four Banking Days of D.
- 7.9 Transfers to other countries and/or in other currencies may take longer to reach the payee's bank.
- 7.10 On receipt of the transfer, the payee's bank is responsible for payment into the payee's account.

## 8.0 Acting on Instructions

- 8.1 The Customer irrevocably authorises the Bank to act upon all instructions received in respect of the Services, whether submitted via 365 Phone or Digital Banking (once accompanied by the appropriate Security Credentials(s)) which have been or appear to the Bank to have been issued by the Customer or by a TPP on the Customer's behalf, without taking any further steps to authenticate such instructions ("the Instructions" and each an "Instruction").
- 8.2 All debiting Instructions shall constitute a liability of the Customer. The Bank may refuse to act on any Instruction if the Instruction does not contain the IBAN and BIC number, or sort code and account number, or any other necessary unique identifier of the payee. In the event that the Bank refuses to process any such Instruction, the Bank will advise the Customer accordingly. The Customer may cancel or amend any Instruction given pursuant to these Terms and Conditions provided that the Instruction has not already been effected by the Bank.
- 8.3 Once an Instruction is received with the correct Security Credentials, the Customer acknowledges and agrees that the Bank can act on it. The Customer understands that the Bank does not make any more security checks.
- 8.4 The Customer can consent to a payment transaction on an Account through a PISP by following the procedures required by such PISP for this purpose. If the Bank receives an instruction from a PISP to initiate a payment on an Account, the Bank will treat this as an instruction from the Customer. The Customer can also allow an AISP to access details of an Account by following the procedures required by such AISP for this purpose. If the Bank receives an instruction from an AISP to access information about an Account, the Bank will similarly treat this as an instruction from the Customer.
- 8.5 A TPP must hold an appropriate form of authorisation to provide certain payment services in respect of your Account(s). The Bank may refuse to process a payment transaction or a request for account information from a TPP where we know, or have reasonable grounds to suspect, that you have not authorised us to process the

transaction or request from the TPP, or that the request from the TPP may be fraudulent. If we can identify the TPP, we will contact you as soon as possible by the means we deem appropriate, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.

## 9.0 Joint Accounts

- 9.1 If your Account is held in the name of two or more persons at any time, any one of you may, acting alone, be able to use the Services (or any of them). 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 Credentials required.
- 9.2 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 given to us.
- 9.3 Any and all covenants, agreements, indemnities and provisions in these Terms and Conditions shall have effect as if they were joint and several covenants, agreements, indemnities and provisions by any such persons.

## 10.0 Recording

- 10.1 The Bank shall record Instructions received by way of the Services and, in the event of any dispute arising in relation to any Instructions or alleged Instructions, the record so kept by the Bank shall be prima facie proof of such Instructions or alleged Instructions for the purpose of determining such dispute.

## 11.0 Account Balances

- 11.1 The Customer accepts that information on Account balances (other than Visa and MasterCard Accounts) on the Banking Day of Access is comprised of:
- the balance as at close of business on the Banking Day prior to the Banking Day of Access; and
  - all cheques due for value on the Banking Day of Access, standing orders, all automated debits and credits due for value on the Banking Day of Access; and



- c. debits and credits made by use of Branch terminals and the ATM network or any other electronic money transfer system.
- 11.2 All transactions included under paragraph (b) and (c) above are for information purposes only and the Customer hereby acknowledges that their status will not be confirmed until close of business on the Banking Day of Access.
- 11.3 The Customer accepts that information on Account balances for Bank of Ireland UK Visa and MasterCard Accounts consists of the balances set at close of business on the Banking Day prior to the Banking Day of Access.
- 11.4 The information available by means of the Services (where applicable) shall not be taken as conclusive evidence between the Bank and the Customer of the state of the Accounts and while the Bank shall use all reasonable endeavours to ensure the accuracy and completeness of all such information, the Bank shall not be liable for any loss incurred or damage suffered by the Customer by reason or in consequence of any such information.

