

# 365 Phone and Digital Banking Terms and Conditions

## Republic of Ireland

Effective from 13 January 2018

**Bank of Ireland** 

For small steps, for big steps, for life

# 365 Phone and Digital Banking Terms and Conditions – Republic of Ireland

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Clauses 1 to 22 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 23 applies only to Bank of Ireland Mobile Banking and Clause 24 applies only to Bank of Ireland Tablet Banking. These terms and conditions apply to the services and tell you how they work. When you use a Service, you accept these terms and conditions. You have accessed the Services by authenticating the 365 PIN that we have given you (and completing any other procedure we ask you).

## 1.0 Definitions of Terms used in this Document

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

- 1.1 "365 online" means our internet banking service accessed via a web browser.
- 1.2 "365 phone" means our telephone banking service.
- 1.3 "365 PIN" means a personal identification number you use to access the Services.
- 1.4 "Account" means your account with us in respect of which we provide the Services.
- 1.5 "authorised TPP" means a third party service provider who holds an appropriate authorisation from the relevant regulatory authorities to provide certain payment services in respect of your account(s).
- 1.6 "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.
- 1.7 "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 "BIC" means the Bank Identifier Code used to identify the bank internationally. It is also known as the SWIFT Address.
- 1.11 "Consumer" means a natural person who is acting for purposes other than his trade, business or profession
- 1.12 "Cut-Off Time" means the latest time in any Banking Day we can process an Instruction (see Clause 1.20) on that Banking Day.
- 1.13 "Day of Access" means the day you use our Services.
- 1.14 "Designated Account" means an account you designate for receiving funds transferred from your Account. The Designated Account can be in your name or in another person's name. It cannot be an account we tell you is excluded. Before you can make a payment to a Designated Account, you must register it using the Security Code (see Clause 1.24) we will provide.
- 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 "eStatement" means any document or statement provided or made available in electronic form.

- 1.17 "Future Dated Payment" means a payment scheduled to go through on a future date (see Clause 4.7).
- 1.18 "General Terms" means clauses 1 to 22 inclusive.
- 1.19 "IBAN" means an International Bank Account Number that identifies the country, branch and account number of any account.
- 1.20 "Instruction" means any instruction you give us to pay money into or from your Account, or to carry out another Service.
- 1.21 "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.
- 1.22 "Mobile Device" means a communications device capable of accessing the Services using the Bank of Ireland App.
- 1.23 "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 23 below.
- 1.24 "Person" means a human being, corporation, partnership or organisation.
- 1.25 "Policy" means your New Ireland Assurance Company plc (NIAC) or Bank of Ireland Life (BIL) life assurance or pension policy in respect of which we provide the Services. Bank of Ireland Life is a trading name of New Ireland Assurance Company plc. New Ireland Assurance Company plc, a life assurance undertaking, is a member of Bank of Ireland Group.
- 1.26 "Security Code" means a unique seven-digit one time activation code which we give you.
- 1.27 "Security Credentials" means any number, code or security measure we require you to use, such as the 365 User ID, 365 PIN, Security Code and customer password information.
- 1.28 "SEPA" means Single Euro Payments Area, a European banking initiative which aims to create one single, integrated and standardised payments market in Europe
- 1.29 "SEPA Zone" means the member countries of SEPA, and comprises the EU member states, the three European Economic Area countries (Iceland, Liechtenstein and Norway), Switzerland and Monaco.
- 1.30 "Service" and "Services" include, but may not be limited to, the following, some or all of which are available via 365 phone and Digital Banking:-
- (a) showing you your Account balance;
  - (b) giving you information about your transactions;
  - (c) setting up and viewing Standing Orders;
  - (d) the cheque search facility;
  - (e) funds transfers and payments to Designated Accounts;
  - (f) a bill pay service which you can use to pay certain utility bills;
  - (g) requesting account statements for current, savings and loan accounts;
  - (h) mobile phone top up;
  - (i) Pay to Mobile;
  - (j) registering and viewing other BOI accounts;
  - (k) viewing account summaries for Credit Card Accounts;
  - (l) customising Current Account transaction history on screen, for example, to list categories of transactions carried out over the previous 12 months;
  - (m) the services described in Clauses 20 to 22; and
  - (n) showing you your Policy details.
- 1.31 "User ID" means a unique 365 online user identification code we give you.
- 1.32 "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.
- 1.33 "you" and "your(s)" means the person or persons in whose name(s) the Account is held.

