

Current Account

**Your Basic  
Bank  
Account**

Bank of Ireland



# It's the little things that matter

The hellos, the take your times and the what can I do for you today...

# So how about we start here?

When you open up a current account with us, we're committed to being much more than 'that place where you keep your money'.

With 250 branches nationwide, over the phone availability, online & mobile app banking, it all adds up to something much bigger. It's about easier banking for your day to day, and your more specialist needs – anytime anywhere.

**A bank that's there for the big stuff, the small stuff and everything in between.**

## Ways to Bank

### Key features of your Basic Bank Account\*:

- ▶ Visa Debit Card (Government Stamp Duty may apply)
- ▶ 365 Phone and Online Banking
- ▶ Bank of Ireland Tablet and Mobile Banking

Here is a quick guide to the many ways to bank with us.

### Paying into your bank account

There are several ways of lodging money into your Bank of Ireland Basic Bank Account.

#### 1. Online/Phone and Tablet/Mobile Banking Transfers

With 365 online/Phone, Tablet and Mobile Banking you can do credit transfers to another account simply. Register for 365 online by calling 1890 365 500. To register for Mobile banking you must be registered for 365 online.

#### 2. Electronic Funds Transfers (EFT)

EFT is a simple, secure and reliable service which enables organisations to make payments directly into your account such as your wages, pension or Department of Social Protection payments.

\* The purchase of additional services is not required in order to access a payment account with basic features

### 3. Branch Lodgements

There are two ways to lodge funds within the branch.

#### **Lodgement Machine**

You can make cash lodgements (no coins) and cheque lodgements with your Bank of Ireland Visa Debit card by using lodgement machines in the branch. If there are queues at the counter this is by far the quickest method to lodge to your account.

#### **Over the counter**

Alternatively, using your Bank of Ireland Visa Debit card you can make a cash and cheque lodgement directly into your account in any Bank of Ireland branch without having to fill out any dockets or forms. Just hand your card to the cashier and you will be asked to enter your PIN using the keypad on the counter.

## Payments out of your bank account

Bank of Ireland offers 4 ways for you to make payments from your bank account.

### 1. Using Cards

Using a Debit card for purchases in euro or foreign currency is one of the most popular forms of payment in Ireland. They allow you to pay for goods and services virtually anywhere in the world easily and conveniently.

#### **Visa Debit card**

Using a Visa Debit card for purchases in euro or foreign currency is almost like paying in cash, although it's more convenient. Using a Bank of Ireland Visa Debit card for purchases allows you to shop when you feel like it, and pay for your purchases directly from your current account. Visa Debit saves you from carrying large amounts of cash or writing cheques, as long as you have enough money in your account. It's quick and easy and you can also use it to:

- ▶ Keep track of your finances - using a Visa debit card makes it easier to keep track of your spending as your statement shows each transaction
- ▶ Cashback - get up to €100 as a cash withdrawal from your account at a retailer checkout at the same time as you purchase something (service available at retailer discretion)
- ▶ Worldwide acceptance - Use your card for purchases in euro or foreign currency at home and abroad in over 200 countries where you see the Visa logo. This means you can shop for goods and services and withdraw money from the ATM just like you do at home
- ▶ Wider online acceptance - shop online, worldwide, where ever you see the Visa logo. To help protect your card when online, we have added a new security feature called Verified by Visa which gives you added security

If you use your Debit card abroad there may be charges. For details on fees and charges, please refer to the Fees & Charges section in this brochure.

## 2. Using automated payments

### Direct debits

Direct debits are an instruction you give to Bank of Ireland authorising an organisation to collect fixed or varying amounts from your bank account. Direct debits are useful for paying regular bills, such as gas or electricity. Paying by Direct debit saves time, is more convenient, and means you don't have to worry about remembering to pay a bill. It is common for utility providers to offer discounts if you pay by Direct debit.

To set up a Direct debit you either complete a Direct debit form (provided by the company or organisation you are paying) or provide authorisation over the phone, and the organisation that you're paying will ensure we know that you have authorised it. You can cancel

a Direct debit at any time by notifying Bank of Ireland. However, you must also notify the organisation the Direct debit is set up to pay. You can cancel a Direct debit by calling Bank of Ireland 365 Phone, by logging on to 365 online or by dropping into your branch.

