

# Euro Deposit Accounts

Terms and Conditions



**Bank of  
Ireland**

<b>Euro Deposit Accounts</b>	<b>Page Number</b>
Introduction	2
<b>Deposit Accounts Terms and Conditions</b>	
<b>Part 1: Terms and Conditions for the Chosen Product;</b>	
<b>Demand</b>	
▶ Instant Access Demand Account	4
▶ Business Instant Access Demand Account	9
<b>Regular Saver</b>	
▶ Regular Saver Issue K Account	15
▶ Regular Saver Extra Issue K Account	17
<b>Notice</b>	
▶ 35 Day Set Notice Issue K Account	19
▶ 31 Day Notice Issue K Account	21
<b>Fixed Term</b>	
▶ Advantage Fixed Rate Deposit Issue K Account	23
Includes;	
Advantage Issue K (1 Month)	
Advantage Issue K (3 Month)	
Advantage Issue K (6 Month)	
Advantage Issue K (9 Month)	
Advantage Issue K (12 Month)	
Advantage Extra Issue K (12 Month)	
Advantage Issue K 25% Access (12 Month)	
Advantage Issue K (14 Month)	
Advantage Issue K (18 Month)	
Advantage Issue K (36 Month)	
Advantage Issue K (48 Month)	
▶ Interest Upfront Issue K Account (12 Month)	25
▶ Instant Interest Issue K Account (15 Month)	26
▶ Platinum Fixed Term Deposit Issue K Account	28
Includes;	
Platinum Issue K (12 Month)	
Platinum Issue K (6 Month)	
Platinum Issue K (Corporate)	
<b>Part 2: General Terms and Conditions for Deposit Accounts</b>	30
<b>Other contract document</b>	
Deposit Guarantee Scheme- Depositor information sheet	49

## Introduction:

These are the Terms and Conditions that apply to the Chosen Products listed in the index on page 1 of this document. They are in two parts:

**Part 1.** Terms and Conditions for the Chosen Product. There are different Terms and Conditions for the Chosen Product for each deposit account product listed in the index so you can pick any that you own;

and

**Part 2.** General Terms and Conditions for Deposit Accounts. These apply to all our deposit products.

The Terms and Conditions for the Chosen Product in Part 1 cannot be understood without the General Terms and Conditions in Part 2. Please make sure you have read and understood (a) the pages in Part 1 that are about your deposit account product; and (b) Part 2.

## Words and phrases

There are words and phrases in the Terms and Conditions for the Chosen Product that are defined in the General Terms & Conditions. They have the same meaning when used in the Terms & Conditions for the Chosen Product.

**KBC Bank Ireland DAC (“KBC”) will transfer legal ownership of your deposit(s) to us on 3 February 2023 (the “legal transfer date”). We will move your deposit(s) onto our systems on a date no earlier than 17 February 2023 (the “service transfer date”). On the service transfer date the Terms and Conditions for the Chosen Product in Part 1 and the General Terms and Conditions in Part 2 will (a) take effect and apply to your deposit account(s); and (b) replace KBC’s terms and conditions. When we refer to the legal transfer date or service transfer date in the Terms and Conditions for the Chosen Product, they will have the meaning set out in this document. We will write to you to confirm the service transfer date once it has occurred.**

**Shortly after the service transfer date, we will contact<sup>1</sup> you (a) to confirm the interest rate on your account; and (b) to give you your new BOI account number; and (c) to give you any other information you may need.**

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<sup>1</sup>When we say we will contact you, we will write you a letter or sometimes send you an email with a pdf. We may also send information to you by SMS.

# Instant Access Demand Account

## Part 1: Terms and Conditions for the Chosen Product: Instant Access Demand Account.

### 1 Opening the Account

- 1.1 If you hold one of the following KBC Bank Ireland plc (“KBC”) deposits; Standard Demand Deposit Account, Smart Access Demand Account, Smart Move Online Demand Account or Standard Demand - Negotiable Account, it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will re- name it as an Instant Access Demand Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it.
- 1.2 You may only pay personal funds into the Instant Access Demand Account. For example, you cannot use it for your business or for charity, club or other organisation.
- 1.3 You cannot use the Instant Access Demand Account to process day to day payment transactions (we have designed our Personal Current Account to process those). We reserve the right not to allow you use the Account to process such day to day transactions.
- 1.4 We may in future limit the number of Instant Access Demand Accounts you have with us at any time to (a) two; or (b) a number more than two. We reserve the right not to open a new Instant Access Demand Account with us in future if it would be over a limit set by us. Each of these will count as one Instant Access Demand Account of yours:
  - (a) One in your sole name;
  - (b) One that is in the joint names of you and another person or number of other persons.

### 2. Limits on the money you can deposit

- 2.1 You can have no less than €1 in the Instant Access Demand Account and it cannot be overdrawn.
- 2.2 We may notify you at any time that the amount of money you can have in the Account at any time is limited to a maximum amount (the “Cap”). We have the right to choose a Cap and change it up or down at any time. Once the notice about a Cap takes effect the amount of money in the Account at any time must not be more than the Cap. If you place more money in the Account than is allowed by a Cap, we will have the right to (a) close the Account; or (b) return enough money to bring the amount of money in the Account down to the amount of the Cap.
- 2.3 We have the right (a) to refuse to accept the deposit of a further amount on the Account; and (b) to notify you at any time with immediate effect that we will not accept (i) any further deposit or (ii) any deposit which will cause the money you have on deposit in the Account with us to exceed the Cap or the total of the money you have on deposit in accounts with us of whatever nature to exceed the Cap.

- 2.4 We will use the rules set out in the General Terms and Conditions when calculating the total amount you have on deposit with us.

### **3. Paying money in and taking money out**

- 3.1 You can pay money into the Instant Access Demand Account by a transfer from your Bank of Ireland Personal Current Account using 365 Online or Phone Banking. You can also pay money in at any of our Bank of Ireland branches. However, cash lodgements are not available in all branches. To get more information on the services provided in your local branch, visit our website [bankofireland.com](http://bankofireland.com). You can use these branch services if you don't have a Bank of Ireland Personal Current Account, or you do have a Bank of Ireland Personal Current Account and are not registered for 365 Online or Phone Banking.
- 3.2 You can take money out of the Instant Access Demand Account at any time by a transfer to your Bank of Ireland Personal Current Account, using 365 Online or Phone Banking. You can also take money out of your Account at any of our Bank of Ireland branches. However, cash withdrawals are not available in all branches. To get more information on the services provided in your local branch, visit our website [bankofireland.com](http://bankofireland.com). You can use these branch services if you don't have a Bank of Ireland Personal Current Account, or you do have a Bank of Ireland Personal Current Account and are not registered for 365 Online or Phone Banking. You cannot take money from the Account by other means, for example standing order, direct debit, or by using an ATM card.
- 3.3 We have the right to refuse to allow you to pay cash in certain denominations (for example coins) in to the Account.

