

Second Level Student Account

Terms and conditions

Effective 25th November 2015

Bank of Ireland 

For small steps, for big steps, for life

Second Level Student Account application form and Terms and Conditions

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We offer the Second Level Student Account to applicants who are in full time second level education ('Second Level School'). If you are (a) aged 16 or more; and (b) have the written consent and indemnity of your parent or guardian, in the form which we require, you may apply for a Debit Card. You cannot have a cheque book, or set up standing orders or direct debits on this Account.

If you wish to apply for a cheque book, or to set up standing orders or direct debits, you must be aged 18 or more and convert your Account to a standard Personal Current Account, or (if you qualify for one) to a Third Level Student Current Account.

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 second level student 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.
- 1.3 "Bank of Ireland 365" means our 365 Online and 365 Phone banking.
- 1.4 "365 Online" means our internet banking service accessed via a web browser.
- 1.5 "365 Phone" means our telephone banking service.
- 1.6 "ATM" means an automated teller or cash machine.
- 1.7 "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.
- 1.8 "Card" means the card personal to you, that we give you to allow you to make payment transactions on your Account.
- 1.9 "consumer" means any individual that holds a Bank of Ireland Card for personal use not connected with his/her trade, business or profession.
- 1.10 "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.
- 1.11 "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).
- 1.12 "paper payment(s)" (a) means cheques, drafts, postal orders, travellers' cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 1.13 "payee" means a person who receives a payment.
- 1.14 "payer" means a person who makes a payment.
- 1.15 "payment instrument" means a card, number code or other thing personal to you that we give you to allow you to make a payment transaction on your Account.
- 1.16 "PIN" means a personal identification number that you use with your ATM Card.
- 1.17 "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.
- 1.18 "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.
- 1.19 "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.
- 1.20 "you" and "your(s)" means the person or persons in whose name(s) the Account is opened or the person(s) in whose name(s) the ATM Card is held.
- 1.21 "eStatement" means any document or statement provided or made available in electronic form.

2.0 Your Second Level Student Account

- 2.1 We agree to provide you with a Second Level Student 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; and
 - (iii) The contents of documents we give you to make account transactions, for example, lodgment docketts.
- 2.4 You may use your Account for your personal needs only.
- 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 at all times
- 3.2 You must always ensure that you have enough in your Account to complete an account transaction, for example withdrawing cash or making a payment at an ATM.
- 3.3 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).

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 pay 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 add the euro equivalent of the paper payment to your Account (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, 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 or eStatement, on-line 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, eStatement, online or at an ATM.

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 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 will not compensate 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 such reasons. 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 9 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 or eStatement 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 also give you the information in Clause 6.10 for a transaction on the receipt for that transaction (Clause 6.10 is subject to this Clause 6.11).

6.12 Once your Account is registered for 365 Online:

6.12.1 You will have access to eStatements for your Account and you will not receive paper copies of certain documents or statements for your Account.

6.12.2 If you register to be provided with documents and Account statements in paper form, you will continue to be provided with eStatements for your Account. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires.

6.12.3 eStatements can be viewed by you and will be stored by us in accordance with your Bank of Ireland 365 terms and conditions.

6.12.4 We will send an email notification to you to the email address you have provided for 365 Online when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on 365 Online. You can opt out of receiving email notifications by editing your preferences on 365 Online. You will be deemed to have received an eStatement once that eStatement is available on 365 Online.

6.12.5 You can at any time opt to be provided with paper documents and statements by editing your preferences on 365 Online and in accordance with your Bank of Ireland 365 terms and conditions documents and/or statements will issue in paper.

7.0 Lodgement Machines

7.1 You can lodge certain paper payments and banknotes (or a mixture of these) to your Account by a lodgment machine, where available. Coins cannot be lodged in these ways.

7.2 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.

7.3 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.

7.4 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 8.1.

7.5 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.

7.6 By 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.

7.7 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).

7.8 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 a lodgment envelope or lodgment machine (but not where it is clear that we or our employee made a mistake).

8.0 Incorrect, Disputed or Unauthorised Transactions

8.1 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.

- 8.2 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.
- 8.3 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that, in the absence of obvious error, these records are evidence of dealings in relation to your Account.
- 8.4 If an unauthorised payment is made from your Account, we will, subject to 8.5 and 8.6 below, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.

9.0 Account Transaction Fees and Service Charges

- 9.1 We do not charge account transaction fees for transactions such as lodgments and withdrawals on your Account; if, however, you have a Debit Card, you should be aware that there will be a cross border handling fee or commission on certain non-euro transactions, details are contained in the "Debit Card Terms and Conditions" and in our "Schedule of International Transaction Charges". We do not allow you to have a cheque book on your Account. You cannot set up direct debits and standing orders on your Account.
- 9.2 There are service charges for particular services, for example the sale of bank drafts. We will generally charge them to your Account when we provide the particular service. These are shown in the Schedule of Fees and Charges.
- 9.3 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.
- 9.4 You permit us to collect from your Account any of the service charges that you owe on the date or dates we select.

10.0 Converting your Account

- 10.1 You agree that when you leave second level education, we will change your Account to a Third Level Student Current Account (if you qualify for one) or a standard Personal Current Account or to another type of account 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.
- 10.2 You agree that if we do not enforce Clause 10.1 above or we delay enforcing it, it will not stop us from taking any action to enforce it in the future.

11.0 Identification

- 11.1 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.
- 11.2 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.

11.3 We may take whatever action we consider appropriate under any law (Irish or otherwise) (a) against fraud, money laundering or terrorism; or (b) concerning financial and other sanctions against people, organisations or states. For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else which arises as a result.

