

# Second Level Student Account

---

Terms and conditions

# Second Level Student Account Terms and Conditions

## Content

Terms and Conditions – Second Level Student Account	2
Second Level Student Account – Distance Marketing Directive	13

# Terms and Conditions – Second Level Student Account

- 1.0 Definitions of Terms used in this Document
- 2.0 Your Second Level Student Account
- 3.0 Operating your Account
- 4.0 Lodging Paper Payments (for example, cheque lodgements) to your Account
- 5.0 Paper Payments and Withdrawals from your Account
- 6.0 Transactions on your Account
- 7.0 Third Party Providers
- 8.0 Lodgement Machines
- 9.0 Incorrect, Disputed or Unauthorised Transactions
- 10.0 Account Transaction Fees and Service Charges
- 11.0 Converting your Account
- 12.0 Identification
- 13.0 Changes to these Terms and Conditions, Account Transaction Fees and Service Charges
- 14.0 Losses and Expenses Caused by Breaking Contract
- 15.0 Reading this Document
- 16.0 Making a Complaint
- 17.0 Ending this Agreement and Interruption to Services
- 18.0 Law & Language
- 19.0 General Terms
- 20.0 Government Duty

We offer the Second Level Student Account to applicants who are in full time second level education ('Second Level School'). You cannot have a cheque book, or set up standing orders or direct debits on this Account. If you wish to apply for a cheque book, or to set up standing orders or direct debits, you must be aged 18 or more and convert your Account to a standard Personal Current Account, or (if you qualify for one) to a Third Level Student Current Account or other account with those features that the Bank makes available to you.

## **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 second level student account in your name that you hold with us.
- 1.2 "Account Information Service Provider" or "AISP" means a Third Party Provider that provides a service to allow you to see information in one place about payment accounts you hold with payment services providers, for example, your Account with us if it is an Online Payment Accounts.
- 1.3 "account transaction" refers to the payment of money into or out of your Account, for example, cash lodgements, cash withdrawals and includes any Account transactions initiated through a TPP or anyone else on your behalf.
- 1.4 "Bank of Ireland Mobile Banking" means our online system that allows you to access and use some services using a Bank of Ireland App.
- 1.5 "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.
- 1.6 "365 Online" means our internet banking service accessed via a web browser.
- 1.7 "365 Phone" means our telephone banking service.
- 1.8 "ATM" means an automated teller or cash machine.
- 1.9 "Card" means the card personal to you, that we give you to allow you to make payment transactions on your Account.
- 1.10 "Card Based Payment Instrument Issuer" or "CBPII" means a Third Party Provider that request us to confirm if money is available in your Online Payment Accounts to fund a payment you want to make using a card.
- 1.11 "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.
- 1.12 "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.
- 1.13 "fee quarter" means a three month period that we use to calculate account transaction fees. (We explain how this works in the Schedule of Fees and Charges).
- 1.14 "Online Payment Account" means a Payment Account which someone can access or use through Digital Banking.
- 1.15 "paper payment(s)" (a) means cheques, drafts, postal orders, travellers' cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 1.16 "payee" means a person who receives a payment.
- 1.17 "payer" means a person who makes a payment.
- 1.18 "payment instrument" means a Card, number code or other thing personal to you that we give you to allow you to make a payment transaction on your Account.
- 1.19 "Payment Account" means an account that is of a type that we list as a payment account on bankofireland.com

- 1.20 “Payment Initiation Service Provider” or “PISP” means a Third Party Provider that provides a service in which the PISP gives instructions to us on your behalf to carry out an Account transaction on your Online Payment Account where payments can be made using Digital Banking.
- 1.21 “PIN” means a personal identification number that you use with your Card.
- 1.22 “Schedule of Fees and Charges” means the “Schedule of Fees and Charges for Personal Customers” that we give you when you open your Account; and any changes to it; and any replacements of it. An up-to-date version of this brochure is available from any of our branches and online at [www.bankofireland.com](http://www.bankofireland.com).
- 1.23 “Security Credentials” means the personalised security feature we require you to use now or in the future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise an Account transactions. Sometimes we will give you Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode, security number or code (for example, those generated by a physical or digital security key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristics, or any combination of these features or other ones we require now or in the future.
- 1.24 “Third Party Provider” or “TPP” means any payment service provider that provides a payment service to you or any someone else that concerns the Account, for example an AISP, a PISP or a CBPIL.
- 1.25 “we”, “us” and “our” means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland, and its successors, and legal or equitable transferees or assignees.
- 1.26 “you” and “your(s)” (a) means the person or persons in whose name(s) the Account is opened or the person(s) in whose name(s) the Card is held and (b) includes you acting on your own and through anyone else you authorise to act on your behalf, for example, a TPP.
- 1.27 “eStatement” means any document or statement provided or made available in electronic form.

