

We are updating our

# Terms and Conditions

which will be effective from 1 August 2025

We have included the following important documents:



A Guide to Upcoming  
Changes to your  
Banking Services and  
Terms and Conditions



Current  
terms and  
conditions



Updated  
terms and conditions  
effective from  
1 August 2025



**Bank of  
Ireland**

# A Guide to Upcoming Changes to your Banking Services and Terms and Conditions

Effective from 1 August 2025



**Bank of  
Ireland**



# About this guide

At Bank of Ireland, we're taking steps to make your banking easier, faster and more secure. Over the coming months, we'll be introducing some changes which will improve your banking experience. This guide contains important information about the changes we're making to some of our products and services. We will also need to update the terms and conditions for those products and services.

We will make these changes at different times over the course of the coming months. **We will let you know before each change happens.** For example, we will put a message in our 365 mobile app or on our website.

In each section of this guide, we'll tell you more about the specific changes. Please take the time to read this guide carefully. If you use Business On Line, we will write to you separately about the upcoming changes.

Your new terms and conditions will be available to download from [boi.com/tandcs-updates](https://boi.com/tandcs-updates) on 1 May 2025. You will also find them on the individual product pages of our website and are available in our branches on request. For deposit products that are no longer for sale, you can request a copy of the updated terms and conditions in our branches. They will be effective from 1 August 2025.

### Have questions?

Please visit our website for more information. If you need more help, please call us on 0818 365 365 or 01 404 4000 (+353 1 404 4000, if you are calling from abroad). We are available from 9am to 6pm, Monday to Friday, 9am to 5pm on bank holidays, 10am to 2pm on Saturday, and are closed on Sunday. We will be happy to help you.

### Need extra help?

Please get in touch if you need this information in Braille, large print or audio, or in another language. We have lots of experience serving customers with various needs and will be delighted to help you. Text 'extra help' to 50365, call 1800 946 146 (choose option 1) or pop into a branch. If you are under 18, please discuss this guide with a parent or guardian.

# What's in this guide?

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## **If you do not wish to accept any of the terms and conditions changes in this guide**

We appreciate that some customers may not want to accept these changes. If this is the case for you, you may choose to close your account or end your service. There is no charge for doing this, as long as you have cleared any overdrawn balances and/or fees due. If you do not notify us before **1 August 2025** when the changes come into effect, we will take this to mean that you have accepted the changes on their effective date.

# 1

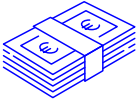
## SEPA Instant payments and Verification of Payee (VOP)



### At a glance:

Payment service providers in the European Union (including banks) will introduce a new service called SEPA Instant payments, by 9 October 2025. SEPA Instant allows you to send and receive money in euro within 10 seconds of the payment being made. You will have the option of sending a SEPA Instant payment, at any time, every day of the year, including bank holidays and weekends.

## What's changing



This is a requirement under the SEPA Instant Credit Transfers Regulation 2024. There is no payment charge to use SEPA Instant. We have updated our schedule of fees and charges to reflect this.

As part of the same regulation, we are also introducing another new service called Verification of Payee (VOP). VOP is a new security step in the payment process for all SEPA payments and SEPA Instant payments. VOP will check if the name of the person or business you enter matches the name associated with the IBAN. It will do this when you add a payee or make a payment or when someone else makes a payment to you.

These changes apply to the following terms and conditions:

- ▶ 365 phone and digital banking
- ▶ Personal Current Account (including Third Level, Graduate, and Golden Years accounts)
- ▶ Second Level Current Account
- ▶ Basic Bank Account
- ▶ Personal Demand Deposit Account (opened before 18 October 2022)
- ▶ Business Demand Deposit Account (opened before 18 October 2022)
- ▶ Business Current Account.

The bank's Data Privacy Notice (the DPN) is also being updated to reflect the new processing activity (as described in this guide) required to deliver VOP. The updated version of the DPN is available on our website at [boi.com/privacy](https://boi.com/privacy) and will be effective from August 2025.

## The details

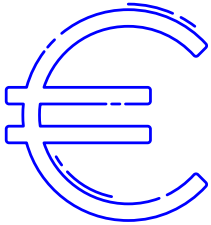
### Sending SEPA Instant payments

On or before 9 October 2025, you will have the option to **send** SEPA Instant payments from your payment accounts. We will introduce this service between August and October 2025. We will let you know when you can make SEPA Instant payments closer to the time. For example, we will put a message on our 365 mobile app or on our website. The terms and conditions that apply to SEPA Instant payments will only apply when the service is available to you.

### Accounts that SEPA Instant payments do not apply to

You cannot send SEPA Instant payments to or from certain accounts. These include loans, mortgages, certain deposit accounts, credit card accounts and Global Market accounts.

However, you can still send and receive money using the existing payment options for these accounts. For more information about SEPA Instant payments, please visit [boi.com/SEPAInstant-FAQs](https://boi.com/SEPAInstant-FAQs).



### Ways to make a SEPA Instant payment

You can make a SEPA Instant payment in the same way you make a SEPA payment.

Where	When you can make a SEPA Instant payment (subject to maintenance windows, which we will tell you about before they happen)
365 mobile app and 365 online	At any time. Cut-off times do not apply.
365 phone	<ul style="list-style-type: none"><li>▶ During business hours, by speaking to an agent or following self-service instructions.</li><li>▶ Outside business hours, by following self-service instructions.</li></ul>
Branch	During branch opening hours, using a paper form.
Business On Line	Business On Line customers will receive a separate guide with full details about SEPA Instant payments.



We will let you know within 10 seconds of the payment being made, if your SEPA Instant payment has or has not been successful and why.

**Please note:** If you make a SEPA Instant payment through 365 online, 365 phone or our 365 mobile app, we assume that it is you making the payment if your security credentials (for example, your PIN) are used. If you authorise us or someone acting on your behalf (like a payment initiation service provider) to make a SEPA Instant payment, it cannot be amended or stopped.

### Setting payment limits

You will be able to set a daily limit or a transaction limit for making SEPA Instant payments using our mobile app and 365 online. This limit cannot be more than the overall Bank of Ireland limit that applies to all your payments across these channels. Details of the limits will be available to you when you use the service. For more information about SEPA Instant payments, please visit [boi.com/ SEPAInstant-FAQs](https://boi.com/SEPAInstant-FAQs).

### Receiving SEPA Instant payments

Since 9 January 2025, you have been able to receive SEPA Instant payments. We have updated our terms and conditions to make it clear that you can receive SEPA Instant payments into your account. They can be received at any time on every day of the year including bank holidays and weekends.

## Verification of payee (VOP)

Under the SEPA Instant Credit Transfers Regulation 2024, we're introducing a new service called Verification of Payee (VOP) between August and October 2025. We will let you know when the VOP service is available, closer to the time. For example, we will put a message on our 365 mobile app or on our website. The terms and conditions that apply to VOP will only apply when that service is available to you. This service will not be carried out for a paper-based payment instruction, if you are not present at the time of receipt of the instruction (for example, if you send us a payment instruction by post).

VOP is a new security step in the payment process for all SEPA payments and SEPA Instant payments. VOP will check with the receiving bank that the name you enter matches the name of the person or business associated with the IBAN. It will do this when you add a payee or make a payment. This will help you to avoid paying the wrong person or business. You should include the full name (not a nickname) of the person you want to pay. If you are paying a business, you should include the legal or trading name.

Specifically, VOP will tell you if the name of the person or business you enter:

- ▶ Matches the name associated with the IBAN
- ▶ Does not match
- ▶ Is a close match
- ▶ Cannot be checked at the time.

If you're making a payment to a joint account, VOP will tell you if the name you enter matches at least one of the accountholders. If you instruct a third party provider to make a SEPA payment or SEPA Instant payment, that third party provider must ensure that the name of the person or business you want to pay is correct.

When someone wants to pay you by a SEPA payment or SEPA Instant payment and they enter your name, VOP will tell their financial institution if it matches, does not match, or closely matches the name they gave us or whether the VOP service is unavailable.

We advise you not to add a payee, make a SEPA payment, or make a SEPA Instant payment, until you have checked the account details and are certain they are correct. Do not go ahead with a SEPA payment or SEPA Instant payment, if the name you enter does not match the name associated with the IBAN. Do not go ahead with a SEPA payment or SEPA Instant payment, if the financial institution you are paying to fails to respond to our request. **We may not be able to recover the money if you do.** And we will not be liable to you for any losses. For more information about VOP, please visit [boi.com/VOP-FAQs](https://boi.com/VOP-FAQs).

# 2

New passcode, updates to biometrics, and changes to the way you approve everyday banking actions



## At a glance:

We're always working to make your digital banking more secure. We are introducing the following changes on our 365 mobile app. We will let you know when these changes are happening closer to the time. For example, in our app or on our website.

# What's changing?

The changes below apply to 365 phone and digital banking and their terms and conditions.

Changes on our 365 mobile app	
1	We're introducing a <b>new six-digit passcode</b> for our 365 mobile app. It will replace your existing 365 PIN in most situations (see tables below) and on each device where you have downloaded our app.
2	Once you set your passcode, if you use <b>biometrics</b> (available on compatible mobile devices), you will be able to use your Fingerprint/Touch ID or Face ID to approve purchases. You will also be able to use biometrics anywhere else you're currently asked to use your 365 PIN on your mobile device. This will help make everyday banking quicker.
3	<p>We currently ask you to <b>'Swipe to approve'</b> or <b>'Decline'</b>, when you make a purchase and for other everyday banking actions. We're replacing 'Swipe to approve' and 'Decline' with two simple buttons, 'Approve' and 'Decline'. This will make everyday banking easier and clearer.</p> <p>If you use biometrics, when you tap the 'Approve' button or when you tap the 'Decline' button, we will now ask for your Fingerprint/Touch ID or Face ID.</p>

For more information about these changes, please visit [boi.com/passcode-FAQs](https://boi.com/passcode-FAQs).

## The details

In the coming months, you will need to create a new six-digit passcode. You will need to do this for each device where you have downloaded our 365 mobile app. This will help make your everyday banking more secure.

We have updated the terms and conditions to include the definition of a 'passcode'. You may need to use your new passcode when you use our digital banking services as a security credential. You must protect it as you protect your other security credentials. **You must not share this passcode with anyone.** If you do, they may be able to gain access to your bank account.

Once you set your passcode, you will use it to log in and approve purchases. You will also use it anywhere else you're currently asked to use your 365 PIN on your mobile device.