### **4. Lodgement Machines**

- 4.1 You can lodge certain paper payments (for example cheques) and banknotes (or a mixture of these) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.
- 4.2 If you use a lodgement machine to lodge paper payments such as a cheque lodgement (other than cash) 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.
- 4.3 If we find a suspected counterfeit banknote in an express 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.
- 4.4 If any express lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments we may make an appropriate correcting entry and we do not have to contact you to tell you beforehand.

- 4.5 We may limit the amount of cash you can lodge using an express lodgement. These limits will be shown on notices in our branches and may vary from time to time.
- 4.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the paper payments lodged until we have processed them.
- 4.7 If we find a difference between the value of the paper payments (for example, cheque lodgements) you have inserted in a lodgement machine and the value you have confirmed while using it, you permit us to correct the value of the lodgement and you accept the correction (but not where it is clear we made a mistake).
- 4.8 You agree to accept the testimony of any employee of ours who processed a lodgement, as to how much he or she found in a lodgement machine (but not where it is clear that we or our employee made a mistake).

## 5. **Paying in money 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 one there).

"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.

- 5.1 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:
  - 5.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 5.1.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.
- 5.2 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
- 5.3 The terms and conditions that concern the use by you of your 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.

5.4 The following terms and conditions apply if you get services at a Services Outlet:

5.4.1 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).
- (iv) **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).

5.4.2 Up-dating the balance on your Account.

- (i) 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).
- (ii) 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.

5.5 Services Outlet opening times, closures and outages.

- 5.5.1 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.

- 5.5.2 We will not be responsible for any loss or inconvenience you suffer because:
- (a) a Services Outlet is closed before a cut-off time or other time when you 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.

5.6 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 refer to Clause 25 of the Part 2 General Terms and Conditions for further information on how to raise a query or make a complaint.

- 5.7 About An Post: For your reference 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 [www.anpost.com/Help-Support/Contact-Us](http://www.anpost.com/Help-Support/Contact-Us)

## 6. Interest Rate

- 6.1 The rate of interest that applies to the Account is variable and may be (i) positive (when we pay interest to you); (ii) 0% per annum (when we pay you no interest); or (iii) negative (when you pay interest to us).
- 6.2 All interest rates are quoted based on a 365 Day calendar year. Positive Interest is subject to DIRT at the prevailing rate.
- 6.3 Where a negative rate of interest is to apply to the account, we will notify you in advance in writing of the negative rate and the effective date from which it will apply.
- 6.4 Any negative rate of interest will be a Variable Rate. This means we may vary it at any time in accordance with the General Terms and Conditions by giving you notice in any of the ways they provide for.

## 7. How is interest paid to or from my Account?

- 7.1 We pay you positive interest annually, typically in March.
- 7.2 For so long as negative interest applies to the Account, negative interest will be due from you to us each month on a date set by us.

## 8. Not a term Account

- 8.1 The Account is not a term account. Accordingly, the General Terms and Conditions that provide for a term or for the end of these Terms and Conditions for the Chosen Product do not apply.



# Business Instant Access Demand Account

## Part 1: Terms and Conditions for the Chosen Product:

### Business Instant Access Demand Account.

#### 1. Opening the Account

- 1.1 If you hold one of the following KBC Bank Ireland plc ("KBC") deposits; Corporate Deposit Demand Account; Business Smart Access Demand Account or Business Standard Demand Account, it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will re-name it as an Instant Access Demand Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it.
- 1.2 You can only pay money connected to your trade, business or profession into the Business Instant Access Demand Account. For example, you cannot use it for your personal savings.
- 1.3 You cannot use the Business Instant Access Demand Account to process day to day business or trade payments and outgoings (we have designed our Business Current Account to process those). We reserve the right not to allow you use the Account to process such day to day transactions.
- 1.4 We may in future limit the number of Business Instant Access Demand Accounts you have with us at any time to (a) two; or (b) a number more than two. We reserve the right not to open a new Business Instant Access Demand Account with us in future if it would be over a limit set by us. Each of these will count as one Business Instant Access Demand Account of yours:
  - (a) one in your sole name (for example as sole trader or sole practitioner);
  - (b) one that is in the joint names of you and another person or number of other persons (for example as a partnership).

#### 2. Limits on the money you can deposit

- 2.1 You can have no less than €1 in the Business Instant Access Demand Account and it cannot be overdrawn.
- 2.2 We may notify you at any time that the amount of money you can have in the Account at any time is limited to a maximum amount (the "Cap"). We have the right to choose a Cap and change it up or down at any time. Once the notice about a Cap takes effect the amount of money in the Account at any time must not be more than the Cap. If you place more money in the Account than is allowed by a Cap, we will have the right to (a) close the Account; or (b) return enough money to bring the amount of money in the Account down to the amount of the Cap.
- 2.3. We have the right (a) to refuse to accept the deposit of a further amount on the Account; and (b) to notify you at any time with immediate effect that we will not accept (i) any further depositor (ii) any deposit which will cause the money you have on deposit in the Account with us to exceed the Cap or total of the money you have on deposit in accounts with us of whatever nature to exceed the Cap.
- 2.4 We will use the rules set out in the General Terms and Conditions when calculating the total amount you have on deposit with us.

### **3. Paying money in and taking money out**

- 3.1 We have the right to refuse to allow you to pay cash in certain denominations (for example coins) in to the Account.
- 3.2 You can pay money into the Business Instant Access Demand Account by a transfer from your Bank of Ireland Business Current Account using either Business Online (BOL) or 365 Online & Phone Banking. You can also pay money in at any of our Bank of Ireland branches. However, cash lodgements are not available in all branches. To get more information on the services provided in your local branch, visit our website [bankofireland.com](http://bankofireland.com). You can use these branch services if you don't have a Bank of Ireland Business Current Account, or you do have a Bank of Ireland Business Current Account and are not registered for Business Online (BOL) or 365 Online & Phone Banking.
- 3.3 You can take money out of the Business Instant Access Demand Account by a transfer to your Bank of Ireland Business Current Account, using either Business Online (BOL) or 365 Online & Phone Banking. You can also take money out of your Account at any of our Bank of Ireland branches. However, cash withdrawals are not available in all branches. To get more information on the services provided in your local branch, visit our website [bankofireland.com](http://bankofireland.com). You can use these branch services if you don't have a Bank of Ireland Business Current Account, or you do have a Bank of Ireland Business Current Account and are not registered for Business Online (BOL) or 365 Online and Phone Banking. You cannot take money from the Account by standing order, direct debit, or by using an ATM card.

