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# ATM/Debit

## Terms and Conditions



# Terms and Conditions

## – ATM Card and Visa Debit Card

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### 1.0 Definitions of Terms used in this Document

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

- 1.1 “Account” means the Personal Current Account or Demand Deposit Account in your name that you hold with us.
- 1.2 “ATM” means an automated teller or cash machine.
- 1.3 “Banking Day” means any day on which we are open for business in the Republic of Ireland, other than a Saturday, Sunday or bank holiday; and “non-Banking Day” means any other day.
- 1.4 “Bank of Ireland 365” means our 365 Online and 365 Phone banking.
- 1.5 “Card” means the Card, personal to you, that we give you to allow you to make payment transactions on your Account.
- 1.6 “Cash-back” means the option available from certain Retailers where in addition to the purchase of goods or services you can obtain Cash-back up to €100.
- 1.7 “Chip” means an integrated circuit embedded in the Card.
- 1.8 “Consumer” means any individual that holds a Bank of Ireland Card for personal use not connected with his/her trade, business or profession.
- 1.9 “Cut-off time” means the latest time in any Banking Day that we can process a particular Account transaction, request or instruction on that Banking Day.
- 1.10 “eStatement” means any document or statement provided or made available in electronic form.
- 1.11 “Payee” means a person who receives a payment.
- 1.12 “Payer” means a person who makes a payment.
- 1.13 “PIN” means a personal identification number that you use with your ATM or Visa Debit Card.
- 1.14 “POS terminal” means an electronic device which can accept Visa Debit Card transactions.
- 1.15 “Retailer” means a business that allows you to pay for goods or services using a Visa Debit Card.
- 1.16 “Verified by Visa” means an additional authentication step for Visa Debit Card transactions carried out on the internet for online purchases providing an additional layer of security for online transactions.
- 1.17 “Verified by Visa Password” means your personal password for you to use Verified by Visa at participating online Retailers.

- 1.18 "Visa Debit Card transaction" means an electronic payment using a Card for the purchase of goods or services which can include payment for Cash-back, by you, to a Retailer displaying the Visa logo and/or who is in the Visa Scheme.
- 1.19 "Visa Scheme" means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.20 "we", "us" and "our" means The Governor and Company of Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland and its successors, and legal or equitable transferees or assignees.
- 1.21 "you" and "your(s)" means the person or persons whose name appears on the ATM or Visa Debit Card.
- 1.22 "365 Online" means our internet banking service accessed via a web browser.
- 1.23 "365 Phone" means our telephone banking service.

## 2.0 Using your Card

- 2.1 We agree to provide you with a Card in your name. It is for your sole use.
- 2.2 These terms and conditions apply to your Card and tell you how it works.
- 2.3 The following also apply to your Card:
- (i) Banking law and practice
  - (ii) The Schedule of fees and charges for personal customers
  - (iii) The Terms and Conditions of your Account
- 2.4 You can use your Card with the PIN to withdraw cash from your Account in our branches that provide cash services. If your Card is a Visa Debit card you can use it to withdraw cash at any ATM displaying the Visa symbol. If your Card is an ATM card you can use it to withdraw cash at any Bank of Ireland ATM.
- 2.5 If your Card is issued on a Demand Deposit Account it can be used only in Bank of Ireland branches that provide cash services or at any of our own ATMs.
- 2.6 When you receive your Visa Debit Card, you must activate it at one of our ATMs. If activation does not take place within 60 days of the issue of the Card, in the interest of card security, the card will be cancelled and a new card will have to be applied for. The activation of your Card is acceptance of these Card terms and conditions.
- 2.7 You may make a payment with your Card only if all these conditions are met:
- (a) Your Card has not been deliberately altered or defaced in any way.
  - (b) The expiry date on your Card has not passed.
  - (c) The terms and conditions of your Account allow you to withdraw sufficient funds from your Account to meet the payment.
  - (d) The withdrawal limits and point of sale transaction limits which apply to the Card will not be exceeded.
  - (e) You have not broken any of these terms and conditions or any of the terms and conditions of your Account.
- 2.8 We set daily transaction limits for Card transactions. These limits may change from time to time and are available on request at any time. Some ATM providers apply their own limits to cash withdrawals from their ATMs particularly abroad. These limits may be lower than the daily limit set by us.
- 2.9 If you provide incorrect information when making a Card transaction (for example a reference number for a utility company), we are not responsible for any loss caused. We will make all reasonable efforts to recover your funds but we may charge you for any reasonable costs that we incur when doing that.
- 2.10 If you have not used your Card in the last 12 months, we may not automatically reissue you with a Card.