## **Standing Orders**

This is an instruction you give to us to make regular payments to a specified person or company's bank account. The money arrives in their account up to three days after leaving yours, but some payments may get there quicker. The time taken depends upon where the money is coming from and going to.

You can set up a Standing Order on 365 online or in branch. The amount is fixed and paid at particular times and you may set them up so that they finish on a certain date or after a certain number of payments. You may cancel Standing Orders or amend the amount, date or frequency by dropping into your branch or by logging on to 365 online.

## **3. Using Online and Phone and Mobile payments**

Phone, online and mobile banking are becoming increasingly common in Ireland and many people like the convenience of these payment methods. They offer you a quick and easy way to do a credit transfer of funds from your Bank of Ireland account to any registered Banking 365 bank accounts, pay bills and set up payments 24 hours a day. You can also do a credit transfer of money to family and friends using only a mobile number using our Pay to Mobile service (Customers must be registered for Pay to Mobile service). Terms and conditions apply.

## **4. Using paper-based payments**

### **Cash**

Cash is still the most common means for most day-to-day purchases in Ireland, but this is

gradually changing. While cash is simple to use and widely accepted, if it is lost or stolen, it's gone forever. For this reason it can be a lot safer to use other forms of payment, particularly Debit cards.

## Keeping track of your money

It's a good idea to keep track of your money so you know where you stand and also to spot any unauthorised transactions. Keep track of your money by:

- ▶ Checking your bank statements/print off eStatements from 365 online
- ▶ Check ALL receipts
- ▶ Use 365 Phone and Online banking to view all of your transactions for the previous 13 months and also to customise the transaction listing e.g. to view all Standing orders or Direct debits

## Protecting your account

Looking after your personal details and checking your bank statements will help protect you from identity fraud. Identity fraud (or theft) is where someone impersonates you without your knowledge or consent, or uses your personal information to obtain money, goods or services.

Here are some things you need to do to help you stay safe:

- ▶ Never reveal your passwords, security numbers or PIN to anyone
- ▶ Don't allow anyone else to use your card
- ▶ Never write down or record your PIN, security numbers or passwords
- ▶ Destroy the letter containing your PIN immediately after you've received and memorised it
- ▶ When changing your PIN, don't use numbers that are easily guessed (e.g. 0000, 1234)
- ▶ Take care when storing or disposing of

information about your accounts. Take simple steps such as shredding printed material

- ▶ Ensure that you check your statement immediately upon receipt to check that all debits and credits against your account are accurate. If you are not in receipt of your regular account statement please check your transaction history on 365 online at least once per month
- ▶ Any unsolicited requests for Bank of Ireland account information you receive through pop-up windows, emails, or websites should be considered fraudulent and be discarded. Bank of Ireland will never send emails which require customers to send personal information via email or pop-up windows

## Fees and Charges for your Basic Bank Account

There are no quarterly transaction fees or fees for maintaining the account on this account.

From time to time, you may require additional services such as a duplicate statement or using your debit card abroad for purchases in euro or a foreign currency or cash withdrawals in foreign currency or outside the EU/EEA. You will be charged for these additional services, see details in the following pages. Any service charges will normally be debited from your account as they arise and will be shown separately on your account statement. See below for the list of service charges which apply to your account.



	Using a debit card for purchases in Euro	
	Within EU/EEA	Outside EU/EEA
Visa Debit (Point of Sale)	No Charge	2% of transaction value Maximum €11.43 per transaction

	Using a debit card for purchases in foreign currency	
	Within EU/EEA	Outside EU/EEA
Visa Debit (Point of Sale)	2% of transaction value Maximum €11.43 per transaction	2% of transaction value Maximum €11.43 per transaction

	Cash withdrawal	
	In Euro within EU and EEA	All other transactions (cross border handling charge)
Visa Debit (ATM)	No Charge	3.5% of transaction value. Minimum €3.17, Maximum €11.43 per transaction

Replacement of lost/ stolen/ damaged Card	€8.00 each
Replacement of lost or stolen Card PIN	€3.15 each