## **2.0 Your Second Level Student Account**

- 2.1 We agree to provide you with a Second Level Student Account in your name.
- 2.2 These terms and conditions apply to your Account and tell you how it works.
- 2.3 These also apply to your Account:
- (i) The Schedule of Fees and Charges; and
  - (ii) The terms and conditions that apply to your Card (which we give you with your Card); and
  - (iii) The contents of documents we give you to make account transactions, for example, lodgement docketts.
- 2.4 You may use your Account for your personal needs only.
- 2.5 You may not use your Account for business or for a charity, club, society or other organisation.
- 2.6 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 at all times
- 3.2 You must always ensure that you have enough in your Account to complete an account transaction, for example cash withdrawal at an ATM, making a payment with a Card, or Account transactions online, or Account transactions initiated through a PISP
- 3.3 You cannot use the value of a paper payment (for example, a cheque lodgement) lodged to your Account until it is cleared (see Clause 5 for more detail).

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

- 4.1 You should only lodge a paper payment (for example, a cheque lodgement) that is payable to you, to your Account. If we allow you to lodge any other paper payment you must pay 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, make a cheque lodgement) in a currency other than euro to your Account, we add the euro equivalent of the paper payment to your Account (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, 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 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 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 is paid into your Account and has not yet cleared for withdrawal. In your Account statement or eStatement, on-line 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, eStatement, online or at an ATM.

### **6.0 Transactions on your Account**

- 6.1 You are responsible for ensuring that any instructions to pay

- money into and out of your Account is correct and accurate whether (a) you give the instruction yourself or (b) someone else gives it, for example a TPP, gives it on your behalf. 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 can instruct us to carry out an Account transaction or give your consent (for example, a consent to allow us to give you a service) by following the procedures we set out for you now and in the future, for example:
- (a) using your Security Credentials;
  - (b) using a Payment instrument;
  - (c) in writing (for example by writing to a branch);
  - (d) verbally (as long as you follow our security procedures);
  - (e) using 365 Phone.
- 6.3 When you open your Account, give us an instruction or your consent concerning a service, you agree that we can process (use) your personal data to obey your instruction or give you the service.
- 6.4 You agree that when we process any payment to your Account, made by yourself, by someone else or by you through a TPP, we will rely on the:
- BIC (the Bank Identifier Code);
  - IBAN (the International Bank Account Number that includes the account number and codes to identify the country 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 will not compensate you or anyone else if that results in any loss or expense.
- 6.5 If we receive a payment or payment instruction which was initiated by you or by someone else on your behalf (for example, a TPP) that does not have the information that we need to identify the account that will 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 and/or the TPP if we refuse to process a payment or payment instruction from your Account for such reasons. We will not be liable to you or anyone else if that results in any loss or expense.
- 6.6 If we receive a payment or payment instruction which was initiated by you or by someone else on your behalf (for example, a TPP) 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.
- 6.7 If we receive a payment or payment instruction which was initiated by you or by someone else on your behalf (for example, a TPP) on a non-banking day we will treat it as if we had received it on the next banking day.
- 6.8 If we receive your payment instruction before the relevant cut-off time (whether you gave it or it was initiated through a TPP or someone else on your behalf), 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 (noneuro), 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.
- 6.9 If you instruct us to make a payment from your Account to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate. This clause applies when someone else, for example a TPP, gives the instruction on your behalf.
- 6.10 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 6.11 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.
- 6.12 When you (or anyone else) make a euro 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.
- 6.13 Subject to 6.14, 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;
- 6.14 You have the option to receive the transaction information set out in 6.13 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 and you will notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 6.15 If a TPP (or any person other than you) gives us an instruction to make an Account transaction or do something else concerning your Account, we may refuse to obey the instruction if we know or reasonably suspect you have not authorised the TPP (or other person) to give us that instruction.
- 6.16 Once your Account is registered for Digital Banking:
- 6.16.1 You will have access to eStatements for your Account and you will not receive paper copies of some or all documents or statements for your Account.
- 6.16.2 If you register to get documents and Account statements in paper form, we will continue to give you 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 you and us, are 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.
- 6.17 eStatements can be viewed by you and will be stored by us in accordance with your Digital Banking Terms and Conditions.
- 6.18 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 through Digital Banking. You can opt out of receiving email notifications by editing your preferences through Digital Banking. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.
- 6.19 You can choose at any time to be provided with paper documents and statements by editing your preferences through Digital Banking and in accordance with your Digital Banking Terms and Conditions documents and/or statements will issue in paper.
- 7.0 Third Party Providers (TPP)**
- 7.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 7.2 Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information; or make relevant payments from your Account; or both. For more information on the types of information and payments a TPP can access and make please see [www.boi.com/PSD2](http://www.boi.com/PSD2)
- 7.3 You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.
- 7.4 A TPP may look for access to your Account, for example, to provide payment or account information services to you. However, we will only allow such access where you have permitted us to allow that.
- 7.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 7.6 *About PISPs.* If we receive an instruction from a PISP to initiate a payment on your Account, we will treat this as an instruction from you.
- 7.7 You can instruct a PISP to initiate a payment on your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to make the payment by using our online verification processes and your Security Credentials. Once you have authorised us in that way to make the payment initiated by the PISP we will treat the payment as though you asked us to make it yourself.
- 7.8 Once you have authorised us to proceed with a payment initiated by a PISP it can't be amended or stopped unless you ask us to amend or stop it before the relevant Cut-off time.
- 7.9 *About AISPs.* If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- 7.10 You can instruct an AISP to access and hold details of your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your account for up to 90 days and we will obey those requests. Once each 90 day period passes, you need to authorise us again