- 2.11 It is important that you make sure you have sufficient funds in your Account to cover any payments you make using the Card. If you do not you may have to pay over limit item charges and interest surcharges and other payments from your Account may be returned unpaid.

### **3.0 Protecting your Card, PIN and Verified by Visa Password**

- 3.1 You should sign your Card as soon as you receive it.
- 3.2 You must keep the PIN and Verified by Visa Password secret, memorise them and take the greatest possible care to prevent anyone knowing them or using them fraudulently or without your permission. You should never write down the PIN or the Verified by Visa Password in a place where you also keep the Card or where it can be easily linked to your Card.
- 3.3 You will need your Verified by Visa Password to authenticate online (internet) debit card transactions with participating merchants
- 3.4 You should always protect your Card and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way.
- 3.5 If your Card is lost or stolen or you think someone knows your PIN, or your Verified by Visa Password, you must contact us immediately. You may advise us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com)
- 3.6 You are responsible for your Card and you must ensure that you protect it in line with this clause 3.0. If you do not do so, you will be liable for any loss suffered as a result.
- 3.7 We will send Cards and PIN numbers to the address we have for you. You must tell us immediately in writing if you change your address. If you change your address and do not tell us immediately there is a risk that correspondence from us to you may be intercepted which could result in fraud and it may make it more difficult for us to investigate disputed or fraudulent transactions on your Account.
- 3.8 We will provide you with Statements or eStatements in accordance with the terms and conditions of your Account.
- 3.9 Once your Account is registered for 365 Online
- 3.9.1 You will be provided with eStatements for your Account and you will not receive paper copies of documents or statements for your Account. If you request a paper copy of an eStatement a duplicate statement fee may be applied.
- 3.9.2 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.
- 3.9.3 Your eStatements can be viewed by you and will be stored by us in accordance with your Banking 365 terms and conditions.
- 3.9.4 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.
- 3.9.5 You can at any time opt to be provided with paper documents and statements by editing your preferences on 365 Online, after which documents and/or statements will issue in paper. You will need to individually select each Account for which you want to receive documents and account statements in paper form.
- 3.9.6 Once an account is registered to receive documents and account statements in paper form, you will continue to receive eStatements for that account. Your paper documents and statements will be provided at the same frequency as the eStatements.

#### 4.0 Making a payment with your card

- 4.1 When you carry out an ATM withdrawal or make a payment using your Card, we deduct the amount from your Account. You cannot stop a Card transaction.
- 4.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or Verified by Visa password.
- 4.3 When you make a payment using your Card, the available balance (or any remaining balance of an agreed overdraft limit) 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 or eStatement we provide to 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.
- 4.4 You should not use your Card to overdraw your Account unless you have agreed this in writing with us beforehand.
- 4.5 If we receive a payment request after the Cut-off time we will not process it until the next Banking Day. There are different Cut-off times for different transactions. Please contact us at your branch if you have a query on Cut-off times.
- 4.6 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. You must register your third party billing account with us. We ask you for information such as your Account number with the third-party service provider and will send that information with your payment whenever you use the service.
  - 4.6.1. These conditions apply when you use an ATM to pay a third-party provider
    - (a) We have no obligation to you or the third-party company concerning the service you paid for. You should contact the third-party provider with any queries or dispute about the service they provided.
    - (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 but will not compensate you or anyone else if our mistake results in any loss or expense.
  - 4.6.2. 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.
- 4.7 If 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, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process
- 4.8 The financial institution where the Payee's account is held controls payment into that account. We are not responsible for that.

