



Basic Bank Account

Terms and Conditions

Effective from 19 April 2021



**Bank of
Ireland**

It's the little things that matter. The hellos, the take your times and the what can I do for you today...

So how about we start here?

When you open up a current account with us, we're committed to being much more than 'that place where you keep your money'. With branches nationwide, over the phone availability, online and mobile app banking, it all adds up to something much bigger. It's about easier banking for your day to day, and your more specialist needs – anytime, anywhere.

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

Ways to Bank

Key features of your Basic Bank Account*:

- ▶ Contactless Debit Card
(Government Stamp Duty will apply if the card is used)
- ▶ 365 phone and 365 online banking

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

Paying into your bank account

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

1. Online and Phone Banking Transfers

With 365 online and phone banking you can do credit transfers to another account. Register for 365 online by calling 0818 214 365.

2. Electronic Funds Transfers (EFT)

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

3. Branch Lodgements

There are two ways to lodge funds within the branch.

Lodgement machine

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

Over the counter

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

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

Payments out of your bank account

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

1. Using a Debit Card

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

Debit Card

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

- ▶ Keep track of your finances - using a Debit Card makes it easier to keep track of your spending as your statement shows each transaction.
- ▶ Cashback - get up to €100 as a cash withdrawal from your account at a retailer checkout at the same time as you purchase something (this service is available at the retailer's discretion).
- ▶ Worldwide acceptance - Use your Card for purchases at home and abroad in over 200 countries. This means you can shop for goods and services and make cash withdrawals from the ATM just like you do at home.
- ▶ Wider online acceptance - shop online and worldwide. To help protect your Card when online, we have added a new security feature called 3D Secure which gives you added security. If you use your Debit Card abroad there may be charges. For details on fees and charges, please refer to the Fees and Charges section in this brochure.

2. Using automated payments

Direct debits

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

To set up a direct debit you must complete a direct debit form (provided by the company or organisation you are paying), and the organisation that you're paying will ensure we know that you have authorised it. You can cancel a direct debit at any time by notifying Bank of Ireland. However, you must also notify the organisation the direct debit is set up to pay. You can cancel a direct debit by logging on to 365 online or by dropping into your branch.

Standing Orders

This is an instruction you give to us to make regular payments to a specified person or company's bank account. The time taken for money to arrive in their account after leaving yours will depend upon where the money is going to.

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

3. Using Online and Phone payments

Phone, online and mobile banking offer you a quick and easy way to carry out a credit transfer of funds from your Bank of Ireland account to any registered Banking 365 bank accounts, pay bills and set up payments 24 hours a day. You can also carry out a credit transfer to family and friends using only a mobile number using our Pay to Mobile service (Customers must be registered for Pay to Mobile service). Terms and conditions apply.

4. Using paper-based payments

Cash

You can withdraw cash to make payments from your account in one of our branches or at an ATM if you have a Debit Card.

Cash is still the most common means for most day-to-day purchases in Ireland, but this is gradually changing. While cash is simple to use and widely accepted, if it is lost or stolen, it's gone forever. For this reason it can be a lot safer to use other forms of payment, particularly Debit Cards.

Keeping track of your money

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

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

Protecting your account

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

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

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

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

Fees and Charges for your Basic Bank Account

With this account, there are no fees for maintaining the account. Fees for maintaining the account may be charged after 12 months depending on turnover. If you require additional services, such as using your Debit Card for transactions in a foreign currency, there will be cross border handling charges for those. Any such service charges will be debited from your account as they arise and will be shown separately on your account statement. See below for the list of service charges which apply to your account.

Service Charges

Out of Pocket / Third Party Charges

These charges may arise from the provision of, or outsourcing of, a service that a customer has requested. These may also arise, where for example, a courier is required in order to fulfil a customer's request. If a charge is likely to arise, we will notify you in advance.

Debit Card

Using a Debit Card for purchases in foreign currency

Debit Card purchases (including Contactless transactions)

2% of transaction value.
Maximum €11.43 per transaction.

Using a Debit Card for cash withdrawals in foreign currency

Debit Card (ATM)

3.5% of transaction value.
Minimum €3.17,
Maximum €11.43 per transaction.

For international services, please refer to the Schedule of International Transaction Charges brochure.

Government Duties

ATM Card (ATM usage)	Charged annually in January	€0.12 for each cash withdrawal from an ATM capped at a maximum charge of €2.50
Debit Card (ATM usage only)	Charged annually in January	€0.12 for each cash withdrawal from an ATM capped at a maximum charge of €2.50
Debit Card (ATM and Debit usage)	Charged annually in January	€0.12 for each cash withdrawal from an ATM capped at a maximum charge of €5.00
Bank Draft (Domestic)	Charged when bank draft is provided	€0.50 per bank draft

Note: All times, dates, fees, charges, terms and conditions and Government Duties quoted in this brochure are correct at date of publication and are subject to change.

