Childsave Account

Bank of Ireland

Introduction

These are the Terms and Conditions that apply to the Chosen Product named above. They are in two parts:

Part 1.	**Terms and Conditions for the Chosen Product; and**
Part 2.	**General Terms and Conditions for Deposit Accounts**
Rates Table.	**The interest rate for the Chosen Product is shown in the Deposit Interest Rates table.**

The Terms and Conditions in Part 1 cannot be understood without the Deposit Interest Rate table and the General Terms and Conditions in Part 2. Please make sure you have received, read, and understood each of these three things.

Part 1: Terms and Conditions for the Chosen Product

Definitions:
'Child' is the person whose name is noted on the Account but this does not mean the Child has any legal or beneficial interest in the money in the Account (see below for more detail).

Words and phrases defined in the General Terms and Conditions have the same meaning when used in these Terms and Conditions for the Chosen Product.

1. Opening the Account:

1.1 The 'Childsave Account' is an account that is designed to help an adult to start saving for a child's future.

1.2 Your Childsave Account is opened in your name, with a child's name noted on the Account. The Childsave Account is in your name because it is opened by us on the understanding that you are the legal and beneficial owner of all of the money in it. We will deal with the money in the Childsave Account on that understanding.

1.3 You may open a Childsave Account at the counter of any of our Bank of Ireland branches.

1.4 You must be 18 years or older to open a Childsave Account.

1.5 We will note the name of the Child whose future you are saving for using the Childsave Account. The Child's name will appear on the confirmation of deposit notice we send you to remind you of that (even though you are the legal and beneficial owner of all the money in it).

1.6 The Child must be under 7 years of age.

1.7 We may ask for sight of the Child's original or certified copy birth certificate or other documentation.

2. Paying Money in and taking Money out

2.1 You can have (a) no less than €1 and (b) no more than €10,000 (not counting any interest we add) in the Childsave Account.

2.2 You can pay money into the Childsave Account any number of times as long as you stay within the limits set out in clause 2.1.

2.3 In addition to paying money into the Account at a Bank of Ireland branch, you can also pay money into the Childsave Account using a single monthly direct debit. The minimum monthly direct debit payment we allow is €20. The maximum monthly direct debit payment we allow is €500.

2.4 You can take money from the Childsave Account just once each calendar month at any of our Bank of Ireland branches.

3. Interest Rates

3.1 We show you the interest rate for the Chosen Product in the version of the Deposit Interest Rates Table that is current when you open the account.

3.2 All interest rates in the Deposit Interest Rates Table are quoted based on a 365 Day calender year. Interest is subject to DIRT at the prevailing rate.

4. How is interest paid to my Account?

4.1 We pay you interest at a rate that is variable. See the Deposits Interest Rates Table for current interest rates.

4.2 We pay you interest annually, typically in March.

4.3 You can choose to have interest paid to the Childsave Account or to another Bank of Ireland account in your name selected by you.

Part 2: General Terms and Conditions

1. Definitions

1.1 "365 Online" means our internet banking service accessed via a web browser;

1.2 "365 Phone" means our telephone banking service;

1.3 "Account" means the account in your name with us that has the product name shown in the Terms and Conditions for the Chosen Product when you open it; the word "Account" also refers to that account where we give it a new name or number or transfer the money in your Account to a new account in your name (for example, after the Chosen Product ends);

1.4 "AER" means annual equivalent rate;

1.5 "Bank of Ireland 365" means our 365 Online and 365 Phone banking;

1.6 "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;

1.7 "BIC" means the Bank Identifier Code;

1.8 "Chosen Product" means the particular deposit account product that you have chosen, that is named in the Terms and Conditions for the Chosen Product and that has the features set out in them;

1.9 "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. Further details are available at www.bankofireland.com;

1.10 "DIRT" means Deposit Interest Retention Tax;

1.11 "eStatement" means any document or statement provided or made available in electronic form;

1.12 "General Terms and Conditions" means the terms and conditions in this Part 2;

1.13 "IBAN" means the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account;

1.14 "Ireland" means the Republic of Ireland;

1.15 "Joint Account" means an Account opened in more than one name;

1.16 "Joint Account Holders" means the persons in whose names a Joint Account is opened;

1.17 "Microenterprise" means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as defined in Article 1 and Article 2(1) and (3) of the Annex to Recommendation 2003/361/EC as may be amended from time to time;