To continue to use biometrics on your mobile device, you need to have created the new six-digit passcode. Once you have created your passcode, you can continue using your Fingerprint/Touch ID or Face ID on your mobile device when you log in. In addition, you will now be able to use biometrics when approving purchases (see below for more details). You will also be able to use biometrics anywhere else you were previously asked to use your 365 PIN on your mobile device. You only need your six-digit passcode, if for any reason your Fingerprint/Touch ID or Face ID cannot be used.

You will still need to remember your existing 365 PIN in the situation shown in the table below.

## Where will you use your new six-digit passcode on the mobile app?

After you set your new six-digit passcode	365 PIN	Six-digit passcode	Biometrics (if enabled)
When you log in to our 365 mobile app		✓	✓
When you are asked to approve or decline purchases using our 365 mobile app		✓	✓
When you are asked to approve everyday banking actions using our 365 mobile app (for example, if you change your address on your profile)		✓	✓
When you use 365 phone		✓	✓
If you are re-registering our 365 mobile app on a new or existing device*	✓		

\* The only time you may need to use your 365 PIN is if you need to re-register for our 365 mobile app on a new or existing device. We know it may be hard to remember your 365 PIN just for this situation so, in the future, you will have the option to confirm your identity using your Visa debit card details instead.

## Where will you use your new six-digit passcode on 365 online?

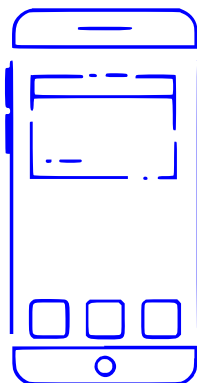
To log in to 365 online, you will be prompted for your new six-digit passcode or biometrics on the mobile app.

**If you use a physical security key to log in to 365 online, you will continue to use your 365 PIN the same as you do today.**

After you set your new six-digit passcode	365 PIN	Six-digit passcode	Biometrics (if enabled)
Logging in to 365 online		✓	✓
If you use a physical security key	✓		

# 3

## Changes to 365 phone



### At a glance:

We're introducing a change which will mean that you may need to use our 365 mobile app to access and use the self-service features of 365 phone.

The changes below apply to 365 phone and digital banking and their terms and conditions.

## The details

When you use 365 phone, we may ask you to use our app to confirm that you are who you say you are. You can do this by responding to a push notification that we will send to your mobile device. By using the app in this way, you will be able to self-serve on 365 phone 24 hours a day.

If you do not use our app, you'll need to speak to an advisor when you use 365 phone. Our advisors are available during business hours. You may not be able to use 365 phone outside of these hours, if you do not use our app. We recommend that you download our app to benefit from the full services on 365 phone in the future. We will let you know closer to the time when this change is happening. We will do this on 365 phone and on our website. For more information about 365 phone, please visit [boi.com/365phone-FAQs](https://boi.com/365phone-FAQs).



# 4

## Fraud prevention on your account



### At a glance:

The changes below apply to the terms and conditions for 365 phone and digital banking.

We're changing the 365 phone and digital banking terms and conditions to make it clearer that we can take certain steps (including delaying payments and contacting you) to protect your account by confirming a payment is genuine. We may do this if we suspect the payment may be illegal or fraudulent.

# 5

## Making our services more accessible - The European Accessibility Act (EAA) 2025



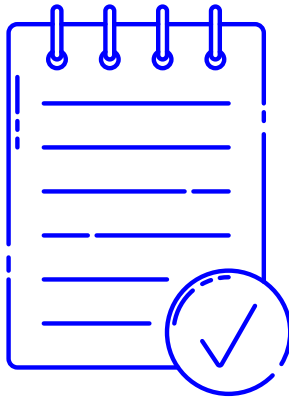
### At a glance:

We're committed to providing products and services that are inclusive and accessible to all. We're making some improvements to our services (for example, to ATMs, our website, letters and emails). We are making them easier to use and understand, particularly if you are using assistive technology.

From **28 June 2025**, information about what we offer and what we're doing to provide equal access to our consumer banking services, will be available on our website at [boi.com/Accessibility](https://boi.com/Accessibility).

# 6

## Other changes to our terms and conditions



### **When you can receive SEPA Instant payments**

We have updated our general terms and conditions for deposit products to make it clear that if you can receive SEPA Instant payments into your account they can be received at any time on every day of the year, including bank holidays and weekends.

## **Making sure that our product names stay the same**

We have updated our terms and conditions and 'Schedule of Fees and Charges for Personal Customers', to make sure that our product names always stay the same. For example, we sometimes called our current account for third level students our 'Third Level Student Account' and sometimes our '3rd Level Student Current Account'. To keep it consistent, it will now be called our 'Third Level Current Account'.

## **Making it clear when Government Stamp Duty (GSD) may be collected**

Additionally, we have updated our 'Schedule of Fees and Charges' for personal and business customers to clarify that Government Stamp Duty (GSD) on debit cards is applied in January or February (or at a later date, if funds are not available).

## **How we work out interest on current account overdrafts**

We have updated our terms and conditions for personal and business current accounts, to make it clearer how we calculate the balance cleared for interest on overdrafts. We do not count in the value of any payments into your account made (or due to be made) after the cut-off time on a banking day, or on a non-banking day, until the next banking day.

## **What we mean by a 'banking day'**

A banking day means any day we are open for business in the Republic of Ireland, other than a Saturday, Sunday or bank holiday. A non-banking day means any other day. You can find the updated personal and business current account terms and conditions on the individual product pages of our website.

## **How we work out interest on deposit accounts**

We have also updated our general terms and conditions for deposit products to make it clear how we calculate interest each calendar day if that day is not a banking day. In that circumstance, we calculate interest on the amount in the account on the previous banking day. For example, if a SEPA Instant payment is made into your account on a Saturday, Sunday or bank holiday, the money is immediately available to you, but we will calculate the interest based on the amount of money in the account on the previous banking day.

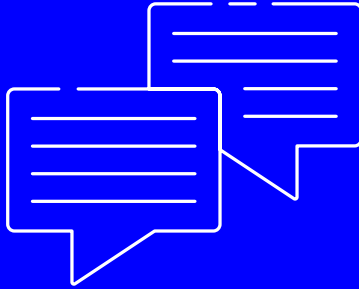
You can find the updated deposit terms and conditions on the product pages of our website or, for deposit products that are no longer for sale, in our branches.

## Dates at a glance

9 January 2025	Receipt of SEPA Instant payments available
1 May 2025	Updated terms and conditions are available to download on our website and are available in our branches
1 August 2025	Terms and conditions come into effect
1 August 2025 to 9 October 2025	Phased rollout of SEPA Instant payments

### If you do not wish to accept any of the terms and conditions changes in this guide

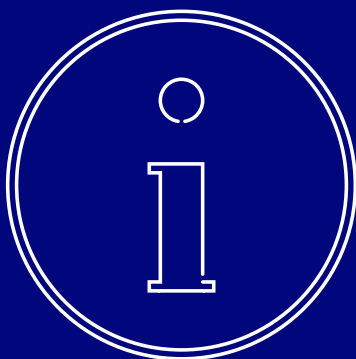
We appreciate that some customers may not want to accept these changes. If this is the case for you, you may choose to close your account or end your service. There is no charge for doing this, as long as you have cleared any overdrawn balances and/or fees due. If you do not notify us before 1 August 2025 when the changes come into effect, we will take this to mean that you have accepted the changes on their effective date.



### Remember...

Bank of Ireland will never call, text or email you asking you to share your full 365 online PIN, personal details, or one-time passcode. For more information, please visit the **'Security Zone'** section of our website.

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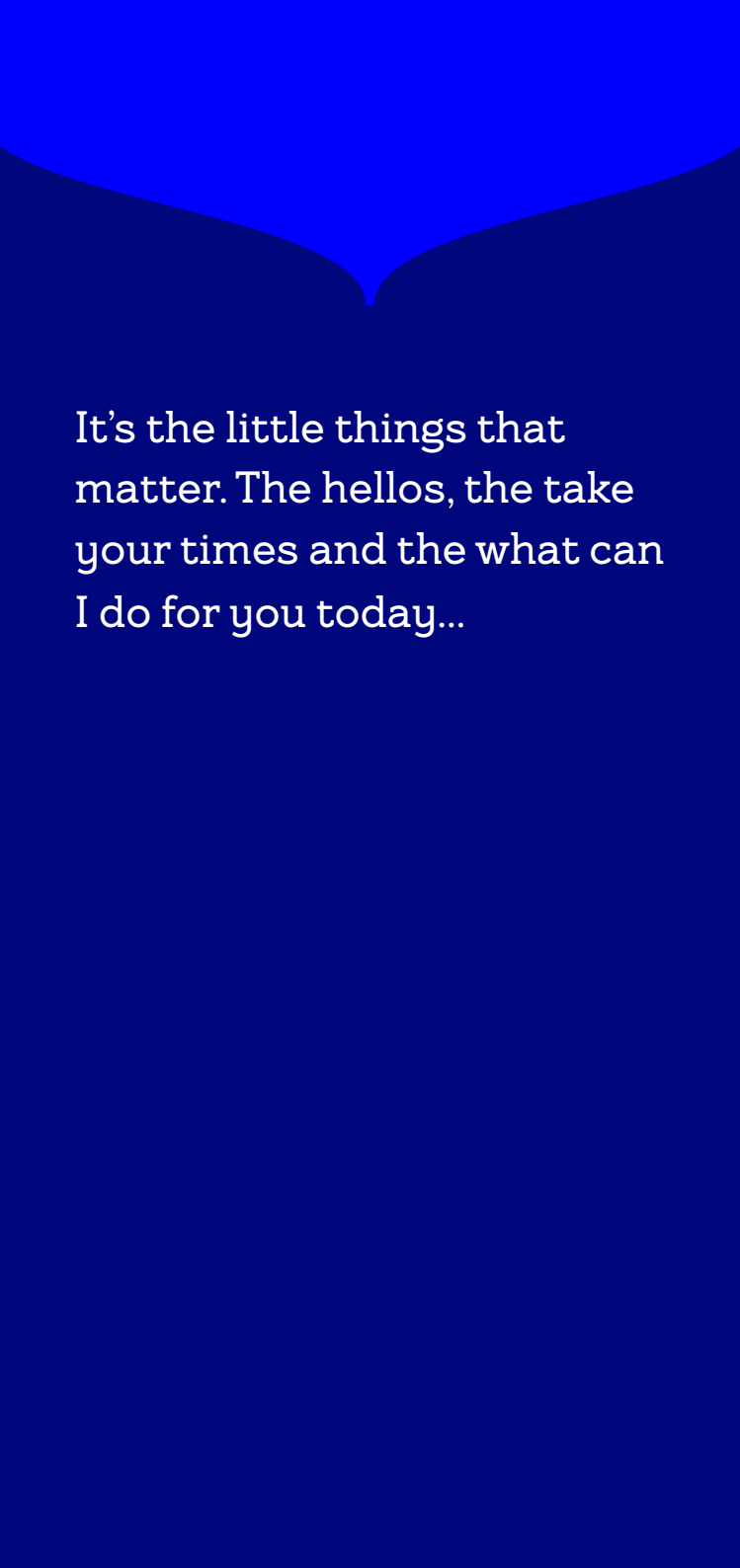
# Basic Bank Account

## Terms and Conditions

Effective from 08 February 2024



**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
- ▶ 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 for the first 12 months after it is opened. Fees for maintaining the account may be charged after 12 months depending on how much money is paid into the account: see the clause below about fees, charges and government duties for more detail. 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

**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.

# Are there things in our Agreement which you might find onerous or unusual?

We have aimed to ensure that these terms and conditions are in plain language and are transparent. We don't want there to be any unexpected outcomes for you in the way the terms and conditions work; and we want to be sure you are aware of things that sometimes arise for customers that could be onerous. So, we recommend you read the terms and conditions carefully before you open your account.