Terms and Conditions

Basic Payment Account

General Terms and Conditions

1.0	Definitions of Terms used in this Document	Page 8
2.0	Incorrect, Disputed or Unauthorised Transactions	Page 12
3.0	Joint and Several Liability	Page 14
4.0	Identification	Page 14
5.0	Changes to these Terms and Conditions, Fees and Charges	Page 15
6.0	Losses and Expenses Caused by Breaking Contract	Page 15
7.0	Reading this Document and Waiver	Page 15
8.0	Making a Complaint	Page 16
9.0	Ending this Agreement and Interruption to Services	Page 16
10.0	Law and Language	Page 17

Account Terms and Conditions

11.0	Your Basic Payment Account	Page 17
12.0	Operating your Account	Page 19
13.0	Lodging Paper Payments to your Account	Page 20
14.0	Paper Payments and Withdrawals from your Account	Page 20
15.0	Transactions on your Account	Page 21
16.0	Lodgement Machines	Page 24
17.0	Third Party Providers (TPP)	Page 25
18.0	Standing Orders	Page 26
19.0	Direct Debits	Page 27
20.0	Fees, Charges and Government Duty	Page 28
21.0	Interest on Amounts you Owe	Page 29

Debit Cards Terms and Conditions

22.0	Using your Card	Page 29
23.0	Protecting your Card, PIN and other Security Credentials	Page 30
24.0	Using your Card for purchases and cash withdrawal	Page 31
25.0	Paying a Retailer using your Card	Page 31
26.0	Loss, Theft or other Misuse of your Card	Page 33
27.0	Fees, Charges and Foreign Currency Transactions	Page 34
28.0	General Terms	Page 35

General Terms and Conditions

Applicable to your Account and your Debit Card

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 Basic Payment Account in your name that you hold with us.
- 1.2 **“Account Transaction”** refers to the payment of money into or out of your Account, for example, cash lodgements and cash withdrawals, standing order debits, account transfers and includes any Account transaction initiated through a TPP or anyone else on your behalf.
- 1.3 **“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 Account.
- 1.4 **“ATM”** means an automated teller or cash machine.
- 1.5 **“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;
- 1.6 **“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.
- 1.7 **“Basic features”** means the features of a payment account that enable consumers to avail of the services described as basic features in the Payment Accounts Regulations; for example (as concerns the Account):
- (a) opening, operating and closing the Account;
 - (b) placing funds in the Account;
 - (c) making a cash withdrawal in our branches (during opening hours) and throughout the European Union at ATMs;
 - (d) making payments by direct debits, standing order or using a Debit Card (including on line);
 - (e) doing credit transfers where available in our branches and online; and
 - (f) where we provide TPP access to your Account making an account transaction initiated through a PISP.
- 1.8 **“Card Based Payment Instrument Issuer”** or **“CBPII”** means a Third Party Provider that requests us to confirm if money is available in your Online Payment Accounts to fund a payment you want to make using a Card.
- 1.9 **“Card”** or **“Debit Card”** means the Debit Card, personal to you, that we give you to allow you to make payment transactions on your Account. Where relevant, Card or Debit Card also includes a digital or electronic version of a Card which may be registered in a Digital Wallet on a supported computer or device.
- 1.10 **“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.

- 1.11 **“Chip”** means an integrated circuit embedded in the Card.
- 1.12 **“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 (or a device on which you have registered a Digital Card) is held close to the Card reader rather than inserted into a POS terminal.
- 1.13 **“Consumer credit law”** means the law, regulations and statutory codes which govern any overdraft you have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.
- 1.14 **“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.
- 1.15 **“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.
- 1.16 **“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; and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or bankofireland.com where that makes sense.
- 1.17 **“Digital Card”** or **“Digital Debit Card”** means a digital or electronic version of a Card or Debit Card which may be registered in a Digital Wallet on a compatible computer or device.
- 1.18 **“Digital Wallet”** means an electronic payment service that allows you to store a digital version of your Card on a computer or device and make payments using that Digital Card. Digital Wallets may be operated by third party Digital Wallet Providers and are available on supported devices.
- 1.19 **“Digital Security Key”** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 1.20 **“eStatement”** means any document or statement provided or made available in electronic form.
- 1.21 Any reference to **“in writing”** or **“written”** includes an electronic or digital instruction, signature or receipt where the Bank offers those services digitally.
- 1.22 **“Money”** means money available in an Account includes money available by overdraft where that is so.
- 1.23 **“Online Payment Account”** means a Payment Account which someone can access or use through Digital Banking.
- 1.24 **“Opening date”** means the date we give you your account number for the Account (unless we have the right to refuse to allow you activate your Account after giving you your account number and so refuse).
- 1.25 **“Overdrawn”** and **“in overdraft”** means you have taken more