1.18 "positive interest", "positive rate" and "positive rate of interest" and any expression to similar effect each mean a rate of interest that is more than 0% per annum; we pay positive interest to you;

1.19 "prevailing rate" means the rate of interest we apply after the Chosen Product ends or you breach the Terms and Conditions for the Chosen Product. For example, the prevailing rate can be the Variable Rate Call rate;

1.20 "PSR" means the European Union (Payment Services) Regulations 2018 and any law that amends or replaces them. Some Terms and Conditions are written to make clear they apply only if PSR applies to the Account. For example, PSR applies to accounts where the customer uses the account for payment transactions and can place, transfer or withdraw funds without any restriction. We call such accounts PSR regulated;

1.21 "Sort code" means the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland;

1.22 "Taxation law" means the law on taxation in any jurisdiction which applies to the Account or to interest we pay you, for example the Taxes Consolidation Act 1997 as amended and any regulation made under it;

1.23 "Terms and Conditions for the Chosen Product" means the terms and conditions (in Part 1) that apply to the Chosen Product, in addition to the General Terms and Conditions;

1.24 "Terms and Conditions" means the terms and conditions which apply to the Account and include the General Terms and Conditions and the Terms and Conditions for the Chosen Product, as they may be amended from time to time;

1.25 "We", "us", and "our" means the Governor and Company of the Bank of Ireland having its Head Office at 40 Mespil Road, Dublin 4, Ireland and its successors, and legal or equitable transferees or assignees;

1.26 "You" and "yours" means the person or persons in whose name(s) the Account is opened. If you have a Joint Account, references in these Terms and Conditions to 'you' and 'your' include the Joint Account Holders, together and separately.

2. Your Account – what governs it

2.1 The Terms and Conditions apply to the Account.

2.2 The operation of your Account is also subject to general banking law, regulation and practice including but not limited to (i) banking and payments regulation, (ii) anti-money laundering and terrorist financing regulation and (iii) data protection regulation. These are in addition to the Terms and Conditions (for example, on matters not covered by them) 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.

2.3 We reserve the right not to open an Account.

3. Account must be kept in credit

3.1 You must keep the Account in credit at all times.

4. Paying money into and out of your Account

4.1 The Terms and Conditions for the Chosen Product may (a) limit your ability to lodge money to or take money from the Account and/or (b) mean there is a financial disadvantage to you if you take money out of the Account before the Chosen Product ends. PLEASE CHECK THE TERMS AND CONDITIONS FOR YOUR CHOSEN PRODUCT BEFORE YOU TAKE MONEY FROM THE ACCOUNT.

4.2 You can pay money into the Account at any of our branches but not if the Terms and Conditions for the Chosen Product say otherwise (for example, if they say you can only pay money in using 365 Online or 365 Phone).

4.3 You can take money out of the Account at any of our branches. You can take money out of the Account using 365 Online or 365 Phone where we tell you that it is possible (for example, by a message to you on the phone or on 365 Online). You cannot take money from the account by standing order, direct debit, or by using an ATM card.

5. Cheques and paper payments

5.1 When you lodge a paper payment (for example, a cheque) into your Account, we ask the payer's financial institution to pay the amount to us on your behalf. When the payer's financial institution pays the amount to us, the paper payment is said to be "cleared for withdrawal".

5.2 When you consider how much you can withdraw from your Account, you should not count in the value of any paper payment lodged into your Account unless and until it has been cleared for withdrawal.

5.3 It can take 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 a financial institution in Northern Ireland or abroad or from a Government office.

5.4 If the paper payment is returned unpaid by the payer's financial institution, we take the amount of the paper payment back out of your Account.

6. Foreign cheques

6.1 If you lodge a paper payment (for example, a cheque) to your Account in a currency other than Euro, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account. If the payer's financial institution returns the paper payment unpaid, we calculate the amount we take back using our exchange rate for that currency on that date we take the amount back. We are not liable for any loss you may suffer or any expense you have as a result.

7. Interest

7.1 Positive interest. For so long as positive interest applies to a credit balance on the Account or part of it we pay positive interest on the Account as set out in the Terms and Conditions for the Chosen Product. Any positive rate of interest set out in the Chosen Product Terms and Conditions comes to an end when the Chosen Product ends (for example, the end of the term if the Account is a term deposit).

