

# ATM Cards



## ATM Cards

### Terms and Conditions

Effective from 23 November 2020



**Bank of  
Ireland**

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## 1.0 Definitions

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 our online system that allows you to access and use some of our services using a Bank of Ireland App.
- 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 **"Consumer"** means any individual that holds a Bank of Ireland Card for personal use not connected with his/her trade, business or profession.
- 1.7 **"eStatement"** means any document or statement provided or made available in electronic form.
- 1.8 **"Digital Banking"** (a) means our present and future online banking services which can be accessed through 365 Online, Bank of Ireland Mobile Banking, and services available on [bankofireland.com](http://bankofireland.com); and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or [bankofireland.com](http://bankofireland.com) where that makes sense.
- 1.9 Any reference to **"in writing"** or **"written"** includes an electronic or digital instruction, signature or receipt where the Bank offers those services digitally.
- 1.10 **"Payer"** means a person who makes a payment.
- 1.11 **"PIN"** means a personal identification number that you use with your ATM Card.
- 1.12 **"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.

- 1.13 **“you” and “your(s)”** means the person or persons whose name appears on the Card.
- 1.14 **“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 to make a cash withdrawal from your Account in our branches that provide cash services. You can also use it to withdraw cash at any Bank of Ireland ATM.
- 2.5 We set daily transaction limits for Card transactions for example cash withdrawals. 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.
- 2.6 If you have not used your Card in the last 12 months, we may not automatically reissue you with a Card.
- 2.7 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 other payments from your Account may be returned unpaid.
- 2.8 Your Card belongs to us. This means we may take it back at any time. If you are asked, you must return your Card immediately to us.

## **3.0 Protecting your Card and PIN**

- 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 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.
- 3.4 If your Card is lost or stolen or you think someone knows your PIN, you must contact us immediately. You may advise us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com).
- 3.5 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.
- 3.6 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.
- 3.7 Once your Account is registered for Digital Banking you will have access to eStatements for your Account and you will not receive paper versions of some or all documents or statements for your Account. If you request a paper copy of an eStatement we will treat this as a request for a duplicate statement and it will be managed in line with our duplicate statement process (which may include a fee). 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 document or 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 documents in electronic form and eStatements as the reference so requires. eStatements can be viewed and downloaded by you and will be stored by us in accordance with your Digital Banking terms and conditions.

We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some 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.

#### **4.0 Using your card for cash withdrawals**

- 4.1 When you carry out a cash withdrawal at an ATM 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.
- 4.3 You should not use your Card to put your account into overdraft unless you have agreed this in writing with us beforehand.

#### **5.0 Loss, theft or other misuse of your Card**

- 5.1 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 becomes known to someone else. You must inform us by contacting your branch or by telephoning 1890 706 706 or +353 567 757 007. You may also contact us free of charge via the Freephone number listed on our website [bankofireland.com](http://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.
- 5.2 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.
- 5.3 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.

- 5.4 You are not liable for any transactions carried out after you report an issue with your Card.
- 5.5 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 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.
- 5.6 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you and/or the relevant cardholder via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and/or any card issued on the Account and will advise you and/or the relevant cardholder of the block and how it may be removed.

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

- 6.1 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. You can get a copy of this from our branches or on our website [bankofireland.com](http://bankofireland.com).
- 6.2 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.
- 6.3 (i) A cross border handling fee is payable for ATM transactions outside of Ireland. 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 6.4.

6.4 At some of our ATMs we allow you to make a cash withdrawal non euro currency. We may charge commission on non euro transactions 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.

## **7.0 Joint and several liability**

7.1 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

## **8.0 Ending this Agreement and interruption to services**

8.1 You may ask us to end this Agreement at any time. But before the Agreement can be ended, you must:

- (a) pay everything you owe us in relation to the Card (for example, charges and Government Duty)
- (b) destroy any Card you hold by cutting vertically through the Chip or magnetic strip and return it to us at PO Box 4965, Dublin 18

8.2 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

8.3 We do not have to notify you beforehand if we end this agreement or block your Account for any reason listed in Clause 8.2. We are not liable to you or anyone else if we block your Account for any reason listed in Clause 8.2. We will tell you how the block on your Account can be removed (if it can be).

8.4 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.

8.5 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.

## **9.0 Changes to these terms and conditions, account transaction fees and service charges**

- 9.1 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.
- 9.2 We may amend or alter any facility on your Card at any time.
- 9.3 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.
- 9.4 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.
- 9.5 If you do not return the Card to us, you are deemed to accept the changes which we tell you about under Clause 9.3 on their effective date.

## **10.0 Identification**

- 10.1 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.

## **11.0 Waiver**

- 11.1 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.

## **12.0 Reading this document**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 A reference to a “person” includes a human being, corporation, partnership or organisation.
- 12.5 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”).
- 12.6 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.

## **13.0 Disputes or Unauthorised Transactions**

- 13.1 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, you agree that we can conclude that the transaction was made by you.
- 13.2 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.

## **14.0 Making a Complaint**

- 14.1 We're committed to providing you with excellent service at all times and hope we do not give you grounds to complain. However, if you wish to make a complaint you may do so in a number of ways. You can call or write to us, avail of our online complaints form, and advise our branch teams. Our website [bankofireland.com/help-centre/customer-complaints-process](https://bankofireland.com/help-centre/customer-complaints-process) provides further details about these channels and our complaints process.
- 14.2 If we cannot resolve your complaint within five working days, we will respond to your complaint in writing or if we hold an email address or mobile contact details for you, you agree we may respond by email or another durable medium.
- 14.3 If you are not satisfied with our response you can refer the matter to the Financial Services and Pensions Ombudsman by writing to them at The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. You can find more information on how to access their resolution process by visiting their website at [fspo.ie](https://fspo.ie)

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

- 15.1 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.
- 15.2 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.

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

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