Please make sure you read this page as we wish to draw your attention specifically to some things dealt with in the terms and conditions.

## Explanatory Notes:

- ▶ If money is paid into your account by mistake we can correct that by taking it out again. We don't need to tell you in advance.
- ▶ You may need to use a BIC and IBAN, or account number and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.
- ▶ We have cut-off times that can be important if you are planning a transaction on your account in the afternoon or evening. You can find out about them in the terms and conditions and at bankofireland.com.
- ▶ If you have a joint account you are both (or all) equally liable to us for anything that we are owed on the account. One of you will be able to give us an instruction on the account without getting permission from the other person (or other people). We can send notices and letters to just one of you and the terms and conditions say that's enough to notify both (or all) of you.
- ▶ If you break the terms and conditions and that cause us a loss, you may have to compensate us.
- ▶ We can close your account if you have less than €10 in it and you don't use it for 24 months.
- ▶ You must be very careful when you pay cheques or similar paper payments to your account. We may show you the amount of a cheque lodged (paid in) to your account before it has been cleared. This does not mean the money paid to you in the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.
- ▶ If you make a cheque lodgement (pay in a cheque) that does not name you as the payee (person to be paid) there is a risk we will suffer a loss and you will have to compensate us.
- ▶ If you make a cheque lodgement (pay in a cheque) that is not in Euro and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.
- ▶ We can pay a post-dated cheque before the date you write on the cheque.
- ▶ If you pay money into your account through An Post on a Saturday or other time when we aren't open, we mightn't be able to up-date your account until the next day we open.
- ▶ We can apply negative interest to money in your account which means you pay us interest. This is because we need to be able to deal with market conditions that sometimes arise where we must pay negative interest to the European Central Bank or another organisation. We can also cap (limit) the amount of money you can have on your account to help us deal with such market conditions. We will always tell you beforehand before we apply negative interest.

# Terms and Conditions

## Basic Payment Account

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# 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 **"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.

1.14 **"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.

1.15 **"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](https://bankofireland.com); and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or [bankofireland.com](https://bankofireland.com) where that makes sense.

1.16 **"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.

1.17 **"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.

1.18 **"Digital Security Key"** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.

1.19 **"eStatement"** means any document or statement provided or made available in electronic form.

1.20 **"Money"** means money available in an Account includes money available by overdraft where that is so.

1.21 **"Negative Interest", "Negative Rate" and "Negative Rate of Interest"** and any similar expression each means a rate of interest that is less than 0% per annum, such that you pay interest to us.

1.22 **"Online Payment Account"** means a Payment Account which someone can access or use through Digital Banking.

1.23 **"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).

1.24 **"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.

1.25 **"Paper payment(s)"** means cheques, drafts, postal orders,

Government warrants and other payments in paper form; but does not include banknotes and coins.

- 1.26 **"Payee"** means a person who receives a payment.
- 1.27 **"Payer"** means a person who makes a payment.
- 1.28 **"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.
- 1.29 **"Payment Account"** means an account that is of a type that we list as a payment account on [bankofireland.com](http://bankofireland.com).
- 1.30 **"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.
- 1.31 **"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.
- 1.32 **"Person"** includes a human being, corporation, partnership or organisation.
- 1.33 **"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.
- 1.34 **"PIN"** means a personal identification number that you use with your Debit Card.
- 1.35 **"POS terminal"** means an electronic device which can accept Debit Card transactions.
- 1.36 **"Retailer"** means a business that allows you to pay for goods or services using a Debit Card.
- 1.37 **"Sanctions"** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.
- 1.38 **"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.
- 1.39 **"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](http://bankofireland.com/sanctions).
- 1.40 **"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.
- 1.41 **"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.
- 1.42 **"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.
- 1.43 **"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.
- 1.44 **"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).
- 1.45 **"Unauthorised overdraft"** means any overdraft on the account no matter how it arises.
- 1.46 **"Visa Scheme"** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.47 **"We", "Us" and "Our"** means The Governor and Company of the Bank of Ireland, having its Head Office at Baggot Plaza, 27-33 Upper Baggot St., Dublin, D04 VX58, Ireland, and its successors, and legal or equitable transferees or assignees. The word "Bank" means the same thing.
- 1.48 **"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.

- 1.49 **"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](http://bankofireland.com).
- 1.50 **"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.
- 1.51 **"365 Online"** means our internet banking services accessed via a web browser.
- 1.52 **"365 Phone"** means our telephone banking service.
- 2.0 Incorrect, Disputed or Unauthorised Transactions**
- 2.1 If you instruct us to make a payment to a payee who we suspect to be acting illegally or fraudulently:
- (a) we may delay the payment
  - (b) we may contact you and ask you to carry out checks to make sure the payee is genuine
  - (c) we may block the payment, even after you have made your own checks, if we continue to have reason to believe the payee is not genuine.
- 2.2 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).
- 2.3 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.
  - (c) or if you suspect that a transaction is unauthorised or incorrect, 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](http://bankofireland.com).
- 2.4 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 we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.5 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 2.6 and 2.7, 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.

- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.

- 2.13 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, we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.14 You should contact a TPP directly if you have any queries or complaints regarding the services they provide you.
- 2.15 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 eStatment) 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, sanctions compliance 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.

4.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):

- (a) against fraud, money laundering or terrorism; or
- (b) concerning financial and other sanctions against people, organisations or states.

For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else which arises as a result.

## **5.0 Changes to these Terms and Conditions, Fees and Charges**

5.1 We may for a valid reason at any time:

- (a) change these terms and conditions including adding to them;
- (b) add new fees and charges or change existing fees and charges; or
- (c) change any facility on your Card. (This clause is subject to Clause 21 and the Payment Account Regulations).

5.2 Here are examples of valid reasons for us to make any such change:

- (i) to better comply with a law, regulation or other legal duty;
- (ii) to reflect a change in the law, code of practice, or a decision, or recommendation by a court, ombudsman or regulator;
- (iii) to improve the services we provide customers;
- (iv) to remove (or change) a service not required by the Payment Accounts Regulations if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;
- (v) where permitted by the Payment Accounts Regulations, to introduce (or change) a fee or charge to ensure a service is cost effective or sustainable for us or makes a reasonable profit or provides a reasonable return on investment or equity;

- (vi) to reflect changes in our business model, or the way we do business;
  - (vii) to reflect changes in technology or in our systems;
  - (viii) for a reason that is related to any of the previous ones.
- 5.3 We will tell you in advance before we make any change of a type set out in this clause. We will give you a valid reason for any such change.
- 5.4 The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate.
- 5.5 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.
- 5.6 If you do not ask us to end this contract in the way set out above, you are deemed to accept the changes which we tell you about under this clause 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 Unenforceable Clause, Waiver and Reading this Document**
- 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 Words and phrases defined in the Terms and Conditions are not case sensitive and have the same meaning regardless of whether an initial letter in a word is in uppercase (a capital) or lowercase.
- 7.5 The index, explanatory notes, 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.
- 7.6 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.



- 7.7 Any reference to “write”, “writing”, “written”, any other form of the verb to write (or to something that can be read) includes the following: (a) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and (b) any email, SMS (text message to a mobile phone), pop up on our app, facsimile or other electronic communication where you have given us contact details for any such means of communication.
- 7.8 Any reference to consumer credit law is to 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.
- 7.9 This clause only applies to these terms and conditions if you entered them on or after 29 November 2022. Nothing in these terms and conditions:
- (a) takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our “Part 4 Liabilities”) or
  - (b) excludes or restricts any of our Part 4 Liabilities. Nothing in these terms and conditions is to be interpreted to exclude or restrict any of our Part 4 Liabilities.
- Here are examples of our Part 4 Liabilities:
- our duty to supply a service in conformity with a contract under which we supply a service to you which includes meeting the tests for subjective and objective conformity set out in Part 4 of the Act;
  - our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; and
  - our duty to charge a reasonable price for a service where a contract between you and us does not set one out.
- 7.10 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”.
- 7.11 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation.
- 7.12 Nothing in these terms and conditions will be interpreted to prevent you from repaying an overdraft or a debit balance on the Account (a debit balance shows how much a customer owes us).
- 7.13 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.
- 7.14 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.

- 7.15 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](https://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 [fspo.ie](https://fspo.ie)

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

- 9.1 You may ask us to close your Account at any time with immediate effect or by a future date you choose. 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 (for example, any overdrawn balance, interest, fees, charges and Government Duty).

- 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 or sanctions compliance.
- 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 don't promise to provide an ATM at a particular place or to be available at a particular time.** The times when ATMs are available can vary from place to place and at different times. Sometimes, an ATM can go out of service, for example because all the money in it has been withdrawn or because of breakdown. In such cases we will restore the ATM service within a reasonable time.
- 9.7 **We aren't liable for interruptions beyond our reasonable control.** 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 the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- 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 and sanctions compliance 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 dockets 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 and sanctions 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;
- (g) you want to make an Account transaction that is initiated through a PISP; or
- (h) you are due to pay Negative Interest to us.

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 21).
- 12.10 You must not use the Account in any way which would breach any Sanctions. You must not authorise or knowingly permit any person to use the Account in any way which would breach any Sanctions. For example, you must not use the Account or permit a person to use the Account:
- (a) to make a payment to fund a trade, business or any activity that involves or benefits a Sanctioned Person or a Sanctioned Country;
  - (b) to make a payment to fund a trade, business or activity that takes place in a Sanctioned Country; or
  - (c) to take in a payment of money where some or all of it is from a Sanctioned Person or a Sanctioned Country;
  - (d) to take in a payment of money where some or all of it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or a Sanctioned Country; or
  - (e) in a way that indirectly involves anything that is mentioned in the previous examples.