## **12.0 Direct Debits**

- 12.1 The Customer may request the cancellation of any direct debit set up on an Account at any time. The Customer is responsible for ensuring that any such cancellation Instruction is issued in good time and the Bank shall have no liability to the Customer in respect of any payment made by the Bank on foot of a valid direct debit mandate where the Instruction to cancel the said mandate was not received by the Bank at any time up to and including the day the item has been paid.

## **13.0 Charges**

- 13.1 The Bank may decide (subject to appropriate regulatory approval) to introduce a charge for operating the Services. Notice of the introduction of such a charge will be given to Customers by whatever means allowed by law or regulation the Bank in its discretion deems appropriate before the charges take effect. Unless the Customer advises otherwise, the Bank will debit the Customer's current account with any charges for Services should such charges be introduced. In such circumstances the Customer shall be free to dissolve this

contract with the Bank and in so doing shall forthwith discharge all and any outstanding liabilities to the Bank. In the absence of any prior notice to the contrary, the Customer will be deemed to have accepted such revised Terms and Conditions with effect from their notified effective date.

- 13.2 Where applicable, standard Bank charges will be levied in respect of individual transactions/services in accordance with the Bank's then current schedule of fees and charges. Details of these fees and charges are as set out in the Bank's Schedule of Fees and Charges which are available from any branch of the Bank and on [www.bankofirelanduk.com](http://www.bankofirelanduk.com) (NI) or [www.bank-of-ireland.co.uk](http://www.bank-of-ireland.co.uk) (GB).
- 13.3 We do not levy any additional charges for Bank of Ireland Mobile Banking or Bank of Ireland Tablet Banking, however your mobile network operator may charge you for using or accessing the mobile network service. Any charges applied by your mobile network operator are beyond our control and you should refer to your mobile network operator for details of such charges.

## **14.0 Changes to these Terms and Conditions, and to the Services**

- 14.1 These Terms and Conditions, the available Services, and any associated limits or requirements, may be altered by the Bank at its discretion from time to time and will be altered by the Bank to comply with any regulatory directive or to enhance the security of the Services provided. Any such alteration shall become effective 2 months after notice of such alteration has been provided to the Customer by whatever means allowed by law or regulation the Bank, in its discretion, deems appropriate. In such circumstances the Customer shall be free to dissolve this contract with the Bank and if so doing shall forthwith discharge all and any outstanding liabilities to the Bank. In the absence of any prior notice to the contrary, the Customer will be deemed to have accepted such revised Terms and Conditions with effect from their notified effective date.

## **15.0 Limitation of Liability**

- 15.1 The Bank shall not be liable for any delays, interruptions, errors or failures in the provision of the Services that are not

within the reasonable control of the Bank including events of force majeure, those caused by failure or fluctuation of electrical power, industrial action, industrial disputes, breakdown or other malfunctions of the Customer's or the Bank's telephone or other technical equipment, including software. Additionally, the Bank shall not be liable, either in contract or in tort, for any loss or damage claimed to have arisen as a result of the non-availability, non-functioning or malfunctioning of the Services or otherwise in connection therewith.

- 15.2 In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, the Bank will refund the amount of such incorrectly executed transaction and will restore an Account to the state it would have been in had the incorrectly executed transaction not taken place.
- 15.3 The Bank shall have no liability to the Customer in respect of any transaction which is effected by the Bank in accordance with an incorrect unique identifier (sort code, account number, IBAN or BIC) supplied by the Customer. The Bank will, however, make all reasonable efforts to recover the funds involved in such transaction. The Bank may charge the Customer in respect of all reasonable costs incurred in recovering the funds on behalf of the Customer.
- 15.4 Subject to the Customer's full compliance with these Terms and Conditions, the Bank shall accept liability for the non-execution or defective execution of a funds transfer between Designated Accounts or other bill payment, limited to the amount of the unexecuted or defectively executed transaction.

