

We are updating our

# Terms and Conditions

We have included the following  
important documents:



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



Current terms  
and conditions



Updated terms and  
conditions effective from  
14 September 2026

Effective from 14 September 2026



**Bank of  
Ireland**

# **A Guide to Upcoming Changes to our Banking Services and Terms and Conditions**

**Effective from 14 September 2026**



# About this guide



At Bank of Ireland, we're taking steps to make your banking easier, faster and more secure. To make that happen, we're introducing some changes to our products and services over the coming months that will improve your banking experience.

**This brochure will explain what those changes are, how our terms and conditions will change accordingly, and when the changes will happen.**

Please take the time to read this brochure carefully. If you're under 18, please discuss this brochure with a parent or guardian.

**Please note:** Your new terms and conditions are available to download from [boi.com/tandcs-updates](https://boi.com/tandcs-updates). You will also find them on the individual product pages of our website and in our branches on request. For deposit products that are no longer for sale, you can request a copy of the updated terms and conditions in our branches. They will be effective from **14 September 2026**.



## **Have questions?**

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

## **Keep your account safe**

We will never call, text or email asking you to share your six-digit passcode, one-time activation codes or your full 365 PIN. We will never ask for your full card details. Do not share them. Remember, we will never ask you to transfer money out of your account to protect yourself from fraud. For more information, visit Security Zone on our website.

## **Need extra help?**

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

## **Something not clear?**

If you're not sure what some of the bank terms we've used mean, search 'A to Z of bank terms' on [boi.com](http://boi.com). You can also ask for a copy of the 'A to Z' over the phone or in a branch.



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

We appreciate that some customers may not want to accept these changes. If this is the case for you, you may choose to close your account or end your service. There is no charge for doing this, as long as you have cleared any overdrawn balances and/or fees due. If you do not notify us before **14 September 2026** when the changes come into effect, we will take this to mean that you have accepted the changes on their effective date.




# 1. Click to Pay



## What is 'Click to Pay'?

Click to Pay is a secure online service coming soon for Visa debit cardholders, that allows you to check out online without manually entering card details each time.

When making a purchase online, you may see the Click to Pay symbol 

This means you can enter your email address or mobile phone number instead of using your Visa debit card details. Once you have entered your email address or phone number you will see any saved Click to Pay cards which you can select to complete your purchase.

When you go to complete your purchase, you may still need to approve the transaction. For most customers, this will mean receiving a notification to open the Bank of Ireland mobile app and then entering a passcode or using biometrics (if enabled) to approve the transaction. Other customers who use a Physical Security Key (PSK) will get a code from that device instead.



## What's changing?

We've updated the terms and conditions for the introduction of Click to Pay, as follows:

- ▶ We have included a **new definition for "Click to Pay"**. It explains that Click to Pay is a secure way to use a card online with participating retailers and businesses.
- ▶ We have either **updated or included the definitions of "Card", "Debit Card", "Digital Card" and "Digital Debit Card"** to clarify that they include cards registered for Click to Pay. The terms and conditions that apply to cards and digital cards also apply to cards registered for Click to Pay.
- ▶ We have **updated our debit card terms and conditions to add a new section for Click to Pay**. It explains that eligible cards will be automatically registered for Click to Pay when it becomes available, that you can opt out before activation or unregister at any time, and that a verified phone number and email address is needed to use Click to Pay. It also explains that once your card is registered by us with Click to Pay that you will not be able to register with Visa-offered Click to Pay.

## Which terms and conditions are affected by these changes?

These changes apply to the terms and conditions of:

- ▶ Personal current accounts (including Second Level, Third Level, Graduate, Golden Years accounts and Debit Cards)
- ▶ Basic Bank Accounts
- ▶ Business debit cards
- ▶ Business current accounts

## How will Click to Pay use my personal information?

If you are eligible, you will be registered automatically for Click to Pay. To register you, we securely share some personal information with Visa, including:

- ▶ Your first and last name
- ▶ Your email address
- ▶ Your mobile number
- ▶ Your card number




- ▶ The name on your debit card
- ▶ The expiry month and year of your debit card
- ▶ Your billing address
- ▶ Internal consumer identification number

When we share personal data, we follow all the data protection laws that apply.

### Changes to our Data Privacy Notice

Our Data Privacy Notice (DPN) is also being updated to reflect the new processing activities necessary to deliver Click to Pay. The updated version of the DPN is available on our website and will be effective from **14 September 2026**.

## How do I set up Click to Pay ?

All you need to do when you see the Click to Pay symbol  on a retailer's site, is enter your email address or mobile phone number, and your registered card should be available to select when the service launches.

Further details on the eligibility requirements will be set out on our website, just search "Click to Pay". If you are eligible, we will let you know closer to the time that your card is going to be registered for Click to Pay and to give you the option to opt out and the date by which you must do so. See the 'How do I opt out of Click to Pay?' section below for more details.

## What do I need to use Click to Pay?

Please make sure both your mobile number and email address details are up to date. If we have your up-to-date details, you do not need to do anything. Your card will be registered automatically if you do not choose to opt out in advance.

To check if your mobile number and email address are up to date:

- ▶ Log in to 365 online or to your mobile app.
- ▶ Navigate to the "Profile" section.
- ▶ Select "Personal details" to see your mobile number registered with us and your email address on file.
- ▶ If they are not up to date, please update them.
- ▶ Alternatively, you can contact us to check this.



## How do I opt out of Click to Pay?

If you do not want your data shared with Visa, you can opt out of Click to Pay before it launches. We will contact you with information about how to opt out closer to the launch date including the date by which you must do so. Search 'Click to Pay' on our website for more details.

**Please note:** If you do not tell us you want to opt out before the notified date, you will be registered automatically. After launch, you will still be able to unregister from Click to Pay on the Bank of Ireland app or by calling us. If you change your mind, you can just opt back in. Simple.



# 2. Access to Cash



## What is the Access to Cash Act?

The Finance (Provision of Access to Cash Infrastructure) Act 2025, known as the Access to Cash Act, came into effect on 30 June 2025. Its aim is to ensure that people and businesses across Ireland can easily access cash through ATMs and cash service points.

A cash service point is a place where customers can deposit and withdraw notes and coins with in-person assistance.

Bank of Ireland is a designated entity under the Access to Cash Act. This means we, along with other designated entities, are required to make sure that there are set levels of ATMs and cash service points in every region of Ireland. To meet these requirements, new non-branch cash service points may be opened in some locations. These will be based in retail premises and will offer only cash lodgements and withdrawals in euro, using your debit card.

Transactions will be subject to daily limits and these non-branch cash service points will be opened where they are needed to meet the requirements of the Access to Cash Act. Where we do open a cash service point, details will be available on our website.



## What's changing?

We've updated the terms and conditions as follows:

- ▶ We have included a **new definition for "Cash Service Point"**. It explains that this is a non-branch and non-An Post location where you can make cash lodgements and withdrawals using a debit card.
- ▶ We have **updated the "Getting some of our payment services at services outlets" or "Paying in money at services outlets" section** to clarify that a Cash Service Point is different to a 'Services Outlet'. The section does not apply to Cash Service Points.
- ▶ We have **updated the "Transactions on your Account" or "Account Transactions" section** to clarify that cash lodgements made at a Cash Service Point are processed and credited to your account immediately. This change applies only to our Personal Current accounts, Basic Bank accounts and Business current accounts terms and conditions.
- ▶ We have **updated our debit card terms and conditions** to clarify that you can use your debit card and PIN to withdraw cash at a Cash Service Point, and that the withdrawn amount will be deducted from your account immediately.

## Which terms and conditions are affected by these changes?

These changes apply to the following terms and conditions:

- ▶ Personal current accounts (including Smart Start Account, Second Level, Third Level, Graduate, Golden Years accounts, and Debit Cards)
- ▶ Basic Bank Accounts
- ▶ Business current account
- ▶ Business debit cards
- ▶ Instant Access Demand account
- ▶ Business Instant Access Demand account
- ▶ Personal Demand deposit account (opened before 18 October 2022)
- ▶ Business Demand deposit account (opened before 18 October 2022)



## How do I use a cash service point?

You will need your debit card to make a cash lodgement or a cash withdrawal at a cash service point. You can only make a cash deposit to the account linked to your debit card.

If you withdraw cash from your account, the amount will be debited immediately.

If you pay cash into your account, the balance will generally be updated immediately.

**Please note:** If you do not have a debit card, you cannot make a cash withdrawal or lodgement at a cash service point. You cannot use an ATM card or a Bank of Ireland lodgement card to deposit or withdraw cash at a cash service point (you can still use them as set out in the terms and conditions).

## Is there a charge for using a non-branch cash service point?

**Personal customers** will not be charged for using a non-branch cash service point.

**Business customers** will be charged in line with a transaction carried out over the counter in a branch. More details are available in the Schedule of Fees and Charges for Business Customers on the business section of the Bank of Ireland website.



# 3. Cross-border handling fees



## What are cross-border handling fees?

A cross-border handling fee usually applies when you use your Visa debit card to buy something in a foreign currency or to withdraw foreign currency from an ATM. The fee varies depending on how the card is used.

## What's changing?

**Bank of Ireland will no longer charge cross border handling fees on Visa debit card transactions on Smart Start Accounts and Second Level current accounts.**

The fee will be removed to help you get more value from your Bank of Ireland account. No extra fees means you can make the most of your money, manage your spending more confidently, and enjoy greater freedom when using your card internationally.



**Please note:** Foreign currency transactions at Bank of Ireland ATMs will be converted into euro at an exchange rate set by us and applied to your account with no handling fee costs. For all other foreign currency transactions, which includes purchases and cash withdrawals, the exchange rate is set by Visa and, depending on your account type, a handling fee may apply.

## Which terms and conditions are affected by these changes?

These changes apply to the relevant sections within the following terms and conditions:

- ▶ Second Level current account
- ▶ Smart Start Account
- ▶ Schedule of Fees and Charges for Personal Customers
- ▶ Schedule of Fees and Charges for Smart Start Account



# 4. Other changes to our terms and conditions and Data Privacy Notice



## What's changing?

We've reviewed and updated our terms and conditions to make them more accessible as follows:

Change	
1	<p>We have <b>removed the "Distance Marketing Information" section from our terms and conditions.</b> It has been replaced by a standalone "Distance Contract Information" brochure which will be given to customers when they enter into contracts on the phone or online. It is also available on our website or in any of our branches.</p> <p>This change applies to:</p> <ul style="list-style-type: none"><li>▶ Smart Start Account,</li><li>▶ Second Level current account,</li><li>▶ Third Level current account,</li><li>▶ Graduate current account,</li><li>▶ Personal current account,</li></ul>



	<ul style="list-style-type: none"><li>▶ Golder Years current account,</li><li>▶ Instant Access Demand account</li></ul>
<b>2</b>	We have <b>inserted a new “Key Product Information and Features” table</b> in the Personal Current account, Second Level current account and Basic Bank account terms and conditions.
<b>3</b>	We have <b>added a new section into our Personal current account terms and conditions</b> . It highlights key information for customers moving from a Graduate current account to a Personal current account.
<b>4</b>	We have <b>removed the condition in our Third Level current account offering</b> which states that it is available on a “once off” basis.
<b>5</b>	We have <b>amended the “Limits on the money you can deposit” clause to remove the minimum required balance of €1 from the terms and conditions for our Instant Access Demand account, Business Instant Access Demand account, Personal Demand deposit account (opened before 18 October 2022), and our Business Demand deposit account (opened before 18 October 2022)</b> .
<b>6</b>	We have amended the <b>“Limits on the money you can deposit” clause in our Personal Demand deposit account (opened before 18 October 2022), and our Business Demand deposit account (opened before 18 October 2022) terms and conditions</b> , to clarify that approved overdrafts are not available on these accounts, but that sometimes a payment can go through where there are insufficient funds. If this happens, we will contact you to arrange repayment.
<b>7</b>	We’ve made a <b>change to ATM cards Demand Deposit and ATM Card terms and conditions</b> to clarify that any non-euro cash withdrawals will be at an exchange rate set by the bank, and we’ve removed the references dealing with cross-border charges as these don’t apply.
<b>8</b>	We have <b>removed reference to the age of 16 from the Zippay section of our 365 phone and digital banking terms and conditions</b> . The current age requirement for Zippay will now be published on our website. Search “Zippay” on the Bank of Ireland website for more details.
<b>9</b>	We have clarified in our <b>Personal current account, Basic Bank account and Second Level current account terms and conditions</b> that the only change that can be made to a standing order is to postpone it, cancel it or change the amount.
<b>10</b>	We have <b>updated our Schedule of Fees and Charges for personal customers</b> to make it clear that the fees relevant to your account type will apply whenever your account type changes, not just when you make the application to change account type.



The following changes apply to the terms and conditions for the below accounts only:

- ▶ Smart Start Account,
- ▶ Personal current account,
- ▶ Basic Bank Account,
- ▶ Second Level current account.

<b>11</b>	We have <b>inserted new clauses to advise how important it is to keep your contact details up to date</b> so that we can send you information to keep your account safe and about changes to your account.
<b>12</b>	We have <b>updated our terms and conditions to explain that we may need you to share certain information with us</b> from time to time. We explain that this is necessary for us to meet certain legal and regulatory requirements and that if you do not provide this information we may close or block your account.
<b>13</b>	We have rewritten some clauses to make them easier to read and understand.
<b>14</b>	We have made <b>small formatting changes</b> like inserting or removing commas, hyphenating words, and realigning page numbers.
<b>15</b>	We have <b>removed roman numerals</b> . This will help customers using screen readers to clearly understand our documents.



## Other changes to our Data Privacy Notice (DPN)?

- ▶ We have **removed reference to the age of 16 from the Zippay parts of our Youth Data Privacy Summary**. The current age requirement for Zippay will now be published on our website. Search “Zippay” on the Bank of Ireland website for more details.
- ▶ In addition to updating our DPN to reflect the new processing activities necessary to deliver the Click to Pay service, we have updated our DPN:
  - ▶ To state that personal data may be processed in the context of your interactions with our chatbots and
  - ▶ To reflect that the Bank uses Artificial Intelligence (which may be provided by our third-party service providers) to support the delivery of our products and services, for example in fraud detection and prevention and to support business decision making.

## Dates at a glance

<b>14 September 2026</b>	Terms and conditions come into effect
<b>14 September 2026</b>	Data Privacy Notices come into effect

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

We appreciate that some customers may not want to accept these changes. If this is the case for you, you may choose to close your account or end your service. There is no charge for doing this, as long as you have cleared any overdrawn balances and/or fees due. If you do not notify us before **14 September 2026** when the changes come into effect, we will take this to mean that you have accepted the changes on their effective date.



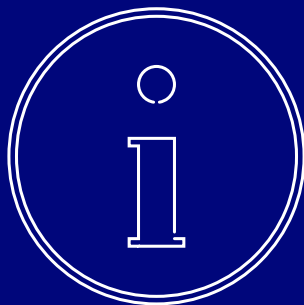
**Bank of  
Ireland**



[bankofireland.com](https://bankofireland.com)

Bank of Ireland is regulated by the Central Bank of Ireland

37-1705R (05/26)



# Terms and Conditions

General

Personal Current Account

Golden Years Current Account

Third Level Current Account

Graduate Current Account

Debit Card

Effective from 01 August 2025



**Bank of  
Ireland**



# What forms our Agreement?

The table below sets out the terms and conditions that apply to you based on the type of current account you hold and whether you have a debit card.

	General Terms and Conditions Page 7	Personal Current Account Terms and Conditions Page 19	Golden Years Current Account Terms and Conditions Page 41	Third Level Current Account Terms and Conditions Page 42	Graduate Current Account Terms and Conditions Page 44	Debit Card Terms and Conditions Page 45	Distance Marketing Information Page 51
Personal Current Account Customers without debit card	✓	✓					✓
Personal Current Account Customers with debit card	✓	✓				✓	✓
Golden Years Current Account Customers without debit card	✓	✓	✓				✓
Golden Years Current Account Customers with debit card	✓	✓	✓			✓	✓
Third Level Current Account Customers without debit card	✓	✓		✓			✓
Third Level Current Account Customers with debit card	✓	✓		✓		✓	✓
Graduate Current Account Customers without debit card	✓	✓			✓		✓
Graduate Current Account Customers with debit card	✓	✓			✓	✓	✓

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

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

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

## Explanatory Notes:

- ▶ If your account is overdrawn you will have to pay us interest until you clear the overdraft. That is so whether you have agreed an overdraft with us or it is an unauthorised overdraft.
- ▶ If you have an overdraft with us, even an agreed overdraft, it is repayable on demand. This means you must repay your overdraft to us if we ask you to do that at any time. (This is a traditional part of an overdraft agreement in Ireland and other countries which not all customers may be aware of).
- ▶ If money is paid into your account by mistake we can correct that by taking it out again. We don't need to tell you in advance.
- ▶ You may need to use a BIC and IBAN, account number, Name, and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.
- ▶ We have cut-off times that can be important if you are planning a transaction on your account in the afternoon or evening. You can find out about them in the terms and conditions and at [bankofireland.com](https://www.bankofireland.com). If you receive a SEPA Instant payment to your account, cut off times do not apply.
- ▶ If you have a joint account you are both (or all) equally liable to us for anything that we are owed on the account. One of you will be able to give us an instruction on the account without getting permission from the other person (or other people). We can send notices and letters to just one of you and the terms and conditions say that's enough to notify both (or all) of you.
- ▶ If you break the terms and conditions and that cause us a loss, you may have to compensate us.