### **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, in each case 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](https://www.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 2.2.
- 16.5 We may limit the amount of cash lodgements you can make using an express lodgement. Any limit will be for a valid reason which can include:
- Security
  - To improve the services we provide customers;
  - To reflect changes in our business model, or the way we do business;
  - To reflect changes in technology or in our systems;
  - For a reason that is related to any of the previous ones.
- 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 or paper payments lodged until the lodgement machine has taken them in so you cannot retrieve 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.
- 16.9 If there is a dispute between you and us concerning the lodgement machine we may give our records as evidence of dealings in any way that the law allows for. Any of our employees who processed a lodgement may give evidence as to how much they found in a lodgement machine.

## **17.0 Getting some of our payment services at services outlets**

This clause is about the services for your Account that you can get in An Post or (if available) another Services Outlet. In this clause the following phrases have the meanings we set out: "Agency Services" means the services provided on our behalf by a Services Agent (e.g. An Post).

"BOI lodgement docket" refers to any paper form or giro we provide customers to use when they lodge a cheque or paper payment to their Account in a face to face transaction in a branch of ours or in a Services Outlet (generally, we provide BOI lodgement dockets to you directly in a form personalised

to you; and you will need to bring one to a Services Outlet to use there).

"BOI payment card" includes a Debit Card, ATM card, and BOI lodgement card but does not include a credit card.

"Services Agent" refers to a company that enters an agreement to provide Agency Services on our behalf under agreements we have with them and includes the following (a) An Post; and (b) any other company that we appoint to provide Agency Services on our behalf; and which we notify you about in one of these ways: in writing, durable medium, through our website, by advertisement in a national Irish Newspaper or by means of a notice or information in the Services Outlet of the Service Agent.

"Services Outlet" means the office or premises of a Services Agent in which the Agency Services are available to you.

"Services Outlet Business Day" means a day when a Services Outlet is open and providing Agency Services.

- 17.1 If you have a BOI payment card you can use it at a Services Outlet (for example a post office of An Post) to get the following services on your Account:
  - 17.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 17.1.2 to make a cash withdrawal (take money) in euro from your Account;
- 17.2 You can use your BOI lodgement docket at a Services Outlet (for example, a post office of An Post) to get the following services on your Account
  - 17.2.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 17.2.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.
- 17.3 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
- 17.4 The terms and conditions that concern the use by you of your BOI payment card or BOI lodgement docket will apply in full when you use it to get Agency Services in a Services Outlet but they will be subject to any additional rule in these clauses about Agency Services.
- 17.5 The following terms and conditions apply if you get services at a Services Outlet:
  - 17.5.1 Taking cash out (cash withdrawals). If you take cash out of your Account, the amount in your Account will generally be reduced immediately.
  - 17.5.2 Paying cash and paper payments in:
    - (i) Paying in cash. If you pay cash into your Account in a Services Outlet before the relevant cut-off time on a Services Outlet Business Day, we will credit your Account with the payment and the funds will be available to you on the same Services Outlet Business Day.

ii) Cut-off times. We have cut-off times for Services Outlet Business Days that are not also our Business Days (for example, Saturday); and these apply only when you use Agency Services on such days. If you have a query on cut-off times, please refer to our website [www.bankofireland.com](http://www.bankofireland.com)

(iii) Paying in Cheques etc. If you pay a paper payment (for example, make a cheque lodgement) into your Account at a Services Outlet processing times may be different from those where you pay in a paper payment in a branch of ours. There are different cut-off times for different account transactions. If you have a query on cut-off times, please refer to our website [www.bankofireland.com](http://www.bankofireland.com)

(iii) Separate lodgements of cash and cheques or other paper payments. If you visit a Services Outlet to lodge (pay) a mixture of cash and cheques (or other paper payments) into your account you will need to carry out two or more transactions to do this (but this will not involve any extra cost for you).

17.6 Up-dating the balance on your Account.

17.6.1 If you pay cash into your Account in a Services Outlet before the cut-off time we will credit your Account after a short period of time and then you will have access to the funds you pay in. It may take us a little longer (even after you have access to your funds) to up-date the Account balance we show you (for example, on Digital Banking or at an ATM).

17.6.2 If you pay cash into your Account in a Services Outlet on a Saturday or other Services Outlet Business Day that is not one of our Business Days, we may not be able to up-date the Account balance that we show you (for example, on Digital Banking or at an ATM) until our next Business Day. Despite that delay, the cash will be available to you as soon as we credit it to your Account.

17.7 Services Outlet opening times, closures and outages.

17.7.1 We can't promise that a Services Outlet will be open at any time or place as this will be at the discretion of the Services Agent.

17.7.2 We will not be responsible for any loss or inconvenience you suffer because (a) a Services Outlet is closed at a time when you wish to wish to get Agency Services; or (b) a Services Outlet is permanently closed; or (c) a Services Agent cannot make the Agency Services available to you, for example because of a problem with their electronic systems; or (d) if a Services Agent does not accept your BOI payment card

because authorisation is not possible, for example, due to problems with electronic systems or because your BOI payment card is damaged.

- 17.8 Queries and complaints: If you have a query about the services a Services Agent (for example An Post) provides or need to make a complaint please contact Bank of Ireland in the first instance and we will aim to resolve your query or complaint. Please see the clause above about making a complaint for further detail.
- 17.9 About An Post: An Post is a designated activity company incorporated in Ireland with registered number 98788. Its registered office is the General Post Office, O'Connell Street, Dublin 1, D01 F5P2. For general queries you can fill out the contact us form on [anpost.com/Help-Support/Contact-Us](https://anpost.com/Help-Support/Contact-Us)
- 18.0 Third Party Providers (TPP)**
- 18.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 18.2 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](https://bankofireland.com/openbanking)
- 18.3 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.
- 18.4 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.
- 18.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 18.6 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.
- 18.7 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.
- 18.8 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.

- 18.9 About AISP. If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- 18.10 You can instruct an AISP to access and hold details of your Online Payment 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 Online Payment Account for up to 180 days and we will obey those requests (unless we have duly evidenced reasons relating to unauthorised or fraudulent access to your Online Payment Account, in which case we may (but are not obliged to) request that you authorise us again (in the way set out in this clause) before we share information with the AISP). Once each 180 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 Online Payment Account with your AISP.
- 18.11 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.
- 18.12 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 CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
- 18.13 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.
- 18.14 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.

18.15 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.

## **19.0 Standing Orders**

19.1 A standing order is an instruction from you to us, 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.

19.2 You must give us the BIC & IBAN (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.

19.3 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 we won't have time to obey it before the (next) standing order is due. If that happens, we are not at fault and, we will not be liable to you or anyone else for any loss or expense which results. You can find out about our up-to-date cut off times on [bankofireland.com](http://bankofireland.com) and search "cut off time".

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

19.5 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.

## **20.0 Direct Debits**

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

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

20.3 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.



- 20.4 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes overdrawn.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.
- 20.9 We have no duty to you in relation to goods or services supplied by an Originator.
- 20.10 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/sepadirectdebts](https://bankofireland.com/sepadirectdebts). 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.

## **21.0 Fees, Charges and Government Duty**

- 21.1 For the first 12 months from the opening date your Account shall be exempt from fees for maintaining the account
- 21.2 At any time once the 12 month period mentioned in Clause 21.1 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  $M \times 2,080$ .

- 21.3 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.
- 21.4 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](http://bankofireland.com).
- 21.5 We have a legal duty to collect Government Duty that you may owe concerning your Account, for example, on your Debit Card.
- 21.6 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.
- 21.7 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.

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

- 22.1 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); or where Negative Interest applies to the Account. 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.

## **23.0 Negative Interest on the credit balance on your Account**

- 23.1 We may at our discretion apply a Negative Rate of Interest to the Account at a rate or rates that we determine and notify you about. You pay Negative Interest to us. We can notify you of a Negative Interest Rate (a) in the documentation we give you when you open the Account which will mean the Negative Interest will apply from the time you open the Account; or (b) at any time at our discretion by sending you notice in a way allowed for in these Terms and Conditions in which case the Negative Interest will apply from the effective date set out in the notice.
- 23.2 If Negative Interest applies to the Account, the effect will be that we will apply the Negative Rate and calculate the Negative Interest amount payable by you. Any amount of Negative Interest that becomes due by you to us is called a "Negative Interest Amount".
- 23.3 For so long as Negative Interest applies, the Negative Interest Amount will be due from you on each month on a date we

- set and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 23.4 You permit us to withdraw any Negative Interest Amount from the Account and/or to deduct any from the Account balance.
- 23.5 For so long as Negative Interest applies to the Account, you agree to keep enough money in your Account to pay each Negative Interest Amount in full and on time. We can refuse to allow you withdraw money from the Account where we reasonably anticipate that a withdrawal will cause a breach of this clause. If the amount of such available funds in your Account is not enough to pay in full a Negative Interest Amount due to us (the amount of such shortfall being the "Shortfall Amount") you agree to pay the Shortfall Amount within three banking days of the due date for payment of the corresponding Negative Interest Amount (or on our demand).
- 23.6 We calculate Negative Interest on the credit balance on your Account each day based on the cleared balance on the Account in Euros, excluding cents, using the Negative Interest rate that applies. We will add the Negative Interest each day and take the Negative Interest Amount from the Account each month (and the amount of money available in the Account will be reduced by that amount). We can decide to calculate or charge Negative Interest at intervals different to those set out in this clause.
- 23.7 Negative Interest rate is variable. If a Negative Interest Rate applies to the account it will be a variable rate of interest. This means we may change a Negative Interest Rate to a rate that is more negative or less negative. We may also end a Negative Interest by changing the rate to 0% (if we do we will have a right to re-introduce a Negative Rate of Interest at any time in the future). If we change or end a Negative Interest rate we will tell you of the change in a way that complies with law. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 23.8 Interpretation. Nothing in the Terms and Conditions about Negative Interest shall be interpreted to oblige us to pay you interest on any debit balance (for example an overdraft) that may arise in the Account. Any reference to "interest" or "interest rate" or "rate of interest" in the terms and conditions includes a reference to a Negative Rate of Interest (unless the context indicates otherwise).

## **24.0 Different interest rates in different tiers of the same account**

- 24.1 We may apply interest rates to your Account in any of the following ways;
- 24.1.1 We may apply the same interest rate to the entire Account balance;
- 24.1.2 We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to (a) the credit balance on the

Account; or (b) the aggregate of the amount of money you have on deposit in the Account and on some or all of the other accounts you have with us (whether they are of a similar type or not; and includes accounts in your sole name or the name of you and another person or other persons).