## **16.0 Customer Liability**

- 16.1 The Customer must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised transaction. To report an unauthorised transaction, you may contact us free of charge via the Freephone number listed on our website [www.bankofirelanduk.com](http://www.bankofirelanduk.com).
- 16.2 In the event of an unauthorised transaction out of an Account, the Bank will, subject to Clause 16.3, 16.4 & 16.5 below, refund the amount of such unauthorised transaction and will restore the Account to the state it

would have been in but for the unauthorised transaction. It shall be the responsibility of Customers who are not personal customers or Microenterprises to demonstrate to the satisfaction of the Bank that any such transaction was actually unauthorised or incorrectly executed.

- 16.3 Where any unauthorised transactions arise as a result of fraud on the part of the Customer or as a result of the Customer, with intent or gross negligence failing to use the Security Credentials in accordance with these Terms and Conditions, failing to notify the Bank of the loss, theft, misappropriation of the Security Credentials without undue delay or failing to take reasonable steps to keep the Security Credentials safe, the Customer shall be liable for the full amount of such unauthorised transactions.
- 16.4 The liability of the Customer who is a personal customer or a Microenterprise will be limited to £35 for losses which occur during the period of unauthorised use of the Security Credentials which starts when it is detectable that the Security Credentials, or any of them, have been lost, stolen or misappropriated and ends when the Customer notifies the Bank. If the Customer is a personal customer or Microenterprise and the loss, theft or misuse of any security credential was not detectable to you or you were not in a position to become aware of the loss, theft or misuse of your security credentials, then the Customer will have no liability. If you are not a personal customer or Microenterprise your liability is unlimited.
- 16.5 The Bank shall have no liability whatsoever in respect of any loss or damage suffered by any person as a result of the Customer's breach of any of these Terms and Conditions.
- 16.6 Without prejudice to the generality of the above, the Bank shall have no liability whatsoever in respect of any loss suffered by the Customer as a result of their breach of Clause 3.0 by way of knowingly, negligently or recklessly disclosing the Security Credentials or any of them.

## **17.0 Severance**

- 17.1 Each of the provisions of these Terms and Conditions is severable from the others and if at any time any one or more of such provisions, not being of a fundamental nature, is or becomes illegal, invalid or

unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

## 18.0 Waiver

- 18.1 No time or indulgence which the Bank may extend to the Customer nor any waiver by the Bank of any breach by the Customer of any provision of these Terms and Conditions shall affect the Bank's rights and powers there under.

## 19.0 Jurisdiction

- 19.1 The Terms and Conditions shall be governed by, and construed in accordance with, the laws of England & Wales. For the benefit of the Bank, the Customer hereby submits to the jurisdiction of England & Wales in relation to any claim or proceedings under these Terms and Conditions. Where the Account is held in Northern Ireland, these Terms and Conditions shall be governed by the laws of Northern Ireland and the Courts of Northern Ireland will have jurisdiction. Where the Account is held in Scotland, these Terms and Conditions shall be governed by Scottish law and the Scottish Courts will have jurisdiction. The Customer further irrevocably submits to any other jurisdiction in which it has assets and hereby waives any objections to any claim that any suit, action or proceedings have been brought in an inconvenient forum.

## 20.0 Termination

- 20.1 The Customer may terminate this Agreement at any time on notice to the Bank.
- 20.2 The Bank may terminate this Agreement at any time on two (2) months' notice to the Customer.
- 20.3 In addition to the right to terminate as set out above, and without any liability to the Customer, the Bank reserves the right to block the use or operation of the Services in circumstances where;
- there is a reasonable suspicion of unauthorised or fraudulent activity;
  - there has been a breach of these Terms and Conditions by the Customer; or
  - there has been a breach of terms and conditions of any of the Customer's Bank of Ireland UK accounts.
- 20.4 The Bank may terminate this Agreement or block the use or operation of the Services

immediately on the death, bankruptcy or other act of insolvency of the Customer or in the event of the Customer having failed security checks in a manner which the Bank deems unacceptable.