- ▶ We can close your account if you have less than €10 in it and you don't use it for 12 months.
- ▶ You must be very careful when you pay cheques or similar paper payments to your account. We may show you the amount of a cheque lodged (paid in) to your account before it has been cleared. This does not mean the money paid to you in the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.
- ▶ If you make a cheque lodgement (pay in a cheque) that does not name you as the payee (person to be paid) there is a risk we will suffer a loss and you will have to compensate us.
- ▶ If you make a cheque lodgement (pay in a cheque) that is not in Euro and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.
- ▶ We can pay a post-dated cheque before the date you write on the cheque.
- ▶ If you pay money into your account through An Post on a Saturday or other time when we aren't open, we mightn't be able to up-date your account until the next day we open.
- ▶ We can apply negative interest to money in your account which means you pay us interest. This is because we need to be able to deal with market conditions that sometimes arise where we must pay negative interest to the European Central Bank or another organisation. We can also cap (limit) the amount of money you can have on your account to help us deal with such market conditions. We will always tell you beforehand before we apply negative interest.

# What's in this brochure

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- 6.0 Losses and Expenses Caused by Breaking Contract
- 7.0 Unenforceable Clause, Waiver and Reading this Document
- 8.0 Making a Complaint
- 9.0 Ending this Agreement and Interruption to Services
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- 24.0 Fees, Charges and Government Duty
- 25.0 Overdrafts
- 26.0 Negative Interest on the money you have on deposit on your Account
- 27.0 Different interest rates in different tiers of the same account
- 28.0 Limits on the money you can deposit
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# General Terms and Conditions

## Applicable to your Account and Debit Card

### 1.0 Definitions of Terms used in this Document

Some explanations of common terms used throughout these terms and conditions:

- 1.1 **“Account”** means the personal current account (including any overdraft) in your name that you hold with us.
- 1.2 **“Account Information Service Provider”** or **“AISP”** means a Third Party Provider that provides a service to allow you to see information in one place about payment accounts you hold with payment services providers, for example, your Account with us if it is an Online Payment Account.
- 1.3 **“Account transaction”** refers to the payment of money into or out of your Account, for example, cash lodgements and withdrawals, direct debits, standing order debits, cheque lodgements, writing cheques, account transfers; and includes any Account transaction initiated through a TPP or anyone else on your behalf.
- 1.4 **“Agreed overdraft”** means we have agreed in writing with you that you can have an overdraft on your Account up to a certain amount which we call the **“agreed overdraft limit”** in these terms and conditions.
- 1.5 **“ATM”** means an automated teller or cash machine.
- 1.6 **“Banking day”** means any day on which we are open for business in Ireland other than a Saturday, Sunday or bank holiday; and **“non-banking day”** means any other day.
- 1.7 **“Bank of Ireland Mobile Banking”** means our online system that allows you to access and use some of our services using a Bank of Ireland App.
- 1.8 **“Card”** or **“Debit Card”** means the Debit Card, personal to you, that we give you to allow you to make payment transactions on your Account. Where relevant, Card or Debit Card also includes a digital or electronic version of a Card which may be registered in a Digital Wallet on a supported computer or device.
- 1.9 **“Card Based Payment Instrument Issuer”** or **“CBPII”** means a Third Party Provider that requests us to confirm if money is available in your Online Payment Accounts to fund a payment you want to make using a Card.
- 1.10 **“Cash-back”** means the option available from certain Retailers where in addition to the purchase of goods or services you can make a cash withdrawal by way of cash-back up to €100.

- 1.11 **“Chip”** means an integrated circuit embedded in the Card.
- 1.12 **“Contactless”** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card (or a device on which you have registered a Digital Card) is held close to the Card reader rather than inserted into a POS terminal.
- 1.13 **“Cut-off time”** means the latest time in any banking day that we can process a particular account transaction, request or instruction on that banking day.
- 1.14 **“Debit Card transaction”** means an electronic payment using a Card for the purchase of goods or services, which can include payment for Cash-back, by you.
- 1.15 **“Digital Banking”** (a) means our present and future online banking services which can be accessed through 365 Online, Bank of Ireland Mobile Banking, and services available on [bankofireland.com](http://bankofireland.com); and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or [bankofireland.com](http://bankofireland.com) where that makes sense.
- 1.16 **“Digital Card”** or **“Digital Debit Card”** means a digital or electronic version of a Card or Debit Card which may be registered in a Digital Wallet on a compatible computer or device.
- 1.17 **“Digital Wallet”** means an electronic payment service that allows you to store a digital version of your Card on a computer or device and make payments using that Digital Card. Digital Wallets may be operated by third party Digital Wallet providers and are available on supported devices.
- 1.18 **“Digital Security Key”** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 1.19 **“eStatement”** means any document or statement provided or made available in electronic form.
- 1.20 **“Interest quarter”** means a three month period that we use to calculate interest we charge.
- 1.21 **“Instruction”** means any instruction or consent you or anyone else on your behalf (for example a TPP gives us to pay money into or from your Account, or to carry out another service).
- 1.22 **“Joint Account”** means an Account (including any overdraft) opened in more than one name.
- 1.23 **“Joint Account Holders”** means the persons in whose name the Joint Account is opened.
- 1.24 **“Name”** means the name of a Payee. For a natural person (a human being) this will be the name and surname, and for a legal person (for example, a company or business), the commercial or legal name.
- 1.25 **“Negative Interest”, “Negative Rate”** and **“Negative Rate of Interest”** and any similar expression each means a rate of interest that is less than 0% per annum, such that you pay interest to us.
- 1.26 **“Online Payment Account”** means a Payment Account which someone can access or use through Digital Banking.

- 1.27 **“Overdraft”** means you have taken more money from your Account than you have in it and can also mean the amount of money which you owe us as a result of doing that. The words **“overdraw”, “overdrawn”** and **“overdrawing”** refer to an overdraft.
- 1.28 **“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.
- 1.29 **“Payee”** means a person or business who you want to pay money to.
- 1.30 **“Payer”** means a person who makes a payment.
- 1.31 **“Payment Account”** means an account that is of a type that we list as a payment account on [bankofireland.com](http://bankofireland.com).
- 1.32 **“Payment Initiation Service Provider”** or **“PISP”** means a Third Party Provider that provides a service in which the PISP gives instructions to us on your behalf to carry out an Account transaction on your Online Payment Account where payments can be made using Digital Banking.
- 1.33 **“Payment Instrument”** means a Card, number, code, electronic profile or other thing personal to you that we give you to allow you make an Account transaction.
- 1.34 **“Person”** includes a human being, corporation, partnership or organisation.
- 1.35 **“PIN”** means a personal identification number that you use with your Debit Card.
- 1.36 **“Physical Security Key”** means a small hand held physical device that can generate security codes for use in Digital Banking and be used as a Security Credential.
- 1.37 **“POS terminal”** means an electronic device which can accept Debit Card transactions.
- 1.38 **“Retailer”** means a business that allows you to pay for goods or services using a Debit Card.
- 1.39 **“Sanctions”** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.
- 1.40 **“Sanctions Authority”** means any person that is:
- i. the United States of America;
  - ii. the United Nations Security Council;
  - iii. the European Union;
  - iv. the United Kingdom; or
  - v. the respective governmental institutions of any of the foregoing including Her Majesty’s Treasury, the Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.
- 1.41 **“Sanctioned Country”** means any country or other territory subject to a country-wide export, import, financial or investment embargo under any Sanctions (as defined and construed by the relevant Sanctions Authority). A

full up-to-date list of sanctioned countries can be found on our website at [bankofireland.com/sanctions](http://bankofireland.com/sanctions).

- 1.42 **“Sanctioned Person”** means any person that is:
- i. listed on, or majority owned or controlled by a person listed on, a Sanctions List;
  - ii. a government of a Sanctioned Country;
  - iii. an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; or
  - iv. resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country.
- 1.43 **“Sanctions List”** means any list issued or maintained and made public by any of the Sanctions Authorities as amended, supplemented or substituted from time to time.
- 1.44 **“Schedule of Fees and Charges”** means the **“Schedule of Fees and Charges for Personal Customers”** that we give you when you open your Account; and any changes to it; and any replacements of it. An up-to-date version of this brochure is available from any of our branches and online at [bankofireland.com](http://bankofireland.com).
- 1.45 **“Security Credentials”** means the personalised security features we require you to use now or in future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise an Account transaction. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode, security number or code (for example, those generated by a physical or Digital Security Key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.
- 1.46 **“SEPA”** means the Single Euro Payment Area details of which are available at [bankofireland.com](http://bankofireland.com).
- 1.47 **“SEPA Credit Transfer”** means a non-urgent Euro payment made within the SEPA Zone and which is subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules. It may also be referred to as a **“SEPA Payment”**.
- 1.48 **“SEPA Direct Debit”** means a Direct Debit which is subject to the SEPA Direct Debit Rules, under which payments in euro are made from the Account to another account within SEPA.
- 1.49 **“SEPA Instant Credit Transfer”** means a Euro payment made within the SEPA Zone which when executed, (and if successful) is credited to the Payee within ten seconds, 24 hours a day and on any calendar day and which is subject to the SEPA Instant Credit Transfer Scheme Rules. It may also be referred to as an **“Instant Payment”** or a **“SEPA Instant Payment”**.
- 1.50 **“SEPA Zone”** means the member countries of SEPA, details of which are available on Bank of Ireland website at [bankofireland.com](http://bankofireland.com).

- 1.51 **“Third Party Provider”** or **“TPP”** means a third party provider that is authorised to provide certain services to you or someone else that concerns the account such as payment services or accessing information, for example an AISP, a PISP or a CBPII.
- 1.52 **“Unauthorised overdraft”** means where your Account is overdrawn in excess of an agreed overdraft or (where there is no agreed overdraft) any overdraft on your account.
- 1.53 **“Verification of Payee”** is a service we provide to check the Name of an intended Payee against the IBAN provided with an instruction for a SEPA Credit Transfer or SEPA Instant Credit Transfer. This service is described in more detail in clause 23.0.
- 1.54 **“Visa Scheme”** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.55 **“We”, “Us”** and **“Our”** means The Governor and Company of the Bank of Ireland, having its Head Office at Baggot Plaza, 27-33 Upper Baggot St., Dublin, D04 VX58, Ireland, and its successors, and legal or equitable transferees or assignees. The word **“Bank”** means the same thing.
- 1.56 **“You”** and **“Your(s)”** (a) means the person(s) in whose name(s) the Account is opened or the person(s) whose name(s) appears on the Debit Card; and (b) includes you acting on your own and through anyone else you authorise to act on your behalf, for example, a TPP. If you have a Joint Account, references in these terms and conditions to **“you”** and **“your”** include both the Joint Account Holders, together and separately.
- 1.57 **“3D Secure”** means a system used as an added layer of security for Debit Card transactions. Examples include, Visa Secure and Mastercard® SecureCode™. For more information about our 3D Secure service, please see our Frequently Asked Questions at [bankofireland.com](http://bankofireland.com).
- 1.58 **“3D Secure Passcode”** means your one time passcode sent to your mobile phone by text message (SMS) or generated by you using a Physical Security Key for use on 3D Secure which you may need to complete a purchase using your Card.
- 1.59 **“365 Online”** means our internet banking services accessed via a web browser.
- 1.60 **“365 Phone”** means our telephone banking service.

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

- 2.1 If you instruct us to make a payment to a payee who we suspect to be acting illegally or fraudulently:
- ▶ we may delay the payment
  - ▶ we may contact you and ask you to carry out checks to make sure the payee is genuine
  - ▶ we may block the payment, even after you have made your own checks, if we continue to have reason to believe the payee is not genuine.
- 2.2 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do

not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment(s).

- 2.3 You must tell us about any transaction that was not:
- (a) authorised by you or on your behalf (for example, was not authorised by you through a TPP); or
  - (b) done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us for free of using the Freephone number listed on our website [bankofireland.com](http://bankofireland.com).
- 2.4 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.5 If payment is made from your Account that was not authorised by you or on your behalf, (for example, through a TPP), we will, subject to Clauses 2.6 and 2.7, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, we will be entitled to recover it from your Account without further reference to you.
- 2.6 If any unauthorised payments came about because a Payment Instrument (for example, your Card (or a device on which you have registered a Digital Card), number or code) was lost, stolen or misappropriated, and this is reported to us as soon as possible after you become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the Payment Instrument was not detectable to you, then you will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 2.7 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud by you, or because you failed intentionally, or by behaving with gross negligence, to fulfil your obligations under these terms and conditions.
- 2.8 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the transaction had not happened.
- 2.9 We will not be responsible for any losses caused if we make a payment which was initiated by you or on your behalf (for example, through a TPP), that contained an incorrect Account Number and Sort code (or IBAN and BIC) supplied by you or someone else, for example, a TPP and where we have carried out the Verification of Payee services as required for SEPA Credit Transfers and SEPA Instant Credit Transfers. We will make every reasonable effort to get back any money involved in the transaction for you. We may

charge you for any reasonable costs that we have to pay in getting this money back for you.

- 2.10 We will not be responsible for any loss caused if we can show that:
- (a) a payment was made by us and received by the payee's bank within the time set out in these terms and conditions; or
  - (b) the payment is not possible or delayed due to a regulatory or other legal reason.
- 2.11 If we suspect or detect any fraud or unauthorised activity on your Account, we will advise you by phone call, SMS message or email as appropriate, unless doing so would break the law. If we deem it necessary, we may block your Account and will advise you of the block and how it may be removed.
- 2.12 We may refuse to process an instruction from a TPP to make an Account transaction or a request from a TPP to provide information where we know, or have reasonable grounds to suspect:
- (a) that you have not authorised a TPP to give the instruction; or
  - (b) that the instruction from the TPP may be fraudulent or given by mistake.
- If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.
- 2.13 We record the instruction you and any TPP give us. If there is a dispute between you and us, or you and a TPP, concerning the Account or the Card, we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.14 You should contact a TPP directly if you have any queries or complaints regarding the services they provide you.
- 2.15 You agree to cooperate with us and give us information we ask for if you have a complaint about your Account or the Card and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.

### **3.0 Joint and Several Liability**

Where the Account is a Joint Account the following apply:

- 3.1 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from any of you. This means we can ask all or any one of the Joint Account Holders to:
- (a) pay us any money owing to us in connection with your Account and
  - (b) meet any obligation concerning your Account.
- 3.2 Unless we have agreed that we need the consent of each Joint Account Holder or have a legal obligation to get this consent, we can act on the instructions of only one of you. This means any one of you can ask us to do certain things with the Account without the other Joint Account Holders knowing, including closing the Account, taking all or any of the money out of the Account, asking

for communications (including statements) to be provided electronically or on paper, applying for credit or ending services.

- 3.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form) this will be deemed to be notice to all of the Joint Account Holders.
- 3.4 Unless we have a legal obligation to do so we won't ordinarily ask or enquire about the reasons for any instructions or reconfirm these instructions with any other Joint Account Holder even when there is a dispute among the Joint Account Holders.
- 3.5 Unless you have instructed us otherwise in writing and in a form agreed by us, on the death of any Joint Account Holder any money standing to the credit of the Joint Account will, subject to compliance with any legal requirements, be paid to or at the order of any surviving Joint Account holder(s), without prejudice to our right of set-off or any other of our rights acquired by law.

## **4.0 Identification**

- 4.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:
  - (a) Proof of your identity and your address;
  - (b) How you got the money that you wish to pay into your Account; and
  - (c) Facts about the person, business or group to whom you wish to pay money from your Account.
- 4.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity, for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.
- 4.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):
  - (a) against fraud, money laundering or terrorism; or
  - (b) concerning financial and other sanctions against people, organisations or states.