- money from your Account than you have in it and can also mean the amount of money which you owe us as a result of doing that.
- 1.26 **“Paper payment(s)”** means cheques, drafts, postal orders, Government warrants and other payments in paper form; but does not include banknotes and coins.
- 1.27 **“Payee”** means a person who receives a payment.
- 1.28 **“Payer”** means a person who makes a payment.
- 1.29 **“Payment Accounts Regulations”** means the European Union (Payment Accounts) Regulations 2016 and any others that implement Directive 2014/92/EU or any amendment to or replacement of it in the Republic of Ireland.
- 1.30 **“Payment Account”** means an account that is of a type that we list as a payment account on bankofireland.com.
- 1.31 **“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.
- 1.32 **“Payment Instrument”** means a Debit Card, a number code or anything else personal to you that we give you to let you make a payment transaction on your Account.
- 1.33 **“Person”** includes a human being, corporation, partnership or organisation.
- 1.34 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”**.
- 1.35 **“Physical Security Key”** means a small hand held physical device that can generate security codes for use in Digital Banking and be used as a Security Credential.
- 1.36 **“PIN”** means a personal identification number that you use with your Debit Card.
- 1.37 **“POS terminal”** means an electronic device which can accept Debit Card transactions.
- 1.38 **“Retailer”** means a business that allows you to pay for goods or services using a Debit Card.
- 1.39 **“Sanctions”** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.
- 1.40 **“Sanctions Authority”** means:
- i. the United States of America;
 - ii. the United Nations Security Council;
 - iii. the European Union;
 - iv. the United Kingdom; or
 - v. the respective governmental institutions of any of the foregoing including Her Majesty's Treasury, the Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.
- 1.41 **“Sanctioned Country”** means any country or other territory subject to a country-wide export, import, financial or investment embargo under any Sanctions (as defined and

construed by the relevant Sanctions Authority). A full up-to-date list of sanctioned countries can be found on our website at bankofireland.com/sanctions.

- 1.42 **"Sanctions List"** means any list issued or maintained and made public by any of the Sanctions Authorities as amended, supplemented or substituted from time to time.
- 1.43 **"Sanctioned Person"** means any person that is:
- i. listed on, or majority owned or controlled by a person listed on, a Sanctions List;
 - ii. a government of a Sanctioned Country;
 - iii. an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; or
 - iv. resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country.
- 1.44 **"Schedule of Fees and Charges"** means the schedule of fees and charges relating to your Account that we give you when you open your Account (the schedule may be in the same document as these terms and conditions appear), as amended and replaced from time to time by us.
- 1.45 **"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, 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 characteristic, or any combination of these features or other ones we require now or in future.
- 1.46 **"Third Party Provider"** or **"TPP"** means a third party provider that is authorised to provide certain services to you or someone else that concerns the account such as payment services or accessing information (for example, an AISP, a PISP or a CBPII).
- 1.47 **"Unauthorised overdraft"** means any overdraft on the account no matter how it arises.
- 1.48 **"Visa Scheme"** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.49 **"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.
- 1.50 **"You" and "Your(s)"** (a) means the person(s) in whose name(s) the Account is opened or the person(s) whose name(s) appears on the Debit Card; and (b) includes you acting on your own and through anyone else you authorise to act on your behalf, for example, a TPP. If you have a Joint Account,

references, in these terms and conditions to 'you' and 'your' include both the Joint Account Holders, together and separately.

- 1.51 **"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 bankofireland.com.
- 1.52 **"3D Secure Passcode"** means your one time passcode sent to your mobile phone by text message (SMS) or generated by you using a Physical Security Key for use on 3D Secure which you may need to complete a purchase using your Card.
- 1.53 **"365 Online"** means our internet banking services accessed via a web browser.
- 1.54 **"365 Phone"** means our telephone banking service.

2.0 Incorrect, Disputed or Unauthorised Transactions

- 2.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recover of the misdirected payment(s).
- 2.2 You must tell us about any transaction that was not:
- (a) authorised by you or 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 for free by using the Freephone number listed on our website bankofireland.com.
- 2.3 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that, in the absence of obvious error, these records are evidence of dealings in relation to your Account or your Card.
- 2.4 If payment is made from your Account that was not authorised by you or on your behalf, (for example through a TPP), we will, subject to Clauses 2.5 and 2.6, 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.
- 2.5 If any unauthorised payments came about because a Payment Instrument (for example, your Card (or a device on which you have registered a Digital Card), number or code) was lost, stolen or misappropriated, and this is reported to us as soon as possible after you become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the payment instrument was not detectable to you, then you

- will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 2.6 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud by you, or because you failed intentionally, or by behaving with gross negligence, to fulfil your obligations under these terms and conditions.
- 2.7 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the transaction had not happened.
- 2.8 We will not be responsible for any losses caused if we make a payment which was initiated by you or 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 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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 or your Card, you agree to accept our records as accurate (unless it is clear we made a mistake).
- 2.13 You should contact a TPP directly if you have any queries or complaints regarding the services they provide you.
- 2.14 You agree to cooperate with us and give us information we ask for if you have a complaint about your Account or your Card 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.