### **4. Interest Rate**

- 4.1 The rate of interest that applies to the Account is variable and may be (i) positive (when we pay interest to you); (ii) 0% per annum (when we pay you no interest); or (iii) negative (when you pay interest to us).
- 4.2 All interest rates are quoted based on a 365 Day calendar year. Positive Interest is subject to DIRT at the prevailing rate.
- 4.3 Where a negative rate of interest is to apply to the account, we will notify you in advance in writing of the negative rate and the effective date from which it will apply.
- 4.4 The negative rate of interest will always be a variable rate and we may vary it in accordance with the General Terms and Conditions by giving you notice in any of the ways they provide for.

### **5. How is interest paid on the Account?**

- 5.1 We pay you positive interest annually, typically in March.
- 5.2 We can pay positive interest to incorporated bodies without deducting DIRT, once you complete all necessary revenue documents and have provided them to us.
- 5.3 For so long as negative interest applies to the Account, negative interest will be due from you to us each month on a date set by us.

## 6. Partnerships

- 6.1 If the Business Instant Access Demand Account is in the name of a partnership (or is otherwise in joint names) and a partner or someone who is one of you dies, the money in the Account will be held for and payable to the surviving partners or those of you who have survived.

## 7. Lodgement Machines

- 7.1 You can lodge certain payments including paper payments (for example, cheques) and banknotes (or a mixture of these) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.
- 7.2. If you use a lodgement machine to lodge paper payments such as a cheque lodgement (other than cash), 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.
- 7.3 If we find a suspected counterfeit banknote in an express 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.
- 7.4 If any express lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments we May make an appropriate correcting entry and we do not have to contact you to tell you beforehand.
- 7.5 We may limit the amount of cash you can lodge using an express lodgement. These limits will be shown on notices in our branches and may vary from time to time.
- 7.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the paper payments lodged until we have processed them.
- 7.7 If we find a difference between the value of the paper payments (for example, cheque lodgements) you have inserted in a lodgement machine and the value you have confirmed while using it, you permit us to correct the value of the lodgement and you accept the correction (but not where it is clear we made a mistake).
- 7.8 You agree to accept the testimony of any employee of ours who processed a lodgement, as to how much he or she found in a lodgement machine (but not where it is clear that we or our employee made a mistake).

## 8. Paying in money 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).

“Services Agent” refers to a company that enters an agreement to provide the 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.

- 8.1 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:
  - 8.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 8.1.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.
- 8.2 Fees and Charges, terms and conditions
  - 8.2.1 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
  - 8.2.2 If we charge a fee or charge for a service in a Services Outlet it will never be more than the fee or charge for that service in our branches. That includes, for example, the fees for paper and staff assisted transactions. Please see our Schedule of Fees and charges for business customers for details of our fees and charges. Any reference in that Schedule to a staff assisted transaction includes the staff of a Services Agent where the transaction is an Agency Service.
  - 8.2.3 The terms and conditions that concern the use by you of your 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.
- 8.3 The following terms and conditions apply if you get services at a Services Outlet:
  - 8.3.1 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)
  - (iv) ***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).
- 8.3.2 Up-dating the balance on your Account.
- (i) 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).
  - (ii) 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.
- 8.4 Services Outlet opening times, closures and outages.
- 8.4.1 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.
- 8.4.2 We will not be responsible for any loss or inconvenience you suffer because
- (a) a Services Outlet is closed before a cut-off time or other time when you 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.

- 8.5 Queries and complaints: If you have a query about the services 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 refer to Clause 25 of the Part 2 General Terms and Conditions for further information on how to raise a query or make a complaint.
- 8.6 About An Post: For your reference 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 [www.anpost.com/Help-Support/Contact-Us](http://www.anpost.com/Help-Support/Contact-Us)
- 9. Not a term Account**
- 9.1 The Account is not a term account. Accordingly, the General Terms and Conditions that provide for a term or for the end of these Terms and Conditions for the Chosen Product do not apply.

# Regular Saver Issue K Account

## Part 1: Terms and Conditions for the Chosen Product: Regular Saver Issue K Account

The “Regular Saver Issue K” account is a regular savings account.

### 1. Opening the Account

- 1.1 The Regular Saver Issue K Account is available to you if you have a Regular Saver Account with KBC Bank Ireland plc (“KBC”). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as a Regular Saver Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The Regular Saver Issue K Account is not available to customers in any other way.
- 1.2 If you close your Regular Saver Issue K Account (or it ends for any reason) you cannot open a new Regular Saver Issue K account.
- 1.3 You must set up a monthly Direct Debit to pay money into your Account.

### 2. Paying money in and taking money out

- 2.1 You can only pay personal funds into the Regular Saver Issue K Account. For example, you cannot use it for your business or for a charity, club or other organisation.
- 2.2 Paying money into the Regular Saver Issue K Account:
  - 2.2.1 You can only pay money into the Regular Saver Issue K Account using a monthly direct debit. The minimum and maximum amounts that can save to your Regular Saver Issue K Account by monthly direct debit are set out in the table below.

Interval	Minimum Savings Amount	Maximum Savings Amount
Monthly	€100	€1,000

- 2.2.2 If your monthly direct debit does not work three times in a row, we may cancel your direct debit.
  - 2.2.3 You cannot make lump sum payments to the Regular Saver Issue K Account.
- 2.3 Taking money out
  - 2.3.1 You can take money out of the Regular Saver Issue K Account at any time.
  - 2.3.2 If you are a registered user of Banking 365 you can use either (a) the 365 Phone service or (b) the 365 Online service to request to withdraw money from the Regular Saver Issue K Account. Terms and conditions apply to these services. You can also withdraw money from the Regular Saver Issue K Account at any Bank of Ireland branch.

- 2.3.3. You must bring Photo ID (for example: passport or Irish driver's license) with you to the branch in order to take any money out of the Regular Saver Issue K Account.

### **3. Interest Rate**

- 3.1 We pay you a variable interest rate. We will write to you to confirm the interest rate on the Account.
- 3.2 All interest rates we quote to you are based on a 365 Day calendar year. Interest is subject to DIRT at the prevailing rate.

### **4. How is interest paid to my Account?**

- 4.1 We pay you interest annually, typically in December.
- 4.2 Future interest rates may depend on the amount then in the Regular Saver Extra Issue K Account.