## 2.0 Accounts

- 2.1 You cannot use these services unless:
- (a) the Account is in your name;
  - (b) you are the beneficial owner of the money in the Account (this means, for example, you do not hold the money on behalf of someone else);
  - (c) you have sent us a mandate for the Account and we are satisfied with it.
- 2.2 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 an Amendment Form for Existing Accounts. This form is available by calling into any branch. Such notification 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 an Amendment Form for Existing Accounts or in another form acceptable to us. This Clause 2.2(d) is an exception to Clause 2.2(c); and
  - (e) some of the Services forming part of 365 Phone and/or Digital Banking may not be available to you, as we may advise you from time to time.

## 3.0 Policies

- 3.1 You can only register a Policy for viewing if the Policy is in your name or you are the sole member of a pension scheme where trustee consent has been provided.
- 3.2 If your Policy is held in the name of two or more persons, any of the Policy holders can use the Services and as a Policy holder you will have access to information on the other Policy holders and lives assured under the Policy.
- 3.3 Subject to 3.4 below, any Policy value or benefits displayed will be the value or benefits at close of business on the Banking Day before the Day of Access.
- 3.4 While we make every reasonable effort to ensure the information we give you about your Policy is accurate and complete, the information is not conclusive evidence of the state of your Policy. If you need a conclusive statement, please contact NIAC / BIL. It is important you understand that any Policy details provided are indicative only, details provided may not include a full list of all benefits available under your Policy where benefits are displayed and the details provided do not confer any rights.
- 3.5 Neither we nor NIAC / BIL will compensate you or anyone else for any loss or expense which occurs as a result of any inaccuracy in information we display to you regarding your Policy.
- 3.6 You can only view your Policy details and, other than an Instruction to display a Policy, you cannot issue an Instruction to us in connection with your Policy.
- 3.7 If you wish to issue an Instruction, request a change be made, have any queries, wish to make a complaint concerning your Policy or require up to date and detailed information on your Policy, you should contact NIAC / BIL directly and not us.

## 4.0 SEPA Transfers

- 4.1 A SEPA transfer is a payment of euro by you from your Account to a Designated Account within the SEPA Zone. It includes the payment of some bills.
- 4.2 We let you know how to register for our SEPA transfer services. We can change the way you register for these services at any time.
- 4.3 We keep a record when you register to make SEPA transfers and when you instruct us about this type of payment. You agree that our records are good evidence of your registration or Instruction (unless it is clear we made a mistake). You also agree we can assume any registration or Instruction comes from you.
- 4.4 You cannot use the SEPA transfer service to transfer money from any loan or credit card account you have with us or one of our subsidiaries.
- 4.5 If you use the SEPA transfer service to pay money into a loan account or credit card account you have with us, you agree that you must contact us to establish the correct balance on that Account. You cannot rely on your own calculations.
- 4.6 Maximum transaction and daily limits apply to the amount you can pay from your Account in any Banking Day using our SEPA transfer service. We can change these limits at any time. Details of the current limits are available when you use the service.
- 4.7 If you instruct us to carry out a SEPA transfer on a future date, it is a "Future Dated Payment". We will process any Future Dated Payments on the date you give us. If it is not a Banking Day, we will process it on the next Banking Day. If you instruct us to make two or more Future Dated Payments for the same future date, we will process them in the same order in which you gave us the payment instructions. If, for any reason, we are unable to process a Future Dated SEPA transfer, we will notify you within the Payments Pending section.
- 4.8 We accept payment instructions for SEPA transfers at any time. If you give us a payment instruction to pay money from your Account, we treat the Instruction as given on the Banking Day ("D") on which we actually get it, so long as it is received by us before 3:30pm (the Cut-Off Time for SEPA transfers). If we receive it after 3:30pm it will be treated as received by us on the next Banking Day. We will ensure the payee's bank is paid within one Banking Day of D.
- 4.9 The financial institution where the Designated Account is held controls payment into that account. We are not responsible for that.
- 4.10 If you give us a payment instruction to pay money to a Designated Account held by us, we pay it on the Banking Day we get your payment instruction.