3.0 Joint and Several Liability

Where the Account is a Joint Account the following apply:

- 3.1 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from any of you. This means we can ask all or any one of the Joint Account Holders to:
- (a) pay us any money owing to us in connection with your Account; and
 - (b) meet any obligation concerning your Account.
- 3.2 Unless we have agreed that we need the consent of each Joint Account Holder or have a legal obligation to get this consent, we can act on the instructions of only one of you. This means any one of you can ask us to do certain things with the Account without the other Joint Account Holders knowing, including closing the Account, taking all or any of the money out of the Account, asking for communications (including statements) to be provided electronically or on paper, applying for credit or ending services.
- 3.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form or electronic form, for example an eStatement) this will be deemed to be notice to all of the Joint Account Holders.
- 3.4 Unless we have a legal obligation to do so we won't ordinarily ask or enquire about the reasons for any instructions or reconfirm these instructions with any other Joint Account Holder even when there is a dispute among the Joint Account Holders.
- 3.5 Unless you have instructed us otherwise in writing and in a form agreed by us, on the death of any Joint Account Holder any money standing to the credit of the Joint Account will, subject to compliance with any legal requirements, be paid to or at the order of any surviving Joint Account holder(s), without prejudice to our right of set-off or any other of our rights acquired by law.

4.0 Identification

- 4.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:
- (a) Proof of your identity and your address;
 - (b) How you got the money that you wish to pay into your Account;
 - (c) Facts about the person, business or group to whom you wish to pay money from your Account;
 - (d) Any information that might be required by law or regulation.
- 4.2 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.

5.0 Changes to these Terms and Conditions, Fees and Charges

- 5.1 We may add to or change these terms and conditions at any time. We may add new fees and charges or change existing fees and charges at any time. (This Clause is subject to Clause 20 and the Payment Accounts Regulations). We may amend or alter any facility on your Card at any time.
- 5.2 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 or amend or alter any facility on your Card. 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.
- 5.3 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and close your Account but first you must pay us any money due to us along with any charges or Government Duty (if any of these apply to the Account) that you owe in connection with your Account.
- 5.4 If you do not ask us to end this contract under Clause 5.3, you are deemed to accept the changes which we tell you about under Clause 5.2 on their effective date.

6.0 Losses and Expenses Caused by Breaking Contract

- 6.1 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.

7.0 Reading this Document and Waiver

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 Words and phrases defined in the Payment Accounts Regulations or in any European Union directive they implement shall have the same meaning when used in these terms and conditions unless they say otherwise.

- 7.7 If the Payment Accounts Regulations require the inclusion or exclusion of a term or condition in these terms and conditions, that term or condition shall be deemed to be included in or excluded from these terms and conditions.
- 7.8 These terms and conditions oblige us to provide the basic features only to the extent we already offer the services that are basic features to consumers who hold payment accounts with us that are not Basic Payment Accounts.

8.0 Making a Complaint

- 8.1 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 provides further details about these channels and our complaints process.
- 8.2 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.
- 8.3 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 fspoi.ie

9.0 Ending this Agreement and Interruption to Services

- 9.1 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.
- 9.2 We may end these terms and conditions and close your Account by giving you two months notice if any of the following things happens:
- (i) the balance on your Account is between zero and €10.00 and you have not carried out an account transaction on it for a period of 24 months or more;
 - (ii) you do not legally reside in the European Union; or
 - (iii) you open another payment account in the Republic of Ireland that has the basic features.
- 9.3 We may close your Account immediately if:
- (i) you deliberately use the Account for illegal purposes;
 - (ii) you provided incorrect information in order to open the Account where the correct information would have resulted in the absence of a right under the Payment Accounts Regulations to open it;
 - (iii) Doing so is necessary in order to comply with laws and regulations against money laundering and terrorist financing.

- 9.4 We may block payments on your account if:
- (i) you die or are declared bankrupt or insolvent in Ireland or elsewhere;
 - (ii) you fail security checks;
 - (iii) we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent; or
 - (iv) we are required to do so by law, regulation or direction from an authority we have a duty to obey.
- 9.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 9.3 or 9.4. We have the right to dispense with the requirement for 2 months' notice under Clause 9.2 if giving it would be contrary to objectives of national security or public policy. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 9.0. If we block your Account under Clause 9.4 we will tell you how the block on your Account can be removed (if it can be).
- 9.6 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.
- 9.7 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.

10.0 Law and Language

- 10.1 These terms and conditions and any matter arising from your Account and your Card 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.
- 10.2 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 and your Card.
- 10.3 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.

Account terms and conditions

11.0 Your Basic Payment Account

- 11.1 The Account is a Basic Payment Account and is provided by us to customers who have a right to open a payment account with basic features under the Payment Accounts Regulations.
- 11.2 We agree to provide you with a Basic Payment Account in your name if you:
- (i) are legally resident in the European Union (we may ask you for evidence of this and are not obliged to open the Account if we are not satisfied with it); and
 - (ii) do not have a payment account with basic features in the Republic of Ireland in your name or in the name of yourself and another or others (we may ask you for a

declaration to verify that and are not obliged to open the Account if we are not satisfied with it);