- 20.5 If you close your current account(s), you may no longer be able to use the Services. If you have any queries, please contact 365 on 0345 736 5555.

## 21.0 Funds Transfer/Payments Timing

- 21.1 The Customer avails of the funds transfer and/or Bill Payment Service in the knowledge that Instructions are only effective at the time of their receipt by the Bank and that there may be a time lag between the transmission of Instructions over the Internet and their receipt by the Bank.
- 21.2 Customers may register to effect payments by means of a funds transfer to Designated Accounts (other than the list set out at Clause 6.2 above) within the UK. Payments will not be permitted to a new Designated Account until such registration is verified by means of a Security Code issued by the Bank to the Customer.

## 22.0 Standing Orders

- 22.1 The Customer may register to set up standing orders on any Account which is a current account. Any such newly registered standing order will not be activated until such registration is verified by means of a Security Code issued by the Bank to the Customer.
- 22.2 The Customer may request the amendment or cancellation of any standing order set up on an Account at any time. The Customer is responsible for ensuring that any such amendment or cancellation Instruction is issued in good time and the Bank shall have no liability to the Customer in respect of any payment made by the Bank on foot of a valid standing order mandate where the Instruction to amend or cancel the said mandate was not received by the Bank at any time before the end of the working day preceding the date on which the funds are being debited from your account.

## 23.0 Suitable Facilities

- 23.1 The Customer will, at the Customer's own expense, provide and maintain facilities suitable for gaining access to the Services (as communicated by the Bank to the Customer from time to time).

## 24.0 Digital Banking

- 24.1 The information provided on the other page(s) of the Bank's Digital Banking services is not intended to constitute an offer or solicitation of investment, financial or banking services to Customers and is provided for information purposes only.
- 24.2 The Bank claims copyright over the information contained in and the contents of its Digital Banking services, which may not be copied, transmitted, converted, transcribed or reproduced without the prior written consent of the Bank.

## 25.0 The Financial Ombudsman Service

- 25.1 The Bank is a member of the Financial Ombudsman Service. If you are not satisfied with any aspect of our service or products please contact your Relationship Manager or Customer Service Manager directly. They will be pleased to help you and explain our complaints procedure in more detail. A copy of our complaints procedure is available on request.

## 26.0 Bank of Ireland Mobile Banking

The provisions of this Clause 26 relate to the use of Bank of Ireland Mobile Banking (BOIMB) and supplements the general terms which apply to 365 online (the "General Terms"). BOIMB is a form of online banking, and all Services provided, and instructions processed, via BOIMB are provided and processed in accordance with the relevant provisions of the General Terms. If you do not use BOIMB, this clause does not apply to you.

- 26.1 In order to use BOIMB you must be a registered 365 online user, and must have downloaded the Bank of Ireland Mobile Banking App from the relevant app store. You will then be able to access BOIMB, and the available Services, using your 365 security credentials.
- 26.2 Because BOIMB gives you access to your accounts, you must keep your mobile device secure and close the BOIMB app if you are not using it. The conditions relating to Security set out in your General Terms equally apply in relation to use of the BOIMB App.
- 26.3 If you suspect that someone else knows your User ID, PIN or other security credentials you must contact us immediately

by calling us on the number displayed in our branches or on your statements or advised to you from time to time. You may also contact us free of charge via the Freephone number listed on our website [www.bankofirelanduk.com](http://www.bankofirelanduk.com) If you fail to do so, you may be liable for any unauthorised transactions on your account which are as a result of your security credentials becoming known to someone else.