## 5.0 Security and Authentication

- 5.1 We give you a 365 PIN number which is unique to you (the "365 PIN"). You will need to use it whenever you use a service.
- 5.2 We may also give you a unique 365 online user identification code ("User ID"). If we ask you for this code, you must give it to us.
- 5.3 We may ask you to answer security questions, or to use another security credential, before allowing you use a service.
- 5.4 You must keep the 365 PIN, User ID and any other security credentials secret and must never share them with anyone other than an authorised TPP if using their service(s). You must not write down or record any of them in a way that would let someone else use any of them against your will.
- 5.5 If you know or suspect your 365 PIN, User ID or other security credentials are known by someone who should not know it, you must tell us straight away. Phone us at 0818 365 365/+353 1 404 4000. You may also contact us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com)
- 5.6 After your initial registration we will never contact you to request your security

- credentials 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 credentials in any circumstances, and should report such activity to us immediately.
- 5.7 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.
- 5.8 You must maintain suitable equipment to enable you use digital banking services, for example, a computer with a suitable browser and up-to-date security software. Further details are available under accessibility section of 365 online and in App store.
- 5.9 We put reasonable IT security measures in place. We cannot, however, guarantee the privacy or security of any information that concerns you and passes over the internet. This is because of the nature of the internet. If you use Digital Banking, you acknowledge and accept these risks. For example, you acknowledge it is possible for a person to intercept or interfere with e-mails.
- 5.10 You use our Digital Banking channels at your own risk. Our website gives you information and nothing in it is:-  
(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.
- 5.11 We claim copyright in the contents of our website. You cannot copy or use any of this content by any means unless we agree in writing beforehand.

## **6.0 When we Act on your Instructions**

- 6.1 You permit us to act on any instruction you give us, or which appears to have been given by you (including via an authorised TPP), whether submitted via 365 Phone or Digital Banking. Other than provided at 6.4, you cannot withdraw this permission.
- 6.2 Once an instruction is received with the correct security credentials, you agree that we can act on it. You understand we do not make any more security checks.
- 6.3 We can only act on your instructions when we get them. You acknowledge and agree there may be a time lag between the time you instruct us online and when we get that instruction, and we can take no responsibility for that.
- 6.4 You agree that all instructions, other than instructions for Future Dated Payments, are, subject to relevant Cut-Off Times, considered to be instructions for immediate processing, and are considered irrevocable. Instructions for Future Dated Payments are deemed irrevocable at midnight on the Banking Day prior to the Banking Day upon which the Future Dated Payment is scheduled to be processed. You can ask us to cancel or amend any instruction, but we may not be able to do so. We will have no liability to you in respect of any such request to cancel or amend a previously issued instruction where we are unable to do so.
- 6.5 If we receive an instruction that does not have the information that we need to identify the Designated Account, for example IBAN and BIC, or Account Number and Sort Code, we may refuse to process it. We will tell you if we refuse to process an instruction for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 6.6 We can refuse to process an instruction if you do not have enough money in your Account (or enough unused agreed overdraft limit on your Account) to make the payment. We will not be liable to you or anyone else for any loss or expense this causes.
- 6.7 Sometimes we use the Society for Worldwide Interbank Financial

Telecommunications (SWIFT) to carry out an instruction from you to make a payment. SWIFT is based in Belgium and has centres in Europe and the United States of America. Your transaction data can be stored for a time in these centres. You consent to this under the Data Protection Act 1988 as amended.

## **7.0 Joint and Several Liability**

- 7.1 If your Account is held in the name of two or more persons at any time, any one of you may, acting alone be able to use the Services. Each of you who want to use the Services must register and apply for your own separate 365 PIN, User ID and any other security credentials required.
- 7.2 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any Instruction we get from any of you. This means we can ask all or any one of you alone to pay us any money owing to us and meet any obligation arising from these terms and conditions or any Instruction any of you give us.
- 7.3 Unless we have agreed that we need the consent of each joint account holder or have a legal obligation to get this consent, we can act on the Instructions of only one of you. This means any one of you can ask us to do certain things with the Account without the other account holders knowing, including closing the Account, taking all or any money out of the Account, asking for communications (including statements) to be provided electronically or on paper, applying for credit or ending services.
- 7.4 When we send any notice to any one of you (including any eStatement or statement or document in paper form) this will be deemed to be notice to all of you.
- 7.5 Unless we have a legal obligation to do so we won't ordinarily ask or enquire about the reasons for any instructions or reconfirm these instructions with any other Joint Account Holder even when there is a dispute among the Joint Account Holders.

## **8.0 Recording**

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

## **9.0 Account Balances**

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



## **10.0 Managing Direct Debits**

- 10.1 Direct debit payments are made under the SEPA Direct Debit Scheme and all direct debit payments are processed in accordance with the relevant SEPA Direct Debit Scheme Rules.
- 10.2 You can manage your SEPA direct debits using the Direct Debit Services. If you wish to avail of any of the available direct debit services, you must complete and submit the relevant direct debit service application form. In order to ensure that your instructions can be processed as required, you must submit any such instruction by close of business on the Banking Day before you wish the instruction to be effective.