7.2 We pay you positive interest annually typically in March

7.3 If the Terms & Conditions for the Chosen Product or the Deposit Interest Rate Table say the interest rate for the account is variable, Clause 20 applies to the Chosen Product.

7.4 We will give you details of the applicable interest rate(s) on the Account by giving or sending them to you or by showing them in our branches or on our website www.bankofireland.com
The details will include:

7.4.1 The annual percentage interest rate;

7.4.2 The annual equivalent rate (or AER);

7.4.3 Whether the interest rate is a fixed interest rate or a variable interest rate;

7.4.4 Whether the interest rate is a positive rate or is 0% per annum;

7.4.5 Whether tiered interest rates apply to different balances;

7.5 DIRT is deducted at the prevailing rate, where it applies, to positive interest only.

7.6 We (a) quote (b) calculate and (c) pay interest based on a 365 day year. We quote interest rates before the deduction of DIRT (unless we say otherwise).

7.7 We calculate interest each day based on the amount of money in the Account.

7.8. Tiering of interest

7.8.1 We may apply interest rates to your Account in any of the following ways;

7.8.2 We may apply the same interest rate to the entire Account balance;

7.8.3 We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to;

7.8.3.1 the credit balance on the Account; or

7.8.3.2 the aggregate of the credit balances of the Account and those on some or all of the other accounts you have with us (whether they are of a similar type or not);

7.8.3.3 Where there is tiering of interest rate(s), any reference to "Account" or to the credit balance on the Account in this Clause 7 includes a reference to part of the credit balance as appropriate, by reference to how the interest rates on the Account are tiered.

7.8.3.4 Any reference in the Terms and Conditions to 'tier', 'tiering' (or similar) of an interest rate shall be a reference to what is provided for in this Clause 7.

8. Accurate instructions

8.1 You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate. 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.

9. BIC, IBAN, Sort Code

9.1 You agree that when we process any payment to your Account, made by yourself or by a third party, we will rely on the BIC, the IBAN or the Sort Code; and the account number that is given with the payment. If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.

9.2 If we receive a payment or payment instruction that does not have the information that we need to identify the account that is to 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 if we refuse to process a 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.

9.3 If we receive a payment or payment instruction after the relevant cut-off time we will not process it until the next Banking Day. The cut-off time is the latest time on a Banking Day that we can process a particular account transaction. 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.

9.4 If we receive a payment or payment instruction on a non-banking day we will treat it as if we had received it on the next Banking Day.

9.5 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.

10. For PSR regulated accounts: instructions

10.1 This clause 10 applies if the Account is PSR regulated.

10.2 If we receive your payment instruction from you before the relevant cut-off time, we will process the payment from your Account on the Banking Day ("D") that we receive it (unless you have asked us to pay it 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 a cross border payment is 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.

10.3 If you instruct us to make a payment from your account to an account that is denominated in a different currency, we may carry out a currency conversion at the prevailing market rate.

10.4 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.

10.5 When you (or anyone else) lodge cash 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.

11. Incorrect, disputed or unauthorised transactions

11.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment.

11.2 You must tell us about any transaction that you did not authorise, or any transaction that was not done correctly without undue delay but no later than thirteen months after the date of the transaction. To report any incorrect, unauthorised or disputed transactions, you may contact us free of charge via the Freephone number listed on our website www.bankofireland.com. You will be responsible to demonstrate to our satisfaction that any such transaction was actually unauthorised or incorrectly executed if you are not a Microenterprise or a consumer. In this clause "consumer" means someone who uses the Account for purposes other than a trade, business or profession and is a human being (for example, is not a company).

11.3 Our records of transactions may be kept on paper, microfilm, electronically or a durable means. You agree that if there is a dispute between you and us regarding a transaction that, in the absence of obvious error, these records are evidence of dealings in relation to your Account.

11.4 If an unauthorised payment is made from your Account, we will 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, the Bank will be entitled to recover it from your Account without further reference to you.

11.5 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.

11.6 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.

12. Account transaction fees

12.1 We do not charge transaction fees for cash lodgements, cheque lodgements to or cash withdrawals from the Account. However, we could introduce such fees in future. If we do, we will give you notice as required by law. You may be charged a fee on the account you use to fund such a cash lodgement, cheque lodgement or receive such a cash withdrawal.