- 26.4 We will not be liable to you for any losses you suffer or costs you incur because:-
- you are unable to access or use BOIMB for any reason or there is a delay in its use;
  - any device, hardware or software you use in connection with the BOIMB App is damaged or corrupted or fails to work;
  - BOIMB does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
  - you did not receive any SMS notifications in a timely manner; or
  - there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.
- 26.5 From time to time updates to the BOIMB App may be issued and depending on the update, you may not be able to use BOIMB until you have downloaded the latest version of the app and accepted any new terms.
- 26.6 BOIMB uses cookies and similar technologies ('cookies') when you register, to authenticate you when you use the service, and to generally improve your experience on BOIMB. By using BOIMB, you accept our use of cookies as set out in our privacy policy. Certain services, such as the ATM/branch Locator, also make use of location data sent from your mobile device. If you use these services, you consent to our transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your mobile device or on the BOIMB app.
- 26.7 If you download the BOIMB App, you do so at your own risk, and we make no representation, and give no warranty, as to the functionality or suitability of the BOIMB App which is provided "as is". We also

grant you a non-exclusive licence to use the BOIMB App solely for the purposes of using the mobile banking services. You agree that all intellectual property rights in and to the BOIMB App are and remain the property of Bank of Ireland UK and you agree that you shall not copy, modify or adapt the BOIMB App in any way. The licence granted above will expire upon termination of this Agreement by either of us. You are deemed to have accepted this licence and the terms of the licence by downloading the BOIMB App to your Mobile Device.

26.8 Whilst we put reasonable IT security measures in place, we cannot guarantee the privacy or security of any information that concerns you, and passes over the internet, or via mobile networks. If you use BOIMB, you acknowledge and accept these risks.

The following sections of Clause 26 only apply to Pay to Mobile:

26.9 Pay to Mobile allows you to make payments to or receive payments from other Bank of Ireland UK customers. All payment instructions received by us via Pay to Mobile are processed in accordance with the relevant provisions of the General Terms.

26.10 To send and receive Pay to Mobile payments, you must have completed the following:

- registration for 365 online services;
- registration of your mobile phone number using a Security Code;
- download of the Bank of Ireland Mobile App;
- registration of your mobile phone number and the Account you would like to receive Pay to Mobile payments into on 365 online services (not the Bank of Ireland Mobile App). We can change the way you register for these services at any time.

26.11 To receive Pay to Mobile payments only, you must have completed the following:

- registration for 365 online services;
- registration of your mobile phone number using a Security Code;
- registration of your mobile phone number and the Account you would like to receive Pay to Mobile payments into on 365 online services (not the Bank of Ireland Mobile App). We can change the way you register for these services at any time.

26.12 Once you are registered to send Pay to Mobile payments, you can make payments via the Bank of Ireland Mobile App by inputting the payee's mobile phone number.

By selecting a contact when using Pay to Mobile to make an instruction, you consent to the Bank of Ireland Mobile App accessing data in your address book. Before doing this, you must ensure that (i) the payee is registered to receive Pay to Mobile payments and (ii) the payee's mobile phone number you use is correct as we will not be responsible if you send money to the wrong payee. 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. Should the payee not be registered for Pay to Mobile, you will receive a notification informing you that the payee has not registered to receive Pay to Mobile payments and no payment will be made. We will not be liable to you or anyone else for any losses you suffer or losses you incur if you attempt to send a payment to a payee who is not registered to receive Pay to Mobile payments. Please note that you cannot make Future Dated Payments using Pay to Mobile.

26.13 Once you send a Pay to Mobile payment to a registered Pay to Mobile payee, you will receive a SMS message confirming that your Pay to Mobile payment has been sent from your registered Account. The registered Pay to Mobile payee will also receive a SMS message confirming that your Pay to Mobile instruction has been made to their registered Account.

26.14 We do not charge you for sending or receiving payments through Pay to Mobile (network charges may apply for using the Bank of Ireland Mobile App). Please see Clause 13 for further details on our charges generally.

26.15 You authorise us to disclose your mobile phone number when you use Pay to Mobile or when we process your request or display this information in messages sent to any payer or payee. We will use any information you provide to us in connection with sending or receiving Pay to Mobile payments only for the purposes of administering those payments and to contact you via your registered mobile phone number in relation to your Pay to Mobile payments.

26.16 Because Pay to Mobile can be used to make payments via the Bank of Ireland Mobile Banking App, you must keep your

Mobile Device secure and not logged into the Bank of Ireland Mobile App.