## **5.0 Paying a Retailer using your Card**

- 5.1 When using your Card to make a payment in a retail outlet you may be asked to either enter your PIN or hold your Card against a card reader depending on the payment terminal.
- 5.2 **Chip & Pin Transactions**  
(i) For transactions which require a Card to be inserted into the POS terminal you will be generally prompted to input your PIN into the POS terminal.
- 5.3 **Cardholder not present transactions**  
(i) You may carry out a Visa Debit transaction when you are not in the presence of a Retailer (for example telephone or internet). This is called a "Cardholder not present transaction" and the Retailer may record the following details:  
(1) our Card number, Card validation (last three digits on the back of your Card) and Card expiry date.  
(2) Your name, address and telephone number.  
(3) The address to which goods or services should be delivered.  
(4) The amount charged, date and time.
- 5.4 (i) If we authorise a payment for you to a Retailer in a Cardholder not present transaction this will immediately reduce the available balance in your Account (including any agreed overdraft if you have one) by the payment amount,  
(ii) Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available balance on your Account as set out in 5.3(i) above.
- 5.5 If a person misuses the information you give in a Cardholder not present transaction (for example any information of the type mentioned in Clause 5.3, we are not liable for any loss you suffer as a result.
- Retailers in general**
- 5.6 To protect you against fraud, we sometimes issue a "referral" message to the Retailer requiring them to verify that it is you using the Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.
- 5.7 If a Retailer refuses to accept the Card because an authorisation is not possible, for example due to problems with electronic systems or because your Card is damaged we are not liable.
- 5.8 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.
- 5.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 5.10 We have no obligation to you or the Retailer concerning goods or services provided. You should contact the Retailer if you have any query or dispute about the goods or service they provide.
- 5.11 If a Retailer refuses to accept or honour your Visa Debit Card or the Retailer makes an error in the transaction or processing it, for example debiting funds from your Account in error we are not liable.

## **6.0 Loss, Theft or other Misuse of your Card**

- 6.1 You must tell us immediately if your Card is lost or stolen, if you suspect your Card has been used without your permission or if your PIN or Verified by Visa Password becomes known to someone else. You must inform us by contacting your branch or by telephoning 1890 706 706 or +353 567 757 007. You may also contact us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com). 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.



- 6.2 You can limit your own losses 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 or Verified by Visa Password.
- 6.3 If you use your Card as a Consumer, you are liable for only €50 in unauthorised transactions carried out on your Account before you reported the issue. If the loss, theft or misappropriation of the card was not detectable to you then you will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 6.4 You are not liable for any transactions carried out after you report an issue with your Card.
- 6.5 You will be liable for the full amount of the unauthorised transactions if they were made:
- (a) because of any fraud or gross negligence by you.
  - (b) the Card was lost or stolen and the PIN/Verified by Visa Password became available to the finder or thief or someone else had access to the Card.
  - (c) someone possesses the Card with your consent and uses it or gives it to someone else; or
  - (d) you do not co-operate fully with us or others in any investigation concerning the theft or loss of the Card or any attempt to retrieve it.
- 6.6 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you and/or the relevant cardholder via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and/or any card issued on the Account and will advise you and/or the relevant cardholder of the block and how it may be removed.

## **7.0 Fees, charges and foreign currency transactions**

- 7.1 We charge to your Account any fees, charges and Government Duty that apply to your Card. Full details of fees and charges are set out in our Schedule of Fees & Charges for Personal Customers and our Schedule of International Banking Charges. You can get copies of these from our branches or on our website: [www.bankofireland.com](http://www.bankofireland.com).
- 7.2 We may change our fees and charges by giving you notice and we will notify you in a way allowed by law or banking regulations (See Clause 10).
- 7.3 If you carry out a non-euro transaction on your Card, it is converted into euro at an exchange rate set by us (in the case of some ATM cash transactions) or as determined by the Visa Scheme on the Banking Day we take it from your Account.
- (i) A cross border handling fee is payable for non-euro purchases and ATM transactions. However we do not apply a cross border handling fee at our ATMs for non euro cash withdrawals.
  - (ii) The cross border handling fee is distinct from commission we may charge as set out in 7.4.
- 7.4 At some of our ATMs we allow you to withdraw non euro currency. We may charge commission on non euro transactions carried out at our ATMs. We do not charge commission:
- (a) when you withdraw Sterling from our own ATMs in Northern Ireland;
- or
- (b) when you withdraw Sterling from our own ATMs in UK Post Office locations.
- Full details are set out in the Schedule of fees and charges for personal customers and our Schedule of International Banking Charges.