## **11.0 Charges**

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

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

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

## **13.0 Our Responsibilities**

- 13.1 If we make a mistake when we carry out your instruction, we will correct that mistake. If necessary, we will pay money into your Account and correct our records of your Account. The amount we pay will ensure that your Account is restored to the way it would have been if your instruction had not been carried out.

- 13.2 Sometimes, we may not be able to provide you with a service because of circumstances beyond our control, for example:
- (a) an Act of God;
  - (b) strikes and industrial action;
  - (c) electricity failure, surges or fluctuation;
  - (d) failure of telephones, telephone systems, email, the internet, or of other electronic equipment (including software and networks).
- 13.3 Sometimes, the services may not be available or may not work properly despite our reasonable efforts to maintain them.
- 13.4 We are not liable to you or anyone else for any loss or expense caused if the services are not available or are not working properly for a reason set out in Clauses 13.2 and 13.3.
- 13.5 We will not be responsible for any losses caused if we make a payment in accordance with an instruction and that instruction contained an incorrect IBAN or BIC, or account number or sort code, or equivalent account details supplied by you. We will make every reasonable effort to get back any money involved in the transaction, but we may charge you for any reasonable costs that we have to pay.

## 14.0 Your Responsibilities

- 14.1 If an unauthorised transaction occurs on your Account, you must tell us as soon as possible, but no later than 13 months after the date of the transaction. To report an unauthorised transaction, you may contact us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com)
- 14.2 If an unauthorised transaction is made from your Account, we will refund your Account and (if necessary) will correct our records of your Account. It shall be the responsibility of Customers who are not Consumers or Microenterprises to demonstrate to the satisfaction of the Bank that any such transaction was actually unauthorised or incorrectly executed. The amount we pay will ensure that your Account is restored to the way it would have been if the unauthorised transaction had not happened.
- 14.3 Despite Clause 14.2:
- (a) You will be liable for the full amount of the unauthorised transaction if it was made because you have acted fraudulently or because you intentionally or with gross negligence breach these terms and conditions.
  - (b) If any unauthorised payments came about because a security credential (for example a 365 PIN) was lost, stolen or misused, the maximum you will have to pay if you are not a Consumer or Microenterprise is €50, once you had reported the loss, theft or misuse to us without undue delay. You must take all reasonable steps to prevent loss, theft or fraudulent misuse of your security credentials. If you are a Consumer or Microenterprise and the loss, theft or misuse of any security credential was not detectable to you then you will have no liability. If you are not a Consumer or Microenterprise your liability is unlimited.

## 15.0 Reading this Document

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

## 16.0 Making a Complaint

- (a) We want to provide you with excellent customer service at all times. If you wish to make a complaint, please raise the complaint by calling 0818 365 365/+353 1 404 4000 and speaking with a Customer Service agent. Alternatively, contact the Customer Service Manager of your branch in person, on the phone or in writing. You also have the choice to make the complaint to Group Customer Complaints by phoning 1850 753 357 on a Banking Day between 9am and 5pm. (The number is +353 1 661 5933 if calling from abroad.) You can also write to Group Customer Complaints, Bank of Ireland, New Century House, I.F.S.C., Lower Mayor Street, Dublin 1, D01 K8N7. If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email.
- (b) If you are not satisfied with how we have dealt with your complaint, you may be entitled to raise it with the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: +353 1 6620899, Fax: +353 1 6620890, e-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie), website: [www.financialombudsman.ie](http://www.financialombudsman.ie).

## 17.0 Ending this Agreement

- 17.1 You may ask us in writing to end this agreement at any time. If you do, these terms and conditions will come to an end once you have paid everything you owe us in relation to the services, and these terms and conditions.
- 17.2 We may end this agreement and stop a service or services by giving you two months' notice.
- 17.3 We may end this agreement immediately, stop the services or block any payments if:
  - (a) you die;
  - (b) you are declared bankrupt or insolvent in the Republic of Ireland or anywhere else;
  - (c) you have failed security checks;
  - (d) we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;
  - (e) we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - (f) you have breached these terms and conditions;
  - (g) you have breached the terms and conditions of any of your Bank of Ireland accounts.
- 17.4 We do not have to notify you beforehand if we stop or block the services for any reason listed above. We are not liable to you or anyone else if we stop or block the services for any reason listed above. We will tell you how the stop or block on the services can be removed (if it can be).
- 17.5 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 0818 365 365/+353 1 404 4000

## 18.0 Law and Language

- 18.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them and the services.
- 18.2 The English language is and will be used for the purpose of interpreting these Terms and Conditions and for all communication in connection with the Account and/or the Services.
- 18.3 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.