- 26.17 We will not be liable to you or anyone else for any losses you suffer or costs you incur because:
- you are unable to access or use Pay to Mobile for any reason or there is a delay in its use;
  - any device, hardware or software you use in connection with Pay to Mobile is damaged or corrupted or fails to work;
  - Pay to Mobile does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
  - you did not receive any SMS notifications in a timely manner; or
  - there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.
- 26.18 Minimum and maximum transaction and daily limits apply to the amount you can send or receive using Pay to Mobile. We can change these limits at any time. Details of the current limits are available when you use the Pay to Mobile service.
- 26.19 We keep a record when you register to make Pay to Mobile 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.
- 26.20 You cannot use the Pay to Mobile service to transfer money from any loan or credit card account you have with us or one of our subsidiaries.

## 27.0 Bank of Ireland Tablet Banking

The provisions of this clause 27 relate solely to the use of Bank of Ireland Tablet Banking (BOITB) and supplements the general terms which apply to 365 online (the "General Terms"). BOITB is a form of online banking, and all Services provided, and instructions processed, via BOITB are provided and processed in accordance with the relevant provisions of the General Terms. If you do not use BOITB, this clause does not apply to you.

- 27.1 In order to use BOITB you must be a registered 365 online user, and must have

downloaded the Bank of Ireland Tablet Banking App. You will then be able to access BOITB, and the available Services, using your 365 security credentials.

- 27.2 Because BOITB gives you access to your accounts, you must keep your tablet device secure and close the BOITB app if you are not using it. The conditions relating to Security set out in your General Terms equally apply in relation to use of the BOITB App.
- 27.3 If you suspect that someone else knows your User ID, PIN or other security credentials you must contact us immediately by calling us on the number displayed in our branches or on your statements or advised to you from time to time. You may also contact us free of charge via the Freephone number listed on our website [www.bankofirelanduk.com](http://www.bankofirelanduk.com) If you fail to do so, you may be liable for any unauthorised transactions on your account which are as a result of your security credentials becoming known to someone else.
- 27.4 We will not be liable to you for any losses you suffer or costs you incur because:
- you are unable to access or use BOITB for any reason or there is a delay in its use
  - any device, hardware or software you use in connection with the BOITB App is damaged or corrupted or fails to work;
  - BOITB does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
  - you did not receive any SMS notifications in a timely manner; or
  - there is a reduced level or failure to provide any service caused by any third party service providers including software providers and tablet operators.
- 27.5 From time to time updates to the BOITB App may be issued and depending on the update, you may not be able to use BOITB until you have downloaded the latest version of the app and accepted any new terms.
- 27.6 BOITB uses cookies and similar technologies ('cookies') when you register, to authenticate you when you use the service, and to generally improve your experience on BOITB. By using BOITB, you accept our use of cookies as set out in our privacy policy. Certain services, such as the ATM/branch locator finder, also make use of location data sent from your tablet device.

If you use these services, you consent to our transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your tablet device or on the BOITB app.

- 27.7 If you download the BOITB App, you do so at your own risk, and we make no representation, and give no warranty, as to the functionality or suitability of the BOITB which is provided “as is”. We also grant you a non-exclusive licence to use the BOITB App solely for the purposes of using the tablet banking services. You agree that all intellectual property rights in and to the BOITB App are and remain the property of Bank of Ireland UK and you agree that you shall not copy, modify or adapt the BOITB App in any way. The licence granted above will expire upon termination of this Agreement by either of us. You are deemed to have accepted this licence and the terms of the licence by downloading the BOITB App to your Tablet Device.
- 27.8 Whilst we put reasonable IT security measures in place, we cannot guarantee the privacy or security of any information that concerns you, and passes over the internet, or via mobile networks. If you use BOITB, you acknowledge and accept these risks.

We can provide this document in Braille, in large print and on audio tape or CD.

Please ask any member of staff for details.

**[www.365online.com](http://www.365online.com)**

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc.  
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