## Government Duties

ATM Card (ATM usage)	Charged annually in January	€0.12 for each cash withdrawal from an ATM capped at a maximum charge of €2.50
Debit Card (ATM usage only)	Charged annually in January	€0.12 for each cash withdrawal from an ATM capped at a maximum charge of €2.50
Debit Card (ATM & Debit usage)	Charged annually in January	€0.12 for each cash withdrawal from an ATM capped at a maximum of €5.00

Account Administration	
Non-routine services involving significant time by branch staff may generate an account administration charge. If such a charge is likely to arise, we will notify you in advance.	€33.00 per hour
Auditor /Accountant Queries	€33.00 per hour; Min €21.50
Balance/Interest Certificates (duplicates/ estimates)	€3.80 each
Bank Draft (Domestic)	€2.40 each
Comprising Charge €1.90 and Government Duty €0.50	
Cheque Encashment	€1.90 each
Cheque sent for Collection / Special Presentation	€5.05 each
Clearance of Non-Bank of Ireland cheque by phone	€3.80 + cost of call
Copy/Duplicate statement - First page - Additional pages	€3.80 each €2.50 each
International services – Refer to the Schedule of International Transaction Charges.	
Out of Pocket / Third Party Charges	
These charges may arise from the provision of, or outsourcing of, a service that a customer has requested or requires for example a courier. If a charge is likely to arise, we will notify you in advance.	
Queries provided for in Consumer Credit Act, 1995	€2.54 each

# Terms and Conditions

## Basic Payment Account

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## 1.0 Definitions of Terms used in this Document

Some explanations of common terms used throughout these Terms and Conditions.

“Account” means the Basic Payment Account in your name that you hold with us.

“Account Transaction” refers to the payment of money into or out of your Account, for example, cash lodgements and cash withdrawals, standing order debits and account transfers.

“ATM” means an automated teller or cash machine.

“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

“nonbanking day” means any other day;

“basic features” means the features of a payment account that enable consumers to avail of the services described as basic features in the Payment Accounts Regulations; for example (as concerns the Account): (a) opening, operating and closing the Account; (b) placing funds in the Account; (d) making a cash withdrawal in our branches (during opening hours) and throughout the European Union at ATMs; (e) making payments by Direct Debits, Standing Order or using a Debit Card (including on line); and (f) doing credit transfers where available in our branches and online.

“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.

“opening date” means the date we give you your account number for the Account (unless we have the right to refuse to allow you activate your Account after giving you your account number and so refuse);

“overdrawn” and “in overdraft” means you have taken more money from your Account than you have in it and can also mean the amount of money which you owe us as a result of doing that.

“paper payment(s)” means cheques, drafts, postal orders, Government warrants and other payments in paper form; but does not include banknotes and coins.

“payee” means a person who receives a payment.

“payer” means a person who makes a payment.

“Payment Accounts Regulations” mean the European Union (Payment Accounts) Regulations 2016 and any others that implement Directive 2014/92/EU or any amendment to or replacement of it in the Republic of Ireland.

“payment instrument” means a card, number, code, electronic profile or other thing personal to you that we give you to allow you make a payment transaction on your Account.

“PSR” means the European Communities (Payment Services) Regulations 2017 and a “PSR regulated payment”

“Schedule of Fees and Charges” means the schedule of fees and charges

relating to your Account that we give you when you open your Account (the schedule may be in the same document as these Terms and Conditions appear), as amended and replaced from time to time by us. "unauthorised overdraft" means any overdraft on the account no matter how it arises.

"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.

"you" and "your(s)" means the person or persons in whose name(s) the Account is opened.

## 2.0 Your Basic Payment Account

2.1 The Account is a Basic Payment Account and is provided by us to customers who have a right to open a payment account with basic features under the Payment Accounts Regulations.

2.2 We agree to provide you with a Basic Payment Account in your name if you:

(i) are legally resident in the European Union (we may ask you for evidence of this and are not obliged to open the Account if we are not satisfied with it); and

(ii) do not have a payment account with basic features in the Republic of Ireland in your name or in the name of yourself and another or others (we may ask you for a declaration to verify that and are not obliged to open the Account if we are not satisfied with it);

(iii) we are satisfied we will not breach any law or regulation on the prevention of money laundering or terrorist financing in opening the Account;

(iv) we are otherwise satisfied you have the right to open the Account under the Payment Accounts Regulations.