For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else that results from our following any such law or taking action we consider reasonably appropriate to comply with it.

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

- 5.1 We may for a valid reason at any time:
  - (a) change these terms and conditions including adding to them;
  - (b) add new fees and charges or change existing fees and charges; or
  - (c) change any facility on your Card.

- 5.2 Here are examples of valid reasons for us to make any such change:
- (i) to better comply with a law, regulation or other legal duty;
  - (ii) to reflect a change in the law, code of practice, or a decision or recommendation by a court, ombudsman or regulator;
  - (iii) to improve the services we provide customers;
  - (iv) to remove (or change) a service if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;
  - (v) to introduce (or change) a fee or charge to ensure a service is cost effective or sustainable for us or makes a reasonable profit or provides a reasonable return on investment or equity;
  - (vi) to reflect changes in our business model, or the way we do business;
  - (vii) to reflect changes in technology or in our systems;
  - (viii) for a reason that is related to any of the previous ones.
- 5.3 We will tell you in advance before we make any change of a type set out in this clause. We will give you a valid reason for any such change.
- 5.4 The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate.
- 5.5 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and close your Account but first you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account.
- 5.6 If you do not ask us to end this contract in the way set out above, you are deemed to accept the changes which we tell you about under this clause on their effective date.

## **6.0 Losses and Expenses Caused by Breaking Contract**

- 6.1 If you break these terms and conditions, and that causes us to suffer any loss or have any expense, you will compensate us in full if we ask you.

## **7.0 Unenforceable Clause, Waiver and Reading this Document**

- 7.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.
- 7.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 7.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.

- 7.4 Words and phrases defined in the Terms and Conditions are not case sensitive and have the same meaning regardless of whether an initial letter in a word is in uppercase (a capital) or lowercase.
- 7.5 The index, explanatory notes, and headings used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.
- 7.6 When a person performs a transaction on your behalf in relation to your Account, these terms and conditions will apply just as if you had performed the transaction yourself. Each reference to “you” in these terms and conditions should be read as such.
- 7.7 Any reference to “write”, “writing”, “written”, any other form of the verb to write (or to something that can be read) includes the following: (a) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and (b) any email, SMS (text message to a mobile phone), pop up on our app, facsimile or other electronic communication where you have given us contact details for any such means of communication.
- 7.8 A reference to “money available” in an Account includes money available by overdraft where that is so.
- 7.9 Any reference to Consumer credit law is to the law, regulations and statutory codes which govern any overdraft that you have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.
- 7.10 This clause only applies to these terms and conditions if you entered them on or after 29 November 2022. Nothing in these terms and conditions (a) takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our “Part 4 Liabilities”) or (b) excludes or restricts any of our Part 4 Liabilities. Nothing in these terms and conditions is to be interpreted to exclude or restrict any of our Part 4 Liabilities. Here are examples of our Part 4 Liabilities:
- ▶ our duty to supply a service in conformity with a contract under which we supply a service to you which includes meeting the tests for subjective and objective conformity set out in Part 4 of the Act;
  - ▶ our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; and
  - ▶ our duty to charge a reasonable price for a service where a contract between you and us does not set one out.
- 7.11 A reference to the singular includes a reference to the plural and vice versa, where this makes sense. For example, “person” can mean “persons”, and “persons” can mean “a person”.
- 7.12 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation.

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

## **8.0 Making a Complaint**

- 8.1 We're committed to providing you with excellent service at all times and hope we do not give you grounds to complain. However, if you wish to make a complaint, you may do so in a number of ways. You can call or write to us, avail of our online complaints form, and advise our branch teams. Our website [bankofireland.com/help-centre/customer-complaints-process](https://bankofireland.com/help-centre/customer-complaints-process) provides further details about these channels and our complaints process.
- 8.2 If we cannot resolve your complaint within five working days, we will respond to your complaint in writing or if we hold an email address or mobile contact details for you, you agree we may respond by email or another durable medium.
- 8.3 If you are not satisfied with our response, you can refer the matter to the Financial Services and Pensions Ombudsman by writing to them at The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. You can find more information on how to access their resolution process by visiting their website at [fspo.ie](https://fspo.ie).

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

- 9.1 You may ask us to close your Account at any time with immediate effect or by a future date you choose. If you do, these terms and conditions will come to an end once both:
- (a) we have paid you any balance on your Account; and
  - (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, fees, charges and Government Duty).
- 9.2 We may end these terms and conditions and close your Account by giving you two months' notice.
- 9.3 We will comply with consumer credit law if we stop any overdraft facility when we close your Account.
- 9.4 We may close your Account immediately or block any payments from it if:
- (i) you die or lose contractual capacity;
  - (ii) you are declared bankrupt or insolvent (under Irish or other law);
  - (iii) you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise;
  - (iv) you have failed security checks;
  - (v) we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;
  - (vi) we are required to do so by law, regulation or direction from an authority we have a duty to obey;

- (vii) 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
  - (viii) you have breached these terms and conditions in such a way that we know or reasonably believe it is appropriate (in your interest or ours) to close or block your account immediately.
- 9.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 9.4. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 9.4. We will tell you how the block on your Account can be removed (if it can be).
- 9.6 ***We don't promise to provide an ATM at a particular place or to be available at a particular time.*** The times when ATMs are available can vary from place to place and at different times. Sometimes, an ATM can go out of service, for example because all the money in it has been withdrawn or because of breakdown. In such cases we will restore the ATM service within a reasonable time.
- 9.7 ***We aren't liable for interruptions beyond our reasonable control.*** We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example, act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

## 10.0 Law & Language

- 10.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- 10.2 The English language is and will be used for the purpose of interpreting these terms and conditions of the Account and for all communication in connection with the Account and your Card.
- 10.3 Any references to law or taxation in these terms and conditions are accurate on the print date, and should be read to reflect later changes in the law or taxation.

# Personal Current Account Terms and Conditions

## 11.0 Your Personal Current Account

- 11.1 We agree to provide you with a Personal Current Account in your name.
- 11.2 These terms and conditions apply to your Account and tell you how it works.
- 11.3 These also apply to your Account:
  - (i) The Schedule of Fees and Charges;
  - (ii) The contents of documents we give you to make account transactions, for example, lodgement docketts and cheque books.
- 11.4 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.
- 11.5 You may not use your Account for business or for a charity, club, society or other organisation.
- 11.6 We have the right not to allow a payer (other than you) pay cash or a paper payment over the counter of a branch of ours into your Account. For example, if someone wants to pay a sum into your Account on a regular basis, we may ask them to set up a standing order or use our Digital Banking or phone services (if they bank with us) or similar services provided by their own bank (if they bank elsewhere).
- 11.7 The operation of your Account is also subject to general law and regulation, including but not limited to:
  - (i) banking and payments regulation;
  - (ii) anti-money laundering and terrorist financing regulation;
  - (iii) data protection regulation; andwe may suspend the operation of your Account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your Account, or stopped any transaction.
- 11.8 Where your Account is available online, you agree that:
  - (i) we may set up Digital Banking for your Account and create a profile for you on Digital Banking;
  - (ii) we may require you to take additional steps before you can access Digital Banking for your Account which we will let you know about when you apply for your Account;
  - (iii) when you access Digital Banking our Digital Banking terms and conditions will apply and that they form part of our agreement with you about your Account.

## 12.0 Operating your Account

- 12.1 You must keep your Account in credit unless you already have an agreed overdraft limit. If your Account is overdrawn for any reason, you must repay the overdraft to us on our demand.
- 12.2 You must always ensure that you have enough in your Account to complete an account transaction, for example:
- (a) cash withdrawal at an ATM;
  - (b) using a Debit Card, for example, using a Debit Card for purchases in euro or a foreign currency;
  - (c) writing a cheque;
  - (d) making a payment using a telephone or the internet, for example a credit transfer;
  - (e) if a standing order or direct debit is due to be paid;
  - (f) when you are due to pay interest and fees;
  - (g) you want to make an Account transaction online; or
  - (h) you want to make an Account transaction that is initiated through a PISP.
- 12.3 If you have an agreed overdraft, you can use it to make Account transactions. However, you cannot use the value of a paper payment (for example, a cheque) lodged to your Account until it is cleared (see Clause 14 for more detail).
- 12.4 We may refuse to pay money from your Account if this would cause it to become overdrawn or to go over an agreed overdraft limit (where there is one). We do not have to tell you of this refusal beforehand.
- 12.5 Sometimes, we may allow you to pay money from your Account even where that causes your Account to go into an unauthorised overdraft. No matter how often we allow you do this, we may refuse to allow it on any other occasion.
- 12.6 If your Account goes overdrawn, we will charge you the interest which we describe in the clause below about overdrafts or in the Schedule of Fees and Charges.
- 12.7 We may allow you to submit certain servicing requests digitally through our website or Digital Banking. You may need to use your Security Credentials to complete these requests.
- 12.8 You must not use the Account in any way which would breach any Sanctions. You must not authorise or knowingly permit any person to use the Account in any way which would breach any 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 Sanctioned Country; (d) to take in a payment of money where some or all of it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or Sanctioned Country; or (e) in a way that indirectly involves anything that is mentioned in the previous examples.

### **13.0 Lodging Paper Payments (for example, cheque lodgements) to your Account**

- 13.1 You should only lodge a paper payment (for example, make a cheque lodgement) that is payable to you, to your Account. If we allow you to lodge any other paper payment, you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.
- 13.2 If you lodge a paper payment (for example, a cheque) in a currency other than Euro to your Account, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account.
- 13.3 If the payer's financial institution returns unpaid a paper payment in a currency other than Euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

### **14.0 Paper Payments (for example, cheque lodgements) and Withdrawals from your Account**

- 14.1 When you lodge a paper payment (for example, a cheque) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 14.2 When you consider how much you can withdraw from your Account (including how much you can overdraw if you have an agreed overdraft limit), you should not count in the value of any paper payment lodged into your Account until it has been cleared for withdrawal.
- 14.3 It can take up to 5 banking days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from a Government Office (for example, a payment from the Office of the Paymaster General).
- 14.4 It depends on the payer, and the payer's financial institution, whether or not the paper payment is cleared for withdrawal. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account.
- 14.5 Caution: You need to take great care when a paper payment is paid into your Account and has not yet cleared for withdrawal. In your Account statement or eStatement, online Account details and balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 14.4. You should not assume a paper payment has cleared for withdrawal just because we show it in an Account statement, eStatement, online or at an ATM.

14.6 The idea of a paper payment being cleared for withdrawal is distinct from the idea of the “balance cleared for interest” (which is dealt with in the clause below about overdrafts).

## **15.0 Transactions on your Account**

- 15.1 You are responsible for ensuring that any instruction to pay money into and out of your Account is correct and accurate whether:
- (a) you give the instruction yourself; or
  - (b) someone else gives it, for example a TPP, on your behalf.
- Except in the case of Verification of Payee, we do not check whether any of the information is correct. We will not carry out Verification of Payee for paper-based payment instructions, if you are not present at the time of receipt of the payment instruction.
- 15.2 You can instruct us to carry out an Account transaction or give your consent (for example, a consent to allow us give you a service) by following the procedures we set out for you now or in future, for example:
- (a) by using your Security Credentials;
  - (b) by using a payment instrument;
  - (c) in writing;
  - (d) verbally (as long as you follow our security procedures); or
  - (e) using 365 Phone and Digital Banking channels.
- 15.3 When you open your Account, give us an instruction or your consent concerning a service, you agree that we can process (use) your personal data to obey your instruction or give you the service.
- 15.4 You agree that when we process any payment to or from your Account, made by yourself, by someone else or by you through a TPP, we will rely on the:
- ▶ BIC (the Bank Identifier Code); and
  - ▶ IBAN (the International Bank Account Number) that includes the account number and codes to identify the country, bank and branch of an account; or
  - ▶ The Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
  - ▶ Account Number (the number that identifies an account – usually 8 digits long), that is given with the payment. If these details are not correctly stated by you or by the third party, the payment will be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense.
- 15.5 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf (for example a TPP) that does not have the information that we need to identify the account that will receive the payment, for example, an Account Number and Sort code (or IBAN and BIC), we may refuse to process it. We will tell you and/or the TPP if we refuse to process a payment or payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.

- 15.6 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example a TPP) after the relevant cut-off time, we will not process it until the next banking day. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times or refer to [bankofireland.com](http://bankofireland.com). SEPA Instant Credit Transfers can be received 24 hours a day and on any calendar day.
- 15.7 Except in the case of payments made by SEPA Instant Credit Transfer, if we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example, a TPP) on a non-banking day we will treat it as if we had received it on the next banking day.
- 15.8 SEPA Instant Credit Transfers can be received at any time on any calendar day and Clauses 15.6 and 15.7 do not apply to receipt of those payments.
- 15.9 If we receive your payment instruction before the relevant cut-off time (whether you gave it or it was initiated through a TPP or someone else on your behalf), we will process the payment from your Account on the banking day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process. This Clause 15.8 does not apply to SEPA Instant Credit Transfers which when executed, and (if successful) are credited to the Payee within ten seconds, 24 hours a day and on any calendar day.
- 15.10 If you instruct us to make a payment from your Account to an Account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate. This clause applies where someone else, for example a TPP, gives the instruction on your behalf.
- 15.11 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 15.12 If a payment into your Account is received on a banking day, the relevant cut-off time has not passed, and the payment does not require currency conversion, other than a conversion from euro to another member state currency, or vice versa, we will credit your Account with the payment on the same banking day that we receive it. All other payments requiring a conversion will be credited to your Account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your

Account. SEPA Instant Credit Transfers can be received at any time and on any calendar day.

- 15.13 When you (or anyone else) lodge cash to your Account in one of our branches and in the same currency as your Account, we will process it and immediately credit your Account.
- 15.14 Subject to Clause 15.15, we will provide or make available to you a written receipt or record of Account (i.e. transaction receipt or statement) setting out the following details in respect of all account transactions:
- (a) A reference enabling you to identify each transaction;
  - (b) The amount of the transaction;
  - (c) The amount of any charges applied to the transaction;
  - (d) Where applicable, the exchange rate applied to the transaction;
  - (e) The debit or credit value date of the transaction.
- 15.15 You have the option to receive the transaction information set out in Clause 15.14 as individual transaction receipts or in periodic statements. Periodic statements will be provided or made available free of charge at an agreed frequency, as frequent as monthly. Unless you and we agree otherwise, we will provide or make available statements at an agreed frequency. If the average balance in the Account for a period was under €20 (and it was never in overdraft in the period) or there were less than 4 transactions in the Account in a period, we may only make the statement for that period available to you if you request it. You will always receive a statement at least annually. You will notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 15.16 If a TPP (or any person other than you) gives us an instruction to make an Account transaction or do something else concerning your Account, we may refuse to obey the instruction if we know or reasonably suspect you have not authorised the TPP (or other person) to give us that instruction and/or we suspect the TPP (or other person) may be acting illegally or fraudulently.
- 15.17 Once your Account is registered for Digital Banking you will have access to eStatements for your Account and you will not receive paper versions of some or all documents or statements for your Account. If you request a paper copy of an eStatement we will treat this as a request for a duplicate statement and it will be managed in line with our duplicate statement process. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between you and us, are satisfied when we provide you with the relevant document or eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to documents in electronic form and eStatements as the reference so requires. eStatements can be viewed and downloaded by you and will be stored by us in accordance with your Digital Banking terms and conditions. We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement

or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some notifications by editing your preferences through Digital Banking. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.

## **16.0 Cheques written by you**

- 16.1 We will stop a cheque written by you if you ask us to do so but only if it has not already been cashed or paid by us. We may first require you to confirm the stop in writing.
- 16.2 If you write a post-dated cheque we may pay it before its due date. If we do this, we are not liable to you for any loss you may suffer or expense you may have as a result.
- 16.3 We are not obliged to pay a cheque dated six months or more before we get it. If we do pay such a cheque we are not liable to you for any loss you may suffer or expense you may have as a result.

## **17.0 Lodgement Machines**

- 17.1 Once you use a permitted Payment Instrument, you can lodge certain paper payments including cheque lodgements and banknotes (or a mixture of cheques, other paper payments and bank notes) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.
- 17.2 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.
- 17.3 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.
- 17.4 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 make an appropriate correcting entry in accordance with Clause 2.2.
- 17.5 We may limit the amount of cash lodgements you can make using an express lodgement. Any limit will be for a valid reason which can include:
  - ▶ security;
  - ▶ to improve the services we provide customers;
  - ▶ to reflect changes in our business model, or the way we do business;
  - ▶ to reflect changes in technology or in our systems; and
  - ▶ for a reason that is related to any of the previous ones.

