

# NIGB Terms & Conditions March 2012

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*Clauses 1 to 18 of this agreement apply to the 365 phone services, the 365 online services and the Bank of Ireland Mobile Banking services.*

## **1.0 Definitions**

1.1 "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.

1.2 "Bank" means Bank of Ireland (UK) plc trading as Bank of Ireland UK having its registered office at Bow Bells House, 1 Bread Street, London EC4M 9BE.

1.3 "Bank of Ireland App" means an application that can be downloaded and which allows access to Bank of Ireland Mobile Banking.

1.4 "Bank of Ireland Mobile Banking" means the online system which allows you to access and use certain Services using the Bank of Ireland App or via the internet by accessing the Mobile Website.

1.5 "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.

1.6 "BIC" means Bank Identifier Code.

1.7 "IBAN" means the International Bank Account Number.

1.8 "365 phone" means the Bank's telephone banking service for personal customers.

1.9 "365 online" means the Bank's electronic banking service (accessible by means of the Internet) for personal customers.

1.10 "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 these 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.

1.11 "Domestic Payment" means a payment in sterling within the UK.

1.12 "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.

1.13 "Mobile Device" means a communications device capable of accessing the Services using the Bank of Ireland App or via the Mobile Website.

1.14 "Mobile Website" means the mobile website which can be used to access Bank of Ireland Mobile Banking.

1.15 "Security Code" means a unique seven (7) digit activation code sent by the Bank to the Customer required to set up certain Services.

1.16 "365 PIN" means the unique Personal Identification Number which the Bank will provide to the Customer as a means of accessing the Services.

1.17 "UK" means the United Kingdom of Great Britain and Northern Ireland.

1.18 "User ID" means a unique identification code supplied by the Bank to the Customer.

1.19 "Security Devices" means those security devices (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 PIN, Security Code, User ID and Customer password information.

1.20 "Services" includes, but may not be limited to, the following, some or all of which are available via 365 online, 365 phone or Bank of Ireland Mobile 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 3.2 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; The Services may be altered by the Bank from time to time at its discretion

1.21 "Third Party Account(s)" means the account(s) of a third party to which the Customer wishes to make a payment/deposit.

1.22 "PSR" means The Payment Services Regulations 2009

1.23 "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.

## **2.0 Accounts**

2.1 The Bank is offering the Services to those of its personal customers (the "Customers" and each a "Customer") 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 (the "Terms and Conditions"). Usage of the Service indicates the Customer's agreement to be bound by the Terms and Conditions.

2.2 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 Accounts;
  - (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.

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

## **3.0 Domestic Funds Transfer/Bill Payment Service**

3.1 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.

3.2 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.

3.3 The Bank may refuse to act on any Instruction (as defined in Clause 5.1 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.

3.4 Customers may register to effect payments by means of a funds transfer to Designated Accounts (other than the list set out at 3.2 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.

3.5 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.

3.6 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.

3.6.1 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.

3.7 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).

3.8 Notwithstanding the provisions of 3.7 above, where the payee bank is the Bank, all such payment instructions will be processed on the same Banking Day.

#### **4.0 Security/Authentication**

4.1 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 Devices prescribed by the Bank from time to time must also be furnished, as required by the Bank.

4.2 The Customer:

- (a) must keep secret the Security Devices;
- (b) must not record them or hold them in a form or manner which would be intelligible or otherwise accessible to an unauthorised person; and
- (c) must notify the Bank without delay (telephone: 08457 365 333 (GB) or 08457 365 555 (NI)) should the Customer either suspect or become aware that the Security Devices (or any of them) have become known or available to an unauthorised person.

## **5.0 Acting on Instructions**

5.1 The Customer irrevocably authorises the Bank to act upon all instructions received in respect of the Services (once accompanied by the appropriate Security Device(s)) which have been or appear to the Bank to have been issued by the Customer, without taking any further steps to authenticate such instructions ("the Instructions" and each an "Instruction").

5.2 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.

## **6.0 Joint Accounts**

6.1 Instructions for joint accounts may be given by any of the account holders although each account holder must register separately and apply for his/her own individual 365 PIN and User ID.

6.2 Where the Customer comprises of more than one person, each such person agrees to be jointly and severally liable for all monies due or liabilities incurred arising from any Instructions given pursuant to these Terms and Conditions.

6.3 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.

## **7.0 Recording**

7.1 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.

## **8.0 Information on Account Balances**

8.1 The Customer accepts that information on account balances (other than Visa and MasterCard Accounts) on the Banking Day of Access is comprised of:

- (a) the balance as at close of business on the Banking Day prior to the Banking Day of Access; and
- (b) 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 debits and credits made by use of Branch terminals and the ATM network or any other electronic money transfer system.