2.3 You may only have one Basic Payment Account with us. You can choose to have your Account in your own name only or in your own and another person's name (a joint account). If you choose to have a joint Account, then neither of you can have another Basic Payment Account in your own name, or another joint Basic Payment Account with another person.

2.4 If you choose to have a joint Account both of you must meet the rules that we set out in 2.2.

2.5 These Terms and Conditions apply to your Account and tell you how it works.

2.6 These also apply to your Account:

(i) The Account Application Form;

(ii) Laws and regulations and the directions of authorities which we are obliged to comply with;

(iii) The Schedule of Fees and Charges; and

(iv) The contents of documents we give you to make account transactions, for example, lodgement dockets where you make a cash or cheque lodgement.

2.7 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

2.8 You may not use your Account for business or for a charity, club, society or other organisation.

2.9 We have the right not to allow a payer (other than you) make a cash lodgement, cheque lodgement or other paper payment over the counter of a branch of ours into your Account. For example, if someone wants to pay a sum into your Account on a regular basis, we may ask them to set up a standing order or use our 365 online or phone services (if they bank with us) or similar services provided by their own bank (if they bank elsewhere).

2.10 The operation of your account is also subject to general law and regulation, including but not limited to (i) banking and payments regulation, (ii) anti-money laundering and terrorist financing regulation, (iii) data protection regulation, and we may suspend the operation of your account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your account, or stopped any transaction.

### **3.0 Operating your Account**

3.1 You must keep your Account in credit.

3.2 We do not provide an overdraft facility on the Account (meaning we do not permit you to have an overdraft on your account). You must not carry out a transaction on your Account that causes it to become overdrawn. If, through your breach of these terms and conditions or for any other reason your Account is overdrawn, that will be an unauthorised overdraft and you must repay all amounts overdrawn to us immediately on our demand.

3.3 You must always ensure that you have enough in your Account to complete an account transaction, for example:

- (a) cash withdrawal at an ATM;
- (b) using a debit card, for example for purchases;
- (c) making a payment using a telephone or the internet: for example a credit transfer;
- (d) if a standing order/direct debit is due to be paid;
- (e) when you are due to pay charges (if any).

3.4 You can make account transactions if the balance on your Account will still be in credit once the transaction has been made or will not go into an unauthorised overdraft.

3.5 You cannot use the value of a paper payment (for example, a cheque) lodged to your Account until it is cleared (see Clause 5 for more detail).

3.6 We may refuse to pay money from your Account if there is not enough money in it to make the payment or if it would cause it to go overdrawn. We do not have to tell you of this refusal beforehand.

3.7 We do not provide a cheque book on your Account.

3.8 The Account has the basic features. We also provide other services for the Account that are not basic features. You can choose to use the basic features only and not the other services. There are charges for the services that are not basic features (these are set out in the Schedule of Fees and Charges). There are no charges for the basic features of the Account for at least twelve months after the opening date but charges are possible after that (this is further explained in Clause 11).

### **4.0 Lodging Paper Payments to your Account**

4.1 You should only lodge a paper payment (for example, make a cheque lodgement) that is payable to you, to your Account. If we allow you to lodge any other paper payment you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.

4.2 If you lodge a paper payment (for example, a cheque cheque: lodgement) in a currency other than euro to your Account, we convert the amount to euro using our exchange rate for that currency on the date we add it to your Account.

4.3 If the payer's financial institution returns unpaid a paper payment in a currency other than euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

### **5.0 Paper Payments and Withdrawals from your Account**

5.1 When you lodge a paper payment (for example, make a cheque lodgement) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".

5.2 When you consider how much you can withdraw from your Account, you should not count in the value of any paper payment (for example a cheque) lodged into your Account until it has been cleared for withdrawal.

5.3 It can take up to 5 banking days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from

a Government Office (for example, a payment from the Office of the Paymaster General).

5.4 It depends on the payer, and the payer's financial institution, whether, or not the paper payment for example a cheque is cleared for withdrawal. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account.