These limits will be shown on notices in our branches and may vary from time to time.

- 17.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the cash or paper payments lodged until the lodgement machine has taken them in so you cannot retrieve them.
- 17.7 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.
- 17.8 If there is a dispute between you and us concerning the lodgement machine we may give our records as evidence of dealings in any way that the law allows for. Any of our employees who processed a lodgement may give evidence as to how much they found in a lodgement machine.

## 18.0 Getting some of our payment services at services outlets

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

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

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

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

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

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

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

- 18.1 If you have a BOI payment card you can use it at a Services Outlet (for example a post office of An Post) to get the following services on your Account:
  - 18.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 18.1.2 to make a cash withdrawal (take money) in euro from your Account.

- 18.2 You can use your BOI lodgement docket at a Services Outlet (for example, a post office of An Post) to get the following services on your Account
- 18.2.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
  - 18.2.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.
- 18.3 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
- 18.4 The terms and conditions that concern the use by you of your BOI payment card or BOI lodgement docket will apply in full when you use it to get Agency Services in a Services Outlet but they will be subject to any additional rule in these clauses about Agency Services.
- 18.5 The following terms and conditions apply if you get services at a Services Outlet:
- 18.5.1 Taking cash out (cash withdrawals). If you take cash out of your Account, the amount in your Account will generally be reduced immediately.
  - 18.5.2 Paying cash and paper payments in:
    - (i) Paying in cash. If you pay cash into your Account in a Services Outlet before the relevant cut-off time on a Services Outlet Business Day, we will credit your Account with the payment and the funds will be available to you on the same Services Outlet Business Day.
    - (ii) Cut-off times. We have cut-off times for Services Outlet Business Days that are not also our Business Days (for example, Saturday); and these apply only when you use Agency Services on such days. If you have a query on cut-off times, please refer to our website [bankofireland.com](http://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 [bankofireland.com](http://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).
- 18.6 Up-dating the balance on your Account.
- 18.6.1 If you pay cash into your Account in a Services Outlet before the cut-off time we will credit your Account after a short period of time and then you will have access to the funds you pay in. It may take us a little longer (even after you have access to your funds) to up-date the

Account balance we show you (for example, on Digital Banking or at an ATM).

- 18.6.2 If you pay cash into your Account in a Services Outlet on a Saturday or other Services Outlet Business Day that is not one of our Business Days, we may not be able to up-date the Account balance that we show you (for example, on Digital Banking or at an ATM) until our next Business Day. Despite that delay, the cash will be available to you as soon as we credit it to your Account.
- 18.7 Services Outlet opening times, closures and outages.
  - 18.7.1 We can't promise that a Services Outlet will be open at any time or place as this will be at the discretion of the Services Agent.
  - 18.7.2 We will not be responsible for any loss or inconvenience you suffer because (a) a Services Outlet is closed at a time when you wish to wish to get Agency Services; or (b) a Services Outlet is permanently closed; or (c) a Services Agent cannot make the Agency Services available to you, for example because of a problem with their electronic systems; or (d) if a Services Agent does not accept your BOI payment card because authorisation is not possible, for example, due to problems with electronic systems or because your BOI payment card is damaged.
- 18.8 Queries and complaints: If you have a query about the services a Services Agent (for example An Post) provides or need to make a complaint please contact Bank of Ireland in the first instance and we will aim to resolve your query or complaint. Please see the clause above about making a complaint above for further detail.
- 18.9 About An Post: An Post is a designated activity company incorporated in Ireland with registered number 98788. Its registered office is the General Post Office, O'Connell Street, Dublin 1, D01 F5P2. For general queries you can fill out the contact us form on [www.anpost.com/Help-Support/Contact-Us](http://www.anpost.com/Help-Support/Contact-Us).

## 19.0 Third Party Providers (TPP)

- 19.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 19.2 Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information; or make relevant payments from your Account; or both. For more information on the types of information and payments a TPP can access and make please see [bankofireland.com/openbanking](http://bankofireland.com/openbanking).
- 19.3 You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.

- 19.4 A TPP may look for access to your Account, for example, to provide payment or account information services to you. However, we will only allow such access where you have permitted us to allow that.
- 19.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 19.6 About PISPs: If we receive an instruction from a PISP to initiate a payment on your Account, we will treat this as an instruction from you.
- 19.7 You can instruct a PISP to initiate a payment on your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to make the payment by using our online verification processes and your Security Credentials. Once you have authorised us in that way to make the payment initiated by the PISP, we will treat the payment as though you asked us to make it yourself.
- 19.8 Once you have authorised us to proceed with a payment initiated by a PISP it can't be amended or stopped unless you ask us to amend or stop it before the relevant cut-off time. If you have authorised us to proceed with a SEPA Instant Credit Transfer initiated by a PISP it can't be amended or stopped.
- 19.9 If you instruct a PISP to initiate a SEPA Credit Transfer or SEPA Instant Credit Transfer on your Online Payment Account, that PISP must ensure that the Name of the Payee is correct. Please see clause 23.0 for more details on the Verification of Payee service.
- 19.10 AISPs: If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- 19.11 You can instruct an AISP to access and hold details of your Online Payment Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your Online Payment Account for up to 180 days and we will obey those requests (unless we have duly evidenced reasons relating to unauthorised or fraudulent access to your Online Payment Account, in which case we may (but are not obliged to) request that you authorise us again (in the way set out in this clause) before we share information with the AISP). Once each 180 day period passes, you need to authorise us again (in the way set out in this clause) if you wish us to continue to share information on your Online Payment Account with your AISP.
- 19.12 About CBPIIs: If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a Card payment, we will treat this as an instruction from you.
- 19.13 Where we provide a CBPII access to an Account, you can instruct a CBPII to access your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a Card payment. Once

- you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
- 19.14 TPPs when you have a Joint Account: If the Account is in the name of two or more of you, one of you can instruct a TPP to access your Account details or initiate a payment on your Account by using the TPP's procedures and ours. If we receive a request from a TPP to access your Account details or initiate a payment, we respond to it as if all or both of you have made the request or asked the TPP to make it on behalf of each of you.
- 19.15 At any time you wish you can:
- (a) cancel any service that a TPP provides you that concerns your Account; or
  - (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission.
- 19.16 If you send your TPP a cancellation when we are processing an instruction from them to carry out an Account transaction, or to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.
- 19.17 If you permit a TPP to access your Account(s) and/or to initiate an Account transaction (for example, a payment from your Account):
- (a) the TPP will have access to your Online Payment Account(s); and
  - (b) we are not responsible for anything the TPP does.

## **20.0 Direct Debits**

- 20.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ("scheme rules").
- 20.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.
- 20.3 The Originator can take a payment from your Account if both:
- (a) you have authorised a direct debit instruction in the Originator's favour; and
  - (b) the Originator has followed the scheme rules.
- 20.4 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes into an unauthorised overdraft.
- 20.5 If you wish to cancel a direct debit or a direct debit payment on your Account, there are two ways you can do this:
- (a) give a written instruction; or
  - (b) through Digital Banking by following the steps we have set out there.
- To stop a direct debit payment, you must instruct us at least one banking day before the payment is due. If your instruction to cancel arrives later than that, and we make a direct debit payment, we will not be liable to you or anyone else for any loss or expense which results.

- 20.6 Any agreement you have with an Originator is not changed when you cancel a direct debit instruction with us. We have no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.
- 20.7 You can request a refund of a direct debit payment up to eight weeks from the date that any direct debit was paid from your Account.
- 20.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of Clause 2.
- 20.9 We have no duty to you in relation to goods or services supplied by an Originator.
- 20.10 Debtor Services:
- (a) We will provide a series of debtor services which will allow you to manage your direct debit payments. Full details of the available debtor services, which may change from time to time, can be found at [bankofireland.com/sepadirectdebits](https://www.bankofireland.com/sepadirectdebits).
  - (b) We will process any debtor service instructions by the banking day following receipt of the instruction by us, and you should submit any instructions in good time before you want your instruction to take effect. We accept no liability arising from any late receipt of your instruction by us.

## 21.0 Standing Orders

- 21.1 A standing order is an instruction from you to pay a fixed amount from your Account at regular intervals (for example, every week, month, year) to another account held by either you or another person with us or with another financial institution.
- 21.2 You must give us the BIC and IBAN, or Sort Code and Account Number, and Name (for SEPA Credit Transfers and SEPA Instant Credit Transfers) (which are explained in Clause 15) of the person that you want to make the payments to. If you like, you can also give us a reference number that we will include with all payments.
- 21.3 You can:
- (a) postpone an individual payment under a standing order; or
  - (b) change or cancel a standing order set up on your Account;
- by giving a written instruction or through Digital Banking by following the steps we set out by close of business one banking day before the standing order is due to be paid. If your instruction (to postpone, change or cancel) arrives later than that, we won't have time to obey it before the (next) standing order is due. If that happens, we are not at fault and we will not be liable to you or anyone else for any loss or expense which results. You can find out about our up-to-date cut off times on [bankofireland.com](https://www.bankofireland.com) and search "cut off time".
- 21.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.

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

## **22.0 SEPA Credit Transfers and SEPA Instant Credit Transfers**

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

22.2 A SEPA Instant Credit Transfer is a Euro payment made within the SEPA Zone which when executed (and if successful) is credited to the Payee within 10 seconds, 24 hours a day and on any calendar day and which is subject to the SEPA Instant Credit Transfer Scheme Rules. It may also be referred to as an **“Instant Payment”**. SEPA Instant Credit Transfers will be made available to Customers on a phased basis. We will let you know when SEPA Instant Credit Transfers are available to you. The terms and conditions that apply to SEPA Instant Credit Transfers will only apply when the service is available to you.

22.3 We keep a record when you register to make SEPA Credit Transfers and SEPA Instant Credit Transfers and when you instruct us about these types of payment. We may give our records as evidence of your registration or Instruction in any way that the law allows for.

22.4 If you use the SEPA Credit Transfer service to pay money into a loan account or credit card account you have with us, you agree that you must contact us to establish the exact outstanding loan or credit card balance on that Account. You cannot rely on your own calculations in order to determine the exact outstanding loan or credit card balance. You cannot use the SEPA Instant Credit Transfer service to pay money to certain deposit accounts, global markets accounts, loan accounts or credit card accounts you have with us or one of our subsidiaries.

22.5 If you use the SEPA Instant Credit Transfer service to pay money using Digital Banking to another account in the SEPA Zone, we will let you know within 10 seconds of receiving your instruction if the payment has or has not been made, and if it has not been made, the reason why.

22.6 Maximum transaction and daily limits apply to the amount you can pay from your Account. We can change these limits at any time. Details of the current limits are available when you use the relevant service. We may allow you to set a lower limit than the maximum limit from time to time by following the procedure we specify. You will be given the option to set a specific limit for SEPA Instant Credit Transfers, if you want to set one. The limit can be on a daily or transactional basis.

22.7 There may be planned maintenance windows (which we will advise you of) when the SEPA Instant Credit Transfer Service may be temporarily unavailable.

22.8 The financial institution where the Payee account is held controls payment into that account. We are not responsible for that.

## 23.0 Verification of Payee

- 23.1 The Verification of Payee service is a way of helping you make sure that you send money to the right account when you make a SEPA Credit Transfer or a SEPA Instant Credit Transfer. It does this by checking the Name of the Payee against the IBAN you submit in your instruction before you send it. This helps you to avoid paying the wrong person or business.
- 23.2 The Verification of Payee service will be made available to Customers on a phased basis. We will let you know when the Verification of Payee service is available to you. The terms and conditions dealing with Verification of Payee will only apply when that service is available to you. We will not carry out Verification of Payee for paper-based payment instructions, if you are not present at the time of receipt of the payment instruction.
- 23.3 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer we may ask you to include the Name of the Payee you are transferring money to, in addition to their IBAN.
- 23.4 If your Payee is a natural person, you should include their full name (not a nickname).
- 23.5 If your Payee is a legal person (for example a company) you should include its legal or trading name.
- 23.6 When you set up a new Payee or Standing Order, you must ensure that you have the correct account details. You should have the right IBAN, and the Name of the person or business you are trying to pay.
- 23.7 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer, or the first time you set up a Standing Order, and you include the Name of the Payee, we will let you know if the Name of the Payee you gave us:
- (a) matches the Name on the account that you want to transfer to;
  - (b) does not match the Name on the account that you want to transfer to;
  - (c) nearly matches the Name on the account you want to transfer to; or
  - (d) that your Payee's financial institution has not given us a response.
- 23.8 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer, or set up a Standing Order to a Payee holding a joint account with other accountholders, we will let you know if the Name of the Payee you submit:
- (a) matches the Name of at least one of the accountholders;
  - (b) does not match the Name of any of the accountholders;
  - (c) nearly matches the Name of at least one of the accountholders; or
  - (d) that your Payee's financial institution has not given us a response.
- 23.9 When someone wants to pay you by making a SEPA Credit transfer, or a SEPA Instant Credit Transfer, and when they include your Name, and we will tell their financial institution if it matches, does not match or nearly matches the Name provided to us.
- 23.10 If we tell you that the Name does not match, does not fully match, or that your

Payee's financial institution has not given us a response, you should not make the SEPA Credit Transfer or SEPA Instant Credit Transfer, as the Payee may be incorrect.

- 23.11 If you choose to authorise a SEPA Credit Transfer or a SEPA Instant Credit Transfer where the Name does not match your intended Payee, or where your Payee's financial institution has not given us a response we may not be able to recover any transferred funds.
- 23.12 We shall not be held liable for the execution of a SEPA Credit Transfer or a SEPA Instant Credit Transfer to an unintended Payee on the basis of an incorrect IBAN (or other unique identifier), provided that we have carried out the Verification of Payee service.

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

- 24.1 We charge a monthly fee for maintaining the Account irrespective of how much money is in your Account, or owing in it, or the level of activity in your Account. This fee is shown in the Schedule of Fees and Charges and is applied to your Account on the last banking day of the calendar month.
- 24.2 You will not be charged the fee for maintaining the Account for the calendar month in which you open your Account.
- 24.3 You will not be charged the fee for maintaining the Account for the calendar month in which you close your Account.
- 24.4 There are a small number of charges for particular services, for example, using your Debit Card for purchases in foreign currency or same day funds transfers. We will generally charge them to your Account when we provide the particular service. These are shown in the Schedule of Fees and Charges.
- 24.5 Our "Schedule of International Transaction Charges" shows our charges for international payments, travel money and other services. You can get a copy of this from our branches or on our website [bankofireland.com](http://bankofireland.com).
- 24.6 We have a legal duty to collect Government Duty that you owe concerning your Account, for example, duties on cheques and Debit Cards.
- 24.7 You permit us to collect from your Account any of the fees, service charges and Government Duty that you owe, on the date or dates we select.
- 24.8 If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account(s) or for using Digital Banking.

## **25.0 Overdrafts (This clause does not apply to Third Level Current Account holders as they cannot apply for an overdraft)**

### **Charges and Interest**

- 25.1 The Bank charges you a fee (the "Overdraft Facility Fee") which is first due on the date the agreed Overdraft is approved. Detail of this fee can be found in the Schedule of Fees and Charges and in the Important Information of your Consumer Credit Agreement (CCA) Document.