- (iii) we are satisfied we will not breach any law or regulation on the prevention of money laundering or terrorist financing in opening the Account;
 - (iv) we are otherwise satisfied you have the right to open the Account under the Payment Accounts Regulations.
- 11.3 You may only have one Basic Payment Account with us. You can choose to have your Account in your own name only or in your own and another person's name (a Joint Account). If you choose to have a Joint Account, then neither of you can have another Basic Payment Account in your own name, or another Joint Basic Payment Account with another person.
- 11.4 If you choose to have a Joint Account both of you must meet the rules that we set out in Clause 11.2.
- 11.5 These terms and conditions apply to your Account and tell you how it works.
- 11.6 These also apply to your Account:
- (i) The Account Application Form;
 - (ii) Laws and regulations and the directions of authorities which we are obliged to comply with;
 - (iii) The Schedule of Fees and Charges; and
 - (iv) The contents of documents we give you to make account transactions, for example, lodgement docket where you make a cash or cheque lodgement.
- 11.7 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.
- 11.8 You may not use your Account for business or for a charity, club, society or other organisation.
- 11.9 We have the right not to allow a payer (other than you) make a cash lodgement, cheque lodgement or other paper payment over the counter of a branch of ours into your Account. For example, if someone wants to pay a sum into your Account on a regular basis, we may ask them to set up a standing order or use our Digital Banking or phone services (if they bank with us) or similar services provided by their own bank (if they bank elsewhere).
- 11.10 The operation of your account is also subject to general law and regulation, including but not limited to:
- (i) banking and payments regulation;
 - (ii) anti-money laundering and terrorist financing regulation;
 - (iii) data protection regulation;
- and we may suspend the operation of your account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your account, or stopped any transaction.
- 11.11 Where your Account is available online, you agree that:
- (i) we may set up Digital Banking for your Account and create a profile for you on Digital Banking;
 - (ii) we may require you to take additional steps before you

- can access Digital Banking for your Account which we will let you know about when you apply for your Account;
- (iii) when you access Digital Banking, our Digital Banking terms and conditions will apply and that they form part of our agreement with you about your Account.

12.0 Operating your Account

- 12.1 You must keep your Account in credit.
- 12.2 We do not provide an overdraft facility on the Account (meaning we do not permit you to have an overdraft on your account). You must not carry out a transaction on your Account that causes it to become overdrawn. If, through your breach of these terms and conditions or for any other reason your Account is overdrawn, that will be an unauthorised overdraft and you must repay all amounts overdrawn to us immediately on our demand.
- 12.3 You must always ensure that you have enough in your Account to complete an account transaction, for example:
- (a) cash withdrawal at an ATM;
 - (b) using a Debit Card, for example, for purchases;
 - (c) making a payment using a telephone or the internet, for example, a credit transfer;
 - (d) if a standing order/direct debit is due to be paid;
 - (e) when you are due to pay charges (if any);
 - (f) you want to make an Account transaction online; or
 - (g) you want to make an Account transaction that is initiated through a PISP.
- 12.4 You can make account transactions if the balance on your Account will still be in credit once the transaction has been made or will not go into an unauthorised overdraft.
- 12.5 You cannot use the value of a paper payment (for example, a cheque) lodged to your Account until it is cleared (see Clause 14 for more detail).
- 12.6 We may refuse to pay money from your Account if there is not enough money in it to make the payment or if it would cause it to go overdrawn. We do not have to tell you of this refusal beforehand.
- 12.7 We do not provide a cheque book on your Account.
- 12.8 We may allow you to submit certain servicing requests digitally through our website or Digital Banking. You may need to use your Security Credentials to complete these requests.
- 12.9 The Account has the basic features. We also provide other services for the Account that are not basic features. You can choose to use the basic features only and not the other services. There are charges for some services that are not basic features (these are set out in the Schedule of Fees and Charges). There are no charges for the basic features of the Account for at least twelve months after the opening date but charges are possible after that (this is further explained in Clause 20).
- 12.10 You shall not knowingly use, authorise or knowingly permit any other person to, directly or indirectly, use the Account or use, lend, make payments of, contribute or otherwise make available,

all or any part of the proceeds of any credit agreement with us to fund any trade, business or other activities involving or for the benefit of any Sanctioned Person or in any Sanctioned Country or in any other manner in each case as would result in us being in breach of any Sanctions. You shall not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person or in a Sanctioned Country to fund the Account or to discharge any obligation due or owing to us.

13.0 Lodging Paper Payments to your Account

- 13.1 You should only lodge a paper payment (for example, make a cheque lodgement) that is payable to you, to your Account. If we allow you to lodge any other paper payment, you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.
- 13.2 If you lodge a paper payment (for example, a cheque lodgement) in a currency other than euro to your Account, we convert the amount to euro using our exchange rate for that currency on the date we add it to your Account.
- 13.3 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.

14.0 Paper Payments and Withdrawals from your Account

- 14.1 When you lodge a paper payment (for example, make a cheque lodgement) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 14.2 When you consider how much you can withdraw from your Account, you should not count in the value of any paper payment (for example, a cheque) lodged into your Account until it has been cleared for withdrawal.
- 14.3 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).
- 14.4 It depends on the payer, and the payer's financial institution, whether, or not the paper payment for example a cheque is cleared for withdrawal. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account.
- 14.5 Caution: You need to take great care when a paper payment for example a cheque lodgement is paid into your Account and has not yet cleared for withdrawal. In your Account

statement, online Account details and balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 14.4. You should not assume a paper payment has cleared for withdrawal just because we show it in an Account statement, online or at an ATM.