5.5 Caution: You need to take great care when a paper payment for example a cheque lodgement is paid into your Account and has not yet cleared for withdrawal. In your Account statement, online Account details and balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 5.4. You should not assume a paper payment has cleared for withdrawal just because we show it in an Account statement, online or at an ATM.

## **6.0 Transactions on your Account**

6.1 You are responsible for ensuring that instructions to pay money into and out of your Account or example a credit transfer are correct and accurate. We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.

6.2 You agree that when we process any payment to your Account, made by yourself or by a third party, we will rely on the:

- Bank Identifier Code (or 'BIC');
- International Bank Account Number (or 'IBAN') that includes the account number and codes to identify the country, bank and branch of an account; or
- the Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
- Account Number (the number that identifies an account - usually 8 digits long), that is given with the payment.

If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.

6.3 If we receive a payment or payment instruction for example a credit transfer that does not have the information that we need to identify the account that is to receive the payment, for example, an Account Number and Sort code (or IBAN and BIC), we may refuse to process it. We will tell you if we refuse to process a payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.

6.4 If we receive a payment or payment instruction after the relevant cut-off time we will not process it until the next banking day. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times.

6.5 If we receive a payment or payment instruction on a non-banking day we will treat it as if we had received it on the next banking day.

6.6 If 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.

6.7 If you instruct us to make a payment from your account or example a credit transfer to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing

market rate.

6.8 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.

6.9 If a payment into your Account is received on a banking day, the relevant cut-off time has not passed, and the payment does not require currency conversion, other than a conversion from euro to another member state currency, or vice versa, we will credit your Account with the payment on the same banking day that we receive it. All other payments requiring a conversion will be credited to your account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account.

6.10 When you (or anyone else) make a cash lodgement to your Account in one of our branches and in the same currency as your Account, we will process it and immediately credit your Account.

6.11 Subject to 6.12, we will provide or make available to you a written receipt or record of Account (i.e. transaction receipt or statement) setting out the following details in respect of all account transactions;

(a) A reference enabling you to identify each transaction;

(b) The amount of the transaction;

(c) The amount of any charges applied to the transaction;

(d) Where applicable, the exchange rate applied to the transaction;

(e) The debit or credit value date of the transaction;

6.12 You have the option to receive the transaction information set out in 6.11 as individual transaction receipts or in periodic statements which will be provided or made available free of charge at an agreed frequency, and at least monthly. You agree that we will provide statements at an agreed frequency, except where (during the relevant statement period) you carried out less than 4 transactions or your Account balance is between €0 and €20, in which circumstances the statement will not issue, but will be available on request. You will always receive a statement at least annually. You will notify us if you want to opt for a different frequency, or receive individual transaction receipts.

6.13 Once your Account is registered for 365 Online:

6.13.1 You will have access to eStatements for your Account and you will not receive paper copies of certain documents or statements for your Account. 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. If you register to be provided with documents and Account statements in paper form, you will continue to be provided with eStatements for your Account. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires. eStatements can be viewed by you and will be stored by us in accordance with your 365 Phone and Digital Banking Terms and Conditions. We will send an email notification to you to the email address you have provided for 365 Online when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on 365 Online. You can opt out of receiving email notifications by editing your preferences on 365 Online. You will be deemed to have received an eStatement once that eStatement is available on 365 Online.

6.13.2 You can at any time choose to be provided with paper documents, statements or transaction receipts by editing your preferences on 365 Online and in accordance with your 365 Phone and Digital Banking Terms and Conditions, they will issue in paper.

## **7.0 Lodgement Machines**

7.1 You can lodge certain paper payments (including cheque lodgements) and banknotes (or a mixture of cheques, other paper payments and bank notes) to your Account by using a lodgement machine, where available. Coins cannot be lodged in these ways.

7.2 If you use a lodgement machine to lodge paper payments such as a cheque lodgement we will not treat the paper payment lodgement as received by us until we have taken it from the lodgement machine and checked it. We will only credit your Account with a paper payment express lodgement when we have received and processed it. When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.