- 25.2 The Bank is entitled to charge you the Overdraft Facility Fee if it approves an increase in the amount of the agreed Overdraft which will be due on the date the Bank approves the increase.
- 25.3 The Overdraft Facility Fee is also payable annually on each anniversary date of the date it was last due under Clause 25.1 or 25.2 above.
- 25.4 We charge overdraft interest when your Account is overdrawn whether the overdraft is within an agreed overdraft limit or there is an unauthorised overdraft. Our present overdraft interest rates are set out in the Schedule of Fees and Charges. It shows you the overdraft interest rate which applies to you.
- 25.5 We can change the overdraft interest rate up or down at any time for a valid reason at our discretion. If we increase the overdraft interest rate we will give you notice.
- 25.6 We will tell you the reason for the interest rate change in the notice. It will be for at least one of these reasons:
- (i) To reflect any change in our cost of funds (i.e. the cost of borrowing the money we use to lend to customers), for example, caused by any change in market interest rates or by other factors outside of our control;
  - (ii) To reflect any change in the variable rates our competitors charge;
  - (iii) To ensure we are competitive;
  - (iv) To enable us to increase the rate we pay to customers with deposit accounts to the level needed to retain their money;
  - (v) To ensure that the amount we receive from borrowers will enable us to maintain a prudent level of reserves and/or to meet any regulatory requirements that apply to us;
  - (vi) To ensure that the amount we receive from borrowers will enable us to maintain long-term sustainability of our business in the Republic of Ireland;
  - (vii) To reflect any change in the costs we reasonably incur in administering borrowers' accounts;
  - (viii) To reflect the risk to us that our customers will not be able to make their credit payments in full and on time. In measuring that risk we consider the general economy and the effects it has on the ability of customers to meet credit payments;
  - (ix) To reflect any change in your circumstances or in the economy as it affects you. For example, if such things make it more difficult for you to meet your credit repayments or increase the risk of the credit to us;
  - (x) To reflect any change in taxation which affects the profit we earn from our ordinary activities;
  - (xi) To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator;
  - (xii) Because one or more of the things listed including anything that has occurred or we have reason to believe they are likely to occur;
  - (xiii) Any special feature of the Account; and

- (xiv) The risk we attach to an overdraft on the Account or to overdrafts generally.
- 25.7 We calculate and charge overdraft interest each interest quarter on the daily overdraft balance cleared for interest rounded to the nearest Euro that you owe us (see Clauses 25.9 to 25.11 for an explanation of the “balance cleared for interest”).
- 25.8 We will tell you of changes in interest rates in a way which complies with consumer credit law. We will choose the way that we tell you this. We can do it by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.

### **The Balance on Which we Calculate Interest**

- 25.9 We calculate the amount of interest we charge you for an overdraft on what we call the “balance cleared for interest” on your Account. In the balance cleared for interest:
- (a) we do not count in the amount of a paper payment paid into your Account until the banking day after it is paid into your Account;
  - (b) we do not count in the value of any other payments into your Account which are made (or where value is due to be paid) after the cut-off time on a Banking Day, or on a non-Banking Day, until the next Banking Day; but
  - (c) we count in the amount of a paper payment on the banking day it is paid in if it is drawn on an account held in one of our branches in the Republic of Ireland.
- 25.10 In your Account statement or eStatements online, Account details and balances given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 25.9.
- 25.11 Clauses 25.9 to 25.11 have no effect on Clause 14. For example, it is a mistake to assume a paper payment has cleared for withdrawal just because we count it in the balance cleared for interest.

### **Security**

- 25.12 Where security is required by the Bank, you cannot avail of an agreed overdraft until all such security requirements have been completed in full to the satisfaction of the Bank.
- 25.13 You agree to pay the Bank all legal charges and other costs associated with the completion of the Bank’s security requirements (if any), and you also agree that the Bank has your authority to make withdrawals from your Account to pay them as they arise.
- 25.14 Any mortgage held by the Bank over a ‘house’ within the meaning of the Consumer Credit Act, 1995 (and including a site for such a house) will not secure the overdraft unless the Important Information indicates otherwise.

## **Overdraft Limits and Reviews**

- 25.15 You must ensure that you do not allow the amount of an overdraft on the Account to exceed the agreed overdraft limit.
- 25.16 The Bank will review an agreed overdraft on the agreed review date. The Bank may extend an agreed overdraft beyond a review date, but it is not obliged to do so. In addition, the Bank may review an agreed overdraft at its discretion at any time including between the agreed review dates.
- 25.17 On any review, the Bank may reduce the amount of an agreed overdraft limit or terminate an agreed overdraft, for example, because you have not used an agreed overdraft in the last 12 months, because of a change in our business model or systems for overdrafts including the size of overdrafts we are willing to provide generally, you have breached the terms and conditions of the agreed overdraft or because of a change in your financial circumstances. This clause is subject to (and does not limit) Clauses 25.21 to 25.25.
- 25.18 You must be aged 18 years or more to be eligible to apply for an agreed overdraft.

## **Assignment & Disclosure of Information**

- 25.19 You consent irrevocably to any future transfer, howsoever arising of an agreed overdraft, whether as part of a transfer and securitisation scheme or otherwise.
- 25.20 You authorise the Bank to disclose any information or documentation relating to an agreed overdraft and any and all security held for an agreed overdraft to third parties including members of the Bank of Ireland Group for the purposes set out in this Clause. You agree that your authorisation is consent for the purposes of data protection law.

## **Overdrafts Repayable on Demand**

- 25.21 If your Account is in overdraft (even within an agreed overdraft limit) you must repay the overdraft to us in full if we demand it in writing.
- 25.22 If there is an agreed overdraft limit we can cancel our commitment:
- (a) to provide all or part of the overdraft; or
  - (b) to carry out an instruction from you that would cause the Account to be overdrawn or more overdrawn; or
  - (c) both (a) and (b), we will advise you of this by writing to you.
- For example, we could do that in the demand under Clause 25.21.
- 25.23 We do not have to notify you before we exercise any of our rights under Clauses 25.21 and 25.22 (except to the extent required under Consumer Credit Law).
- 25.24 Clauses 25.21 to 25.23 apply in full to any overdraft even where it is an agreed overdraft. If there is a conflict between a credit agreement concerning an agreed overdraft and Clauses 25.21 to 25.23 prevail.
- 25.25 If we demand repayment of an overdraft or cancel our commitment under one we will comply with Consumer Credit Law.

## **26.0 Negative Interest on the money you have on deposit on your Account (This Clause does not apply to the Third Level Current Account or Graduate Current Account)**

- 26.1 We may at our discretion apply a Negative Rate of Interest to the Account at a rate or rates that we determine and notify you about. You pay Negative Interest to us. We can notify you of a Negative Interest Rate (a) in the documentation we give you when you open the Account which will mean the negative interest will apply from the time you open the Account; or (b) at any time at our discretion by sending you notice in a way allowed for in these terms and conditions in which case the Negative Interest will apply from the effective date set out in the notice.
- 26.2 If negative interest applies to the Account, the effect will be that we will apply the Negative Rate and calculate the Negative Interest amount payable by you. Any amount of Negative Interest that becomes due by you to us is called a "Negative Interest Amount".
- 26.3 For so long as Negative Interest applies, the Negative Interest Amount will be due from you on each month on a date we set and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 26.4 You permit us to withdraw any Negative Interest Amount from the Account and/or to deduct any Negative Interest Amount from the Account balance.
- 26.5 For so long as Negative Interest applies to the Account, you agree to keep enough money in your Account to pay each Negative Interest Amount in full and on time. We can refuse to allow you withdraw money from the Account where we reasonably anticipate that a withdrawal will cause a breach of this clause. If the amount of such available funds in your Account is not enough to pay in full a Negative Interest Amount due to us (the amount of such shortfall being the "Shortfall Amount") you agree to pay the Shortfall Amount within three banking days of the due date for payment of the corresponding Negative Interest Amount (or on our demand).
- 26.6 We calculate Negative Interest on the credit balance on your Account each day based on the cleared balance on the Account in Euros, excluding cents, using the Negative Interest Rate that applies. We will add the Negative Interest each day and take the Negative Interest Amount from the Account each month (and the amount of money available in the Account will be reduced by that amount). We can decide to calculate or charge Negative Interest at intervals different to those set out in this clause.
- 26.7 Negative Interest Rate is variable. If a Negative Interest Rate applies to the account it will be a variable rate of interest. This means we may change a Negative Interest Rate to a rate that is more negative or less negative. We may also end a Negative Interest by changing the rate to 0% (if we do we will have a right to re-introduce a Negative Rate of Interest at any time in the future). If we change or end a Negative Interest Rate we will tell you of the change in a way that complies with law. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.

26.8 Interpretation. Nothing in the Terms and Conditions about Negative Interest shall be interpreted to oblige us to pay you interest on any debit balance (for example an overdraft) that may arise in the Account. Any reference to “interest” or “interest rate” or “rate of interest” in the Terms and Conditions includes a reference to a Negative Rate of Interest (unless the context indicates otherwise).

## **27.0 Different interest rates in different tiers of the same account (This Clause does not apply to the Third Level Current Account or Graduate Current Account)**

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

## **28.0 Limits on the money you can deposit (This clause does not apply to the Third Level Current Account or Graduate Current Account)**

- 28.1 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.
- 28.2 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.

- 28.3 We will only use this clause (concerning the Cap and limits on the money you can deposit) for a valid reason which we will set out in our notice to you about it. It will be at least one of these reasons:
- ▶ The cost to us of keeping your money in the Account including any cost that comes from law or regulation or from negative interest rates that we have to pay as a result of having your money on the Account.
  - ▶ To better enable us meet our liquidity requirements.
- 28.4 For the avoidance of doubt, nothing in this Clause shall be interpreted to entitle us to refuse the repayment by you of any debit balance on your Account.
- 28.5 We have the right to refuse to allow you to pay cash in certain denomination (for example coins) into your Account for a valid reason including security and the cost to us of processing money in small denominations.

## **29.0 Counting the total amount you deposit with us (This Clause does not apply to the Third Level Current Account or Graduate Current Account)**

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

# Golden Years Current Account Terms and Conditions

## **30.0 Your Golden Years Current Account**

- 30.1 We agree to provide you with a Golden Years Current Account (the "Account") in your name if you are 66 years of age or older and you apply to us for it.
- 30.2 Two people may have a Joint Account, if both people are 66 years of age or older and you apply to us for it.
- 30.3 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

## **31.0 Fees and Charges**

- 31.1 Your Account shall be exempt from fees for maintaining the Account. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of the Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **32.0 General Terms**

- 32.1 The Golden Years Current Account terms and conditions are in addition to the General and Personal Current Account terms and conditions.
- 32.2 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 32.3 If there is a difference between a Golden Years Current Account term or condition, and a General or a Personal Current Account term or condition, the Golden Years term or condition shall apply.

# Third Level Current Account Terms and Conditions

## **33.0 Who can apply for a Third Level Current Account?**

- 33.1 We offer the Third Level Current Account (the “Account”) to applicants who are currently engaged in any full-time third level educational course with a minimum duration of one year in a Post Leaving Certificate college or Higher Education Institution.
- 33.2 If you meet the conditions set out in Clauses 33.1, we may also ask that you give us satisfactory evidence that you are attending third level education on a full time basis with a minimum duration of one academic year.
- 33.3 You agree that you will no longer be entitled to the features specific to the Third Level Current Account on leaving full-time third level education.
- 33.4 You agree that you are only entitled to a Third Level Current Account for a limited period and on a once off basis. We are not obliged to offer you this account again if you have already held a Third Level Current Account previously.
- 33.5 You agree that on the date that you are no longer entitled to a Third Level Current Account, we will change your Account to our standard Personal Current Account and standard agreed overdraft (if you have one) or to another type of account (or agreed overdraft) that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.
- 33.6 You agree that if we do not enforce Clause 33.5 above or we delay enforcing it, it will not stop us from taking any action to enforce it in the future.
- 33.7 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

## **34.0 Fees and Charges**

- 34.1 Your Account shall be exempt from fees for maintaining the Account. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of this Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **35.0 General Terms**

- 35.1 The Third Level Current Account terms and conditions are in addition to the General and Personal Current Account terms and conditions.
- 35.2 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 35.3 If there is a difference between a Third Level Current Account term or condition, and a General or Personal Current Account term or condition, the Third Level Current Account term or condition shall apply.

# Graduate Current Account Terms and Conditions

## **36.0 Who can apply for a Graduate Current Account?**

- 36.1 We offer the Graduate Current Account (the "Account") to applicants who have graduated from full-time third level education within the last three years.
- 36.2 You agree that you will be entitled to the features specific to the Account for a period of two years only.
- 36.3 You agree that on the date that you are no longer entitled to a Graduate Current Account, we will change your Account to our standard Personal Current Account and standard agreed overdraft (if you have one) or to another type of account or agreed overdraft that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.
- 36.4 You agree that if we do not enforce the rights we set out in Clause 36.3 above or we delay enforcing it, it will not prevent us from taking any action to enforce it in the future.
- 36.5 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

## **37.0 Fees and Charges**

- 37.1 Your Account shall be exempt from fees for maintaining the Account. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of this Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **38.0 General Terms**

- 38.1 The Graduate Current Account terms and conditions are in addition to the General and Personal Current Account terms and conditions.
- 38.2 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 38.3 If there is a difference between the Graduate Current Account term or condition, and a General or Personal term or condition, the Graduate Current Account term or condition shall apply.

# Debit Card Terms and Conditions

## 39.0 Using your Card

- a. We agree to provide you a Card in your name for your sole use under these Debit Card terms and conditions which also explains how it works. These should be read in conjunction with the General terms and conditions, your Account terms and conditions and Schedule of Fees and Charges which also apply to your Card.
  - b. In order to use this Debit Card, it must be activated. You can do this by following the instructions we give you from time to time. Your Card belongs to us. The activation of the Debit Card we issue you is your acceptance of these Debit Card terms and conditions.
  - c. These terms and conditions (as amended from time to time) will continue to apply until they are terminated.
  - d. Where you use a Digital Debit Card, our terms and conditions for Digital Wallets will apply.
  - e. We will provide you with these terms and conditions at account opening. The most up to date version of the terms and conditions that apply to your Card can also always be found on the Bank's website at [bankofireland.com](http://bankofireland.com). You can also request a copy from us at any time free of charge.
- 39.1 You can use your Card with the PIN for cash withdrawal from your Account from any ATM or in our branches that provide cash services and for purchases and payments.
- 39.2 You may use your Card if all these conditions are met:
- (a) Your Card has not been deliberately altered or defaced in any way.
  - (b) The expiry date on your Card has not passed.
  - (c) There is sufficient funds from your Account to meet the payment.
  - (d) The limits which apply to the Card are not exceeded. (These limits may change from time to time and are available on request).
  - (e) You have not broken any of these terms and conditions, any of the terms and conditions of your Account and where you use a Digital Card, you have not broken any of the terms and conditions for Digital Wallets or any terms and conditions of a Digital Wallet provider; and
  - (f) The correct PIN or other Security Credentials are provided.
- 39.3 We set daily transaction limits for Card transactions, for example, cash withdrawals and using your Card for purchases. These limits may change from time to time and are available on request at any time. Some ATM providers apply their own limits to cash withdrawals from their ATMs particularly abroad.

These limits may be lower than the daily limit set by us.

- 39.4 If you provide incorrect information when making a Card transaction (for example, a reference number for a utility company), we are not responsible for any loss caused. We will make all reasonable efforts to recover your funds but we may charge you for any reasonable costs that we incur when doing that.
- 39.5 It is important that you make sure you have sufficient funds in your Account to cover any payments you make using the Card. If you do not, other payments from your Account may be returned unpaid.
- 39.6 If you have not used your Card in the last 12 months for a purchase or making an ATM cash withdrawal, we may not automatically reissue you with a Card at expiry. The reasons for this include your security and the cost to us of providing you with a Card that you may not use. If we don't renew your Card you can write to ask us for a new one setting out reasons why we should; and we will consider them fairly and reasonably.
- 39.7 If you get a new or replacement card from us, we also send the card details to Visa. They may forward the details to any online payment platform you are registered with and any digital wallet provider the card is registered with. They may also forward the details to relevant merchants so that any ongoing card payments you've set up on the card (for example TV streaming service subscriptions or toll road payments) can continue without interruption. It is not our responsibility if Visa or others have not updated the new card details, and your payments are interrupted as a result. To ensure your services are not interrupted you should notify relevant merchants when you get a new or replacement card. If you wish to opt out of this service, please contact us.

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

- 40.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 40.0. Where we allow you to store a Digital Debit Card in a Digital Wallet, you must protect that Digital Card and Digital Wallet or any computer or device on which they are stored in the same way as you would a physical Card. If you do not do so, you will be liable for any loss suffered as a result.
- 40.2 You should sign your Card as soon as you receive it.
- 40.3 You must keep the PIN or any other Security Credential secret, memorise it and take the greatest possible care to prevent anyone knowing it or using the Card fraudulently or without your permission. You should never write down your PIN in a place you also keep your Card or where it can easily be linked to your Card.
- 40.4 When making online transactions you may be required to provide additional Security Credentials through the 3D Secure service provider. If you use the 3D Secure service or other Security Credentials we or a Retailer ask for, you agree that we can conclude that the transaction was made by you.

- 40.5 You should always protect your Card (or a device on which you have registered a Digital Card) and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way.
- 40.6 If your Card (or a device on which you have registered a Digital Card) is lost or stolen or you think someone knows your PIN, or other Security Credentials, you must contact us immediately. You may advise us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com).
- 40.7 We may send Cards and/or PIN numbers to the correspondence address we have for you or we may provide them through Digital Banking. You must tell us immediately in writing if you change your correspondence address. If you change your correspondence address and do not tell us immediately there is a risk that Card and/or PIN may be intercepted which could result in fraud and loss to you.