## 19.0 International (Non SEPA) Transfers

- 19.1 An international (non SEPA) transfer is a non-euro payment by you from your Account to a Designated Account outside the Republic of Ireland or a euro payment to a Designated Account outside the SEPA zone. We will advise you how to register for the international (non SEPA) transfer service. We can change the way you register for these services at any time. We will decide if a proposed Designated Account may be registered to receive international (non SEPA) transfers from you.
- 19.2 If we do agree to do this, you must give us the other person's IBAN and BIC (or equivalent account details), and any other information we need to register that person's account as a Designated Account.
- 19.3 We keep a record when you register for our international (non SEPA) transfer services and give us instructions relating to them. You agree our records are good evidence of your registration or instruction (unless it is clear we made a mistake). You also agree we can assume any registration or instruction comes from you.
- 19.4 Before you can make your first international (non SEPA) transfer to a Designated Account, we will require you to authenticate that Designated Account using a Security Code, which we will give you.
- 19.5 You cannot use the international (non SEPA) transfer service to transfer money from any loan account or credit card account you have with us or one of our subsidiaries.
- 19.6 Maximum transaction and daily limits apply to the amount you can pay from your Account in any Banking Day using our international (non SEPA) payment service. We can change these limits at any time. Details of the current limits are available when you use the service.
- 19.7 We accept international (non SEPA) transfer instructions at any time. If you give us an international (non SEPA) transfer instruction to pay money from your Account, we treat the international (non SEPA) transfer instruction as given on the Banking Day ("D") on which we actually get it, so long as it is received by us before the Cut-Off Time for that international (non SEPA) payment. If we receive it after the Cut-Off Time it will be treated as received by us on the next Banking Day. If it is a payment in Sterling or another EEA currency (non-euro) and the payees bank is in the EEA we will ensure the payee's bank is paid within three Banking Days of D.
- 19.8 Other payments may take longer to process.
- 19.9 The financial institution where the Designated Account is held controls payment into that account. We are not responsible for that.
- 19.10 If we need to convert one currency to another to carry out your instruction, we will use our foreign exchange rates. We will tell you what they are when you give us your instruction.

## 20.0 Mobile Phone Top Up

- 20.1 You can use our mobile phone top up service to ask us to send top up payments to your mobile phone service provider. This service may not be available for all providers. A list of those providers that accept top up payments using this service is available on [365online.com](http://365online.com).
- 20.2 When you register with us for this service, we will ask you for certain information, for example your phone and/or account number with the mobile phone service provider. We will send this information and your payment to your provider whenever you use this service.
- 20.3 We will keep a record when you register for our mobile top up service and when you give us a mobile top up instruction. You agree our records are good evidence of any such registration or top up instruction (unless it is clear we

made a mistake). You also agree we can assume any registration or top up instruction comes from you.

- 20.4 When you register for the service, you must ensure you give us correct information. We will not be responsible for any incorrect payments made if the information you give us is not correct. If we make a mistake, we will correct it and restore your Account to the way it would have been if the mistake had not been made.
- 20.5 Your mobile phone service provider controls the addition of value to your mobile phone account. We are not responsible for that. We are only responsible for ensuring that your provider is paid as you instructed.
- 20.6 If you have any query or are unhappy with the service being provided by your mobile phone service provider, please contact them. We have no responsibility for that service.

## **21.0 Standing Orders**

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

## **22.0 eStatements**

- 22.1 Once an eligible Account is registered on 365 online, you will have access to eStatements for that Account and you will not receive paper copies of certain documents or statements for that Account. Your eStatement will be provided at the same frequency as current paper documents and statements. If you request a paper copy of an eStatement, this will be deemed as a request for a duplicate statement and a fee may be applied.
- 22.2 eStatements can be viewed, saved or printed in PDF format. When accessed the PDF will open in a separate window and will not time out. It is your responsibility to view the eStatement in a safe and private place and to close the window when you finish viewing the eStatement.
- 22.3 eStatements will be stored by us and accessible by you for a period of seven (7) years from the date they become available. You can at any time during this period download, or print and retain, a copy of the eStatement. If, however, you close an Account with us, or terminate this Agreement, the relevant eStatements will no longer be available, and you should download or print any eStatements required prior to closing any Account or terminating this Agreement.
- 22.4 We will send an email notification to you to the email address on record when a new eStatement is available. It is your responsibility to update your email address if it changes. You can opt out of receiving email notifications by editing your preferences in 365 online. You will be deemed to have received an eStatement or any document once that eStatement or document is available on 365 online.
- 22.5 You can at any time opt to be provided with paper documents and statements by editing your Statement preferences in 365 online and giving us two (2) Banking Day's notice, after which documents and/or statements will issue in paper. You will need to individually select each Account in relation to which the provision of documents and account statements in paper form will occur.