7.3 If we find a suspected counterfeit banknote in a lodgement, we will retain it and the value of it will not be credited to your Account. If, following investigation, the suspected counterfeit banknote proves to be genuine, the value of it will be credited to your Account.

7.4 If any cash lodgement or cheque lodgement or other paper payment lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent cheque or other paper payments we make an appropriate correcting entry in accordance with clause 10.1.

7.5 We may limit the amount of cash lodgements you can make using a lodgement machine. These limits will be shown on notices in our branches and may vary from time to time.

7.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the cash, cheque or other paper payment lodged until we have opened, counted and processed them.

7.7 To use a lodgement machine you must use an ATM Card and PIN (payment instruments) that we have issued to you for use on your Account.

7.8 If we find a difference between the value of the paper payments for example cheque lodgements you have inserted in a lodgement machine and the value you have confirmed while using it, you permit us to correct the value of the lodgement and you accept that correction (but not where it is clear we made a mistake).

7.9 You agree to accept the testimony of any employee of ours who processed an express lodgement, as to how much he or she found in an express lodgement envelope or lodgement machine (but not where it is clear that we or our employee made a mistake).

## **8.0 Standing Orders**

8.1 A standing order is a written instruction from you to pay a fixed amount from your Account at regular intervals (for example, every week, month, year) to another account held by either you or another person with us or with another financial institution.

8.2 You must give us the Sort Code and Account Number (which are explained in Clause 6.2) of the person that you want to make the payments to. If you like, you can also give us a reference number that we will include with all payments.

8.3 You can (a) postpone an individual payment under a standing order; or (b) change or cancel a standing order set up on your Account, by giving a written instruction to the branch where you have your Account by close of business one banking day before the standing order is due to be paid. If your written instruction (to postpone, change or cancel) arrives later than that and we make a standing order payment which does not comply with your written instruction, we will not be liable to you or anyone else for any loss or expense which results.

8.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.

8.5 If you have an agreement with a payee to pay a sum by standing order, that agreement is not changed if you cancel the standing order. We have no obligation to you or to the payee to make alternative arrangements to pay money you owe the payee.

## **9.0 Direct Debits**

9.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ("scheme rules").

9.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.

9.3 The Originator can take a payment from your Account if both (a) you have authorised a direct debit instruction in the Originator's favour;



and (b) the Originator has followed the scheme rules.

9.4 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes overdrawn.

9.5 If you wish to cancel a direct debit or a direct debit payment on your Account, you must give a written instruction to the branch where you have your Account. To stop a direct debit payment, your written instruction must reach your Account branch at least one banking day before the payment is due. If your written instruction to cancel arrives later than that; and we make a direct debit payment we will not be liable to you or anyone else for any loss or expense which results.

9.6 Any agreement you have with an Originator is not changed when you cancel a direct debit instruction with us. We have no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.

9.7 You can request a refund of a direct debit payment up to eight weeks from the date that any direct debit was paid from your Account.

9.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of section 11.

9.9 We have no duty to you in relation to goods or services supplied by an Originator.

9.10 We provide a series of SEPA direct debit services which will allow you to manage your direct debit payments. Full details of these services can be found at [www.bankofireland.com/sepadirectdebits](http://www.bankofireland.com/sepadirectdebits). We can change these services from time to time. We will process any direct debit service instruction you give on by the banking day that follows the day we receive your instruction. You should send us any instruction in good time before you want it to take effect. We accept no liability arising from any late receipt by us of an instruction from you.

## **10.0 Incorrect, Disputed or Unauthorised Transactions**

10.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand.

In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recover of the misdirected payment(s).

10.2 You must tell us about any transaction that you did not authorise, or any transaction that was not done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us free of charge via the Freephone number listed on our website [www.bankofireland.ie](http://www.bankofireland.ie)

10.3 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that, in the absence of obvious error, these records are evidence of dealings in relation to your Account.

10.4 If an unauthorised payment is made from your Account, we will, subject to 10.5 and 10.6 below, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid we will be entitled to recover it from your account without further reference to you.

10.5 If any unauthorised payments came about because a payment instrument (for example, your card, number or code) was lost, stolen or misappropriated, and this is reported to us as soon as possible after you become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the payment instrument was not detectable to you then you will have no liability for any unauthorised transactions except where you have acted fraudulently.

