

# Nominating a Trusted Contact Person, explained

These explanatory notes are for information only. These notes are not legal advice. Page 1 & 2 can be kept for your own reference and do not need to be returned if you are completing the form manually (page 3 & 4 must be returned).

If you are completing the form digitally you will have digital access to these pages.

## About this form

Complete this form if you want to nominate someone you trust as a Trusted Contact Person. You have a right to nominate a Trusted Contact Person under the Consumer Protection Code.

## What is a Trusted Contact Person?

A Trusted Contact Person is someone that we can contact if we cannot communicate with or contact you. A Trusted Contact Person is also a point of contact if we are concerned about your health or well-being, or that you are the victim of financial abuse, such as fraud.

A Trusted Contact Person can help you communicate with us. They can help us make sure your contact information is correct and up to date.

A Trusted Contact Person should be someone you trust. Like a close family member or friend.

A Trusted Contact Person cannot:

- access your accounts, complete payments, or make decisions for you,
- give us an instruction to pay money or take other actions on your behalf,
- be your legal representative.

If you wish to appoint someone to access or give instructions on your account, for example by giving someone a power of attorney, we strongly recommend you get independent legal advice.

## When can we contact a Trusted Contact Person?

Under the Consumer Protection Code, if you appoint a Trusted Contact Person, we can contact them if:

- we have a concern you could be the victim of financial abuse for example, fraud or misuse of your money,
- we need to confirm
  - your up-to-date contact information,
  - your health status, or
  - (if this applies to you) the identity of anyone appointed to be your legal guardian, executor or trustee, or
- we are having difficulties communicating with you, for example, because you become ill or because the contact details we have for you are out of date.

## What information can we discuss with a Trusted Contact Person?

We can only share information about you with the Trusted Contact Person for purposes set out in the Consumer Protection Code (set out above).

If we contact a Trusted Contact Person, we may need to discuss confidential information about you with them. This could include information about your health, unusual/concerning account transactions and other personal circumstances. If you did not appoint a Trusted Contact Person, data protection law and our duty of confidentiality to you as a bank, prevents us from discussing such matters with anyone but you (without your permission).

## How this form works in Bank of Ireland Group

This form is for customers of:

- **Bank of Ireland** (this includes **Bank of Ireland trading as Bank of Ireland Finance**)
- **Bank of Ireland Mortgage Bank Unlimited Company**, and
- **Bank of Ireland Insurance Services Limited**.

This form will not work if you are a customer of any other member of the Bank of Ireland Group. This means we will not share this form and the request to appoint a Trusted Contact Person with any other company in the Bank of Ireland Group. Other companies in the Bank of Ireland Group have their own forms if you wish to have a Trusted Contact Person with them. This form only works for financial services and products we provide you as a personal consumer. Under the Consumer Protection Code, you are a personal consumer if you are a natural person (a human and not, for example, a company) acting outside your business, trade, or profession.

The appointment of a Trusted Contact Person is only for customers who are personal consumers in the Republic of Ireland.

### **If you have any business accounts or products with us, we cannot use this form to contact a Trusted Contact Person about them.**

Under the Consumer Protection Code, this form will not work if we become aware that you have an appointment for one of the following already in effect:

- A decision-making representative
- An attorney under an enduring power of attorney
- A decision-making assistant
- A co-decision maker

The person you propose as Trusted Contact Person must agree to become one. They must also sign this form.

### **Before you and your Trusted Contact Person sign and return this form**

Before you and your Trusted Contact Person sign this form, you should think about it carefully. Is nominating a Trusted Contact Person a good choice for you? If you feel you need independent advice, please contact your solicitor or financial adviser. We cannot offer you legal advice about nominating a Trusted Contact Person.

We need you and your chosen Trusted Contact Person to complete all sections of this form before we can process your request.

### **Where to send the completed form**

You can print the form, or get a copy from your branch, and fill it in by hand. You can then return it to us, by either visiting your branch or posting it to **Extra Help Team, Bank of Ireland, PO Box 13891, Dublin 18**.

### **What happens after you send us the completed form**

When we receive the completed form, you will get a call from Bank of Ireland to confirm your details and your request to add a Trusted Contact Person. The Trusted Contact Person will not be in place, until we confirm your details and your request. If you need to contact us in relation to your request you can call us on **+353 15689750**, customers inside ROI will dial **01-5689750**.