24.2 Where there is tiering of interest rate(s), any reference to "Account" or to the credit balance on the Account in this document includes a reference to part of the credit balance as appropriate, by reference to how the interest rates on the Account are tiered.

24.3 Any reference in the Terms and Conditions to 'tier', 'tiering' (or similar) of an interest rate or rates or of the interest rate applicable to an account refers to what is provided for in this Clause.

## **25.0 Counting the total amount you deposit with us**

25.1 We can include the total amount of money you have on deposit in all the accounts you have with us to help us decide: (a) what interest rate we should apply, for example, if it should be a negative interest rate; or (b) whether you meet any rule that limits the amount you can deposit with us; or (c) for other purposes where such a calculation is needed. When we calculate that total we can include: (i) any account in your sole name; or (ii) any account that is in the joint names of you and another person or any number of other persons. We will count joint accounts in one of the ways that follows.

25.2 Counting joint accounts. When we calculate what money you own in a joint account: (a) we can count your share of it; (b) when we include your share of a joint account we can treat all joint accounts as being owned by the account holders in equal shares (for example, we assume customers own half each of an account in two joint names; or a third each of an account in three joint names) unless all the account holders tell us in writing that the shares are not equal.

25.3 Alternative way of counting joint accounts. We can, in the alternative, count all accounts in the same joint names together. If you have a share in a joint account we include in this alternative way, we will not also include that share in any other calculation of the total of the amount you have on deposit with us.

# Debit Cards Terms and Conditions

## 26.0 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](http://bankofireland.com). You can also request a copy from us at any time free of charge.
- 26.1 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.
- 26.2 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 are sufficient funds in 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.
- 26.3 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.
- 26.4 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.

- 26.5 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.
- 26.6 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. The reasons for this include your security and the cost to us of providing you with a Card that you may not use. If we don't renew your Card you can write to ask us for a new one setting out reasons why we should; and we will consider them fairly and reasonably.
- 26.7 If you get a new or replacement card from us, we also send the card details to Visa. They may forward the details to any online payment platform you are registered with and any digital wallet provider the card is registered with. They may also forward the details to relevant merchants so that any ongoing card payments you've set up on the card (for example TV streaming service subscriptions or toll road payments) can continue without interruption.
- It is not our responsibility if Visa or others have not updated the new card details, and your payments are interrupted as a result. To ensure your services are not interrupted you should notify relevant merchants when you get a new new or replacement card. If you wish to opt out of this service, please contact us.

## **27.0 Protecting your Card, PIN and other Security Credentials**

- 27.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 27.0. 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.
- 27.2 You should sign your Card as soon as you receive it.
- 27.3 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.
- 27.4 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.
- 27.5 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.

- 27.6 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](https://www.bankofireland.com)
- 27.7 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.

## **28.0 Using your Card for purchases and cash withdrawal**

- 28.1 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.
- 28.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 28.3 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.

## **29.0 Paying a Retailer using your Card**

- 29.1 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.
- 29.2 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.
- 29.3 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](http://bankofireland.com).

29.4 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.

29.5 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 29.5 (i) above.

29.6 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.

29.7 If a Retailer refuses to accept the Card because an authorisation is not possible for a reason beyond our control, for example, due to problems with electronic systems (other than the ones we put in place for you to use your Card) or because your Card has become damaged we are not liable.

29.8 If we are unable to process your Card transaction because we



have not received an authorisation request for the transaction we are not liable.

- 29.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 29.10 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.
- 29.11 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.

### **30.0 Loss, Theft or other Misuse of your Card**

- 30.1 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](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.
- 30.2 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
- 30.3 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.
- 30.4 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.

### **31.0 Fees, Charges and Foreign Currency Transactions**

- 31.1 We charge to your Account any fees, charges and Government Duty that may 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](http://bankofireland.com).
- 31.2 We may change our fees and charges for a valid reason (for example those set out in Clause 5) by giving you notice and we

will notify you in a way allowed for in the General Conditions and by law regulation.

31.3 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 31.4.

31.4 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 cash withdrawals when you withdraw Sterling from our own ATMs in Northern Ireland.

31.5 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](http://boi.com/CBPR).

## **32.0 General Terms**

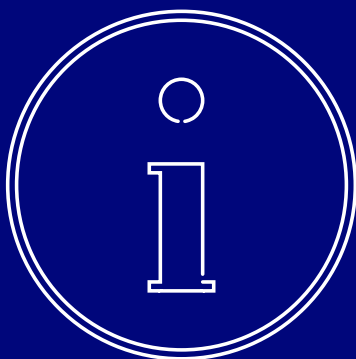
32.1 The Debit Card terms and conditions are in addition to the General terms and conditions and your Account terms and conditions.

32.2 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.

32.3 If there is a difference between a 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.  
37-1376R.12 (02/24)





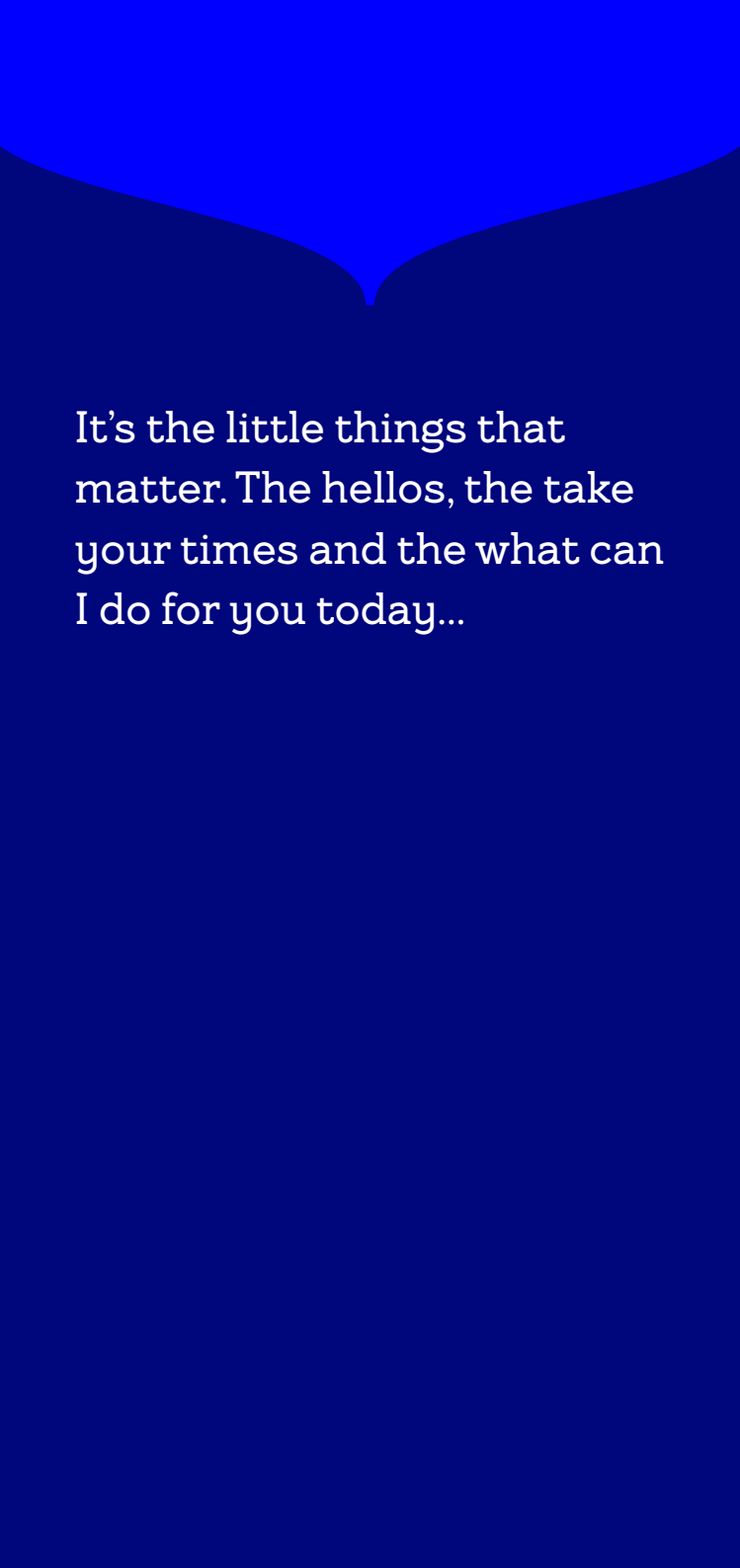
# Basic Bank Account

## Terms and Conditions

Effective from 01 August 2025



**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
- ▶ 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 for the first 12 months after it is opened. Fees for maintaining the account may be charged after 12 months depending on how much money is paid into the account: see the clause below about fees, charges and government duties for more detail. 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

**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.

# Are there things in our Agreement which you might find onerous or unusual?

We have aimed to ensure that these terms and conditions are in plain language and are transparent. We don't want there to be any unexpected outcomes for you in the way the terms and conditions work; and we want to be sure you are aware of things that sometimes arise for customers that could be onerous. So, we recommend you read the terms and conditions carefully before you open your account.

Please make sure you read this page as we wish to draw your attention specifically to some things dealt with in the terms and conditions.

## Explanatory Notes:

- ▶ If money is paid into your account by mistake we can correct that by taking it out again. We don't need to tell you in advance.
- ▶ You may need to use a BIC and IBAN, or account number and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.
- ▶ We have cut-off times that can be important if you are planning a transaction on your account in the afternoon or evening. You can find out about them in the terms and conditions and at [bankofireland.com](http://bankofireland.com). If you receive a SEPA Instant payment to your account, cut off times do not apply.
- ▶ If you have a joint account you are both (or all) equally liable to us for anything that we are owed on the account. One of you will be able to give us an instruction on the account without getting permission from the other person (or other people). We can send notices and letters to just one of you and the terms and conditions say that's enough to notify both (or all) of you.
- ▶ If you break the terms and conditions and that causes us a loss, you may have to compensate us.
- ▶ We can close your account if you have less than €10 in it and you don't use it for 24 months.
- ▶ You must be very careful when you pay cheques or similar paper payments to your account. We may show you the amount of a cheque lodged (paid in) to your account before it has been cleared. This does not mean the money paid to you in the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.
- ▶ If you make a cheque lodgement (pay in a cheque) that does not name you as the payee (person to be paid) there is a risk we will suffer a loss and you will have to compensate us.
- ▶ If you make a cheque lodgement (pay in a cheque) that is not in Euro and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.
- ▶ We can pay a post-dated cheque before the date you write on the cheque.
- ▶ If you pay money into your account through An Post on a Saturday or other time when we aren't open, we mightn't be able to up-date your account until the next day we open.
- ▶ We can apply negative interest to money in your account which means you pay us interest. This is because we need to be able to deal with market conditions that sometimes arise where we must pay negative interest to the European Central Bank or another organisation. We can also cap (limit) the amount of money you can have on your account to help us deal with such market conditions. We will always tell you beforehand before we apply negative interest.