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

- 12.1 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.
- 12.2 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.
- 12.3 If we change or add to these terms and conditions, 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.
- 12.4 If you do not ask us to end this contract under Clause 12.3, you are deemed to accept the changes which we tell you about under Clause 12.2 on their effective date.

13.0 Losses and Expenses Caused by Breaking Contract

- 13.1 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.

14.0 Reading this Document

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 A reference to a "person" includes a human being, corporation, partnership or organisation.
- 14.7 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").

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 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, 4th Floor, The Arena, Tallaght, Dublin 24.

- (ii) If we have not resolved the 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

16.0 Ending this Agreement and Interruption to Services

- 16.1 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 charges and Government Duty).
- 16.2 We may end these terms and conditions and close your Account by giving you two months' notice.
- 16.3 We may close your Account immediately or block any payments from it if:
 - (i) you die or lose contractual capacity;
 - (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 12 months or more; or
 - (vii) you have breached these terms and conditions.
- 16.4 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 16.3. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 16.3. We will tell you how the block on your Account can be removed (if it can be).
- 16.5 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.

17.0 How Irish law applies to this Document

- 17.1 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.
- 17.2 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 of Use - Bank of Ireland ATM Card

18.0 Using your Card

- 18.1 We agree to provide you with a Card in your name. It is for your sole use.
- 18.2 These terms and conditions apply to your Card and tell you how it works.
- 18.3 These also apply to your Card:
 - (i) Banking law and practice
 - (ii) The Schedule of Fees and Charges for Personal Customers, which is available from any of our branches and at www.bankofireland.com

- (iii) The terms and conditions of your Account
- 18.4 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.
- 18.5 When you receive your Card, you must activate it by using it at one of our ATMs.
- 18.6 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.
- 18.7 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.
- 18.7.1 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.
- 18.7.2 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.
- 18.8 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 doing that.

19.0 Protecting your Card and PIN

- 19.1 You should sign your Card as soon as you receive it.
- 19.2 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.
- 19.3 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.
- 19.4 If your Card is lost or stolen or you think someone knows your PIN, you must contact us immediately.

20.0 Making a Payment with your Card

- 20.1 When you carry out an ATM withdrawal or make a payment using your Card, we deduct the amount from your Account.
- 20.2 You cannot stop a Card transaction.
- 20.3 You should make sure that a Card transaction is correct before you enter your PIN.
- 20.4 When you make a payment using your Card, the available balance 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 statements which are printed using a branch statement printer.
- 20.5 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 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.

21.0 Loss, theft or other misuse of your Card

- 21.1 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.
- 21.2 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.
- 21.3 You are not liable for any transactions carried out after you report an issue with your Card.
- 21.4 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.

22.0 Government Duty

- 22.1 Government Duty is payable each year on your Card. At the time of printing, we will pay the Government Duty for you without charging it to your Account. If we decide in the future to charge Government Duty, we will charge it to your Account. We will tell you before we do this.

23.0 Ending this Agreement and Interruption to Services

- 23.1 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 your 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 New Century House, Mayor Street Lower, IFSC, Dublin 1.
- 23.2 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) we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent
 - (iv) we are required to do so by law, regulation or direction from an authority we have a duty to obey
 - (v) you have breached these terms and conditions or the account terms and conditions
- 23.3 We do not have to notify you beforehand if we end this agreement or block your Account for any reason listed in Clause 23.2. We do not have to pay you or anyone else any compensation if we do so. We will tell you how a block on your Account can be removed (if it can be).
- 23.4 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.
- 23.5 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.

24.0 Disputes or Unauthorised Transactions

24.1 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.

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

The Governor and Company of the Bank of Ireland is incorporated in Ireland with limited liability under C-1, Head Office, 40 Mespil Road, Dublin 4.

Distance Marketing Information

Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004

About us

The current account issuer is The Governor and Company of the Bank of Ireland (the "Bank" or "Bank of Ireland"). The Bank's principal business is the provision of financial services. The Bank's Head Office is at 40 Mespil Road, Dublin 4. The Bank's Registered Number in the Companies' Office is C-1 and its VAT number is IE8Y42002P. If you wish to contact the Bank in connection with the account, please write to your account opening Bank of Ireland branch. Bank of Ireland is regulated by the Central Bank of Ireland.

Description of Financial Service

The financial service being supplied by the Bank is a current account. The account may be used subject to the terms and conditions agreed between the Bank and you the account holder. The Bank will provide the account holder with a yearly statement showing all transactions which have taken place on the account.

Fees and Charges

Charges are set out in the "Schedule of Fees and Charges for Personal Customers". With this account, no quarterly current account transaction fees are payable for lodgements to, or withdrawals from, the account made in euro within Ireland and no Government Duty is charged. We reserve the right to change the fees and charges relating to the account. If we do so we will inform you of the changes before they come into effect.

Your Right to Cancel

You have the right to close the Account under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004, within 14 days of the opening of the Account by sending a notice in writing to your Account opening branch. Any credit amount in the Account will be returned to you. You have the option to close the Account at any time by sending a notice in writing to your account opening Bank of Ireland branch.

Governing Law and Language

The online current account application form will be the establishment of legal relations between you and us and will be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with such matters. The English language will be used for the purpose of interpreting the Conditions of Use, Terms and Conditions, Schedule of Fees and Charges for Personal Customers and all other communication in connection with the current account.

Making a Complaint.

If you wish to make a complaint you may do so by writing to the Customer Service Manager of your branch. You also have the choice to write to Customer Care Unit, Bank of Ireland, 4th Floor, The Arena, Tallaght, Dublin 24. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2.

www.bankofireland.com

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