15.0 Transactions on your Account

- 15.1 You are responsible for ensuring that any instruction to pay money into and out of your Account is correct and accurate whether:
- (a) you give the instruction yourself; or
 - (b) someone else, 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.
- 15.2 You can instruct us to carry out an Account transaction or give your consent (for example, a consent to allow us give you a service) by following the procedures we set out for you now or in future, for example:
- (a) by using your Security Credentials;
 - (b) by using a payment instrument;
 - (c) in writing;
 - (d) verbally (as long as you follow our security procedures); or
 - (e) using 365 Phone and Digital Banking channels.
- 15.3 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.
- 15.4 You agree that when we process any payment to or from your Account, made by yourself or by someone else or by you through a TPP, we will rely on the:
- ▶ Bank Identifier Code (or 'BIC');
 - ▶ International Bank Account Number (or 'IBAN') that includes the account number and codes to identify the country, bank and branch of an account; or
 - ▶ the Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
 - ▶ Account Number (the number that identifies an account - usually 8 digits long), that is given with the payment.
- If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.
- 15.5 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 this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 15.6 If we receive a payment or payment instruction which was initiated by you or by someone else (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 or refer to bankofireland.com.
- 15.7 If we receive a payment or payment instruction which was initiated by you or by someone else (for example, a TPP) on a non-banking day we will treat it as if we had received it on the next banking day.
- 15.8 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 (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.
- 15.9 If you instruct us to make a payment from your account or example a credit transfer to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate. This clause applies where someone else, for example a TPP, gives the instruction on your behalf.
- 15.10 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 15.11 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.
- 15.12 When you (or anyone else) make a cash lodgement to your Account in one of our branches and in the same currency as

your Account, we will process it and immediately credit your Account.

- 15.13 Subject to Clause 15.14, 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.
- 15.14 You have the option to receive the transaction information set out in Clause 15.13 as individual transaction receipts or in periodic statements. Periodic statements will be provided or made available free of charge at an agreed frequency, as frequent as monthly. Unless you and we agree otherwise, we will provide or make available statements at an agreed frequency. If the average balance in the Account for a period was under €20 (and it was never in overdraft in the period) or there were less than 4 transactions in the Account in a period, we may only make the statement for that period available to you if you request it. You will always receive a statement at least annually. You must notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 15.15 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.
- 15.16 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. 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.

16.0 Lodgement Machines

- 16.1 Once you use a permitted Payment Instrument, you can lodge certain paper payments (including cheque lodgements) and banknotes (or a mixture of cheques, other paper payments and bank notes) to your Account by using a lodgement machine, where available. Coins cannot be lodged in these ways.
- 16.2 If you use a lodgement machine to lodge paper payments such as a cheque lodgement we will not treat the paper payment lodgement as received by us until we have taken it from the lodgement machine and checked it. We will only credit your Account with a paper payment express lodgement when we have received and processed it. When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.
- 16.3 If we find a suspected counterfeit banknote in a lodgement, we will retain it and the value of it will not be credited to your Account. If, following investigation, the suspected counterfeit banknote proves to be genuine, the value of it will be credited to your Account.
- 16.4 If any cash lodgement or cheque lodgement or other paper payment lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent cheque or other paper payments, we make an appropriate correcting entry in accordance with Clause 2.1.
- 16.5 We may limit the amount of cash lodgements you can make using a lodgement machine. These limits will be shown on notices in our branches and may vary from time to time.
- 16.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the cash, cheque or other paper payment lodged until we have opened, counted and processed them.
- 16.7 To use a lodgement machine you must use a Card and PIN (Payment Instruments) that we have issued to you for use on your Account.
- 16.8 If we find a difference between the value of the paper payments for example cheque lodgements you have inserted in a lodgement machine and the value you have confirmed while using it, you permit us to correct the value of the lodgement and you accept that correction (but not where it is clear we made a mistake).
- 16.9 You agree to accept the testimony of any employee of ours who processed an express lodgement, as to how much he or she found in an express lodgement envelope or lodgement machine (but not where it is clear that we or our employee made a mistake).

17.0 Third Party Providers (TPP)

- 17.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 17.2 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 bankofireland.com/openbanking
- 17.3 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.
- 17.4 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.
- 17.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 17.6 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.
- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 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.
- 17.12 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).
- 17.13 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 have made the request or asked the TPP to make it on behalf of each of you.
- 17.14 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.
- 17.15 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.

18.0 Standing Orders

- 18.1 A standing order is an instruction from you to pay a fixed amount from your Account at regular intervals (for example, every week, month, year) to another account held by either you or another person with us or with another financial institution.
- 18.2 You must give us the Sort Code and Account Number (which are explained in Clause 15.4) of the person that you want to make the payments to. If you like, you can also give us a reference number that we will include with all payments.
- 18.3 You can:
- (a) postpone an individual payment under a standing

order; or

- (b) change or cancel a standing order set up on your Account, by giving a written instruction or through Digital Banking by following the steps we set out by close of business one banking day before the standing order is due to be paid.