# Regular Saver Extra Issue K Account

## Part 1: Terms and Conditions for the Chosen Product:

### Regular Saver Extra Issue K Account

The “Regular Saver Extra Issue K” account is a regular savings account.

#### 1. Opening the Account

- 1.1 The Regular Saver Extra Issue K Account is available to you if you have an Extra Regular Saver Account with KBC Bank Ireland plc (“KBC”). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as a Regular Saver Extra Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The Regular Saver Extra Issue K Account is not available to customers in any other way.
- 1.2 If you close your Regular Saver Extra Issue K Account (or it ends for any reason) you cannot open a new Regular Saver Extra Issue K account.
- 1.3 You must set up a monthly Direct Debit to pay money into your Account.

#### 2. Paying money in and taking money out

- 2.1 You can only pay personal funds into the Regular Saver Extra Issue K Account. For example, you cannot use it for your business or for a charity, club or other organisation.
- 2.2 Paying money into the Regular Saver Extra Issue K Account:
  - 2.2.1 You can only pay money into the Regular Saver Extra Issue K Account using a monthly direct debit. The minimum and maximum amounts that you can save to your Regular Saver Extra Issue K Account by monthly direct debit are set out in the table below.

Interval	Minimum Savings Amount	Maximum Savings Amount
Monthly	€100	€1,000

- 2.2.2 If your monthly direct debit does not work three times in a row, we may cancel your direct debit.
  - 2.2.3 You cannot make lump sum payments to the Regular Saver Extra Issue K Account.
- 2.3 Taking money out
  - 2.3.1 You can take money out of the Regular Saver Extra Issue K Account at any time.
  - 2.3.2 If you are a registered user of Banking 365 you can use either(a) the 365 Phone service or (b) the 365 Online service to request to withdraw money from the Regular Saver Extra Issue K Account. Terms and conditions apply to these services. You can also withdraw money from the Regular Saver Extra Issue K Account at any Bank of Ireland branch.

2.3.3 You must bring Photo ID (for example: passport or Irish driver's license) with you to the branch in order to take any money out of the Regular Saver Extra Issue K Account.

### **3. Interest Rate**

- 3.1 We pay you a variable interest rate. We will write to you to confirm the interest rate on the Account.
- 3.2 All interest rates we quote to you are based on a 365 Day calendar year. Interest is subject to DIRT at the prevailing rate.

### **4. How is interest paid to my Account?**

- 4.1 We pay you interest annually, typically in December.
- 4.2 Future interest rates may depend on the amount then in the Regular Saver Extra Issue K Account.

# 35 Day Set Notice Issue K Account

## Part 1: Terms and Conditions for the Chosen Product:

### 35 Day Notice Issue K Account

#### 1. Opening the Account:

- 1.1 The 35 Day Set Notice Issue K Account is available to you if you have a 35 Day Notice Account with KBC Bank Ireland plc ("KBC"). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as a 35 Day Set Notice Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The 35 Day Set Notice Issue K Account is not available to customers in any other way.
- 1.2 If you close your 35 Day Set Notice Issue K Account (or it ends for any reason) you cannot open a new 35 Day Set Notice Issue K Account.
- 1.3 A 35 Day Set Notice Issue K Account is a variable rate account with a notice period of 35 days before you can take money out of the account.

#### 2 Paying Money in and taking Money out

- 2.1 On the legal transfer date we will take the transfer of whatever money is your KBC 35 Day Notice Account. The following clauses 2.2 and 2.3 do not apply to the amount of money transferred from KBC to your 35 Day Set Notice Issue K Account with us on that transfer date.
- 2.2 If the amount on deposit in the 35 Day Set Notice Issue K Account is less than €3,000 or more than €10,000,000, we have the right to terminate the Account.
- 2.3 You can have no more than €10,000,000 (not counting any positive interest we add) in the 35 Day Set Notice Issue K Account, unless we agree otherwise at our discretion. This clause does not affect the operation of the following clause.
- 2.4. You can pay money into the 35 Day Set Notice Issue K Account any number of times as long as you stay within the limits set out in clause 2.3 above.
- 2.5 We may notify you at any time that the amount of money you can have in the Account at any time is limited to a maximum amount (the "Cap"). We have the right to choose a Cap and change it up or down at any time. Once the notice about a Cap takes effect the amount of money in the Account at any time must not be more than the Cap. If you place more money in the Account than is allowed by a Cap, we will have the right to (a) close the Account; or (b) return enough money to bring the amount of money in the Account down to the amount of the Cap.
- 2.6 We have the right (a) to refuse to accept the deposit of a further amount on the Account; and (b) to notify you at any time with immediate effect that we will not accept (i) any further deposit or (ii) any deposit which will cause the money you have on deposit in the Account with us to exceed the Cap or total of the money you have on deposit in accounts with us of whatever nature to exceed the Cap.

- 2.7 You must give 35 days' written notice in paper to us at any Bank of Ireland branch in order to take money out of your 35 Day Notice Issue K Account. We do not have to accept any other method of notice unless you and we agree to that in writing. If you and we do agree to another method of notice (or we indicate to you in writing that we will accept another method of notice) then you authorise us to obey your notice if it is given by that other method.
- 2.8 If the notice period to take money out expires on a non-banking day, your money will be available on the next Banking Day.
- 2.9 In your notice to take money out of the 35 Day Notice Issue K Account, you can ask us to transfer the money to another Bank of Ireland account, which (subject to clause 2.7) we will do on the day after your notice expires, that is on day 36 for a 35 Day Notice Issue K Account.

### **3. Interest Rate**

- 3.1 The rate of interest that applies to the Account is a variable rate and we may vary it in accordance with the General Terms and Conditions by giving you notice in any of the ways they provide for. The rate may be (i) positive (when we pay interest to you); (ii) 0% per annum (when we pay you no interest); or (iii) negative (when you pay interest to us).
- 3.2 All interest rates are quoted based on a 365 Day calendar year. Positive Interest is subject to DIRT at the prevailing rate.
- 3.3 We will write to you to confirm the interest rate on the Account.

### **4. How is interest paid on my Account?**

- 4.1 We pay you positive interest annually, typically in December.
- 4.2 Positive interest is paid to the Account.
- 4.3 For so long as negative interest applies to the Account or part of it, negative interest will be due from you to us on a monthly basis. We will deduct a negative interest amount from the Account when it becomes due.