(in the way set out in this clause) if you wish us to continue to share information on your Account with your AISP.

- 7.11 *About CBPIIs.* If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a card payment, we will treat this as an instruction from you.
- 7.12 Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CPBII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
- 7.13 *TPPs when you have a joint account.* If the Account is in the name of two or more of you, one of you can instruct a TPP to access your Account details or initiate a payment on your Account by using the TPP's procedures and ours. If we receive a request from a TPP to access your Account details or initiate a payment, we respond to it as if all or both of you had made the request or asked the TPP to make it on behalf of each of you.
- 7.14 At any time you wish you can (a) cancel any service that a TPP provides you that concerns your Account; or (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission. If you send your TPP a cancellation when we are processing an instruction from them to carry out an Account transaction or to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.
- 7.15 If you permit a TPP to access your Account(s) and/or to initiate an Account transaction (for example, a payment from your Account):  
(a) the TPP will have access to your Online Payment Account(s);  
(b) we are not responsible for anything the TPP does;

## **8.0 Lodgement Machines**

- 8.1 You can lodge certain paper payments and banknotes (or a mixture of these) to your Account by a lodgement machine, where available. Coins cannot be lodged in these ways.
- 8.2 If you use a lodgement machine to lodge paper payments (for example, cheque lodgements) 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.
- 8.3 When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.
- 8.4 If we find a suspected counterfeit banknote in an express 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.
- 8.5 If any express lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments we make an appropriate correcting entry in accordance with clause 8.2
- 8.6 We may limit the amount of cash you can lodge using an

- express lodgement. These limits will be shown on notices in our branches and may vary from time to time.
- 8.7 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the paper payments lodged until we have processed them.
- 8.8 If we find a difference between the value of the paper payments 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).
- 8.8 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 a lodgement envelope or lodgement machine (but not where it is clear that we or our employee made a mistake).
- 9.0 Incorrect, Disputed or Unauthorised Transactions**
- 9.1 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.
- 9.2 You must tell us about any transaction that was not (a) authorised by you or by you on your behalf (for example, was not authorised by you through a TPP), or (b) done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us of any such disputed, unauthorised or incorrectly executed transactions for free by using the Freephone number listed on our website [www.bankofireland.ie](http://www.bankofireland.ie)
- 9.3 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that, in the absence of obvious error, these records are evidence of dealings in relation to your Account.
- 9.4 If payment is made from your Account, that was not authorised by you or on behalf of you, for example through a TPP) we will, subject to 9.5 and 9.6 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.
- 9.5 If any unauthorised payments came about because a payment instrument (for example your Card, number or code) was lost or stolen or misused and its loss or theft or misuse was reported to us without delay, 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.
- 9.6 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.
- 9.7 We will not be responsible for any loss caused if we can show that (a) a payment was made by us and received by the payee's bank within the time set out in these terms and conditions; or (b) the payment is not possible due to a regulatory or other legal reason.
- 9.8 If we suspect or detect any fraud or unauthorised activity on your Account, we will advise you by phone call, SMS message or email as appropriate unless doing so would break the law. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.
- 9.9 If any authorised payments 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.