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

- 41.1 When you carry out a cash withdrawal at an ATM or make a payment using your Card, we deduct the amount from your Account. You cannot stop a Card transaction.
- 41.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 41.3 When you use your Card for purchases, the balance (or any remaining balance of an agreed overdraft limit) on your Account will usually be reduced immediately by the amount of the transaction. The full details of the Card transaction will only appear on the regular Account statement or eStatement we provide to you after it has been fully processed by us. However, a record of the Card transaction generally appears immediately on Digital Banking and ATMs.
- 41.4 You should not use your Card to put your Account in overdraft unless you have agreed this in writing with us beforehand.

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

- 42.1 When using your Card for purchases in a retail outlet you may be asked to either enter your PIN or hold your Card against a Card reader depending on the payment terminal.
- 42.2 Chip and PIN transactions:
- (i) For transactions which require a Card to be inserted into the POS terminal you will be generally prompted to input your PIN into the POS terminal.
- 42.3 Contactless transactions:
- (i) This clause applies when the Card has been enabled by us to allow you to carry out Contactless transactions.
  - (ii) You can use the Card to make purchases for small amounts without using the Chip and PIN.
  - (iii) When using your Card for purchases using a Contactless Card reader you must place your Card against the reader in the retail outlet. The Card will

be detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert your Card and enter your PIN. Where a Digital Card is used to make a Contactless transaction you may be required to provide your Security Credentials to approve that payment.

- (iv) There is a limit on the value of each Contactless transaction set by the Visa Scheme. Details of this limit are available on our website at [bankofireland.com](http://bankofireland.com).

#### 42.4 Cardholder not present transactions:

- (i) You may carry out a Card transaction when you are not in the presence of a Retailer (for using your Card for purchases when you are on the telephone or internet). This is called a “Cardholder not present transaction” and the Retailer may record the following details:
  - (a) Your Card number, Card validation (last three digits on the back of your Card) and Card expiry date.
  - (b) Your name, address and telephone number.
  - (c) The address to which goods or services should be delivered.
  - (d) The amount charged, date and time.
- (ii) You may be required to provide Security Credentials (such as 3D Secure Passcode or a response to a push notification if you have a Digital Security Key) in order to complete an online transaction. You may not be able to use your Card for Cardholder not present transactions if the Retailer does not support the use of Security Credentials for Card payments. In addition, we may not be able to process such transactions where the Retailer does not support the required payment security technology or standards. You may not be able to use your Card for Cardholder not present transactions unless your Account linked to your Card is registered for Digital Banking.

#### 42.5 Retailers in general:

- (i) If we authorise a payment for you to a Retailer in a Cardholder not present transaction this will immediately reduce the available balance in your Account (including any agreed overdraft if you have one) by the payment amount;
- (ii) Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available balance on your Account for a period of time as set out in Clause 42.5 (i) above.

42.6 To protect you against fraud, we sometimes issue a “referral” message to the Retailer requiring them to verify that it is you using the Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.

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

- 42.8 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.
- 42.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 42.10 We have no obligation to you or the Retailer concerning goods or services provided. You should contact the Retailer if you have any query or dispute about the goods or service they provide.
- 42.11 If a Retailer refuses to accept or honour your Debit Card or the Retailer makes an error in the transaction or processing it, for example, debiting funds from your Account in error, we are not liable.

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

- 43.1 You must tell us immediately if your Card (or a device on which you have registered a Digital Card) is lost or stolen, if you suspect your Card has been used without your permission or if your PIN, 3D Secure Passcode or other Security Credentials becomes known or is in possession of someone else. You must inform us by calling us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com). We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the Card again.
- 43.2 You can limit your own losses if you tell us immediately when your Card (or a device on which you have registered a Digital Card) has been lost, stolen or has been used without your permission. The same applies if you believe someone else knows your PIN, 3D Secure service or other Security Credentials.
- 43.3 Unless you have advised us otherwise if a transaction is made using your Card with the PIN, the Card reader in a Contactless transaction or the 3D Secure service, you agree that we can conclude that the transaction was made by you.
- 43.4 You should check your statement or eStatement we provide to you and contact us without delay if you think there is any unauthorised or incorrectly executed transaction on your Account. If you are registered with Digital banking we recommend you check your Account transactions regularly and report any disputed transactions, errors or omissions to us without delay. Delay means we may not be able to compensate you for any loss you may have suffered as a result of disputed or unauthorised transactions.

### **44.0 Fees, charges and foreign currency transactions**

- 44.1 We charge to your Account any fees, charges and Government Duty that apply to your Card. Full details of fees and charges are set out in our Schedule of Fees and Charges. You can get a copy of this from our branches or on our website [bankofireland.com](http://bankofireland.com).
- 44.2 We may change our fees and charges for a valid reason, for example for one set out in Clause 5.2, by giving you notice and we will notify you in a way allowed for in the General Conditions and by law regulation.

- 44.3 If you carry out a non-euro transaction for example, using your Card for purchases in a foreign currency, it is converted into euro at an exchange rate set by us (in the case of some ATM cash transactions) or as determined by the Visa Scheme.
- (i) A cross border handling fee is payable for using a Card for purchases in a foreign currency and ATM transactions. However we do not apply a cross border handling fee at our ATMs for non euro cash withdrawals.
  - (ii) The cross border handling fee is distinct from commission we may charge as set out in Clause 44.4.
- 44.4 At some of our ATMs we allow you to make a cash withdrawal in a non-euro currency. We may charge commission on non euro including cash withdrawals carried out at our ATMs. We do not charge commission for cash withdrawals when you withdraw Sterling from our own ATMs in Northern Ireland.
- 44.5 If you use your Card to make a non-euro cash withdrawal or make a non-euro payment in a country in the European Economic Area (EEA) we will send you an electronic message. The message will contain information relating to the transaction including the cost of the currency conversion as a percentage mark-up against the European Central Bank ("ECB") rate on the date of the transaction. In certain cases due to the way some transactions are processed by the Scheme the information in the message will not correspond with the amount actually debited from your Account. You will receive the electronic message once every calendar month in which you make a cash withdrawal or payment in the non-euro EEA currency. If we hold a valid mobile phone number for you, we will send the electronic message as an SMS, otherwise if we hold a valid email for you we will send you an email. You can contact us if you do not want to receive these electronic messages. You will not receive these electronic messages if you instruct an ATM provider or the payee to debit your account in euro. This is because you will be instructing the ATM provider or the payee to carry out the currency conversion and they will then apply their own currency conversion exchange rate and charges. For more information on these notifications please visit [boi.com/CBPR](http://boi.com/CBPR).

## **45.0 General Terms**

- 45.1 The Debit Card terms and conditions are in addition to the General terms and conditions and your Account terms and conditions.
- 45.2 Words and phrases which are defined in the General term and conditions and your Account terms and conditions have the same meaning when used above.
- 45.3 If there is a difference between the Debit Card term or condition and a General term or condition or an Account term or condition, the Debit Card term or condition shall apply.

# Distance Marketing Information

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

### About us

We are the Governor and Company of the Bank of Ireland also known as Bank of Ireland. The Bank's Registered Office is at 2 College Green, Dublin, D02 VR66. The registered number of Bank of Ireland in the Companies' Office is C-1 and the Bank's VAT number is IE8Y42002P. The Bank is licensed under the Central Bank Act 1971. If you wish to contact the Bank in connection with the Account, please write to the Bank of Ireland branch where you opened the Account or our Head Office (and we will send your letter to the correct branch).

### Description of Financial Service

The financial service being supplied is a personal current account. The account may be used as set out in the Personal Current Account Terms and Conditions (as may be amended in future) and these will apply until the account is closed.

### Minimum Duration

The agreement can last for a particular period of time (or term) or it can be for an indefinite period. The terms and conditions of your Account will set out what applies.

### Fees and Charges

We charge for certain services on the current account. These charges are set out in the “Schedule of Fees and Charges for Personal Customers” (the “Schedule of Fees and Charges”). We take payment of fees and charges from the account. We reserve the right to change the fees and charges under the Personal Current Account Terms and Conditions. The Bank is legally obliged to collect certain duties on behalf of the Government each year, including duty on cheques and cards and, if these services relate to your account and are used by you. The present amount of Government Stamp Duty is included in the Schedule of Fees and Charges (the Government has the power to vary the amount of Stamp Duty at any time).

## Your Right to Cancel

Under the DMD Regulations, you may cancel your current account contract within 14 days of opening it by writing to your account opening branch. Any money in the account will be returned to you but if your account is overdrawn, you will have to repay us the overdraft amount and any interest accrued on any overdraft before we close your account. We do not charge you for closing the account and cancelling the contract but we are entitled to be paid or to retain fees and charges due for:

- (i) services provided by us under the Personal Current Account Terms and Conditions; and
- (ii) any Government Stamp Duty you owe.

If you do not cancel your contract under the DMD Regulations, your contract with us will continue until you (or we) close the account.

## Early Termination

You can close the account at any time in the manner set out in the Personal Current Account Terms and Conditions. The terms and conditions also set out when the Bank can close the account (for example, by notice to you or immediately where you breach the Personal Current Account Terms and Conditions).

## Governing Law and Language

The account will be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the account. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland. The English language is and will be used for the purpose of interpreting the Terms and Conditions of the Account and for this and all communication in connection with the Account.

## Compensation Scheme

The Deposit Guarantee Scheme administered by the Central Bank of Ireland applies to eligible deposits held in Bank of Ireland. The maximum amount payable is 100% of all deposits held by one depositor subject to a maximum compensation of €100,000. Further details are available at any branch of Bank of Ireland. The Investor Compensation Scheme administered by the Investor Compensation Company Limited applies in respect of money or instruments owed by the Bank to customers in connection with investment services. The maximum amount investors can claim is 90% of their financial loss certified by the Administrator up to a maximum compensation of €20,000 per investor.

Bank of Ireland is regulated by the Central Bank of Ireland.  
4-790R.25 (08/25) (A)





**Bank of  
Ireland**

# **Terms and Conditions**

**General**

**Personal Current Account**

**Standard Personal Current Account**

**Golden Years Current Account**

**Third Level Current Account**

**Graduate Current Account**

**Debit Card**

**Effective from 14 September 2026**



# What forms our Agreement?

The table below sets out the terms and conditions that apply to you based on the type of current account you hold and whether you have a debit card.

	General Terms and Conditions Page 8	Personal Current Account Terms and Conditions Page 21	Standard Personal Current Account Terms and Conditions Page 43	Golden Years Current Account Terms and Conditions Page 44	Third Level Current Account Terms and Conditions Page 45	Graduate Current Account Terms and Conditions Page 46	Debit Card Terms and Conditions Page 47
Personal Current Account Customers without debit card	✓	✓	✓				
Personal Current Account Customers with debit card	✓	✓	✓				✓
Golden Years Current Account Customers without debit card	✓	✓		✓			
Golden Years Current Account Customers with debit card	✓	✓		✓			✓
Third Level Current Account Customers without debit card	✓	✓			✓		
Third Level Current Account Customers with debit card	✓	✓			✓		✓
Graduate Current Account Customers without debit card	✓	✓				✓	
Graduate Current Account Customers with debit card	✓	✓				✓	✓

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

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

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

## Explanatory Notes:

- ▶ If your account is overdrawn, you will have to pay us interest until you clear the overdraft. That is so whether you have agreed an overdraft with us, or it is an unauthorised overdraft.
- ▶ If you have an overdraft with us, even an agreed overdraft, it is repayable on demand. This means you must repay your overdraft to us if we ask you to do that at any time. (This is a traditional part of an overdraft agreement in Ireland and other countries which not all customers may be aware of).
- ▶ If money is paid into your account by mistake, we can correct that by taking it out again. We don't need to tell you in advance.
- ▶ You may need to use a BIC and IBAN, account number, Name, and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.
- ▶ We have cut-off times that can be important if you are planning a transaction on your account in the afternoon or evening. You can find out about them in the terms and conditions and at **bankofireland.com**. If you receive a SEPA Instant payment to your account, cut-off times do not apply.
- ▶ If you have a joint account, you are both (or all) equally liable to us for anything that we are owed on the account. One of you will be able to give us an instruction on the account without getting permission from the other person (or other people). We can send notices and letters to just one of you and the terms and conditions say that's enough to notify both (or all) of you.
- ▶ If you break the terms and conditions and that causes us a loss, you may have to compensate us.

- ▶ We can close your account if you have less than €10 in it and you don't use it for 12 months.
- ▶ You must be very careful when you pay cheques or similar paper payments to your account. We may show you the amount of a cheque lodged (paid in) to your account before it has been cleared. This does not mean the money paid to you in the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.
- ▶ If you make a cheque lodgement (pay in a cheque) that does not name you as the payee (person to be paid) there is a risk we will suffer a loss and you will have to compensate us.
- ▶ If you make a cheque lodgement (pay in a cheque) that is not in Euro and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.
- ▶ We can pay a post-dated cheque before the date you write on the cheque.
- ▶ If you pay money into your account through An Post on a Saturday or other time when we aren't open, we mightn't be able to up-date your account until the next day we open.
- ▶ We can apply negative interest to money in your account which means you pay us interest. This is because we need to be able to deal with market conditions that sometimes arise where we must pay negative interest to the European Central Bank or another organisation. We can also cap (limit) the amount of money you can have in your account to help us deal with such market conditions. We will always tell you beforehand before we apply negative interest.

# What's in this brochure

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**General Terms and Conditions** [Page 8](#)

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- 2.0 Incorrect, Disputed or Unauthorised Transactions
- 3.0 Joint and Several Liability
- 4.0 Identification
- 5.0 Changes to these Terms and Conditions, Fees and Charges
- 6.0 Losses and Expenses Caused by Breaking Contract
- 7.0 Unenforceable Clause, Waiver and Reading this Document
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**Personal Current Account Terms and Conditions** [Page 21](#)

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- 16.0 Cheques written by you
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- 19.0 Third-Party Providers
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- 26.0 Negative Interest on the money you have on deposit on your Account
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Terms and Conditions** Page 43

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**Third Level Current Account  
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- 36.0 Who can apply for a Third Level Current Account?
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- 42.0 Using your Card
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# Key Product Information and Features

	PCA Standard current account	Third Level current account	Graduate current account	Golden Years current account
To be eligible to apply you must be:	18 years or older  Resident in the Republic of Ireland or moving to the Republic of Ireland in the next 45 days.	18 years or older  Resident in the Republic of Ireland or moving to the Republic of Ireland in the next 45 days.  A full-time 3rd level student or in a CAO-recognised postgrad course	18 years or older  Resident in the Republic of Ireland or moving to the Republic of Ireland in the next 45 days.  Graduated from a 3rd level or postgrad course within the last 3 years	66 years or older  Resident in the Republic of Ireland or moving to the Republic of Ireland in the next 45 days.
Digital Banking Access	Yes	Yes	Yes	Yes
Debit Card	Yes	Yes	Yes	Yes
Overdraft (*)	Yes	No	Yes	Yes
Can a direct debit or standing order be set up?	Yes	Yes	Yes	Yes
Chequebook	Yes	No	No	Yes
Zippay	Yes	Yes	Yes	Yes
Open Banking	Yes	Yes	Yes	Yes
Monthly fee for maintaining the account	Yes	No	No	No
Is a Joint Account available?	Yes (both must be over 18)	No	No	Yes (both must be over 66)
Covered by Deposit Guarantee Scheme	Yes – up to €100,000 per personx	Yes – up to €100,000	Yes – up to €100,000	Yes – up to €100,000 per person

\*Lending criteria and terms and conditions apply.