13. DIRT

13.1 By law, we must take DIRT from the interest we pay (unless you are exempt from this under Taxation Law and fulfil the required conditions).

13.2 The Government sets the rate of DIRT and may change it at any time.

13.3 Under Taxation Law, the Revenue Commissioners can ask us to send them details on the interest we pay out and to whom we pay it.

13.4 If you are resident in the Republic of Ireland and qualify under Taxation Law, you may be able to get an exemption from DIRT for your Account. To get this exemption:-

13.4.1 You must complete a declaration in the form required by the Revenue Commissioners for each deposit account opened; you must do this correctly and within the time limits set out in Taxation Law;

13.4.2 You must give us the completed form within the time limits set out in Taxation Law; or, if applying on the basis of permanent incapacity, you must send the form to your local Revenue office;

13.4.3 Interest must be paid to the Account or to another account in your name.

13.4.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

14. Non-Residents and DIRT

14.1 If you are not resident in the Republic of Ireland under Taxation Law, you may be able to get an exemption from DIRT for your Account. To get this exemption:-

14.1.1 You must complete a declaration of non-residence in the form required by the Revenue Commissioners for each deposit account opened; you must do this correctly and within the time limits set out in Taxation Law;

14.1.2 You must give us the completed form within the time limits set out in Taxation Law;

14.1.3 You must keep €6,500 (inclusive of accrued interest) or more in the Account at all times; and

14.1.4 Interest must be paid to the Account or to another account in your name.

14.2 We will apply DIRT to the interest paid to you if the balance on your Account is less than €6,500 (inclusive of accrued interest), even if you are non-resident.

14.3 We generally write to you if Clause 14.2 applies (but we have no liability to you if we do not).

14.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

15. Term Accounts

15.1 Usually, your Chosen Product lasts for a finite period (or "term") only. The length of the term is set out in the Terms and Conditions for the Chosen Product.

15.2 Sometimes, the Terms and Conditions for the Chosen Product may allow you to choose from a list of alternative terms (for example, they may allow you choose a term of 3, 6 or 12 months). We confirm your choice of term to you in writing.

15.3 We calculate terms in weeks. For example, a 6 month term is one of 26 weeks, a 1 year (or 12 month) term is one of 52 weeks, a two year (or 24 month) term is one of 104 weeks.

15.4 The term starts on the day we give you your account number and this may be earlier than the day you first pay money into the Account.

15.5 The term always ends on a Banking Day. If (but for this Clause 15) the term would otherwise end on a non-banking day, it will end on the next Banking Day to occur.

15.6 If the Account is a term account we add any positive interest at the end of the term and then pay it to you (or, if you tell us to, we pay it to another account in your name with us). Different arrangements for the payment of interest will apply if the Terms and Conditions for the Chosen Product say so.

16. When the Chosen Product comes to an end or if Terms and Conditions are breached

16.1 This Clause16 sets out what happens when the Chosen Product comes to an end or the Terms and Conditions (including those of the Chosen Product) are breached. If the Terms and Conditions for the Chosen Product provide for what happens when the Chosen Product ends, those provisions will apply instead of this Clause 16 (or they will apply to the extent that they differ from what Clause 16 contains).

16.2 You can tell us to move the money in your Account to another Chosen Product or product type or to pay it to

you on the date when the Chosen Product comes to an end. If you do, we will obey your instruction. If you do not or if the Terms and Conditions are breached, the Terms and Conditions will continue to apply with the following differences:

16.2.1 We may change the product name of your Account from the Chosen Product name to another name (for example, we can re-name it as a Variable Rate Call account) and/or we may give the Account a new account number;

16.2.2 We will apply interest at the prevailing rate. For so long as the prevailing rate for the Account is (i) a positive rate we pay you interest at a positive rate; (ii) 0% per annum we will not pay you interest and you will not pay us interest.

16.2.3 The Terms and Conditions for the Chosen Product will no longer apply; for example you will be free to take money from your Account at any time.

