

Debit Card

Terms and conditions

Terms and Conditions – 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 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 Mobile Banking” means the online system which allows you to access and use some of our services using a Bank of Ireland App on your mobile, tablet or other device”
- 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 make a cash withdrawal by way of 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 “Contactless” means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card is held close to the Card reader rather than inserted into a POS terminal.
- 1.10 “Cut-off time” means the latest time in any Banking Day that we can process a particular Account transaction, request or instruction on that Banking Day.
- 1.11 “Digital banking” (a) means our present and future online banking services which can be accessed through 365 Online, and Bank of Ireland Mobile Banking; and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking where that makes sense.
- 1.12 “eStatement” means any document or statement provided or made available in electronic form.
- 1.13 “Payee” means a person who receives a payment.
- 1.14 “Payer” means a person who makes a payment.
- 1.15 “PIN” means a personal identification number that you use with your Visa Debit Card.
- 1.16 “POS terminal” means an electronic device which can accept Visa Debit Card transactions.
- 1.17 “Retailer” means a business that allows you to pay for goods or services using a Visa Debit Card.

- 1.18 "3D Secure" means a system used as an added layer of security for Debit Card transactions. Examples include, Visa Secure and Mastercard® SecureCode™. For more information about our 3D Secure service, please see our Frequently Asked Questions at www.bankofireland.com.
- 1.19 "3D Secure Passcode" means your one time passcode sent to your mobile phone by text message (SMS) for use on 3D Secure which you may need to complete a purchase using your Card.
- 1.20 "Third Party Providers" (or "TPP's") - means a third party provider who is authorised by a relevant regulatory authority to provide certain services to customers such as accessing information and making payments from accounts which are accessible online.
- 1.21 "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.
- 1.22 "Security Credentials" means the personalised security features we require you to use now or in future to (a) access your Account through our online phone and mobile banking channels; and (b) to authorise an Account transaction. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, on time passcode (such as 3D Secure Passcode), security number or code (for example, those generated by a physical or digital security Key), a response to push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.
- 1.23 "Visa Scheme" means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.24 "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.
- 1.25 "you" and "your(s)" means the person or persons whose name appears on the Visa Debit Card and any third party authorised to act on your behalf, for example a TPP.
- 1.26 "Digital Banking" means our internet banking service accessed via a web browser.
- 1.27 "365 Online": means our internet banking service accessed through a web browser.

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 for a cash withdrawal from your Account in our branches that provide cash services. You can use your Card to make a cash withdrawal from any ATM.
- 2.5 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 the first Card we issue you is acceptance of these Card terms and conditions. These terms and conditions (as amended from time to time) will continue apply to any other Cards we issue you until they are terminated in accordance with these terms and conditions.
- 2.6 You may use your Card for purchases in euro or a foreign currency 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.

(f) You give the correct Security Credentials if required.

- 2.7 We set daily transaction limits for Card transactions for example cash withdrawals and using your Card for purchases. 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.
- 2.8 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.
- 2.9 If you have not used your Card in the last 12 months, we may not automatically reissue you with a Card.
- 2.10 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 referral item charges and interest surcharges and other payments from your Account may be returned unpaid.

3.0 Protecting your Card, PIN and other Security Credentials

- 3.1 You should sign your Card as soon as you receive it.
- 3.2 You must keep the PIN secret, memorise it and take the greatest possible care to prevent anyone knowing it or using it fraudulently or without your permission. You should never write down the PIN in a place where you also keep the Card or where it can be easily linked to your Card.
- 3.3 When making online transactions you may be required to enter a 3D Secure Passcode that will be sent to your mobile number we hold on file for you. To complete such a transaction you will need to enter the passcode provided. If you use the 3D Secure service, such use will constitute acceptance of the terms of use of 3D Secure. These terms of Use can be found at boi.com/3DSecureTermsOfUse
If you use the 3D Secure service, you agree that we can conclude that the transaction was made by you. You must make sure that we have your up to date mobile phone number to send 3D Secure Passcodes because if we do not have a valid mobile phone number for you, you may not be able to use your Card for online transactions.
- 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 other Security Credentials, you must contact us immediately. You may advise us free of charge via the Freephone number listed on our website 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 Digital Banking
- 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 eStatement can be viewed by you and will be stored by us in accordance with your Digital Banking terms and conditions.
- 3.9.4 We will send an email notification to you to the email address you have provided for Digital Banking when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on Digital Banking.
- 3.9.5 You can at any time opt to be provided with paper documents and statements by editing your preferences on Digital Banking, 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 Using your Card for purchases and cash withdrawal

- 4.1 When you carry out a cash withdrawal at an ATM 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, 3D Secured Passcode or any other Secured Credential.
- 4.3 When you use your Card for purchases in euro or a foreign currency, the 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 Digital Banking, ATMs and on statements which are printed using a branch statement printer.
- 4.4 You should not use your Card to put your account in overdraft 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 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.
- 4.7 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 for purchases 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 Contactless transactions

(i) This clause applies when the Card has been enabled by us to allow you to carry out Contactless transactions.

(ii) You can use the Card to make purchases for small amounts without using the Chip and PIN.

(iii) When using your Card for purchases using a Contactless Card reader you must place your Card against the reader in the retail outlet. The Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert your Card and enter your PIN.

(iv) There is a limit on the value of each Contactless transaction set by the Visa Scheme. Details of this limit are available on our website at www.bankofireland.com.

5.4 Cardholder not present transactions

(i) You may carry out a Card transaction when you are not in the presence of a Retailer (for using your Card for purchases when you are on the telephone or internet). This is called a "Cardholder not present transaction" and the Retailer may record the following details:

(1) Your 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.

(ii) You may be required to provide Security Credentials (such as 3D secure Passcode) in order to complete an online transaction.

5.5 Retailers in general

(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 for a period of time as set out in 5.4(i) above.

5.6 If a person misuses the information you give in a Cardholder not present transaction (for example any information of the type mentioned in Clause 5.4), we are not liable for any loss you suffer as a result.

5.7 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.

5.8 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.

5.9 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.

5.10 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.

5.11 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.

5.12 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, 3D Secure Passcode or other Security Credentials becomes known or is in possession of someone else. You must inform us by calling us free of charge via the Freephone number listed on our website 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, 3D Secure Passcode or other Security Credentials.
- 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, 3D Secure Passcode or other Security Credentials 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 may advise you and/or the relevant Cardholder via phone call, SMS message or email as appropriate. If we deem it necessary we may block or restrict your Account and/or any Card issued on the Account and may 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.
- 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 for example using your Card for purchases in a foreign currency, 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 using a Card for purchases in a foreign currency 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 make a cash withdrawal in a non euro currency. We may charge commission on non euro including cash withdrawals carried out at our ATMs. We do not charge commission for these cash withdrawals:
- (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 these terms and conditions at any time. But before the terms and conditions can be ended, you must:
- (a) pay everything you owe us in relation to 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 with an unauthorised overdraft 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.
- 10.6 We may not always provide you terms and conditions with each Card which is a renewal or a replacement. We will send you terms and conditions with the first Card we issue on your Account. The most up to date version of the terms and conditions that apply to your Card can also always be found on the Banks website at www.bankofireland.com. You can also request a copy from us at any time free of charge.

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, the Card reader in a Contactless transaction or the 3D Secure Passcode, 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 Digital banking 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 you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website (www.bankofireland.com). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.) 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. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2. D02 VH29.

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.

www.bankofireland.com

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