# General Terms and Conditions

## Applicable to your Account and Debit Card

### 1.0 Definitions of Terms used in this Document

Some explanations of common terms used throughout these terms and conditions:

- 1.1 **“Account”** means the personal current account (including any overdraft) in your name that you hold with us.
- 1.2 **“Account Information Service Provider”** or **“AISP”** means a Third-Party Provider that provides a service to allow you to see information in one place about payment accounts you hold with payment services providers, for example, your Account with us if it is an Online Payment Account.
- 1.3 **“Account transaction”** refers to the payment of money into or out of your Account, for example, cash lodgements and withdrawals, direct debits, standing order debits, cheque lodgements, writing cheques, account transfers; and includes any Account transaction initiated through a TPP or anyone else on your behalf.
- 1.4 **“Agreed overdraft”** means we have agreed in writing with you that you can have an overdraft on your Account up to a certain amount which we call the **“agreed overdraft limit”** in these terms and conditions.
- 1.5 **“ATM”** means an automated teller or cash machine.
- 1.6 **“Banking day”** means any day on which we are open for business in Ireland other than a Saturday, Sunday or bank holiday; and **“non-banking day”** means any other day.
- 1.7 **“Bank of Ireland Mobile Banking”** means our online system that allows you to access and use some of our services using a Bank of Ireland App.
- 1.8 **“Card”** or **“Debit Card”** means the Debit Card, personal to you, that we give you to allow you to make payment transactions on your Account. Where relevant, Card or Debit Card also includes a digital or electronic version of a Card which may be registered in a Digital Wallet on a supported computer or device and/or registered with Click to Pay.
- 1.9 **“Card Based Payment Instrument Issuer”** or **“CBPII”** means a Third-Party Provider that requests us to confirm if money is available in your Online Payment Accounts to fund a payment you want to make using a Card.
- 1.10 **“Cash-back”** means the option available from certain Retailers where in addition to the purchase of goods or services you can make a cash withdrawal by way of cash-back up to €100.

- 1.11 **“Cash Service Point”** means an account service point, other than a branch or Services Outlet, that may be made available to fulfill any obligations we have under the Finance (Provision of Access to Cash Infrastructure) Act 2025 (as amended), and where you can avail of the following services only:
- a. Cash lodgments in Euro to your Account using your Debit Card; and
  - b. Cash withdrawals in Euro from your Account using your Debit Card, and where in-person assistance will be available.
- 1.12 **“Chip”** means an integrated circuit embedded in the Card.
- 1.13 **“Click to Pay”** means the secure and easy method for eligible cardholders to use a Card online with participating retailers and businesses. It allows you to use your Card for online transactions without needing to type in your full Card details each time. References to Digital Card or Digital Debit Card in these terms and conditions include Click to Pay registered cards.
- 1.14 **“Contactless”** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card (or a device on which you have registered a Digital Card) is held close to the Card reader rather than inserted into a POS terminal.
- 1.15 **“Cut-off time”** means the latest time in any banking day that we can process a particular account transaction, request or instruction on that banking day.
- 1.16 **“Debit Card transaction”** means an electronic payment using a Card for the purchase of goods or services, which can include payment for Cash-back, by you.
- 1.17 **“Digital Banking”** (a) means our present and future online banking services which can be accessed through 365 Online, Bank of Ireland Mobile Banking, and services available on [bankofireland.com](https://www.bankofireland.com); and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or [bankofireland.com](https://www.bankofireland.com) where that makes sense.
- 1.18 **“Digital Card”** or **“Digital Debit Card”** means a digital or electronic version of a Card or Debit Card which may be registered in a Digital Wallet on a compatible computer or device and/or registered with Click to Pay.
- 1.19 **“Digital Wallet”** means an electronic payment service that allows you to store a digital version of your Card on a computer or device and make payments using that Digital Card. Digital Wallets may be operated by third-party Digital Wallet providers and are available on supported devices.
- 1.20 **“Digital Security Key”** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 1.21 **“eStatement”** means any document or statement provided or made available in electronic form.
- 1.22 **“Interest quarter”** means a three month period that we use to calculate interest we charge.
- 1.23 **“Instruction”** means any instruction or consent you or anyone else on your behalf (for example a TPP) gives us to pay money into or from your Account, or to carry out another service.

- 1.24 **“Joint Account”** means an Account (including any overdraft) opened in more than one name.
- 1.25 **“Joint Account Holders”** means the persons in whose name the Joint Account is opened.
- 1.26 **“Name”** means the name of a Payee. For a natural person (a human being) this will be the name and surname, and for a legal person (for example, a company or business), the commercial or legal name.
- 1.27 **“Negative Interest”, “Negative Rate” and “Negative Rate of Interest”** and any similar expression each means a rate of interest that is less than 0% per annum, such that you pay interest to us.
- 1.28 **“Online Payment Account”** means a Payment Account which someone can access or use through Digital Banking.
- 1.29 **“Overdraft”** means you have taken more money from your Account than you have in it and can also mean the amount of money which you owe us as a result of doing that. The words **“overdraw”, “overdrawn” and “overdrawing”** refer to an overdraft.
- 1.30 **“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.
- 1.31 **“Payee”** means a person or business who you want to pay money to.
- 1.32 **“Payer”** means a person who makes a payment.
- 1.33 **“Payment Account”** means an account that is of a type that we list as a payment account on [bankofireland.com](http://bankofireland.com).
- 1.34 **“Payment Initiation Service Provider” or “PISP”** means a Third-Party Provider that provides a service in which the PISP gives instructions to us on your behalf to carry out an Account transaction on your Online Payment Account where payments can be made using Digital Banking.
- 1.35 **“Payment Instrument”** means a Card, number, code, electronic profile or other thing personal to you that we give you to allow you make an Account transaction.
- 1.36 **“Person”** includes a human being, corporation, partnership or organisation.
- 1.37 **“PIN”** means a personal identification number that you use with your Debit Card.
- 1.38 **“Physical Security Key”** means a small hand held physical device that can generate security codes for use in Digital Banking and be used as a Security Credential.
- 1.39 **“POS terminal”** means an electronic device which can accept Debit Card transactions.
- 1.40 **“Retailer”** means a business that allows you to pay for goods or services using a Debit Card.
- 1.41 **“Sanctions”** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.

- 1.42 **“Sanctions Authority”** means any person that is:
- The United States of America;
  - The United Nations Security Council;
  - The European Union;
  - The United Kingdom; or
  - 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.
- 1.43 **“Sanctioned Country”** means any country or other territory subject to a country-wide export, import, financial or investment embargo under any Sanctions (as defined and construed by the relevant Sanctions Authority). A full up-to-date list of sanctioned countries can be found on our website at [bankofireland.com/sanctions](http://bankofireland.com/sanctions).
- 1.44 **“Sanctioned Person”** means any person that is:
- Listed on, or majority owned or controlled by a person listed on, a Sanctions List;
  - A government of a Sanctioned Country;
  - An agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; or
  - Resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country.
- 1.45 **“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.
- 1.46 **“Schedule of Fees and Charges”** means the **“Schedule of Fees and Charges for Personal Customers”** that we give you when you open your Account; and any changes to it; and any replacements of it. An up-to-date version of this brochure is available from any of our branches and online at [bankofireland.com](http://bankofireland.com).
- 1.47 **“Security Credentials”** means the personalised security features we require you to use now or in future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise transactions on your Account. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode, passcode, security number or code (including those generated by a Physical Security Key), a response to a Push Notification, your Registered Device, your fingerprint or other distinctive personal characteristics, or any combination of these features or other ones we require now or in future.
- 1.48 **“SEPA”** means the Single Euro Payment Area details of which are available at [bankofireland.com](http://bankofireland.com).

- 1.49 **“SEPA Credit Transfer”** means a non-urgent Euro payment made within the SEPA Zone and which is subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules. It may also be referred to as a **“SEPA Payment”**.
- 1.50 **“SEPA Direct Debit”** means a Direct Debit which is subject to the SEPA Direct Debit Rules, under which payments in euro are made from the Account to another account within SEPA.
- 1.51 **“SEPA Instant Credit Transfer”** means a Euro payment made within the SEPA Zone which when executed, (and if successful) is credited to the Payee within ten seconds, 24 hours a day and on any calendar day and which is subject to the SEPA Instant Credit Transfer Scheme Rules. It may also be referred to as an **“Instant Payment”** or a **“SEPA Instant Payment”**.
- 1.52 **“SEPA Zone”** means the member countries of SEPA, details of which are available on Bank of Ireland website at [bankofireland.com](http://bankofireland.com).
- 1.53 **“Third-Party Provider”** or **“TPP”** means a third-party provider that is authorised to provide certain services to you or someone else that concerns the account such as payment services or accessing information, for example an AISP, a PISP or a CBPII.
- 1.54 **“Unauthorised overdraft”** means where your Account is overdrawn in excess of an agreed overdraft or (where there is no agreed overdraft) any overdraft on your account.
- 1.55 **“Verification of Payee”** is a service we provide to check the Name of an intended Payee against the IBAN provided with an instruction for a SEPA Credit Transfer or SEPA Instant Credit Transfer. This service is described in more detail in clause 23.0.
- 1.56 **“Visa Scheme”** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.57 **“We”, “Us”** and **“Our”** means The Governor and Company of the Bank of Ireland, having its Head Office at Baggot Plaza, 27-33 Upper Baggot St., Dublin, D04 VX58, Ireland, and its successors, and legal or equitable transferees or assignees. The word **“Bank”** means the same thing.
- 1.58 **“You”** and **“Your(s)”** (a) means the person(s) in whose name(s) the Account is opened or the person(s) whose name(s) appears on the Debit Card; and (b) includes you acting on your own and through anyone else you authorise to act on your behalf, for example, a TPP. If you have a Joint Account, references in these terms and conditions to **“you”** and **“your”** include both the Joint Account Holders, together and separately.
- 1.59 **“3D Secure”** means a system used as an added layer of security for Debit Card transactions. Examples include, Visa Secure and Mastercard® SecureCode™. For more information about our 3D Secure service, please see our Frequently Asked Questions at [bankofireland.com](http://bankofireland.com).
- 1.60 **“3D Secure Passcode”** means your one-time passcode sent to your mobile phone by text message (SMS) or generated by you using a Physical Security Key for use on 3D Secure which you may need to complete a purchase using your Card.

- 1.61 “365 Online” means our internet banking services accessed via a web browser.  
1.62 “365 Phone” means our telephone banking service.

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

- 2.1 If you instruct us to make a payment to a payee who we suspect to be acting illegally or fraudulently:
- We may delay the payment;
  - We may contact you and ask you to carry out checks to make sure the payee is genuine;
  - We may block the payment, even after you have made your own checks, if we continue to have reason to believe the payee is not genuine.
- 2.2 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment(s).
- 2.3 You must tell us about any transaction that was not:
- Authorised by you or on your behalf (for example, was not authorised by you through a TPP); or
  - Done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us for free of using the Freephone number listed on our website [bankofireland.com](http://bankofireland.com).
- 2.4 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.5 If payment is made from your Account that was not authorised by you or on your behalf, (for example, through a TPP), we will, subject to Clauses 2.6 and 2.7, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, we will be entitled to recover it from your Account without further reference to you.
- 2.6 If any unauthorised payments came about because a Payment Instrument (for example, your Card (or a device on which you have registered a Digital Card), number or code) was lost, stolen or misappropriated, and this is reported to us as soon as possible after you become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the Payment Instrument was not detectable to you, then you will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 2.7 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud by you, or because you failed intentionally, or by

behaving with gross negligence, to fulfil your obligations under these terms and conditions.

- 2.8 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the transaction had not happened.
- 2.9 We will not be responsible for any losses caused if we make a payment which was initiated by you or on your behalf (for example, through a TPP), that contained an incorrect Account Number and Sort code (or IBAN and BIC) supplied by you or someone else, for example, a TPP and where we have carried out the Verification of Payee services as required for SEPA Credit Transfers and SEPA Instant Credit Transfers. We will make every reasonable effort to get back any money involved in the transaction for you. We may charge you for any reasonable costs that we have to pay in getting this money back for you.
- 2.10 We will not be responsible for any loss caused if we can show that:
- a. a payment was made by us and received by the payee's bank within the time set out in these terms and conditions; or
  - b. the payment is not possible or delayed due to a regulatory or other legal reason.
- 2.11 If we suspect or detect any fraud or unauthorised activity on your Account, we will advise you by phone call, SMS message or email as appropriate, unless doing so would break the law. If we deem it necessary, we may block your Account and will advise you of the block and how it may be removed.
- 2.12 We may refuse to process an instruction from a TPP to make an Account transaction or a request from a TPP to provide information where we know, or have reasonable grounds to suspect:
- a. that you have not authorised a TPP to give the instruction; or
  - b. that the instruction from the TPP may be fraudulent or given by mistake.
- If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.
- 2.13 We record the instruction you and any TPP give us. If there is a dispute between you and us, or you and a TPP, concerning the Account or the Card, we may give our records as evidence of dealings in relation to your Account or the Card in any way that the law allows for.
- 2.14 You should contact a TPP directly if you have any queries or complaints regarding the services they provide you.
- 2.15 You agree to cooperate with us and give us information we ask for if you have a complaint about your Account or the Card and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.

### **3.0 Joint and Several Liability**

Where the Account is a Joint Account, the following apply:

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

### **4.0 Identification**

- 4.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information whenever we need it to fulfil these duties:
  - a. Proof of your identity and your address;
  - b. How you got the money that you wish to pay into your Account; and
  - c. Facts about the person, business or group to whom you wish to pay money from your Account.
- 4.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity, for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.
- 4.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):
  - a. Against fraud, money laundering or terrorism; or

- b. Concerning financial and other sanctions against people, organisations or states.

For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else that results from our following any such law or taking action, we consider reasonably appropriate to comply with it.

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

- 5.1 We may for a valid reason at any time:
  - a. Change these terms and conditions including adding to them;
  - b. Add new fees and charges or change existing fees and charges; or
  - c. Change any facility on your Card.
- 5.2 Here are examples of valid reasons for us to make any such change:
  - a. To better comply with a law, regulation or other legal duty;
  - b. To reflect a change in the law, code of practice, or a decision or recommendation by a court, ombudsman or regulator;
  - c. To improve the services we provide customers;
  - d. To remove (or change) a service if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;
  - e. To introduce (or change) a fee or charge to ensure a service is cost effective or sustainable for us or makes a reasonable profit or provides a reasonable return on investment or equity;
  - f. To reflect changes in our business model, or the way we do business;
  - g. To reflect changes in technology or in our systems;
  - h. For a reason that is related to any of the previous ones.
- 5.3 We will tell you in advance before we make any change of a type set out in this clause. We will give you a valid reason for any such change.
- 5.4 The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate.
- 5.5 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and close your Account but first you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account.
- 5.6 If you do not ask us to end this contract in the way set out above, you are deemed to accept the changes which we tell you about under this clause on their effective date.

## **6.0 Losses and Expenses Caused by Breaking Contract**

6.1 If you break these terms and conditions, and that causes us to suffer any loss or have any expense, you will compensate us in full if we ask you.

## **7.0 Unenforceable Clause, Waiver and Reading this Document**

7.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.

7.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.

7.3 In these terms and conditions, we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.

7.4 Words and phrases defined in the Terms and Conditions are not case sensitive and have the same meaning regardless of whether an initial letter in a word is in uppercase (a capital) or lowercase.

7.5 The index, explanatory notes, and headings used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.

7.6 When a person performs a transaction on your behalf in relation to your Account, these terms and conditions will apply just as if you had performed the transaction yourself. Each reference to “you” in these terms and conditions should be read as such.

7.7 Any reference to “write”, “writing”, “written”, any other form of the verb to write (or to something that can be read) includes the following:

- a. An electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and
- b. Any email, SMS (text message to a mobile phone), pop up on our app, facsimile or other electronic communication where you have given us contact details for any such means of communication.

7.8 A reference to “money available” in an Account includes money available by overdraft where that is so.

7.9 Any reference to Consumer credit law is to the law, regulations and statutory codes which govern any overdraft that you have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.

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

- a. Takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our “Part 4 Liabilities”); or
- b. Excludes or restricts any of our Part 4 Liabilities. Nothing in these terms

and conditions is to be interpreted to exclude or restrict any of our Part 4 Liabilities.

Here are examples of our Part 4 Liabilities:

- a. Our duty to supply a service in conformity with a contract under which we supply a service to you which includes meeting the tests for subjective and objective conformity set out in Part 4 of the Act;
  - b. Our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; and
  - c. Our duty to charge a reasonable price for a service where a contract between you and us does not set one out.
- 7.11 A reference to the singular includes a reference to the plural and vice versa, where this makes sense. For example, “person” can mean “persons”, and “persons” can mean “a person”.
- 7.12 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation.
- 7.13 Nothing in these terms and conditions will be interpreted to prevent you from repaying an overdraft or a debit balance on the Account (a debit balance shows how much a customer owes us).