## **8.0 Joint and Several Liability**

- 8.1 If your Account is held in the name of two or more persons at any time, each of you is jointly and severally liable. For example, this means that we can ask all or any one of you alone to:

- (a) pay us any money owing to us in connection with your Account or use of the Card
- (b) meet any obligation concerning your Account or use of the Card

## **9.0 Ending this Agreement and Interruption to Services**

- 9.1 You may ask us to end this Agreement at any time. But before the Agreement can be ended, you must:
- (a) pay everything you owe us in relation to the Card (for example, charges and Government Duty)
  - (b) destroy any Card you hold by cutting vertically through the Chip or magnetic strip and return it to us at PO Box 4965, Dublin 18
- 9.2 We may end this agreement immediately or block any payments on your Account if:
- (i) you die
  - (ii) you are declared bankrupt or insolvent (under Irish or other law);
  - (iii) you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise;
  - (iv) you have failed security checks
  - (v) we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent
  - (vi) we are required to do so by law, regulation or direction from an authority we have a duty to obey
  - (vii) you have breached these terms and conditions or the Account terms and conditions; or
  - (viii) your Account is overdrawn without an agreed overdraft permission or is operating in excess of your agreed overdraft permission.
  - (ix) we have good reason to believe you do not wish to use your card in future; you agree that we can assume you do not wish to use your card in future if you do not use it for a continuous period of 90 days or more
- 9.3 We do not have to notify you beforehand if we end this agreement or block your Account for any reason listed in Clause 9.2. We are not liable to you or anyone else if we block your Account for any reason listed in Clause 9.2. We will tell you how the block on your Account can be removed (if it can be).
- 9.4 We do not have to provide ATM facilities at all times or during particular hours and we may withdraw any of our ATM facilities at any time.
- 9.5 We are not liable for:
- (a) delay, interruption, error or failure of ATM or Card services, for example for scheduled maintenance
  - (b) interruption to services not within our reasonable control, for example an Act of God, a failure of electrical power, industrial action, industrial disputes or the failure of technical equipment or software
  - (c) any loss caused by an unavailable or broken ATM.

## **10.0 Changes to these Terms and Conditions, Account Transaction Fees and Service Charges**

- 10.1 We may add to or change these terms and conditions at any time. We may add new fees and charges or change existing fees and charges at any time.
- 10.2 We may amend or alter any facility on your Card at any time.
- 10.3 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 or amend or alter any facility on your Card. 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.
- 10.4 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for this) and return the Card to us but first you must pay us any charges or Government Duty that you may already owe in connection with your Card.

- 10.5 If you do not return the Card to us you are deemed to accept the changes which we tell you about under Clause 10.3 on their effective date.

### **11.0 Identification**

- 11.1 We have obligations under law and regulations concerning the prevention of money laundering and terrorist financing as well as complying with taxation requirements. This means we may require you to produce evidence as to your identity, current permanent address, source of funds lodged or proposed to be lodged to the Account.

### **12.0 Waiver**

- 12.1 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.

### **13.0 Reading this Document**

- 13.1 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.
- 13.2 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 by these examples.
- 13.3 The index and headings used in these terms and conditions are there to assist you and do not form part of the legal agreement between you and us.
- 13.4 A reference to a "person" includes a human being, corporation, partnership or organisation.
- 13.5 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").
- 13.6 The English language is and will be used for the purpose of interpreting these Terms and Conditions and for all communication in connection with a Card.

### **14.0 Disputes or Unauthorised Transactions**

- 14.1 If there is a dispute about your Account or Card, 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 or the Verified by Visa service, you agree that we can conclude that the transaction was made by you.
- 14.2 You should check your Statement or eStatement we provide to you and contact us without delay if you think there is any unauthorised or incorrectly executed transaction on your Account. If you are registered with Bank of Ireland 365 we recommend you check your Account transactions regularly and report any disputed transactions, errors or omissions to us without delay. Delay means we may not be able to compensate you for any loss you may have suffered as a result of disputed or unauthorised transactions.

### **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 inform your bank branch about your problem. You can do this by calling in, phoning or writing to the Customer Service Manager of that branch. You also have the choice to make

the complaint to our Customer Care Unit by phone on 1850 753 357 on a Banking Day between 9am and 5pm (The number is +353 1 661 5933 if calling from abroad). You can also write to 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.

- 15.2 If you are not satisfied with how we have dealt with your complaint, you may raise the matter with the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: + 353 1 662 0899, Fax: + 353 1 662 0890, e-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie), website: [www.financialombudsman.ie](http://www.financialombudsman.ie).

## **16.0 How Irish law applies to this Document**

- 16.1 These terms and conditions and any matter arising from the Card or your Account are governed by the laws of the Republic of Ireland. The courts of the Republic of Ireland have exclusive jurisdiction in connection with them.
- 16.2 Any references to law or taxation in these terms and conditions are accurate on the print date but are to be read to reflect later changes in law or taxation.