# Terms and Conditions

## Basic Payment Account

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# 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 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.
- 1.3 **"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.
- 1.4 **"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" 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.
- 1.9 **"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.

- 1.10 **"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 **"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.
- 1.14 **"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.
- 1.15 **"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](https://bankofireland.com); and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or [bankofireland.com](https://bankofireland.com) where that makes sense.
- 1.16 **"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.
- 1.17 **"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.
- 1.18 **"Digital Security Key"** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 1.19 **"eStatement"** means any document or statement provided or made available in electronic form.
- 1.20 **"Instruction"** means any instruction or consent you or anyone else on your behalf (for example a TPP) gives us to pay money into or from your Account, or to carry out another service.
- 1.21 **"Money"** means money available in an Account includes money available by overdraft where that is so.
- 1.22 **"Name"** means the name of a Payee. For a natural person (a human being) this will be the name and surname, and for a legal person (for example, a company or business), the commercial or legal name.
- 1.23 **"Negative Interest", "Negative Rate" and "Negative Rate of Interest"** and any similar expression each means a rate of interest that is less than 0% per annum, such that you pay interest to us.
- 1.24 **"Online Payment Account"** means a Payment Account which someone can access or use through Digital Banking.

- 1.25 **"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).
- 1.26 **"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.
- 1.27 **"Paper payment(s)"** means cheques, drafts, postal orders, Government warrants and other payments in paper form; but does not include banknotes and coins.
- 1.28 **"Payee"** means a person or business who you want to pay money to.
- 1.29 **"Payer"** means a person who makes a payment.
- 1.30 **"Payment Account"** means an account that is of a type that we list as a payment account on [bankofireland.com](http://bankofireland.com).
- 1.31 **"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.
- 1.32 **"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.
- 1.33 **"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.
- 1.34 **"Person"** includes a human being, corporation, partnership or organisation.
- 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](https://bankofireland.com/sanctions).

1.42 **"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.

1.43 **"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.

1.44 **"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 **"SEPA"** means the Single Euro Payment Area details of which are available at [bankofireland.com](https://bankofireland.com).

1.47 **"SEPA Credit Transfer"** means a non-urgent Euro payment made within the SEPA Zone and which is subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules. It may also be referred to as a **"SEPA Payment"**.

1.48 **"SEPA Direct Debit"** means a Direct Debit which is subject to the SEPA Direct Debit Rules, under which payments in euro are made from the Account to another account within SEPA.

1.49 **"SEPA Instant Credit Transfer"** means a Euro payment made within the SEPA Zone which when executed immediately, (and if successful) is credited to the Payee within ten seconds, 24 hours a day and on any calendar day



and which is subject to the SEPA Instant Credit Transfer Scheme Rules. It may also be referred to as an **“Instant Payment”** or a **“SEPA Instant Payment”**.

- 1.50 **“SEPA Zone”** means the member countries of SEPA, details of which are available on Bank of Ireland website at [bankofireland.com](http://bankofireland.com).
- 1.51 **“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).
- 1.52 **“Unauthorised overdraft”** means any overdraft on the account no matter how it arises.
- 1.53 **“Verification of Payee”** is a service we provide to check the Name of an intended Payee against the IBAN provided with an instruction for a SEPA Credit Transfer or SEPA Instant Credit Transfer. This service is described in more detail in clauses 22.0.
- 1.54 **“Visa Scheme”** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.55 **“We”, “Us”** and **“Our”** means The Governor and Company of the Bank of Ireland, having its Head Office at Baggot Plaza, 27-33 Upper Baggot St., Dublin, D04 VX58, Ireland, and its successors, and legal or equitable transferees or assignees. The word **“Bank”** means the same thing.
- 1.56 **“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.
- 1.57 **“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](http://bankofireland.com).
- 1.58 **“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.
- 1.59 **“365 Online”** means our internet banking services accessed via a web browser.
- 1.60 **“365 Phone”** means our telephone banking service.

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

- 2.1 If you instruct us to make a payment to a payee who we suspect to be acting illegally or fraudulently:
- (a) we may delay the payment
  - (b) we may contact you and ask you to carry out checks to make sure the payee is genuine
  - (c) we may block the payment, even after you have made your own checks, if we continue to have reason to believe the payee is not genuine.
- 2.2 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).
- 2.3 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.
  - (c) or if you suspect that a transaction is unauthorised or incorrect, 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](https://www.bankofireland.com).
- 2.4 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 we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.5 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 2.6 and 2.7, 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 We will not be responsible for for any losses caused if we make a payment which was initiated by your or on your behalf (for example, through a TPP), that contained an incorrect Account Number and Sort Code (or IBAN and BIC) supplied by your or someone else, for example a TPP, and where we have carried out Verification of Payee if your payment was a SEPA Credit Transfer or SEPA Instant Credit Transfer. We may charge you for any reasonable costs that we have to pay in getting this money back for you.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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, we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.14 You should contact a TPP directly if you have any queries or complaints regarding the services they provide you.
- 2.15 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 eStatment) 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, sanctions compliance 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.

- 4.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):
- (a) against fraud, money laundering or terrorism; or
  - (b) concerning financial and other sanctions against people, organisations or states.

For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else which arises as a result.

## **5.0 Changes to these Terms and Conditions, Fees and Charges**

- 5.1 We may for a valid reason at any time:

- (a) change these terms and conditions including adding to them;
- (b) add new fees and charges or change existing fees and charges; or
- (c) change any facility on your Card. (This clause is subject to Clause 23.0 and the Payment Account Regulations).

- 5.2 Here are examples of valid reasons for us to make any such change:

- (i) to better comply with a law, regulation or other legal duty;
- (ii) to reflect a change in the law, code of practice, or a decision, or recommendation by a court, ombudsman or regulator;
- (iii) to improve the services we provide customers;
- (iv) to remove (or change) a service not required by the Payment Accounts Regulations if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;
- (v) where permitted by the Payment Accounts Regulations, to introduce (or change) a fee or charge to ensure a service is cost effective or sustainable for us or makes a reasonable profit or provides a reasonable return on investment or equity;
- (vi) to reflect changes in our business model, or the way we do business;
- (vii) to reflect changes in technology or in our systems;
- (viii) for a reason that is related to any of the previous ones.

- 5.3 We will tell you in advance before we make any change of a type set out in this clause. We will give you a valid reason for any such change.

- 5.4 The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate.

- 5.5 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.

- 5.6 If you do not ask us to end this contract in the way set out above, you are deemed to accept the changes which we tell you about under this clause 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 Unenforceable Clause, Waiver and Reading this Document**

- 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 Words and phrases defined in the Terms and Conditions are not case sensitive and have the same meaning regardless of whether an initial letter in a word is in uppercase (a capital) or lowercase.
- 7.5 The index, explanatory notes, 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.
- 7.6 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.
- 7.7 Any reference to "write", "writing", "written", any other form of the verb to write (or to something that can be read) includes the following: (a) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and (b) any email, SMS (text message to a mobile phone), pop up on our app, facsimile or other electronic communication where you have given us contact details for any such means of communication.
- 7.8 Any reference to consumer credit law is to 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.

7.9 This clause only applies to these terms and conditions if you entered them on or after 29 November 2022. Nothing in these terms and conditions:

- (a) takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our “Part 4 Liabilities”) or
- (b) excludes or restricts any of our Part 4 Liabilities. Nothing in these terms and conditions is to be interpreted to exclude or restrict any of our Part 4 Liabilities.

Here are examples of our Part 4 Liabilities:

- ▶ our duty to supply a service in conformity with a contract under which we supply a service to you which includes meeting the tests for subjective and objective conformity set out in Part 4 of the Act;
- ▶ our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; and
- ▶ our duty to charge a reasonable price for a service where a contract between you and us does not set one out.

7.10 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”.

7.11 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation.

7.12 Nothing in these terms and conditions will be interpreted to prevent you from repaying an overdraft or a debit balance on the Account (a debit balance shows how much a customer owes us).

7.13 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.

7.14 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.

7.15 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](https://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 [fspo.ie](https://fspo.ie)

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

9.1 You may ask us to close your Account at any time with immediate effect or by a future date you choose. 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 (for example, any overdrawn balance, interest, fees, charges and Government Duty).

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 or sanctions compliance.

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;
- (iv) we are required to do so by law, regulation or direction from an authority we have a duty to obey; or
- (v) we believe that the payee is acting illegally or fraudulently.



- 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 don't promise to provide an ATM at a particular place or to be available at a particular time.** The times when ATMs are available can vary from place to place and at different times. Sometimes, an ATM can go out of service, for example because all the money in it has been withdrawn or because of breakdown. In such cases we will restore the ATM service within a reasonable time.
- 9.7 **We aren't liable for interruptions beyond our reasonable control.** 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 the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- 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 and sanctions compliance 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 dockets 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 and sanctions 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;
- (g) you want to make an Account transaction that is initiated through a PISP; or
- (h) you are due to pay Negative Interest to us.

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 23.0).
- 12.10 You must not use the Account in any way which would breach any Sanctions. You must not authorise or knowingly permit any person to use the Account in any way which would breach any Sanctions. For example, you must not use the Account or permit a person to use the Account:
- (a) to make a payment to fund a trade, business or any activity that involves or benefits a Sanctioned Person or a Sanctioned Country;
  - (b) to make a payment to fund a trade, business or activity that takes place in a Sanctioned Country; or
  - (c) to take in a payment of money where some or all of it is from a Sanctioned Person or a Sanctioned Country;
  - (d) to take in a payment of money where some or all of it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or a Sanctioned Country; or
  - (e) in a way that indirectly involves anything that is mentioned in the previous examples.

### **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.
- Except in the case of Verification of Payee, we do not check whether any of the information is correct. We will not carry out Verification of Payee for paper-based payment instructions, if you are not present at the time of receipt of the 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'); and
  - ▶ 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 will be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense.
- 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 Except in the case of payments made by SEPA Instant Credit Transfer, 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](https://www.bankofireland.com). SEPA Instant Credit Transfers can be received 24 hours a day and on any calendar day.
- 15.7 Except in the case of payments made by SEPA Instant Credit Transfer, if we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example, a TPP) on a non-banking day we will treat it as if we had received it on the next banking day.