- 22.6 Once an Account is registered to be provided with documents and account statements in paper form, you will continue to be provided with eStatements for that Account. Your paper documents and statements will be provided at the same frequency as the eStatements. You agree that any obligation to provide you with documents or statements in these terms and conditions or your Accounts 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 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.
- 22.7 The provisions of Section 9 of these terms and conditions DO NOT apply to any account balance, or transaction details, provided via this eStatement service, and any account details provided via eStatement may be considered as conclusive evidence of the state of your Account.

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

The provisions of this clause 23 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.

- 23.1 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.
- 23.2 Because BOIMB gives you access to your Accounts and/or Policies, 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.
- 23.3 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. 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. If the loss, theft or misuse of any security credential was not detectable to you then you will have no liability.
- 23.4 We will not be liable to you for any losses you suffer or costs you incur because:-
- (a) you are unable to access or use BOIMB for any reason or there is a delay in its use;
  - (b) any device, hardware or software you use in connection with the BOIMB App is damaged or corrupted or fails to work;
  - (c) BOIMB does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
  - (d) you did not receive any SMS notifications in a timely manner; or
  - (e) there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.
- 23.5 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.
- 23.6 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.
- 23.7 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 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.
- 23.8 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 23 only apply to Pay to Mobile:
- 23.9 Pay to Mobile allows you to make payments to or receive payments from our other customers within the Republic of Ireland only. All payment instructions received by us via Pay to Mobile are processed in accordance with the relevant provisions of the General Terms.
- 23.10 To send and receive Pay to Mobile payments, you must have completed the following:
- (a) registration for 365 online services;
  - (b) registration of your mobile phone number using a Security Code;
  - (c) download of the Bank of Ireland Mobile Banking App;
  - (d) 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 Banking App). We can change the way you register for these services at any time.
- 23.11 To receive Pay to Mobile payments only, you must have completed the following:
- (a) registration for 365 online services;
  - (b) registration of your mobile phone number using a Security Code;
  - (c) 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 Banking App). We can change the way you register for these services at any time.
- 23.12 Once you are registered to send Pay to Mobile payments you can make payments via the Bank of Ireland Mobile Banking 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 Banking 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.
- 23.13 Once you send a Pay to Mobile payment to a registered Pay to Mobile payee, you will receive an 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.
- 23.14 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 Banking App). Please see Clause 11 for further details on our charges generally.
- 23.15 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.
- 23.16 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 Banking App.
- 23.17 We will not be liable to you or anyone else for any losses you suffer or costs you incur because:
- (a) you are unable to access or use Pay to Mobile for any reason or there is a delay in its use;
  - (b) any device, hardware or software you use in connection with Pay to Mobile is damaged or corrupted or fails to work;
  - (c) 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;
  - (d) you did not receive any SMS notifications in a timely manner; or
  - (e) there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators.
- 23.18 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.
- 23.19 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.
- 23.20 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.



## 24.0 Bank of Ireland Tablet Banking

The provisions of this clause 24 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.

- 24.1 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.
- 24.2 Because BOITB gives you access to your Accounts and/or Policies, 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.
- 24.3 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.bankofireland.com](http://www.bankofireland.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.
- 24.4 We will not be liable to you for any losses you suffer or costs you incur because:
- (a) you are unable to access or use BOITB for any reason or there is a delay in its use;
  - (b) (any device, hardware or software you use in connection with the BOITB App is damaged or corrupted or fails to work;
  - (c) BOITB does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these;
  - (d) you did not receive any SMS notifications in a timely manner; or
  - (e) (there is a reduced level or failure to provide any service caused by any third party service providers including software providers and tablet operators.
- 24.5 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.
- 24.6 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.
- 24.7 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 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.
- 24.8 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.

[bankofireland.com](http://bankofireland.com)

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