16.2.4 You will be able to take money out of the Account without prior notice.

17. Account statements

17.1 Subject to Clause 17.2 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:
(i) a reference enabling you to identify each transaction;
(ii) the amount of the transaction;
(iii) the amount of any charges applied to the transaction;
(iv) where applicable, the exchange rate applied to the transaction;

17.2 The transaction information set out in Clause 17.1 will be provided or made available to you free of charge
(a) as individual transaction receipts, or
(b) in periodic statements at the following frequencies:
(i) PSR regulated Account – Monthly or as often as we have agreed with you except where (during the relevant statement period) you carried out less than 4 transactions or your Account balance is below €20.You will always receive a statement at least annually**.**
(ii) Non PSR regulated Account – Once a year or as often as we have agreed with you, except where your Account balance is below €20 and there have been no transactions since the previous statement was issued.
You can notify us to agree a different statement frequency or receive individual transaction receipts.

17.3 Once your Account is registered for 365 Online and eStatements are available for your Account, you will have access to eStatements for that Account and you will not receive paper copies of certain documents or statements for that Account. Where eStatements are not available for your account, we will provide you with a paper copy of your statement. If you request a paper copy of an eStatement this will be deemed as a request for a duplicate statement and a fee may be applied.

17.3.1 Your eStatements can be viewed by you and will be stored by us in accordance with your Banking 365 terms and conditions.

17.3.2 We will send an email notification to you to the email address you have provided for 365 Online when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on 365 Online. You can opt out of receiving email notifications by editing your preferences on 365 Online. You will be deemed to have received an eStatement once that eStatement is available on 365 Online.

17.3.3 You can at any time choose to be provided with paper documents, statements or transaction receipts by editing your preferences on 365 Online and in accordance with your Banking 365 Terms and Conditions they will issue in paper.

Once your account is eligible for eStatements and is registered to be provided with documents and Account statements in paper form, you will continue to be provided with eStatements for your Account. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires.

18. Identification

18.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:-

18.1.1 Proof of your identity, address and your PPSN or other form of tax number;

18.1.2 How you got the money that you wish to pay into your Account; and

18.1.3 Facts about the person, business or group to whom you wish to pay money from your Account.

18.2 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 or following a period of inactivity on your Account.

18.3 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.

19. Changes to the Terms and Conditions

19.1 We may add to or change the Terms and Conditions at any time. For example we may provide for new transaction charges or change existing ones.

19.2 We will tell you in advance if we add to or change these Terms and Conditions. The type and amount of notice that we will give you will follow the laws and regulations that apply at that time and may be by letter, electronic mail, telephone (including recorded message) or other means of communication we deem appropriate.

19.3 If we change or add to these terms and conditions, you may end this contract and close your Account free of charge but first you must pay us any money you otherwise owe us in connection with your Account.

19.4 If you do not ask us to end this contract under Clause 19.3, you will be deemed to accept the changes which we tell you about under Clause 19.2 on their effective date.

19.5 This clause 19 does not apply to changes in interest rates.

20. Changes to interest rates

20.1 We may change our interest rates up or down at any time. We will tell you of changes in interest rates in a way that complies with law. We will choose the way that we tell you; we can do it by letter, electronic means, telephone (including recorded message) or other means of communication we deem appropriate.

20.2 If a change is to your benefit we may decide to make the change immediately and tell you afterwards.

20.3 This Clause 20 does not apply during a period in which the interest rate is fixed, as set out in the Terms and

Conditions for the Chosen Product, or the Deposit Interest Rates Table.

21. Losses and expenses caused by breaking contract

21.1 If you break the Terms and Conditions, and that causes us, our officers or employees to suffer any loss or have any expense, you will compensate us (or them) in full if we ask you.

22. Joint Accounts

Where the Account is a Joint Account the following apply:

22.1 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.

22.2 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 money out of the Account, asking for communications (including statements) to be provided electronically or on paper or ending services.

22.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form) this will be deemed to be notice to all of the Joint Account Holders.

22.4 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.

22.5 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 be paid to or at the order of any surviving Joint Account holder(s). This clause is (a) subject to compliance with any legal requirements; and (b) is without prejudice to our right of set-off or any other of our rights acquired by law.

23. Reading this document and other matters

23.1 Each of the 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.

23.2 Where there is a conflict between the General Terms and Conditions and the Terms and Conditions for the Chosen Product, the latter will prevail.

23.3 If we do not enforce the rights we have under the 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.

23.4 In the 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 the Terms and Conditions is never limited to these examples.

23.5 We include the headings to clauses in this document to assist you; they do not form part of the legal agreement between you and us.