If your instruction (to postpone, change or cancel) arrives later than that and we make a standing order payment which does not comply with your written instruction, we will not be liable to you or anyone else for any loss or expense which results.

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

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

19.0 Direct Debits

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

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

- 19.3 The Originator can take a payment from your Account if both:

- (a) you have authorised a direct debit instruction in the Originator's favour; and
- (b) the Originator has followed the scheme rules.

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

- 19.5 If you wish to cancel a direct debit or a direct debit payment on your Account, there are two ways you can do this:

- (a) give a written instruction; or
- (b) through Digital Banking by following the steps we have set out there.

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

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

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

- 19.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of Clause 2.0.

- 19.9 We have no duty to you in relation to goods or services supplied by an Originator.
- 19.10 We provide a series of SEPA direct debit services which will allow you to manage your direct debit payments. Full details of these services can be found at bankofireland.com/sepadirectdebits. We can change these services from time to time. We will process any direct debit service instruction you give on by the banking day that follows the day we receive your instruction. You should send us any instruction in good time before you want it to take effect. We accept no liability arising from any late receipt by us of an instruction from you.

20.0 Fees, Charges and Government Duty

- 20.1 For the first 12 months your Account shall be exempt from fees for maintaining the account
- 20.2 At any time once the 12 month period mentioned in Clause 20.1 has passed, we may charge reasonable fees for maintaining the account and services that are basic features if the total of the amounts paid into the Account in any relevant 12 month period is greater than $M \times 2,080$ where
- (a) "M" = the minimum hourly rate of pay under Irish law as further described in the Payment Accounts Regulations; and
 - (b) "relevant 12 month period" means any 12 month period ending on the first, second, third, fourth or fifth anniversary of the opening date.

For the avoidance of doubt, this Clause operates once the total of the amounts paid into the Account in any relevant 12 month period is greater than $M \times 2,080$; even where the total amounts paid into the Account in a later relevant 12 month period are less than $M \times 2,080$.

- 20.3 There are service charges for particular services that are not basic features of the Account and these will apply from the opening date. These are also shown in the Schedule of Fees and Charges. For example, there is a cross border handling fee on non-euro Debit Card transactions for example when you use your Debit Card for purchases in a foreign currency.
- 20.4 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: bankofireland.com.
- 20.5 We have a legal duty to collect Government Duty that you owe concerning your Account, for example, on your Debit Card.
- 20.6 You permit us to collect from your Account any of the fees, charges and Government Duty that you may owe, on the date or dates we select. When we charge for a service, we generally take the charges from your Account when we provide the service.
- 20.7 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.

21.0 Interest on Amounts you Owe us

- 21.1 You must pay any amount you owe us concerning the Account for example any unauthorised overdraft on its due date (or on our demand for it where these terms and conditions provide for you to pay a sum on demand). Once the due date for its payment has passed (or we have demanded its payment) you authorise us to take any amount you owe us concerning the Account without the need to notify you beforehand.

Debit Cards Terms and Conditions

22.0 Using your Card

- (a) We agree to provide you a Card in your name for your sole use under these Debit Card terms and conditions which also explains how it works. These should be read in conjunction with the General terms and conditions, your Account terms and conditions, and the Schedule of Fees and Charges which also apply to your Card.
 - (b) In order to use this Debit Card, it must be activated. You can do this by following the instructions we give you from time to time. Your Card belongs to us. The activation of the Debit Card we issue you is your acceptance of these Debit Card terms and conditions.
 - (c) These terms and conditions (as amended from time to time) will continue to apply until they are terminated.
 - (d) Where you use a Digital Debit Card, our terms and conditions for Digital Wallets will apply.
 - (e) We will provide you with these terms and conditions at account opening. The most up to date version of the terms and conditions that apply to your Card can also always be found on the Bank's website at bankofireland.com. You can also request a copy from us at any time free of charge.
- 22.1 You can use your Card with the PIN for cash withdrawal from your Account from any ATM or in our branches that provide cash services and for purchases and payments.
- 22.2 You may use your Card 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) There is sufficient funds from your Account to meet the payment.
 - (d) The limits which apply to the Card are not exceeded (these limits may change from time to time and are available on request).
 - (e) You have not broken any of these terms and conditions, any of the terms and conditions of your Account and where you use a Digital Card, you have not broken any of the terms and conditions for Digital Wallets or any terms and conditions of a Digital Wallet provider; and
 - (f) The correct PIN or other Security Credentials are provided.

- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 If you have not used your Card in the last 12 months for a purchase or making an ATM cash withdrawal, we may not automatically reissue you with a Card at expiry.
- 22.7 Once you receive a replacement or new Card from us, we will send the new Card details to Visa. If you have set up a recurring Card payment Visa may send your new Card details to the relevant merchants so that those Card payments can continue. We are not liable if Visa or a merchant fails to update your new Card details. If you wish to opt out of this service, please contact us.
- 23.0 Protecting your Card, PIN and other Security Credentials**
- 23.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 23.0. Where we allow you to store a Digital Debit Card in a Digital Wallet, you must protect that Digital Card and Digital Wallet or any computer or device on which they are stored in the same way as you would a physical Card. If you do not do so, you will be liable for any loss suffered as a result.
- 23.2 You should sign your Card as soon as you receive it.
- 23.3 You must keep the PIN or any other Security Credential secret, memorise it and take the greatest possible care to prevent anyone knowing it or using the Card fraudulently. 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.
- 23.4 When making online transactions you may be required to provide additional Security Credentials through the 3D Secure service provider. If you use the 3D Secure service or other Security Credentials we or a Retailer ask for, you agree that we can conclude that the transaction was made by you.
- 23.5 You should always protect your Card (or a device on which you have registered a Digital Card) and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way.
- 23.6 If your Card (or a device on which you have registered a Digital 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 bankofireland.com

23.7 We may send Cards and/or PIN numbers to the correspondence address we have for you or we may provide them through Digital Banking. You must tell us immediately in writing if you change your correspondence address. If you change your correspondence address and do not tell us immediately there is a risk that Card and/or PIN may be intercepted which could result in fraud and loss to you.

24.0 Using your Card for purchases and cash withdrawal

24.1 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.

24.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.

24.3 When you use your Card for purchases, the balance 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 and ATMs.

25.0 Paying a Retailer using your Card

25.1 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.

25.2 Chip and PIN Transactions:

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.

25.3 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. Where a Digital Card is used to make a Contactless transaction you may be required to provide your Security Credentials to approve that payment.
- (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 bankofireland.com.

- 25.4 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:
 - (a) Your Card number, Card validation (last three digits on the back of your Card) and Card expiry date.
 - (b) Your name, address and telephone number.
 - (c) The address to which goods or services should be delivered.
 - (d) The amount charged, date and time.
 - (ii) You may be required to provide Security Credentials (such as 3D Secure Passcode or a response to a push notification if you have a Digital Security Key) in order to complete an online transaction. You may not be able to use your Card for Cardholder not present transactions if the Retailer does not support the use of Security Credentials for Card payments. In addition, we may not be able to process such transactions where the Retailer does not support the required payment security technology or standards. You may not be able to use your Card for Cardholder not present transactions unless your Account linked to your Card is registered for Digital Banking.
- 25.5 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 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 Clause 25.5 (i) above.
- 25.6 To protect you against fraud, we sometimes issue a “referral” message to the Retailer requiring them to verify that it is you using the Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.
- 25.7 If a Retailer refuses to accept the Card because an authorisation is not possible, for example, due to problems with electronic systems or because your Card is damaged we are not liable.
- 25.8 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.
- 25.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 25.10 We have no obligation to you or the Retailer concerning goods

or services provided. You should contact the Retailer if you have any query or dispute about the goods or service they provide.

- 25.11 If a Retailer refuses to accept or honour your 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.

26.0 Loss, Theft or other Misuse of your Card

- 26.1 You must tell us immediately if your Card (or a device on which you have registered a Digital 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 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.

- 26.2 You can limit your own losses if you tell us immediately when your Card (or a device on which you have registered a Digital Card) has been lost, stolen or has been used without your permission. The same applies if you believe someone else knows your PIN, 3D Secure Passcode or other Security Credentials

- 26.3 Unless you have advised us otherwise if a transaction is made using your Card with the PIN, the Card reader in a Contactless transaction or the 3D Secure service, you agree that we can conclude that the transaction was made by you.

- 26.4 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.

27.0 Fees, Charges and Foreign Currency Transactions

- 27.1 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 and Charges. You can get a copy of this from our branches or on our website: bankofireland.com.

- 27.2 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.

- 27.3 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.

(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 Clause 27.4.

27.4 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.

27.5 Full details are set out in the Schedule of Fees and Charges. If you use your Card to make a non- euro cash withdrawal or make a non- euro payment in a country in the European Economic Area (EEA) we will send you an electronic message. The message will contain information relating to the transaction including the cost of the currency conversion as a percentage mark-up against the European Central Bank ("ECB") rate on the date of the transaction. In certain cases due to the way some transactions are processed by the Scheme the information in the message will not correspond with the amount actually debited from your account. You will receive the electronic message once every calendar month in which you make a cash withdrawal or payment in the non-euro EEA currency. If we hold a valid mobile phone number for you, we will send the electronic message as an SMS, otherwise if we hold a valid email for you we will send you an email. You can contact us if you do not want to receive these electronic messages. You will not receive these electronic messages if you instruct an ATM provider or the payee to debit your account in euro. This is because you will be instructing the ATM provider or the payee to carry out the currency conversion and they will then apply their own currency conversion exchange rate and charges. For more information on these notifications please visit boi.com/CBPR.

28.0 General Terms

28.1 The Debit Card terms and conditions are in addition to the General terms and conditions and your Account terms and conditions.

28.2 Words and phrases which are defined in the General terms and conditions and your Account terms and conditions have the same meaning when used above.

28.3 If there is a difference between the Debit Card term or condition and a General term or condition or Account term or condition, the Debit Card term or condition shall apply.

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