## 4 } TERMS AND CONDITIONS

### 4.1. Customer Consent

By signing this form, you:

- 4.1.1. Consent to us keeping and using your information for the purpose of contacting a Trusted Contact Person as allowed for under the Consumer Protection Code.
- 4.1.2. Consent to us contacting the Trusted Contact Person and discussing confidential information about you in any of the following circumstances:
  - a) we have a concern about possible financial abuse affecting you,
  - b) we need to confirm:
    - i. your contact information,
    - ii. your health status, or
    - iii. the identity of anyone appointed to be your legal guardian, executor or trustee or
  - c) we are having difficulties communicating with you, for example because of difficulties with your physical or mental health, because you are travelling or because we do not have up-to-date contact details for you.
- 4.1.3. You have the right to withdraw this consent at any time by contacting us on +353 15689750 (customers inside ROI will dial 01 5689750). If you withdraw your consent the appointment of the Trusted Contact Person will end.

### 4.2. Customer's Confirmation

By signing this form, you:

- 4.2.1. Confirm that all the information given by you in this form is true, accurate and up to date and you acknowledge we are relying on it.
- 4.2.2. Agree that:
  - a) either you or the Trusted Contact Person may notify us of a change to the contact information provided,
  - b) only you can change your contact information,
  - c) if any of the customer's contact information is changed, the confirmations and consents in this form will continue to apply and we will not ask for a new form to be completed,
  - d) if the Trusted Contact Person's contact information is changed a new form is required.
- 4.2.3. Confirm that you understand that the Trusted Contact Person is not your legal representative and has no authority to give us any instruction on your behalf.
- 4.2.4. Confirm that you understand that we are not required to contact the Trusted Contact Person (we make no promise to do so), and we will contact them at our discretion.
- 4.2.5. Confirm that you do not have an appointment of one of the following already in effect:
  - a) A decision-making representative
  - b) An attorney under an enduring power of attorney
  - c) A decision-making assistant
  - d) A co-decision maker.

### 4.3. Trusted Contact Person's Consent

By signing this form, the Trusted Contact Person:

- 4.3.1. Consents (gives us permission) to:
  - a) Retain their name and contact information for the purposes set out in this form.
  - b) Contact them in any of the circumstances set out in this form.
  - c) Discuss the matters about the customer with them which are mentioned in this form.
  - d) Notify the customer if they tell us that they no longer agree to their appointment as a Trusted Contact Person.
- 4.3.2. You have the right to withdraw this consent at any time by contacting us at +353 15689750 (customers inside ROI will dial 01 5689750). If you withdraw this consent the appointment of the Trusted Contact Person will end.

### 4.4. Trusted Contact Person's Confirmation

By signing this form, the Trusted Contact Person:

- 4.4.1. Confirms they have read "Nominating a Trusted Contact Person, explained" and the rest of this form.
- 4.4.2. Agrees that:
  - a) either the customer or the Trusted Contact Person may notify us of a change to the Trusted Contact Person's contact information,
  - b) if any of the Trusted Contact Person's contact information is changed we will need a new form to be completed.

### 4.5. Governing Law and Jurisdiction

- 4.5.1. This form is governed by Irish law.

### 4.6. Signatures / Electronic Signatures

- 4.6.1. If you sign this form electronically, the law that allows for electronic signatures will apply.

## 5 } READING THIS FORM

In this form:

- 5.1.1. "customer", "you", and "your" refers to the customer who signs this form.
- 5.1.2. "we", "us", "our" refers to Bank of Ireland (including Bank of Ireland trading as Bank of Ireland Finance), Bank of Ireland Mortgage Bank u.c. and Bank of Ireland Insurance Services Limited.
- 5.1.3. "Trusted Contact Person" refers to the person who signs this form as Trusted Contact Person.
- 5.1.4. "Consumer Protection Code" means Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Consumer Protection) Regulations 2025 (S.I. No. 81 of 2025) as may be amended or replaced from time to time.
- 5.1.5. Any expression in the plural includes a reference to the singular.
- 5.1.6. Where a clause gives an example of something, that is to assist those who use this form, and it does not limit the meaning of the clause.
- 5.1.7. Headings and the notes in the form and in "Nominating a Trusted Contact Person, explained" do not form part of any agreement between you and us or affect the meaning of any clause in this form.

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

Bank of Ireland Mortgage Bank u.c. trading as Bank of Ireland Mortgages is regulated by the Central Bank of Ireland.

Bank of Ireland trading as Bank of Ireland Finance is regulated by the Central Bank of Ireland.

Bank of Ireland Insurance Services Limited trading as Bank of Ireland Insurance and Bank of Ireland Insurance Services is regulated by the Central Bank of Ireland.

Bank of Ireland Group plc is a public limited company incorporated in Ireland, with its registered office at 2 College Green, Dublin, D02 VR66 and registered number 593672