10.6 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud or gross negligence by you.

10.7 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if

the transaction had not happened.

10.8 We will not be responsible for any losses caused if we make a payment for you that contained an incorrect Account Number and Sort code (or IBAN and BIC) supplied by you (these things are explained in Clause 6.2). We will make every reasonable effort to get back any money involved in the transaction for you. We may charge you for any reasonable costs that we have to pay in getting this money back for you.

10.9 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.

## **11.0 Account Transaction Fees, Service Charges and Government Duty**

11.1 For the first 12 months after the opening date, we will not charge (a) a fee for maintaining the account; or (b) account transaction fees for services that are basic features of the Account, for example we do not charge for account transactions such as cash or cheque lodgements and withdrawals on your Account.

11.2 At any time once the 12 month period mentioned in Clause 11.1 has passed, we may charge reasonable fees for maintaining the account and services that are basic features if the total of the amounts paid into the Account in any relevant 12 month period is greater than  $M \times 2,080$  where (a) "M" = the minimum hourly rate of pay under Irish law as further described in the Payment Accounts Regulations; and (b) "relevant 12 month period" means any 12 month period ending on the first, second, third, fourth or fifth anniversary of the opening date. For the avoidance of doubt, this Clause operates once the total of the amounts paid into the Account in any relevant 12 month period is greater than  $M \times 2,080$ ; even where the total amounts paid into the Account in a later relevant 12 month period are less than  $M \times 2,080$ .

11.5 There are service charges for particular services that are not basic features of the Account and these will apply from the opening date. These are also shown in the Schedule of Fees and Charges. For example there are charges for sale of bank drafts. There will be a cross border handling fee or commission on certain non-euro Debit Card transactions for example when you use your Debit card for purchases in euro or foreign currency. Details are contained in the "ATM & Debit Card Terms and Conditions" and in our "Schedule of International Transaction Charges"

11.6 Our "Schedule of International Transaction Charges" shows our charges for international payments, travel money and other services. You can get a copy of this from our branches or on our website: [www.bankofireland.com](http://www.bankofireland.com).

11.7 We have a legal duty to collect Government Duty that you owe concerning your Account, for example on your debit card.

11.8. You permit us to collect from your Account any of the fees, service charges and Government Duty that you may owe, on the date or dates we select. When we charge for service, we generally take the charges from your Account when we provide the service.

## **12.0 Interest on Amounts you Owe us**

12.1 You must pay any amount you owe us concerning the Account for example any unauthorised overdraft on its due date (or on our demand for it where these terms and conditions provide for you to pay a sum on demand). Interest at a rate of 4% per annum may apply to any amount that is due for payment (or which we have demanded) from its due date (or date of our demand) until it is paid in full. Once the due date for its payment has passed (or we have demanded its payment) you authorise us to take any amount you owe us concerning the Account and any interest on it from your Account without the need to notify you beforehand.

## **13.0 Joint and Several Liability**

Where the Account is a Joint Account the following apply:

13.1 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 the Joint Account Holders to (a) pay us any money owing to us in connection with your Account; and (b) meet any obligation concerning your Account.

13.2 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 Joint Account Holders knowing, including closing the Account, taking all or any of the money out of the Account, asking for communications (including statements) to be provided electronically or on paper, applying for credit or ending services.

13.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form or electronic form, for example an eStatement) this will be deemed to be notice to all of the Joint Account Holders.

13.4 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.

13.5 Unless you have instructed us otherwise in writing and in a form agreed by us, on the death of any Joint Account Holder any money standing to the credit of the Joint Account will, subject to compliance with any legal requirements, be paid to or at the order of any surviving Joint Account holder(s), without prejudice to our right of set-off or any other of our rights acquired by law.

#### **14.0 Identification**

14.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:

- (a) Proof of your identity and your address;
- (b) How you got the money that you wish to pay into your Account;
- (c) Facts about the person, business or group to whom you wish to pay money from your Account; and
- (d) Any other information that might be required by law or regulation.

14.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.

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

15.1 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. (This Clause is subject to Clause 11 and the Payment Accounts Regulations).