# 31 Day Notice Issue K Account

## Part 1: Terms and Conditions for the Chosen Product:

### 31 Day Notice Issue K Account

#### 1. Opening the Account:

- 1.1 The 31 Day Notice Issue K Account is available to you if you have a Corporate Deposit Notice Account with KBC Bank Ireland plc ("KBC"). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as a 31 Day Notice Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The 31 Day Notice Issue K Account is not available to customers in any other way.
- 1.2 If you close your 31 Day Notice Issue K Account (or it ends for any reason) you cannot open a new 31 Day Set Notice Issue K Account.
- 1.3 A 31 Day Notice Issue K Account is a variable rate account with a notice period of 31 days before you can take money out of the Account.

#### 2. Paying Money in and taking Money out

- 2.1 On the legal transfer date we will take the transfer of whatever money is in your KBC Corporate Deposit Notice Account. The following clauses 2.2 and 2.3 do not apply to the amount of money transferred from KBC to your 31 Day Notice Issue K Account with us on that transfer date.
- 2.2 If the amount on deposit in the 31 Day Notice Issue K Account is less than €1,000,000 or more than €20,000,000, we have the right to terminate the Account.
- 2.3 You can have no more than €20,000,000 (not counting any positive interest we add) in the 31 Day Notice Issue K Account, unless we agree otherwise at our discretion. This clause does not affect the operation of the following clause.
- 2.4. You can pay money into the 31 Day Notice Issue K Account any number of times as long as you stay within the limits set out in clause 2.3 above.
- 2.5 We may notify you at any time that the amount of money you can have in the Account at any time is limited to a maximum amount (the "Cap"). We have the right to choose a Cap and change it up or down at any time. Once the notice about a Cap takes effect the amount of money in the Account at any time must not be more than the Cap. If you place more money in the Account than is allowed by a Cap, we will have the right to (a) close the Account; or (b) return enough money to bring the amount of money in the Account down to the amount of the Cap.
- 2.6 We have the right (a) to refuse to accept the deposit of a further amount on the Account; and (b) to notify you at any time with immediate effect that we will not accept (i) any further deposit or (ii) any deposit which will cause the money you have on deposit in the Account with us to exceed the Cap or total of the money you have on deposit in accounts with us of whatever nature to exceed the Cap or (iii) (if you are a company) any deposit which will cause the credit balance on the Account to exceed a certain amount or the aggregate of the credit

balances on the Account and the credit balances of all of the other accounts (of whatever nature) you or your group of companies have with the Bank to exceed a certain amount (where “group of companies” has the meaning given in the Companies Act 2014).

- 2.7 You must give 31 days’ written notice in paper to us at any Bank of Ireland branch in order to take money out of your 31 Day Notice Issue K Account. We do not have to accept any other method of notice unless you and we agree to that in writing. If you and we do agree to another method of notice (or we indicate to you in writing that we will accept another method of notice) then you authorise us to obey your notice if it is given by that other method.
- 2.8 If the notice period to take money out expires on a non-banking day, your money will be available on the next Banking Day.
- 2.9 In your notice to take money out of the 31 Day Notice Issue K Account, you can ask us to transfer the money to another Bank of Ireland account, which (subject to clause 2.7) we will do on the day after your notice expires, that is on day 32 for a 31 Day Notice Issue K Account.

### **3. Interest Rate**

- 3.1 The rate of interest that applies to the Account is a variable rate and we may vary it in accordance with the General Terms and Conditions by giving you notice in any of the ways they provide for. The rate may be (i) positive (when we pay interest to you); (ii) 0% per annum (when we pay you no interest); or (iii) negative (when you pay interest to us).
- 3.2 All interest rates are quoted based on a 365 Day calendar year. Positive Interest is subject to DIRT at the prevailing rate.
- 3.3 We will write to you to confirm the interest rate on the Account.

### **4. How is interest paid on my Account?**

- 4.1 We pay you positive interest annually, typically in December.
- 4.2 Positive interest is paid to the Account.
- 4.3 For so long as negative interest applies to the Account or part of it, negative interest will be due from you to us on a monthly basis. We will deduct a negative interest amount from the Account when it becomes due.

# Advantage Fixed Rate Deposit Issue K Account

## Part 1: Terms and Conditions for the Chosen Product:

### Advantage Fixed Rate Deposit Issue K Account

#### 1. Opening the Account

- 1.1 The Advantage Fixed Rate Deposit Issue K Account is available to you if you have a Standard Fixed Rate Deposit Account, an Extra 12 Month Fixed Rate Deposit, or a Fixed Term Deposit Account with withdrawal facility, with KBC Bank Ireland plc ("KBC"). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as an Advantage Fixed Rate Deposit Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The Advantage Fixed Rate Deposit Issue K Account is not available to customers in any other way.
- 1.2 The KBC accounts mentioned in clause 1.1 are term accounts which you opened with KBC. This means they have a defined start and end date set by KBC. The Advantage Fixed Rate Deposit Issue K Account will mature (end) on the end date that KBC set when you opened the account with them. However, if the maturity date set by KBC falls on a day that is a non-banking day, we will set it to end on the next following Banking Day.
- 1.3 We will write to you to confirm the maturity date of the Account.
- 1.4 You can only pay personal funds into the Advantage Fixed Rate Deposit Issue K Account, unless we agree otherwise. For example, you cannot use it for your business or for charity, club or other organisation.

#### 2. Paying Money in and taking Money out

- 2.1 On the legal transfer date we will take the transfer of whatever money is your KBC Standard Fixed Rate Deposit Account, Extra 12 Month Fixed Rate Deposit, or Fixed Term Deposit Account with withdrawal facility.
- 2.2 You cannot pay any more money into the Account after the legal transfer date.
- 2.3 Normally, you cannot take any money out of the Account during the term.
- 2.4 **This clause 2.4 applies to you only if you have a KBC Fixed Term Deposit Account with withdrawal facility:** When you opened the account with KBC they agreed to allow you to withdraw (take out) up to 25% of the money you deposited with KBC during the term. We agree to allow you to withdraw up to 25% of the money in the Account that KBC transfers to us on the service transfer date during the rest of the term.

#### 3. Interest Rates

- 3.1 We pay you interest at a rate that is fixed for the term set by KBC when you opened your Account with KBC.
- 3.2 We will write to you to confirm the interest rate on the Account.
- 3.3 All interest rates are quoted based on a 365 Day calendar year; Interest is subject to DIRT at the prevailing rate.

#### **4. How is interest paid to my Account?**

- 4.1 Interest is paid to the Account.
- 4.2 We pay you interest at the rate set by KBC when the account matures (it matures when the term set by KBC ends).
- 4.3 Once the Account matures we apply any further interest at our prevailing rate. Our prevailing rate can be positive (when we pay interest to you); 0% (when we pay no interest); or negative (when you pay interest to us).