- 15.8 SEPA Instant Credit Transfers can be received at any time on any calendar day and Clauses 15.6 and 15.7 do not apply to receipt of those payments.
- 15.9 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. This Clause 15.9 does not apply to SEPA Instant Credit Transfers which when executed, and (if successful) are credited to the Payee within ten seconds, 24 hours a day and on any calendar day.
- 15.10 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.
- 15.11 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 15.12 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. SEPA Instant Credit Transfers can be received at any time and on any calendar day.
- 15.13 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.
- 15.14 Subject to Clause 15.15, 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.

15.15 You have the option to receive the transaction information set out in Clause 15.14 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.

15.16 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 and/or we suspect the TPP (or other person) may be acting illegally or fraudulently.

15.17 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 2.2.
- 16.5 We may limit the amount of cash lodgements you can make using an express lodgement. Any limit will be for a valid reason which can include:
- ▶ Security
  - ▶ To improve the services we provide customers;
  - ▶ To reflect changes in our business model, or the way we do business;
  - ▶ To reflect changes in technology or in our systems;
  - ▶ For a reason that is related to any of the previous ones.
- 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 or paper payments lodged until the lodgement machine has taken them in so you cannot retrieve 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.

- 16.9 If there is a dispute between you and us concerning the lodgement machine we may give our records as evidence of dealings in any way that the law allows for. Any of our employees who processed a lodgement may give evidence as to how much they found in a lodgement machine.

## **17.0 Getting some of our payment services at services outlets**

This clause is about the services for your Account that you can get in An Post or (if available) another Services Outlet. In this clause the following phrases have the meanings we set out:

“Agency Services” means the services provided on our behalf by a Services Agent (e.g. An Post).

“BOI lodgement docket” refers to any paper form or giro we provide customers to use when they lodge a cheque or paper payment to their Account in a face to face transaction in a branch of ours or in a Services Outlet (generally, we provide BOI lodgement dockets to you directly in a form personalised to you; and you will need to bring one to a Services Outlet to use there).

“BOI payment card” includes a Debit Card, ATM card, and BOI lodgement card but does not include a credit card.

“Services Agent” refers to a company that enters an agreement to provide Agency Services on our behalf under agreements we have with them and includes the following (a) An Post; and (b) any other company that we appoint to provide Agency Services on our behalf; and which we notify you about in one of these ways: in writing, durable medium, through our website, by advertisement in a national Irish Newspaper or by means of a notice or information in the Services Outlet of the Service Agent.

“Services Outlet” means the office or premises of a Services Agent in which the Agency Services are available to you.

“Services Outlet Business Day” means a day when a Services Outlet is open and providing Agency Services.

- 17.1 If you have a BOI payment card you can use it at a Services Outlet (for example a post office of An Post) to get the following services on your Account:
- 17.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 17.1.2 to make a cash withdrawal (take money) in euro from your Account;
- 17.2 You can use your BOI lodgement docket at a Services Outlet (for example, a post office of An Post) to get the following services on your Account
- 17.2.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 17.2.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.

- 17.3 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
- 17.4 The terms and conditions that concern the use by you of your BOI payment card or BOI lodgement docket will apply in full when you use it to get Agency Services in a Services Outlet but they will be subject to any additional rule in these clauses about Agency Services.
- 17.5 The following terms and conditions apply if you get services at a Services Outlet:
- 17.5.1 Taking cash out (cash withdrawals). If you take cash out of your Account, the amount in your Account will generally be reduced immediately.
- 17.5.2 Paying cash and paper payments in:
- (i) Paying in cash. If you pay cash into your Account in a Services Outlet before the relevant cut-off time on a Services Outlet Business Day, we will credit your Account with the payment and the funds will be available to you on the same Services Outlet Business Day.
- ii) Cut-off times. We have cut-off times for Services Outlet Business Days that are not also our Business Days (for example, Saturday); and these apply only when you use Agency Services on such days. If you have a query on cut-off times, please refer to our website [www.bankofireland.com](http://www.bankofireland.com)
- (iii) Paying in Cheques etc. If you pay a paper payment (for example, make a cheque lodgement) into your Account at a Services Outlet processing times may be different from those where you pay in a paper payment in a branch of ours. There are different cut-off times for different account transactions. If you have a query on cut-off times, please refer to our website [www.bankofireland.com](http://www.bankofireland.com)
- (iii) Separate lodgements of cash and cheques or other paper payments. If you visit a Services Outlet to lodge (pay) a mixture of cash and cheques (or other paper payments) into your account you will need to carry out two or more transactions to do this (but this will not involve any extra cost for you).
- 17.6 Up-dating the balance on your Account.
- 17.6.1 If you pay cash into your Account in a Services Outlet before the cut-off time we will credit your Account after a short period of time and then you will have access to the funds you pay in. It may take us a little longer (even after you have access to your funds) to up-date the Account balance we show you (for example, on Digital Banking or at an ATM).
- 17.6.2 If you pay cash into your Account in a Services Outlet on a Saturday or other Services Outlet Business Day that is not one of our Business Days, we may not be

able to up-date the Account balance that we show you (for example, on Digital Banking or at an ATM) until our next Business Day. Despite that delay, the cash will be available to you as soon as we credit it to your Account.

- 17.7 Services Outlet opening times, closures and outages.
- 17.7.1 We can't promise that a Services Outlet will be open at any time or place as this will be at the discretion of the Services Agent.
- 17.7.2 We will not be responsible for any loss or inconvenience you suffer because (a) a Services Outlet is closed at a time when you wish to wish to get Agency Services; or (b) a Services Outlet is permanently closed; or (c) a Services Agent cannot make the Agency Services available to you, for example because of a problem with their electronic systems; or (d) if a Services Agent does not accept your BOI payment card because authorisation is not possible, for example, due to problems with electronic systems or because your BOI payment card is damaged.
- 17.8 Queries and complaints: If you have a query about the services a Services Agent (for example An Post) provides or need to make a complaint please contact Bank of Ireland in the first instance and we will aim to resolve your query or complaint. Please see the clause above about making a complaint for further detail.
- 17.9 About An Post: An Post is a designated activity company incorporated in Ireland with registered number 98788. Its registered office is the General Post Office, O'Connell Street, Dublin 1, D01 F5P2. For general queries you can fill out the contact us form on [anpost.com/Help-Support/Contact-Us](https://anpost.com/Help-Support/Contact-Us)

## **18.0 Third Party Providers (TPP)**

- 18.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 18.2 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](https://bankofireland.com/openbanking)
- 18.3 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.
- 18.4 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.
- 18.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 18.6 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.
- 18.7 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.
- 18.8 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. If you have authorised us to proceed with a SEPA Instant Credit Transfer initiated by a PISP it can't be amended or stopped.
- 18.9 If you instruct a PISP to initiate a SEPA Credit Transfer or SEPA Instant Credit Transfer on your Online Payment Account, that PISP must ensure that the Name of the Payee is correct. Please see Clause 22.0 for more details on the Verification of Payee service.
- 18.10 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.
- 18.11 You can instruct an AISP to access and hold details of your Online Payment 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 Online Payment Account for up to 180 days and we will obey those requests (unless we have duly evidenced reasons relating to unauthorised or fraudulent access to your Online Payment Account, in which case we may (but are not obliged to) request that you authorise us again (in the way set out in this clause) before we share information with the AISP). Once each 180 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 Online Payment Account with your AISP.
- 18.12 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.
- 18.13 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 CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).

18.14 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.

18.15 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.

18.16 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.

18.17 If you have authorised us to proceed with a SEPA Instant Credit Transfer initiated by a PISP it can't be amended or stopped.

18.18 If you instruct a PISP to initiate a SEPA Credit Transfer or SEPA Instant Credit Transfer on your Online Payment Account, that PISP must ensure that the Name of the Payee is correct. Please see clause 22.0 for more details on the Verification of Payee service.

## **19.0 Standing Orders**

19.1 A standing order is an instruction from you to us, 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.

19.2 You must give us the BIC & IBAN (which are explained in Clause 15.4) or Sort Code and Account Number and Name (for SEPA Credit Transfers and SEPA Instant Credit Transfers)

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.

19.3 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 we won't have time to obey it before the (next) standing order is due. If that happens, we are not at fault and, we will not be liable to you or anyone else for any loss or expense which results. You can find out about our up-to-date cut off times on [bankofireland.com](http://bankofireland.com) and search "cut off time".

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

19.5 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.

## **20.0 Direct Debits**

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

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

20.3 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.

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

20.5 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.

20.6 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.
- 20.7 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.
- 20.8 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.
- 20.9 We have no duty to you in relation to goods or services supplied by an Originator.
- 20.10 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](https://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.
- 21.0 SEPA Credit Transfers and SEPA Instant Credit Transfers**
- 21.1 A SEPA Credit Transfer is a non-urgent Euro payment made within the SEPA Zone and which is subject to the SEPA Credit Transfer or the SEPA Direct Debit Scheme Rules. It may also be referred to as a **"SEPA Payment"**.
- 21.2 A SEPA Instant Credit Transfer is a Euro payment made within the SEPA Zone which when executed (and if successful) is credited to the Payee within 10 seconds, 24 hours a day and on any calendar day and which is subject to the SEPA Instant Credit Transfer Scheme Rules. It may also be referred to as an **"Instant Payment"**. SEPA Instant Credit Transfers will be made available to Customers on a phased basis. We will let you know when SEPA Instant Credit Transfers are available to you. The terms and conditions that apply to SEPA Instant Credit Transfers will only apply when the service is available to you.
- 21.3 We keep a record when you register to make SEPA Credit Transfers and SEPA Instant Credit Transfers and when you instruct us about these types of payment. We may give our records as evidence of your registration or Instruction in any way that the law allows for.
- 21.4 If you use the SEPA Credit Transfer service to pay money into a loan account or credit card account you have with us, you agree that you must contact us to establish the exact outstanding loan or credit card balance on that Account. You cannot rely on your own calculations in order to determine the exact outstanding loan or credit card balance. You cannot use the SEPA Instant Credit Transfer service to pay money to certain deposit accounts, global markets accounts, loan accounts or credit card accounts you have



with us or one of our subsidiaries.

- 21.5 If you use the SEPA Instant Credit Transfer service to pay money using Digital Banking to another account in the SEPA Zone, we will let you know within 10 seconds of receiving your instruction if the payment has or has not been made, and if it has not been made, the reason why.
- 21.6 Maximum transaction and daily limits apply to the amount you can pay from your Account. We can change these limits at any time. Details of the current limits are available when you use the relevant service. We may allow you to set a lower limit than the maximum limit from time to time by following the procedure we specify. You will be given the option to set a specific limit for SEPA Instant Credit Transfers, if you want to set one. The limit can be on a daily or transactional basis.
- 21.7 There may be planned maintenance windows (which we will advise you of) when the SEPA Instant Credit Transfer Service may be temporarily unavailable.
- 21.8 The financial institution where the Payee account is held controls payment into that account. We are not responsible for that.