All transactions included under paragraph (b) 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.

8.2 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.

8.3 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.

## **9.0 Direct Debits**

9.1 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.

## **10.0 Charges**

10.1 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.

10.2 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.bankofireland.co.uk](http://www.bankofireland.co.uk) (NI) or [www.bank-of-ireland.co.uk](http://www.bank-of-ireland.co.uk) (GB).

10.3 We do not levy any additional charges for Bank of Ireland Mobile 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.

### **11.0 Alterations**

11.1 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.

### **12.0 Limitation of Liability**

12.1 The Bank shall not be liable for any delays, interruptions, errors or failures in the provision of the Services not within the reasonable control of the Bank including 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.

12.2 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.

12.3 Where any transaction is effected by the Bank in accordance with any unique identifier (sort code, account number, IBAN or BIC) as supplied by the Customer but where the unique identifier supplied is incorrect the Bank shall have no liability to the Customer in respect of such transaction. 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.

12.4 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.

### **13.0 Customer Liability**

13.1 The Customer must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised transaction.

13.2 In the event of an unauthorised transaction out of an Account, the Bank will, subject to 13.3 & 13.4 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.

13.3 Where such unauthorised transactions have resulted from the loss, theft or misappropriation of the Security Devices or any of them and where such loss, theft or misappropriation was reported to the Bank without undue delay the Customer will be liable for such unauthorised transactions up to a maximum of £50.

13.4 Where any such unauthorised transactions arise as a result of any fraud or gross negligence on the part of the Customer, the Customer shall be liable for the full amount of such unauthorised transactions.

13.5 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.

13.6 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 4 by way of knowingly, negligently or recklessly disclosing the Security Devices or any of them.

### **14.0 Severance**

14.1 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.

### **15.0 Waiver**

15.1 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.

### **16.0 Jurisdiction**

16.1 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 the Conditions of Use. Where the account is held in Northern Ireland, the Conditions of Use 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, the Conditions of Use 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.

## **17.0 Termination**

17.1 The Customer may terminate this Agreement at any time on notice to the bank.

17.2 The Bank may terminate this Agreement at any time on two months notice to the Customer.

17.3 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;

- (a) there is a reasonable suspicion of unauthorised or fraudulent activity; or
- (b) there has been a breach of these terms and conditions by the Customer.
- (c) there has been a breach of terms and conditions of any of the Customer's Bank of Ireland accounts.

17.4 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.

*The following clauses 18 to 22 apply to 365 online services*

## **18.0 Funds Transfer/Payments Timing**

18.1 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.

18.2 Customers may register to effect payments by means of a funds transfer to Designated Accounts (other than the list set out at 3.2 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.

## **19.0 Standing Orders**

19.1 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.

19.2 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.

## **20.0 Suitable Facilities**

20.1 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).

## **21.0 The Bank's Website**

21.1 The information provided on the other page(s) of the Bank's Website is not intended to constitute an offer or solicitation of investment, financial or banking services to Customers and is provided for information purposes only.

21.2 The Bank claims copyright over the information contained in and the contents of its Website pages, which may not be copied, transmitted, converted, transcribed or reproduced without the prior written consent of the Bank.

## **22.0 Security**

22.1 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 the Bank of Ireland Website 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 Website is at the Customer's sole risk.

We are members of the Financial Ombudsman Service and subscribe to the Banking Code. Copies of the Code are available on request.

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.

## **23.0 Bank of Ireland Mobile Banking**

23.1 Our mobile banking service allows you to use a range of Services. The Services available using the Bank of Ireland App or Mobile Website may vary from time to time at our discretion and depending on the type of handset you are using or the type of Account you have. To the extent that the Services, or any of them, are available, they will be provided in accordance with the various terms set out above.

23.2 In order to use our mobile banking service you must be registered for our 365 online service as you will need a 365 PIN and User ID to use the mobile banking service.

23.3 If you download the Bank of Ireland 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 Bank of Ireland App which is provided "as is".

23.4 If you download the Bank of Ireland App, we grant you a non-exclusive licence to use the Bank of Ireland App solely for the purposes of using the mobile banking services. You agree that all intellectual property rights in and to the Bank of Ireland App are and remain the property of Bank of Ireland and you agree that you shall

not copy, modify or adapt the Bank of Ireland 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 Bank of Ireland App to your Mobile Device.

23.5 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 Bank of Ireland Mobile Banking, you acknowledge and accept these risks.

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