#### **5. No Early Termination**

- 5.1 You cannot close the Advantage Fixed Term Deposit Issue K Account before the end of the term (maturity date) set by KBC unless we agree to that in writing.



# Interest Upfront Issue K Account

## Part 1: Terms and Conditions for the Chosen Product:

### Interest Upfront Issue K Account

#### 1. Opening the Account

- 1.1 The Interest Upfront Issue K Account is available to you if you have an Interest Upfront Savings Account with KBC Bank Ireland plc ("KBC"). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as an Interest Upfront Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The Interest Upfront Issue K Account is not available to customers in any other way.
- 1.2 The Interest Upfront Savings Account is a term account which you opened with KBC. This means it has a defined start and end date set by KBC. The Interest Upfront Issue K Account will mature (end) on the end date that KBC set when you opened the Account with them. However if the maturity date set by KBC falls on a day that is a non-banking day, we will set it to end on the next following Banking Day.
- 1.3 We will write to you to confirm the maturity date of the Account.

#### 2. Paying Money in and taking Money out

- 2.1 On the legal transfer date we will take the transfer of whatever money is your KBC Interest Upfront Savings Account.
- 2.2 You cannot pay any more money into the Account after the legal transfer date.
- 2.3 You cannot take any money out of the Account during the term.

#### 3. How is interest paid to my Account?

- 3.1 KBC has already paid interest for the full term to you. We do not pay you any more interest when the Account matures (or at any other time).
- 3.2 We will write to you to confirm the rate on the Account for the remaining term is 0% (but remember KBC has paid you interest for the whole term already).
- 3.3 Once the Account matures we apply any further interest at our prevailing rate. Our prevailing rate can be positive (when we pay interest to you); 0% (when we pay no interest); or negative (when you pay interest to us).

#### 4. No Early Termination

- 4.1 You cannot close the Interest Upfront Issue K Account before the end date (maturity date) set by KBC unless we agree to that in writing.

# Instant Interest Issue K Account

## Part 1: Terms and Conditions for the Chosen Product:

### Instant Interest Issue K Account

#### 1. Opening the Account

- 1.1 The Instant Interest Issue K Account is available to you if you have an Instant Interest Fixed Rate Account with KBC Bank Ireland plc ("KBC"). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as an Instant Interest Issue K Account; and from then on Parts 1 and 2 of this set of Terms and Conditions will apply to it. The Instant Interest Issue K Account is not available to customers in any other way.
- 1.2 The Instant Interest Fixed Rate Account is a term account which you opened with KBC. This means it has a defined start and end date set by KBC. The Instant Interest Issue K Account will mature (end) on the end date that KBC set when you opened the Account with them. However if the maturity date set by KBC falls on a day that is a non-banking day, we will set it to end on the next following Banking Day.
- 1.3 We will write to you to confirm the maturity date of the Account.

#### 2. Paying Money in and taking Money out

- 2.1 On the legal transfer date we will take the transfer of whatever money is your Instant Interest Fixed Rate Account.
- 2.2 You cannot pay any more money into the Account after the legal transfer date.
- 2.3 You cannot take any money out of the Account during the term.

#### 3. Interest Rates

- 3.1 We pay you interest at the rate that was agreed with KBC when you opened the Account.
- 3.2 All interest rates in BOI are quoted based on a 365 Day calendar year;
- 3.3 Interest is subject to DIRT at the prevailing rate.
- 3.4 We will write to you to confirm the interest rate on the Account.

#### 4 How is interest paid to my Account?

- 4.1 Interest is paid to the Account.
- 4.2 We pay you interest at the rate set by KBC when the account matures (it matures when the term set by KBC ends).
- 4.3 You may have interest paid before the end of the term to a BOI current account on request at any BOI branch. You must have a BOI current account to avail of this service.

4.4 Once the Account matures (the term ends), we apply any further interest at our prevailing rate. Our prevailing rate can be positive (when we pay interest to you); 0% (when we pay no interest); or negative (when you pay interest to us). You can choose to have any positive interest paid to the Account or another Bank of Ireland account in your name selected by you.

## **5. No Early Termination**

5.1 You cannot close the Instant Interest Issue K Account before the end date (maturity date) set by KBC unless we agree to that in writing.

# Platinum Fixed Term Deposit Issue K Account

## Part 1: Terms and Conditions for the Chosen Product: Platinum Fixed Term Deposit Issue K Account

### 1. Opening the Account:

- 1.1 The Platinum Fixed Term Deposit Issue K Account is available to you if you have a Business 6 Month Fixed Term Deposit Account, Business 12 Month Fixed Term deposit account or a Corporate Deposit Fixed Term Account with KBC Bank Ireland plc ("KBC"). If you have such a KBC product it will be transferred to us on the legal transfer date; and we will transfer your account to our systems on the service transfer date. On the service transfer date we will rename your account as a Platinum Fixed Term Deposit Issue K Account; and from then on, Parts 1 and 2 of this set of Terms and Conditions will apply to it. The Platinum Fixed Term Deposit Issue K Account is not available to customers in any other way.
- 1.2 The KBC accounts mentioned in clause 1.1 are term accounts which you opened with KBC. This means the account has a defined start and end date set by KBC. The Platinum Fixed Term Deposit Issue K Account will mature (end) on the end date that KBC set when you opened the Account with them. However if the maturity date set by KBC falls on a day that is a non-banking day, we will set it to end on the next following Banking Day.
- 1.3 We will write to you to confirm the maturity date of the Account.

### 2. Paying Money in and taking Money out

- 2.1 On the legal transfer date we will take the transfer of whatever money is your KBC Business 6 Month Fixed Term Deposit Account, Business 12 Month Fixed Term Deposit Account or Corporate Deposit Fixed Term Account.
- 2.2 You cannot pay any more money into the Account after the legal transfer date.
- 2.3 You cannot take any money out of the Account during the term.

### 3. Interest Rate

- 3.1 The interest rate for the Platinum Fixed Term Deposit Issue K Account is a fixed rate that is fixed for the term.
- 3.2 We pay you interest at the rate that was agreed with KBC when you opened the Account (or, if not, we will apply a rate that is more favourable to you). The rate may be (i) positive (when we pay interest to you); (ii) 0% per annum (when we pay you no interest); or (iii) negative (when you pay interest to us).
- 3.3 Once the term for the Platinum Fixed Term Deposit Issue K Account ends we apply interest at our prevailing rate. It can be a positive rate, a negative rate or 0% per annum.
- 3.4 We will write to you to confirm the interest rate on the Account.
- 3.5 All interest rates are quoted based on a 365 Day calendar year; Interest is subject to DIRT at the prevailing rate

#### **4. How is interest paid to my Account?**

- 4.1 Positive interest is paid to the account.
- 4.2 Once the account matures (the term ends), we apply any further interest at our prevailing rate. Our prevailing rate can be positive (when we pay interest to you); 0% (when we pay no interest); or negative (when you pay interest to us).