- 9.10 We will not be responsible for any loss caused if we make a payment which was initiated by you on your behalf (for example, through a TPP) that contained an incorrect Account Number and Sort code (or IBAN and BIC) supplied by you or by someone else, for example, a TPP. 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.
- 9.11 We may refuse to process an instruction from a TPP to make an Account transaction or a request from a TPP to provide information where we know, or have reasonable grounds to suspect (a) that you have not authorised a TPP to give the instruction; or (b) that the instruction from the TPP may be fraudulent or given by mistake. If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.
- 9.12 We record the instruction you and any TPP give us. If there is a dispute between you and us or you and a TPP concerning the Account, you agree to accept our records as accurate (unless it is clear we made a mistake).
- 9.13 You should contact a TPP directly, if you have any queries or complaints regarding the services they provide you.
- 9.14 You agree to cooperate with us and give us information we ask for if you have a complaint about your Account and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.

## **10.0 Account Transaction Fees and Service Charges**

- 10.1 We do not charge account transaction fees for transactions such as cash or cheque lodgements and cash withdrawals on your Account; if, however, you have a Card, you should be aware that there will be a cross border handling fee or commission on certain non-euro transactions, details are contained in the "Visa Debit Card Terms and Conditions" and in our "Schedule of International Transaction Charges". We do not allow you to have a cheque book on your Account. You cannot set up direct debits and standing orders on your Account.
- 10.2 There are service charges for particular services, for example the sale of bank drafts. We will generally charge them to your Account when we provide the particular service. These are shown in the Schedule of Fees and Charges.
- 10.3 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).
- 10.4 You permit us to collect from your Account any of the service charges that you owe on the date or dates we select.
- 10.5 If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account(s) or for using Digital Banking.

## **11.0 Converting your Account**

- 11.1 You agree that when you leave second level education, we will change your Account to a Third Level Student Current Account (if you qualify for one) or a standard Personal Current Account or to another type of account that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.
- 11.2 You agree that if we do not enforce Clause 11.1 above or we

delay enforcing it, it will not stop us from taking any action to enforce it in the future.

## **12.0 Identification**

- 12.1 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; and
  - (c) Facts about the person, business or group to whom you wish to pay money from your Account.
- 12.2 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.
- 12.3 We may take whatever action we consider appropriate under any law (Irish or otherwise) (a) against fraud, money laundering or terrorism; or (b) concerning financial and other sanctions against people, organisations or states. For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else which arises as a result.

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

- 13.1 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.
- 13.2 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.
- 13.3 If we change or add to these terms and conditions, 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, interest, fees, charges or Government Duty that you already owe in connection with your Account.
- 13.4 If you do not ask us to end this contract under Clause 13.3, you are deemed to accept the changes which we tell you about under Clause 13.2 on their effective date.

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

- 14.1 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.

## **15.0 Reading this Document**

- 15.1 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.
- 15.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 15.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this

- to assist you. The meaning and scope of these terms and conditions is never limited to these examples.
- 15.4 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.
  - 15.5 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.
  - 15.6 A reference to a “person” includes a human being, corporation, partnership or organisation.
  - 15.7 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”).

## **16.0 Making a Complaint**

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/help-centre/customer-complaints-process](http://www.bankofireland.com/help-centre/customer-complaints-process)). 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 and Pension Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

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

- 17.1 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 and your Card (for example, any charges and Government Duty).
- 17.2 We may end these terms and conditions and close your Account by giving you two months' notice.
- 17.3 We may close your Account immediately or block any payments from it if:
  - (i) you die or lose contractual capacity;
  - (ii) you are declared bankrupt or insolvent in Ireland or anywhere else;
  - (iii) you have failed security checks we carry out; or we carry out a check that shows you have a bad debt with us [that you did not disclose in your application for the account];
  - (iv) we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
  - (v) we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - (vi) 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 12 months or more; or
  - (vii) you have breached these terms and conditions.

- 17.4 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 17.3. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 17.3. We will tell you how the block on your Account can be removed (if it can be).
- 17.5 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.