23.6 When a person performs a transaction on your behalf in relation to your Account, the Terms and Conditions will apply just as if you had performed the transaction yourself. Each reference to "you" should be read as such.

23.7 A reference to a "person" includes a human being, corporation, partnership or organisation.

23.8 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").

23.9 Any reference to "interest" or "interest rate" or "rate of interest" in the Terms and Conditions is a reference to interest that applies to a credit balance in the Account and includes a reference to a positive rate of interest and a rate of interest of 0% per annum (unless the context indicates otherwise).

24. Making a complaint/the Financial Services and Pensions Ombudsman

24.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website (www.bankofireland.com). You can also inform your bank branch or any branch near you about your problem.
You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.)
If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email.
In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

25. Ending this agreement

25.1 You may ask us to close your Account at any time, subject to the Chosen Product Terms and Conditions, by writing to the branch where you opened the Account. If you close the Account before the Chosen Product matures, Clause 25.2 could apply. If you close your Account, (a) we will pay you any balance on your Account; and (b) you will pay us everything you owe us in relation to your Account (for example, any overdrawn balance).

25.2 If you withdraw money from the Account or close it before the Chosen Product matures, there may be a funding loss which we will require you to compensate us for and/or the interest rate may be reduced. See details in the Terms and Conditions for the Chosen Product.

25.3 We may end these Terms and Conditions and close your Account by giving you two month's notice.

25.4 We may close your Account immediately or block any payments from it if:
25.4.1 you die;
25.4.2 you are declared bankrupt or insolvent in Ireland or anywhere else;
25.4.3 if you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise.
25.4.4 you have failed security checks;
25.4.5 we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
25.4.6 we are required to do so by law, regulation or direction from an authority we have a duty to obey;
25.4.7 there is a zero balance on your Account and you have not carried out an account transaction on your Account for a period of 24 months or more; or
25.4.8 you have breached the Terms and Conditions.

25.5 We do not have to notify you beforehand if we close or block your account for any reason listed in Clause 25.4. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 25.4.

25.6 We will tell you how the block on your Account can be removed (if it can be).

25.7 We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

26. Notices

26.1 We may give you notice of anything which concerns the Account:

26.1.1 by sending you a letter by prepaid ordinary post to your address last known to us. If we do, you will be deemed to receive the letter the day after posting; or

26.1.2 in any other way allowed by law.

27. Law & Language

27.1 The Terms and Conditions and any matter arising from your account are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them and your Account.

27.2 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.

27.3 Any references to law (for example, Taxation Law) in these Terms and Conditions are accurate on the print date, and may not reflect later changes in law.

28. Clauses that apply to you if you do not use the Account as a consumer

28.1 Clause 28 and the clauses that follow it do not apply to you if you are a consumer. Clause 28 and the clauses that follow it do apply to you if you use the Account for any non-consumer purpose.

28.2 In Clause 28 and the following clauses:
"consumer" means a human being who does not use the Account for any non-consumer purpose;
"Group" means a "group of companies" as defined in Section 8 of the Companies Act 2014;
"negative interest", "negative rate" and "negative rate of interest" and any expression to similar effect each means a rate of interest that is less than 0% per annum; you pay negative interest to us;
"non-consumer purpose" includes any trade, craft, business, profession, charity, farm, fishery; a purpose of any organisation or society whether it is incorporated or not; a purpose of any office or corporation (including corporation sole); or any purpose of sole trade or partnership.

28.3 **Negative interest**

28.3.1 We may at our discretion apply a negative rate of interest to the Account at a rate or rates that we determine;

28.3.2 If the Terms and Conditions for the Chosen Product set out any negative interest rate or rates, it or they will apply for so long as the Chosen Product Terms and Conditions apply (if such negative interest rate is variable, the General Conditions that allow us change the rate will apply to that rate);

28.3.3 If the Terms and Conditions for the Chosen Product do not set out any negative interest rate or rates, we can change any variable interest rate set out in the Terms and Conditions for the Chosen Product to a negative interest rate at any time at our discretion by sending you notice in a way allowed for in these Terms and Conditions;

28.3.4 The prevailing rate for the Account can be a negative rate. This means, for example, that you may have to pay us prevailing interest at a negative rate when the Terms and Conditions for the Chosen Product end or you breach them;

28.3.5 When we give you details of the applicable interest rate(s) on the Account we will tell you if any rate is a negative rate.