#### **5. No Early Termination**

- 5.1 You cannot close the Platinum Fixed Term Deposit Issue K Account before the end of the chosen term (maturity date) set by KBC unless we agree to that in writing

## 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 will have the product name shown in the Terms and Conditions for the Chosen Product when the Terms and Conditions take effect (which will be on the service transfer date). 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 own and that will have the name shown in the Terms and Conditions for the Chosen Product and that has the features set out in them when the Terms and Conditions take effect (which will be on the service transfer date);
- 1.9 "Consumer" means a human being who uses the Account or enters the Terms and Conditions for the Chosen Product for purposes other than his or her trade, business or profession;
- 1.10 "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](http://www.bankofireland.com);
- 1.11 "Digital banking" (a) means our present and future online banking services which can be accessed through 365 Online, Business Online, Bank of Ireland Mobile Banking, and services available on [www.bankofireland.com](http://www.bankofireland.com); and (b) includes a reference to 365 Online and/or Business Online, Bank of Ireland Mobile Banking and [www.bankofireland.com](http://www.bankofireland.com); where that makes sense;
- 1.12 "DIRT" means Deposit Interest Retention Tax;
- 1.13 "eStatement" means any document or statement provided or made available in electronic form;
- 1.14 "General Terms and Conditions" means the terms and conditions in this Part 2;
- 1.15 "IBAN" means the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account;
- 1.16 "Ireland" means the Republic of Ireland;
- 1.17 "Joint Account" means an Account opened in more than one name;
- 1.18 "Joint Account Holders" means the persons in whose names a Joint Account is opened;

- 1.19 “negative interest”, “negative rate” and “negative rate of interest” and any similar expression each mean a rate of interest that is less than 0% per annum, such that you pay interest to us;
- 1.20 “Paper payment(s)” (a) means cheques, drafts, postal orders, Government warrants, travellers’ cheques and other payments in paper form; but (b) does not include banknotes and coins;
- 1.21 “positive interest”, “positive rate” and “positive rate of interest” and any similar expression each mean a rate of interest that is more than 0% per annum, such that we pay interest to you;
- 1.22 “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;
- 1.23 “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority;
- 1.24 “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;
- 1.25 “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 [www.bankofireland.com/sanctions](http://www.bankofireland.com/sanctions);
- 1.26 “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;
- 1.27 “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;
- 1.28 “Sort code” means the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland;
- 1.29 “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;

- 1.30 "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;
- 1.31 "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;
- 1.32 "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;
- 1.33 "In writing"/"written" includes an electronic or digital instruction, signature or receipt for example, when such things are used where we offer services digitally;
- 1.34 "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.
- 2.4 You must not use the Account in any way which would breach any Sanction. You must not authorise or knowingly permit any person to use the Account in any way which would breach any Sanction. 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; (c) to take in a payment of money where some or all of it is from a Sanctioned Person or Country; (d) to take in a payment of money where some or all it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or Country; or (e) in a way that indirectly involves anything that is mentioned in the previous examples.

## **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, the Terms and Conditions that allow us change an interest rate apply 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](http://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 or negative rate or is 0% per annum;
  - 7.4.5 Whether tiered interest rates apply to different balances;
- 7.5 DIRT is deducted at the rate set out in tax law, where it applies, to positive interest only.
- 7.6 We (a) quote (b) calculate and (c) apply 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 about tiering 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 about tiering.
- 7.8.4 ***Tiered interest rates, groups of companies.*** 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). In this clause “Group” means a “group of companies” as defined in Section 8 of the Companies Act 2014.

## **8. Negative interest**

- 8.1 We may at our discretion apply a negative rate of interest to the Account at a rate or rates that we determine. 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 that 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 General Terms and Conditions in which case the negative interest will apply from the effective date set out in the notice;
- 8.2 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 Terms and Conditions that allow us to change the rate will apply to that rate);
- 8.3 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 General Terms and Conditions;
- 8.4 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;
- 8.5 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.

## **9. About Negative interest**

- 9.1 If negative interest applies to the Account, the effect will be that we will 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 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".
- 9.2 For so long as negative interest applies, the Negative Interest Amount will be due from you on a monthly basis on a date we determine and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 9.3 You permit us to deduct and withdraw any Negative Interest Amount from your Account and the balance on the Account shall be reduced as a result.
- 9.4 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.
- 9.5 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)
- 9.6 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.
- 9.7 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).

## **10. Accurate instructions**

- 10.1 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.

## **11. BIC, IBAN, Sort Code**

- 11.1 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.
- 11.2 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.
- 11.3 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 or refer to [www.bankofireland.com](http://www.bankofireland.com).
- 11.4 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.
- 11.5 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.

## **12. Incorrect, disputed or unauthorised transactions**

- 12.1 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.
- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 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.

### **13. Account transaction fees**

- 13.1 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.

### **14. DIRT**

- 14.1 By law, we must take DIRT from the positive interest we pay (unless you are exempt from this under Taxation Law and fulfil the required conditions).
- 14.2 The Government sets the rate of DIRT and may change it at any time.
- 14.3 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.
- 14.4 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:-
- 14.4.1 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;
  - 14.4.2 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;
  - 14.4.3 Interest must be paid to the Account or to another account in your name.
  - 14.4.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

## 15. Non-Residents and DIRT

- 15.1 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:-
- 15.1.1 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;
  - 15.1.2 You must give us the completed form within the time limits set out in Taxation Law;
  - 15.1.3 You must keep €6,500 (inclusive of accrued positive interest) or more in the Account at all times; and
  - 15.1.4 Interest must be paid to the Account or to another account in your name.
- 15.2 We will apply DIRT to the positive 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.
- 15.3 We generally write to you if the clause above applies (but we have no liability to you if we do not).
- 15.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

## 16. Term Accounts

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 The term always ends on a Banking Day. If (but for the rest of this Clause) the term would otherwise end on a non-banking day, it will end on the next Banking Day to occur.
- 16.6 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). If we apply a negative interest rate during the term we take it from the Account on the last day of the term. Different arrangements for the payment of interest will apply if the Terms and Conditions for the Chosen Product say so.