## **22.0 Verification of Payee**

- 22.1 The Verification of Payee service is a way of helping you make sure that you send money to the right account when you make a SEPA Credit Transfer or a SEPA Instant Credit Transfer. It does this by checking the Name of the Payee against the IBAN you submit in your instruction before you send it. This helps you to avoid paying the wrong person or business.
- 22.2 The Verification of Payee service will be made available to Customers on a phased basis. We will let you know when the Verification of Payee service is available to you. The terms and conditions dealing with Verification of Payee will only apply when that service is available to you. We will not carry out Verification of Payee for paper-based payment instructions, if you are not present at the time of receipt of the payment instruction.
- 22.3 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer we may ask you to include the Name of the Payee you are transferring money to, in addition to their IBAN.
- 22.4 If your Payee is a natural person, you should include their full name (not a nickname).
- 22.5 If your Payee is a legal person (for example a company) you should include its legal or trading name.
- 22.6 When you set up a new Payee or Standing Order, you must ensure that you have the correct account details. You should have the right IBAN, and the Name of the person or business you are trying to pay.
- 22.7 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer, or the first time

you set up a Standing Order, and you include the Name of the Payee, we will let you know if the Name of the Payee you gave us:

- (a) matches the Name on the account that you want to transfer to;
- (b) does not match the Name on the account that you want to transfer to;
- (c) nearly matches the Name on the account you want to transfer to; or
- (d) that your Payee's financial institution has not given us a response.

22.8 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer, or set up a Standing Order to a Payee holding a joint account with other accountholders, we will let you know if the Name of the Payee you submit:

- (a) matches the Name of at least one of the accountholders;
- (b) does not match the Name of any of the accountholders;
- (c) nearly matches the Name of at least one of the accountholders; or
- (d) that your Payee's financial institution has not given us a response.

22.9 When someone wants to pay you by making a SEPA Credit transfer, or a SEPA Instant Credit Transfer, and when they include your Name, and we will tell their financial institution if it matches, does not match or nearly matches the Name provided to us.

22.10 If we tell you that the Name does not match, does not fully match, or that your Payee's financial institution has not given us a response, you should not make the SEPA Credit Transfer or SEPA Instant Credit Transfer, as the Payee may be incorrect.

22.11 If you choose to authorise a SEPA Credit Transfer or a SEPA Instant Credit Transfer where the Name does not match your intended Payee, or where your Payee's financial institution has not given us a response we may not be able to recover any transferred funds.

22.12 We shall not be held liable for the execution of a SEPA Credit Transfer or a SEPA Instant Credit Transfer to an unintended Payee on the basis of an incorrect IBAN (or other unique identifier), provided that we have carried out the Verification of Payee service.

## **23.0 Fees, Charges and Government Duty**

23.1 For the first 12 months from the opening date your Account shall be exempt from fees for maintaining the account

23.2 At any time once the 12 month period mentioned in Clause 23.2 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  $M \times 2,080$ .

- 23.3 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.
- 23.4 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](http://bankofireland.com).
- 23.5 We have a legal duty to collect Government Duty that you may owe concerning your Account, for example, on your Debit Card.
- 23.6 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.
- 23.7 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.

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

- 24.1 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); or where Negative Interest applies to the Account. 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.

## **25.0 Negative Interest on the credit balance on your Account**

- 25.1 We may at our discretion apply a Negative Rate of Interest to the Account at a rate or rates that we determine and notify you about. You pay Negative Interest to us. We can notify you of a Negative Interest Rate (a) in the documentation we give you when you open the Account which will mean the Negative Interest will apply from the time you open the Account; or (b)

at any time at our discretion by sending you notice in a way allowed for in these Terms and Conditions in which case the Negative Interest will apply from the effective date set out in the notice.

- 25.2 If Negative Interest applies to the Account, the effect will be that we will apply the Negative Rate and calculate the Negative Interest amount payable by you. Any amount of Negative Interest that becomes due by you to us is called a "Negative Interest Amount".
- 25.3 For so long as Negative Interest applies, the Negative Interest Amount will be due from you on each month on a date we set and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 25.4 You permit us to withdraw any Negative Interest Amount from the Account and/or to deduct any from the Account balance.
- 25.5 For so long as Negative Interest applies to the Account, you agree to keep enough money in your Account to pay each Negative Interest Amount in full and on time. We can refuse to allow you withdraw money from the Account where we reasonably anticipate that a withdrawal will cause a breach of this clause. If the amount of such available funds in your Account is not enough to pay in full a Negative Interest Amount due to us (the amount of such shortfall being the "Shortfall Amount") you agree to pay the Shortfall Amount within three banking days of the due date for payment of the corresponding Negative Interest Amount (or on our demand).
- 25.6 We calculate Negative Interest on the credit balance on your Account each day based on the cleared balance on the Account in Euros, excluding cents, using the Negative Interest rate that applies. We will add the Negative Interest each day and take the Negative Interest Amount from the Account each month (and the amount of money available in the Account will be reduced by that amount). We can decide to calculate or charge Negative Interest at intervals different to those set out in this clause.
- 25.7 Negative Interest rate is variable. If a Negative Interest Rate applies to the account it will be a variable rate of interest. This means we may change a Negative Interest Rate to a rate that is more negative or less negative. We may also end a Negative Interest by changing the rate to 0% (if we do we will have a right to re-introduce a Negative Rate of Interest at any time in the future). If we change or end a Negative Interest rate we will tell you of the change in a way that complies with law. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 25.8 Interpretation. Nothing in the Terms and Conditions about Negative Interest shall be interpreted to oblige us to pay you interest on any debit balance (for example an overdraft) that may arise in the Account. Any reference to "interest" or "interest rate" or "rate of interest" in the terms and conditions includes a reference to a Negative Rate of Interest (unless the context indicates otherwise).

## **26.0 Different interest rates in different tiers of the same account**

- 26.1 We may apply interest rates to your Account in any of the following ways;
- 26.1.1 We may apply the same interest rate to the entire Account balance;
- 26.1.2 We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to (a) the credit balance on the Account; or (b) the aggregate of the amount of money you have on deposit in the Account and on some or all of the other accounts you have with us (whether they are of a similar type or not; and includes accounts in your sole name or the name of you and another person or other persons).
- 26.2 Where there is tiering of interest rate(s), any reference to "Account" or to the credit balance on the Account in this document includes a reference to part of the credit balance as appropriate, by reference to how the interest rates on the Account are tiered.
- 26.3 Any reference in the Terms and Conditions to 'tier', 'tiering' (or similar) of an interest rate or rates or of the interest rate applicable to an account refers to what is provided for in this Clause.

## **27.0 Counting the total amount you deposit with us**

- 27.1 We can include the total amount of money you have on deposit in all the accounts you have with us to help us decide: (a) what interest rate we should apply, for example, if it should be a negative interest rate; or (b) whether you meet any rule that limits the amount you can deposit with us; or (c) for other purposes where such a calculation is needed. When we calculate that total we can include: (i) any account in your sole name; or (ii) any account that is in the joint names of you and another person or any number of other persons. We will count joint accounts in one of the ways that follows.
- 27.2 Counting joint accounts. When we calculate what money you own in a joint account: (a) we can count your share of it; (b) when we include your share of a joint account we can treat all joint accounts as being owned by the account holders in equal shares (for example, we assume customers own half each of an account in two joint names; or a third each of an account in three joint names) unless all the account holders tell us in writing that the shares are not equal.
- 27.3 Alternative way of counting joint accounts. We can, in the alternative, count all accounts in the same joint names together. If you have a share in a joint account we include in this alternative way, we will not also include that share in any other calculation of the total of the amount you have on deposit with us.

# Debit Cards Terms and Conditions

## 28.0 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](http://bankofireland.com). You can also request a copy from us at any time free of charge.

28.1 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.

28.2 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 are sufficient funds in 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.

28.3 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.

28.4 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.

- 28.5 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.
- 28.6 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. The reasons for this include your security and the cost to us of providing you with a Card that you may not use. If we don't renew your Card you can write to ask us for a new one setting out reasons why we should; and we will consider them fairly and reasonably.
- 28.7 If you get a new or replacement card from us, we also send the card details to Visa. They may forward the details to any online payment platform you are registered with and any digital wallet provider the card is registered with. They may also forward the details to relevant merchants so that any ongoing card payments you've set up on the card (for example TV streaming service subscriptions or toll road payments) can continue without interruption.
- It is not our responsibility if Visa or others have not updated the new card details, and your payments are interrupted as a result. To ensure your services are not interrupted you should notify relevant merchants when you get a new new or replacement card. If you wish to opt out of this service, please contact us.

## **29.0 Protecting your Card, PIN and other Security Credentials**

- 29.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 29.0. 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.
- 29.2 You should sign your Card as soon as you receive it.
- 29.3 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.
- 29.4 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.
- 29.5 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.

- 29.6 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](https://www.bankofireland.com)
- 29.7 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.

### **30.0 Using your Card for purchases and cash withdrawal**

- 30.1 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.
- 30.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 30.3 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.

### **31.0 Paying a Retailer using your Card**

- 31.1 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.
- 31.2 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.
- 31.3 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](http://bankofireland.com).

31.4 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.

31.5 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 31.5 (i) above.

31.6 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.

31.7 If a Retailer refuses to accept the Card because an authorisation is not possible for a reason beyond our control, for example, due to problems with electronic systems (other than the ones we put in place for you to use your Card) or because your Card has become damaged we are not liable.

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

we are not liable.

- 31.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 31.10 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.
- 31.11 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.

## **32.0 Loss, Theft or other Misuse of your Card**

- 32.1 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](https://www.bankofireland.com). We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the Card again.
- 32.2 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
- 32.3 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.
- 32.4 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.

## **33.0 Fees, Charges and Foreign Currency Transactions**

- 33.1 We charge to your Account any fees, charges and Government Duty that may 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](https://www.bankofireland.com).
- 33.2 We may change our fees and charges for a valid reason (for example those set out in Clause 5) by giving you notice and we will notify you in a way allowed for in the General Conditions

and by law regulation.

- 33.3 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 33.4.
- 33.4 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 cash withdrawals when you withdraw Sterling from our own ATMs in Northern Ireland.
- 33.5 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](http://boi.com/CBPR).

## **34.0 General Terms**

- 34.1 The Debit Card terms and conditions are in addition to the General terms and conditions and your Account terms and conditions.
- 34.2 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.
- 34.3 If there is a difference between a Debit Card term or condition and a General term or condition or Account term or condition, the Debit Card term or condition shall apply.



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the Central Bank of Ireland.  
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