28.4 **About Negative interest**

28.4.1 If negative interest applies to the Account, the effect will be that we will calculate and you will be obliged to pay us negative interest in full and on time. Any amount of negative interest that becomes due by you to us is called a "Negative Interest Amount";

28.4.2 For so long as negative interest applies, the Negative Interest Amount will be due from you on a monthly basis on a date we set.

28.4.3 You permit us to deduct and withdraw any Negative Interest Amount from your Account;

28.4.4 for so long as negative interest applies to your 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 your Account where we reasonably anticipate that a withdrawal will cause a breach of this clause;

28.4.5 If the amount of money standing to the credit of the 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).

28.4.6 You agree to pay us interest on demand on any amount due for payment by you including a Shortfall Amount from the due date of payment until payment in full of the amount at the rate of 4% per annum.

28.4.7 Nothing in the Terms and Conditions about negative interest shall be interpreted to oblige us to pay you interest on any debit balance that may arise in the Account.

28.4.8 When we change our interest rates we may change a positive interest rate to a negative interest rate or vice versa. We may change (a) a negative rate of interest to a rate that is more negative or less negative; and (b) a positive rate to a rate that is more or less positive. We may change a positive or negative interest rate to 0% per annum. (This clause does not apply to any rate that is fixed under the Terms and Conditions for the Chosen Product).

28.4.9 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).

29. PSR- if you are not a Microenterprise

29.1 Notwithstanding any prior agreement, you acknowledge and agree that all notice and information requirements set out in PSR do not apply to the Account. This clause does not apply to you if you are a Microenterprise.

30. Tiered interest rates, groups of companies

30.1 This clause applies if you are a company or incorporated body in a Group. We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to the aggregate of the credit balances of the Account and those on some or all of the other accounts you or members of your Group have with us (whether they are of a similar type or not). (This clause applies in addition to any other clause that provides for tiering in the Terms and Conditions).

Note: The following information is relevant to you if you opened or changed your Account product without face to face contact with us (for example, by phone or internet).

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

About us
The Bank's Registered Office and Head Office is at 40 Mespil Road, Dublin 4. The registered number of Bank of Ireland in the Companies' Office is C-1 and the Bank's VAT number is IE8Y42002P. The Bank is licensed under the Central Bank Act 1971. If you wish to contact the Bank in connection with the Account, please write to the Bank of Ireland branch where you opened the Account.

Our main business
The principal business of the Bank is the provision of retail financial services to customers. This includes taking deposits and lending.

Description of the main characteristics of the financial services with which we are supplying you
We provide deposit accounts. Part 2 contains General Terms and Conditions which govern these deposit accounts and describe how they work. The Terms and Conditions for the Chosen Product you have selected are above; they describe the particular character of that product and are contained in this document.

Your right to cancel
You may cancel the Account under the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 (the "Regulations") within 14 days of the opening of the Account by writing to your Account opening branch. Any credit amount in the Account and interest due at the date of cancellation will be returned to you. If you do not exercise your right to cancellation, the Terms and Conditions that apply to the account continue to apply.

Fees
We do not charge a fee for opening the Account or for allowing you to make cash lodgements, cheque lodgements, or cash withdrawals (we reserve the right to introduce fees in future, for details see the General Terms and Conditions).

DIRT
We deduct Deposit Interest Retention Tax at source on any interest we pay customers unless you are exempt from this under Taxation law and fulfil all of the required conditions. For more details, see the General Terms and Conditions. The government sets the rate of this tax. The rate of DIRT in force on the date of interest payment, applies to all interest paid on that date.

Payment and performance
We pay interest and (in general) either add it to your Account or pay it to another Bank of Ireland account in your name.

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

Early Termination
We may end the agreement by giving you two months' notice. We may end the agreement if you break the terms and conditions which apply to the Account or if certain things happen, for example, if you die, become bankrupt, or we are required to close the account by law. The General Terms and Conditions include further detail on this.

Governing law and language
The Account will be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the Account. The English language will be used for the purpose of interpreting the terms and conditions of the Account and for all communication in connection with the Account.

Making a complaint
We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website bankofireland.com/help-centre/customer-complaints-process. You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.)

If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email.

In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

This information is valid on the date of publication 22 February 2019.