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

- 17.1 This Clause 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 (or they will apply to the extent that they differ from what this Clause contains).
- 17.2 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:
- 17.2.1 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;
  - 17.2.2 We will apply interest at the prevailing rate. The prevailing rate can be positive, negative or 0%. 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; and (iii) a negative rate you pay us interest at a negative rate.
  - 17.2.3 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.
  - 17.2.4 You will be able to take money out of the Account without prior notice.



## 18. Account statements

- 18.1 We will provide you with statements for the Account annually; or at an interval you and we agree to. We will always provide you with statements at intervals and with content that complies with any law, regulation or code that applies to the Account. The statements will be provided for free.
- 18.2 We do not have to provide you with an annual statement for the Account if it has a credit balance that is €20 or less.
- 18.3 Once your Account is registered for Digital Banking and eStatements are available for your Account, 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.

## 19. Identification

- 19.1 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:-
- 19.1.1 Proof of your identity, address and your PPSN or other form of tax number;
  - 19.1.2 How you got the money that you wish to pay into your Account; and
  - 19.1.3 Facts about the person, business or group to whom you wish to pay money from your Account.
- 19.2 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.
- 19.3 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.

## **20. Changes to the Terms and Conditions**

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 If we tell you about any change to the Terms and Conditions and you do not ask us to end this contract before the effective date of the change, you will be deemed to accept the change.
- 20.5 This clause does not apply to changes in interest rates, the next clause does instead.

## **21. Changes to interest rates**

- 21.1 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.
- 21.2 If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 21.3 We cannot change interest rates when the interest rate is fixed, as set out in the Terms and Conditions for the Chosen Product, or the Deposit Interest Rates Table.

## **22. Losses and expenses caused by breaking contract**

22.1 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.

## **23. Joint Accounts**

Where the Account is a Joint Account the following applies:

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

## **24. Reading this document and other matters**

- 24.1 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.
- 24.2 Where there is a conflict between the General Terms and Conditions and the Terms and Conditions for the Chosen Product, the latter will prevail.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 A reference to a “person” includes a human being, corporation, partnership or organisation.
- 24.8 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”).
- 24.9 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; a negative rate of interest and a rate of interest of 0% per annum (unless the context indicates otherwise).

## **25. Making a complaint/the Financial Services and Pensions Ombudsman**

- 25.1 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](http://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. If 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.

## 26. Ending this agreement

- 26.1 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, the next clause (which is about broken funding and reduced interest) 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).
- 26.2 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.
- 26.3 We may end these Terms and Conditions and close your Account by giving you two months' notice.
- 26.4 We may close your Account immediately or block any payments from it if:
- 26.4.1 you die;
  - 26.4.2 you are declared bankrupt or insolvent in Ireland or anywhere else;
  - 26.4.3 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;
  - 26.4.4 you have failed security checks;
  - 26.4.5 we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
  - 26.4.6 we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - 26.4.7 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 12 months or more; or
  - 26.4.8 you have breached the Terms and Conditions.
- 26.5 We do not have to notify you beforehand if we close or block your account for any reason listed above. We are not liable to you or anyone else if we close or block your Account for any reason listed above.
- 26.6 We will tell you how the block on your Account can be removed (if it can be).
- 26.7 ***BOI is not liable for disruption beyond our 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.

## **27. Notices**

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

- 27.1.1 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
- 27.1.2 in any other way allowed by law.

## **28. Law & Language**

- 28.1 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.
- 28.2 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.
- 28.3 Any references to law (for example, Taxation Law) in these Terms and Conditions are accurate on the print date or publication, and may not reflect later changes in law.

## 29. Counting the total amount you deposit with us

29.1 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.

29.2 **Counting joint accounts.** When we calculate what money you own in a joint account:

- (a) we can count your share of it; and
- (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 each own half of an account in two joint names; or a third each of an account in three joint names) unless all of the account holders tell us in writing that the shares are not equal.

29.3 **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.



## Deposit Guarantee Scheme

### Depositor Information Sheet

Eligible deposits in The Governor and Company of the Bank of Ireland are protected by:	The Deposit Guarantee Scheme ("DGS")(1)
Limit of protection:	€100,000 per depositor per credit institution(2)
If you have more eligible deposits at the same credit institution:	All your eligible deposits at the same credit institution are 'aggregated' and the total is subject to the limit of €100,000.(2)
If you have a joint account with another person(s):	The limit of €100,000 applies to each depositor separately(3)
Reimbursement period in case of credit institution failure:	10 working days(4)
Currency of reimbursement:	Euro or, for branches of Irish banks operating in another member state of the EEA, the currency of that member state.
To contact The Governor and Company of the Bank of Ireland for enquiries relating to your account:	Bank of Ireland Customer Service 1st Floor, Arena Building Whitestown Way Tallaght Dublin 24 Tel: 0818 365365 Intl: +353 1 404 4000
To contact the DGS for further information on compensation:	Deposit Guarantee Scheme Central Bank of Ireland New Wapping Street North Wall Quay Dublin 1 D01 F7X3 Tel: 01 224 5800 Email: info@depositguarantee.ie
More information:	<a href="http://www.depositguarantee.ie">www.depositguarantee.ie</a>

## Additional Information

### (1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your eligible deposits would be repaid up to €100,000.

### (2) General limit of protection

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum €100,000 per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

This method will also be applied if a credit institution operates under different trademarks. This means that all eligible deposits with one or more of these trademarks are in total covered up to €100,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above €100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- ▶ a. certain transactions relating to the purchase, sale or equity release by the depositor in relation to a private residential property;
- ▶ b. sums paid to the depositor in respect of insurance benefits, personal injuries, disability and incapacity benefits, wrongful conviction, unfair dismissal, redundancy, and retirement benefits;
- ▶ c. the depositor’s marriage, judicial separation, dissolution of civil partnership, and divorce;
- ▶ d. sums paid to the depositor in respect of benefits payable on death; claims for compensation in respect of a person’s death or a legacy or distribution from the estate of a deceased person.

More information can be obtained at [www.depositguarantee.ie](http://www.depositguarantee.ie)

### (3) Limit of protection for joint accounts

In case of joint accounts, the limit of €100,000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purposes of calculating the limit of €100,000.

### (4) Reimbursement

The responsible deposit guarantee scheme is:

**Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3. Tel: 01 2245800 Email: [info@depositguarantee.ie](mailto:info@depositguarantee.ie) Website: [www.depositguarantee.ie](http://www.depositguarantee.ie)**

It will repay your deposits (up to €100,000) within 10 working days from 1 January 2021 until 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within five working days of a request. Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines, you should contact the deposit guarantee scheme.

### Other important information

In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are eligible, the credit institution shall also confirm this on the statement of account.

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