## **18.0 Law & Language**

- 18.1 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.
- 18.2 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.
- 18.3 Any references to law or taxation in these terms and conditions are accurate on the print date, and should be read to reflect later changes in the law or taxation.

## **19.0 General Terms**

- 19.1 The Visa Debit Card Terms and Conditions (provided to you with your Card and as amended from time to time) apply to your Card and are in addition to these terms and conditions. You should read these to understand how they apply to your Card.

## **20.0 Government Duty**

- 20.1 Government Duty is payable each year on your Card. At the time of printing, we will pay the Government Duty for you without charging it to your Account. If we decide in the future to charge Government Duty, we will charge it to your Account. We will tell you before we do this. Bank of Ireland is regulated by the Central Bank of Ireland. The Governor and Company of the Bank of Ireland is incorporated in Ireland with limited liability under C-1, Head Office, 40 Mespil Road, Dublin 4.

# Distance Marketing Information

## Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (the “DMD Regulations”)

### About us

We are The Governor and Company of the Bank of Ireland and we are also known as Bank of Ireland. Our main business is banking and financial services. Our Head Office is at 40 Mespil Road, Dublin 4.

Our Registered Number in the Companies' Registration Office is C-1. Our Value Added Tax (VAT) number is IE8Y42002P. Bank of Ireland is regulated by the Central Bank of Ireland. If you wish to contact us about the account, please write to the Bank of Ireland branch in which your account is held.

### Description of Financial Service

The financial service being supplied is a personal current account. The account may be used as set out in the account Terms and Conditions (as may be amended in future) and these will apply until the account is closed.

### Minimum Duration

The agreement can last for a particular period of time (or term) or it can be for an indefinite period. The Terms and Conditions of your account will set out what applies.

### Fees and Charges

We charge for certain services on the account. These charges are set out in the “Schedule of Fees and Charges for Personal Customers” (the “Schedule of Fees and Charges”) and the Schedule of International Transaction Charges. We take payment of fees and charges from the account. We reserve the right to change the fees and charges under the account Terms and Conditions. The Bank is legally obliged to collect certain duties on behalf of the Government each year, including duty on cheques and cards and, if these services relate to your account and are used by you. The present amount of Government Stamp Duty is included in the Schedule of Fees and Charges (the Government has the power to vary the amount of Stamp Duty at any time).

### Your Right to Cancel

Under the DMD Regulations, you may cancel your current account contract within 14 days of opening it by writing to your account opening branch. The regulations state you must include practical instructions for exercising the right to cancel the contract (which instructions must include the address to which notification of cancellation must be sent). Any money in the account will be returned to you but if your account is overdrawn, you will have to repay us the overdraft amount and any interest accrued on any overdraft before we close your account. We do not charge you for closing the account and cancelling the contract but we are entitled to be paid or to retain fees and charges due for (i) services provided by us under the Personal Current Account Terms and Conditions; (ii) any card we issue on your account; and (iii) any Government Stamp Duty you owe. If you do not cancel your contract under the DMD Regulations, your contract with us will continue until you (or we) close the account.

### Early Termination

You can close the account at any time in the manner set out in the account Terms and Conditions. The terms and conditions also set out when the Bank can close the account (for example, by notice to you or immediately where you breach the account Terms and Conditions).

## **Governing Law and Language**

The account will be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the account. The English language is and will be used for the purpose of interpreting the Terms and Conditions of the account and for this and all communication in connection with the account.

## **Making a Complaint**

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/help-centre/customer-complaints-process](http://www.bankofireland.com/help-centre/customer-complaints-process)). 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 you are not satisfied with our response you can refer the matter to the Financial Services and Pension Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

## **Compensation Scheme**

The Deposit Guarantee Scheme administered by the Central Bank of Ireland applies to eligible deposits held in Bank of Ireland. The maximum amount payable is 100% of all deposits held by one depositor subject to a maximum compensation of €100,000. Further details are available at any branch of Bank of Ireland. The Investor Compensation Scheme administered by the Investor Compensation Company Limited applies in respect of money or instruments owed by the Bank to customers in connection with investment services. The maximum amount investors can claim is 90% of their financial loss certified by the Administrator up to a maximum compensation of €20,000 per investor. The information in this schedule is valid until further notice.

BOI/4-734RU.22 (10/18)

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

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

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

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

BOI/4-734RU.23 (05/19)