15.2 We will tell you in advance if we add to or change these Terms and Conditions or if we add new fees and charges or change existing ones. The type and amount of notice that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, telephone (including recorded message) or other means of communication we deem appropriate.

15.3 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) and close your Account but first you must pay us any money due to us along with any charges or Government Duty (if any of these apply to the Account) that you owe in connection with your Account.

15.4 If you do not ask us to end this contract under Clause 15.3, you are deemed to accept the changes which we tell you about under Clause 15.2 on their effective date.

## **16.0 Losses and Expenses Caused by Breaking Contract**

16.1 If you break these Terms and Conditions, and that causes us to suffer any loss or have any expense, you will compensate us in full if we ask you.

## **17.0 Reading this Document**

17.1 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.

17.2 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.

17.3 In these Terms and Conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these Terms and Conditions is never limited to these examples.

17.4 The index and headings used in these Terms and Conditions are to assist you and do not form part of the legal agreement between you and us.

17.5 When a person performs a transaction on your behalf in relation to your Account, these Terms and Conditions will apply just as if you had performed the transaction yourself. Each reference to "you" in these Terms and Conditions should be read as such.

17.6 A reference to "consumer credit law" means the law, regulations and statutory codes which govern any overdrawn amount you may have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.

17.7 A reference to a "person" includes a human being, corporation, partnership or organisation.

17.8 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").

17.9 words and phrases defined in the Payment Accounts Regulations or in any European Union directive they implement shall have the same meaning when use in these Terms and Conditions unless they say otherwise.

17.10 If the Payment Accounts Regulations require the inclusion or exclusion of a term or condition in these terms and conditions, that term or condition shall be deemed to be included in or excluded from these Terms and Conditions.

17.11 These terms and conditions oblige us to provide the basic features only to the extent we already offer the services that are basic features to consumers who hold payment accounts with us that are not Basic Payment Accounts.

## **18.0 Making a Complaint**

18.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, please follow these steps:

(i) Inform your bank branch about your problem. You can do this by calling in, phoning or writing to the Customer Service Manager of that branch. You also have the choice to make the complaint to our Customer Care Unit by phone on 1850 753 357 on a banking day between 9.00 am and 5.00 pm (+353 1 661 5933 if calling from abroad). You can also write to 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.

(ii) If you are not satisfied with how we have dealt with your complaint, you may raise it with the,  
Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Place,  
Dublin 2,

D02 VH29.

Telephone: +353 1 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

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

19.1 You may ask us to close your Account at any time. If you do, these Terms and Conditions will come to an end once both (a) we have paid you any balance on your Account; and (b) you have paid everything you owe in relation to your Account.

19.2 We may end these Terms and Conditions and close your Account by giving you two months' notice if any of the following things happens:

- (i) the balance on your Account is between zero and €10.00 and you have not carried out an account transaction on it for a period of 24 months or more;
- (ii) you do not legally reside in the European Union; or
- (iii) you open another payment account in the Republic of Ireland that has the basic features.

19.3 We may close your Account immediately if:

- (i) you deliberately use the Account for illegal purposes;
- (ii) you provided incorrect information in order to open the Account where the correct information would have resulted in the absence of a right under the Payment Accounts Regulations to open it;
- (iii) Doing so is necessary in order to comply with laws and regulations against money laundering and terrorist financing.

19.4 We may block payments on your account if:-

- (i) you die or are declared bankrupt or insolvent in Ireland or elsewhere;
- (ii) you fail security checks;
- (iii) we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent; or
- (iv) we are required to do so by law, regulation or direction from an authority we have a duty to obey.

19.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 19.3 or 19.4. We have the right to dispense with the requirement for 2 months' notice under Clause 19.2 if giving it would be contrary to objectives of national security or public policy. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 19. If we block your Account under Clause 19.4 we will tell you how the block on your Account can be removed (if it can be).

19.6 We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

## **20.0 Law and Language**

20.1 These Terms and Conditions and any matter arising from your Account are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them and your Account.

20.2 The English language is and will be used for the purpose of interpreting these Terms and Conditions of the Account and for all communication in connection with the Account.

20.3 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.

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

37-1376R.3(03/18)