## **8.0 Making a Complaint**

- 8.1 We're committed to providing you with excellent service at all times and hope we do not give you grounds to complain. However, if you wish to make a complaint, you may do so in a number of ways. You can call or write to us, avail of our online complaints form and advise our branch teams. Our website [bankofireland.com/help-centre/customer-complaints-process](https://bankofireland.com/help-centre/customer-complaints-process) provides further details about these channels and our complaints process.
- 8.2 If we cannot resolve your complaint within five working days, we will respond to your complaint in writing or if we hold an email address or mobile contact details for you, you agree we may respond by email or another durable medium.
- 8.3 If you are not satisfied with our response, you can refer the matter to the Financial Services and Pensions Ombudsman by writing to them at The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. You can find more information on how to access their resolution process by visiting their website at [fspoi.ie](https://fspoi.ie).

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

- 9.1 You may ask us to close your Account at any time with immediate effect or by a future date you choose. If you do, these terms and conditions will come to an end once both:
- a. We have paid you any balance on your Account; and
  - b. You have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, fees, charges and Government Duty).

- 9.2 We may end these terms and conditions and close your Account by giving you two months' notice.
- 9.3 We will comply with consumer credit law if we stop any overdraft facility when we close your Account.
- 9.4 We may close your Account immediately or block any payments from it if:
- You die or lose contractual capacity;
  - You are declared bankrupt or insolvent (under Irish or other law);
  - You seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise;
  - You have failed security checks;
  - We have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;
  - You fail to provide us with the documentation or information referred to in 4.1 whenever we require it to fulfil our legal and regulatory obligations.
  - We are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - 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
  - You have breached these terms and conditions in such a way that we know or reasonably believe it is appropriate (in your interest or ours) to close or block your account immediately.
- 9.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 9.4. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 9.4. We will tell you how the block on your Account can be removed (if it can be).
- 9.6 ***We don't promise to provide an ATM at a particular place or to be available at a particular time.*** The times when ATMs are available can vary from place to place and at different times. Sometimes, an ATM can go out of service, for example because all the money in it has been withdrawn or because of breakdown. In such cases we will restore the ATM service within a reasonable time.
- 9.7 ***We aren't liable for interruptions beyond our reasonable control.*** We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example, act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

## 10.0 Law & Language

- 10.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about

or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.

- 10.2 The English language is and will be used for the purpose of interpreting these terms and conditions of the Account and for all communication in connection with the Account and your Card.
- 10.3 Any references to law or taxation in these terms and conditions are accurate on the print date and should be read to reflect later changes in the law or taxation.

# Personal Current Account Terms and Conditions

## 11.0 Your Personal Current Account

- 11.1 We agree to provide you with a Personal Current Account in your name.
- 11.2 These terms and conditions apply to your Account and tell you how it works.
- 11.3 These also apply to your Account:
  - a. The Schedule of Fees and Charges;
  - b. The contents of documents we give you to make account transactions, for example, lodgement dockets and chequebooks.
- 11.4 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.
- 11.5 You may not use your Account for business or for a charity, club, society or other organisation.
- 11.6 We have the right not to allow a payer (other than you) pay cash or a paper payment over the counter of a branch of ours into your Account. For example, if someone wants to pay a sum into your Account on a regular basis, we may ask them to set up a standing order or use our Digital Banking or phone services (if they bank with us) or similar services provided by their own bank (if they bank elsewhere).
- 11.7 The operation of your Account is also subject to general law and regulation, including but not limited to:
  - a. Banking and payments regulation;
  - b. Anti-money laundering and terrorist financing regulation;
  - c. Data protection regulation; andwe may suspend the operation of your Account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your Account, or stopped any transaction.
- 11.8 Where your Account is available online, you agree that:
  - a. We may set up Digital Banking for your Account and create a profile for you on Digital Banking;
  - b. We may require you to take additional steps before you can access Digital Banking for your Account which we will let you know about when you apply for your Account;
  - c. When you access Digital Banking our Digital Banking terms and conditions will apply and that they form part of our agreement with you about your Account.

## 12.0 Operating your Account

- 12.1 You must keep your Account in credit unless you already have an agreed overdraft limit. If your Account is overdrawn for any reason, you must repay the overdraft to us on our demand.
- 12.2 You must always ensure that you have enough in your Account to complete an account transaction, for example:
- a. Cash withdrawal at an ATM;
  - b. Using a Debit Card, for example, using a Debit Card for purchases in euro or a foreign currency;
  - c. Writing a cheque;
  - d. Making a payment using a telephone or the internet, for example a credit transfer;
  - e. If a standing order or direct debit is due to be paid;
  - f. When you are due to pay interest and fees;
  - g. You want to make an Account transaction online; or
  - h. You want to make an Account transaction that is initiated through a PISP.
- 12.3 If you have an agreed overdraft, you can use it to make Account transactions. However, you cannot use the value of a paper payment (for example, a cheque) lodged to your Account until it is cleared (see Clause 14 for more detail).
- 12.4 We may refuse to pay money from your Account if this would cause it to become overdrawn or to go over an agreed overdraft limit (where there is one). We do not have to tell you of this refusal beforehand.
- 12.5 Sometimes, we may allow you to pay money from your Account even where that causes your Account to go into an unauthorised overdraft. No matter how often we allow you do this, we may refuse to allow it on any other occasion.
- 12.6 If your Account goes overdrawn, we will charge you the interest which we describe in the clause below about overdrafts or in the Schedule of Fees and Charges.
- 12.7 We may allow you to submit certain servicing requests digitally through our website or Digital Banking. You may need to use your Security Credentials to complete these requests.
- 12.8 You must not use the Account in any way which would breach any Sanctions. You must not authorise or knowingly permit any person to use the Account in any way which would breach any 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 Sanctioned Country;
  - d. To take in a payment of money where some or all of it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or Sanctioned Country; or

- e. In a way that indirectly involves anything that is mentioned in the previous examples.
- 12.9 You must tell us immediately if you change your postal address, email address, or phone number. Failure to update your contact details will mean that we will not be able to send you important information such as information that is necessary to keep your account safe, changes to your account, and changes to your account subtype.

### **13.0 Lodging Paper Payments (for example, cheque lodgements) to your Account**

- 13.1 You should only lodge a paper payment (for example, make a cheque lodgement) that is payable to you, to your Account. If we allow you to lodge any other paper payment, you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.
- 13.2 If you lodge a paper payment (for example, a cheque) in a currency other than Euro to your Account, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account.
- 13.3 If the payer's financial institution returns unpaid a paper payment in a currency other than Euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

### **14.0 Paper Payments (for example, cheque lodgements) and Withdrawals from your Account**

- 14.1 When you lodge a paper payment (for example, a cheque) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 14.2 When you consider how much you can withdraw from your Account (including how much you can overdraw if you have an agreed overdraft limit), you should not count in the value of any paper payment lodged into your Account until it has been cleared for withdrawal.
- 14.3 It can take up to 5 banking days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from a Government Office (for example, a payment from the Office of the Paymaster General).
- 14.4 It depends on the payer, and the payer's financial institution, whether or not the paper payment is cleared for withdrawal. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account.
- 14.5 Caution: You need to take great care when a paper payment is paid into your

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

- 14.6 The idea of a paper payment being cleared for withdrawal is distinct from the idea of the “balance cleared for interest” (which is dealt with in the clause below about overdrafts).

## **15.0 Transactions on your Account**

- 15.1 You are responsible for ensuring that any instruction to pay money into and out of your Account is correct and accurate whether:
- a. You give the instruction yourself; or
  - b. Someone else gives it, for example a TPP, on your behalf.
- Except in the case of Verification of Payee, we do not check whether any of the information is correct. We will not carry out Verification of Payee for paper-based payment instructions, if you are not present at the time of receipt of the payment instruction.
- 15.2 You can instruct us to carry out an Account transaction or give your consent (for example, a consent to allow us give you a service) by following the procedures we set out for you now or in future, for example:
- a. By using your Security Credentials;
  - b. By using a payment instrument;
  - c. In writing;
  - d. Verbally (as long as you follow our security procedures); or
  - e. Using 365 Phone and Digital Banking channels.
- 15.3 When you open your Account, give us an instruction or your consent concerning a service, you agree that we can process (use) your personal data to obey your instruction or give you the service.
- 15.4 You agree that when we process any payment to or from your Account, made by yourself, by someone else or by you through a TPP, we will rely on the:
- a. BIC (the Bank Identifier Code); and
  - b. IBAN (the International Bank Account Number) that includes the account number and codes to identify the country, bank and branch of an account; or
  - c. The Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
  - d. Account Number (the number that identifies an account – usually 8 digits long), that is given with the payment. If these details are not correctly stated by you or by the third-party, the payment will be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense.

- 15.5 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf (for example a TPP) that does not have the information that we need to identify the account that will receive the payment, for example, an Account Number and Sort code (or IBAN and BIC), we may refuse to process it. We will tell you and/or the TPP if we refuse to process a payment or payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 15.6 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example a TPP) after the relevant cut-off time, we will not process it until the next banking day. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times or refer to [bankofireland.com](http://bankofireland.com). SEPA Instant Credit Transfers can be received 24 hours a day and on any calendar day.
- 15.7 Except in the case of payments made by SEPA Instant Credit Transfer, if we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example, a TPP) on a non-banking day we will treat it as if we had received it on the next banking day.
- 15.8 SEPA Instant Credit Transfers can be received at any time on any calendar day and Clauses 15.6 and 15.7 do not apply to receipt of those payments.
- 15.9 If we receive your payment instruction before the relevant cut-off time (whether you gave it or it was initiated through a TPP or someone else on your behalf), we will process the payment from your Account on the banking day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a cross-border payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process. This Clause 15.9 does not apply to SEPA Instant Credit Transfers which when executed, and (if successful) are credited to the Payee within ten seconds, 24 hours a day and on any calendar day.
- 15.10 If you instruct us to make a payment from your Account to an Account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate. This clause applies where someone else, for example a TPP, gives the instruction on your behalf.
- 15.11 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 15.12 If a payment into your Account is received on a banking day, the relevant cut-off time has not passed, and the payment does not require currency conversion, other than a conversion from euro to another member state

currency, or vice versa, we will credit your Account with the payment on the same banking day that we receive it. All other payments requiring a conversion will be credited to your Account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account. SEPA Instant Credit Transfers can be received at any time and on any calendar day.

- 15.13 When you (or anyone else) lodge cash to your Account in one of our branches or at a Cash Service Point and in the same currency as your Account, we will process it and immediately credit your Account.
- 15.14 Subject to Clause 15.15, we will provide or make available to you a written receipt or record of Account (i.e. transaction receipt or statement) setting out the following details in respect of all account transactions:
- a. A reference enabling you to identify each transaction;
  - b. The amount of the transaction;
  - c. The amount of any charges applied to the transaction;
  - d. Where applicable, the exchange rate applied to the transaction;
  - e. The debit or credit value date of the transaction.
- 15.15 You have the option to receive the transaction information set out in Clause 15.14 as individual transaction receipts or in periodic statements. Periodic statements will be provided or made available free of charge at an agreed frequency, as frequent as monthly. Unless you and we agree otherwise, we will provide or make available statements at an agreed frequency. If the average balance in the Account for a period was under €20 (and it was never in overdraft in the period) or there were less than 4 transactions in the Account in a period, we may only make the statement for that period available to you if you request it. You will always receive a statement at least annually. You will notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 15.16 If a TPP (or any person other than you) gives us an instruction to make an Account transaction or do something else concerning your Account, we may refuse to obey the instruction if we know or reasonably suspect you have not authorised the TPP (or other person) to give us that instruction and/or we suspect the TPP (or other person) may be acting illegally or fraudulently.
- 15.17 Once your Account is registered for Digital Banking you will have access to eStatements for your Account and you will not receive paper versions of some or all documents or statements for your Account. If you request a paper copy of an eStatement we will treat this as a request for a duplicate statement and it will be managed in line with our duplicate statement process. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between you and us, are satisfied when we provide you with the relevant document or eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us,

shall include a reference to documents in electronic form and eStatements as the reference so requires. eStatements can be viewed and downloaded by you and will be stored by us in accordance with your Digital Banking terms and conditions. We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some notifications by editing your preferences through Digital Banking. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.

## **16.0 Cheques written by you**

- 16.1 We will stop a cheque written by you if you ask us to do so but only if it has not already been cashed or paid by us. We may first require you to confirm the stop in writing.
- 16.2 If you write a post-dated cheque we may pay it before its due date. If we do this, we are not liable to you for any loss you may suffer or expense you may have as a result.
- 16.3 We are not obliged to pay a cheque dated six months or more before we get it. If we do pay such a cheque we are not liable to you for any loss you may suffer or expense you may have as a result.

## **17.0 Lodgement Machines**

- 17.1 Once you use a permitted Payment Instrument, you can lodge certain paper payments including cheque lodgements and banknotes (or a mixture of cheques, other paper payments and bank notes) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.
- 17.2 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.
- 17.3 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.
- 17.4 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 make an appropriate correcting entry in accordance with Clause 2.2.
- 17.5 We may limit the amount of cash lodgements you can make using an express lodgement. Any limit will be for a valid reason which can include:

- a. Security;
- b. To improve the services we provide customers;
- c. To reflect changes in our business model, or the way we do business;
- d. To reflect changes in technology or in our systems; and
- e. For a reason that is related to any of the previous ones.

These limits will be shown on notices in our branches and may vary from time to time.

- 17.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the cash or paper payments lodged until the lodgement machine has taken them in so you cannot retrieve them.
- 17.7 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.
- 17.8 If there is a dispute between you and us concerning the lodgement machine we may give our records as evidence of dealings in any way that the law allows for. Any of our employees who processed a lodgement may give evidence as to how much they found in a lodgement machine.

## 18.0 Getting some of our payment services at services outlets

This clause is about the services for your Account that you can get in An Post or (if available) another Services Outlet.

This clause does not apply to Euro cash withdrawal and lodgment services available at Cash Service Points.

In this clause the following phrases have the meanings we set out:

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

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

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

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

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

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

- 18.1 If you have a BOI payment card you can use it at a Services Outlet (for example a post office of An Post) to get the following services on your Account:
  - 18.1.1 To make a cash lodgement of euro (pay cash in euro) into your Account;
  - 18.1.2 To make a cash withdrawal (take money) in euro from your Account.
- 18.2 You can use your BOI lodgement docket at a Services Outlet (for example, a post office of An Post) to get the following services on your Account;
  - 18.2.1 To make a cash lodgement of euro (pay cash in euro) into your Account;
  - 18.2.2 To make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.
- 18.3 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
- 18.4 The terms and conditions that concern the use by you of your BOI payment card or BOI lodgement docket will apply in full when you use it to get Agency Services in a Services Outlet, but they will be subject to any additional rule in these clauses about Agency Services.
- 18.5 The following terms and conditions apply if you get services at a Services Outlet:
  - 18.5.1 Taking cash out (cash withdrawals). If you take cash out of your Account, the amount in your Account will generally be reduced immediately.
  - 18.5.2 Paying cash and paper payments in:
    - a. 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.
    - b. 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 [bankofireland.com](http://bankofireland.com).
    - c. 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 [bankofireland.com](http://bankofireland.com).
    - d. 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).

- 18.6 Updating the balance on your Account.
  - 18.6.1 If you pay cash into your Account in a Services Outlet before the cut-off time we will credit your Account after a short period of time and then you will have access to the funds you pay in. It may take us a little longer (even after you have access to your funds) to up-date the Account balance we show you (for example, on Digital Banking or at an ATM).
  - 18.6.2 If you pay cash into your Account in a Services Outlet on a Saturday or other Services Outlet Business Day that is not one of our Business Days, we may not be able to up-date the Account balance that we show you (for example, on Digital Banking or at an ATM) until our next Business Day. Despite that delay, the cash will be available to you as soon as we credit it to your Account.
- 18.7 Services Outlet opening times, closures and outages.
  - 18.7.1 We can't promise that a Services Outlet will be open at any time or place as this will be at the discretion of the Services Agent.
  - 18.7.2 We will not be responsible for any loss or inconvenience you suffer because:
    - a. A Services Outlet is closed at a time when you wish to wish to get Agency Services; or
    - b. A Services Outlet is permanently closed; or
    - c. A Services Agent cannot make the Agency Services available to you, for example because of a problem with their electronic systems; or
    - d. If a Services Agent does not accept your BOI payment card because authorisation is not possible, for example, due to problems with electronic systems or because your BOI payment card is damaged.
- 18.8 Queries and complaints: If you have a query about the services a Services Agent (for example An Post) provides or need to make a complaint please contact Bank of Ireland in the first instance and we will aim to resolve your query or complaint. Please see the clause above about making a complaint above for further detail.
- 18.9 About An Post: An Post is a designated activity company incorporated in Ireland with registered number 98788. Its registered office is the General Post Office, O'Connell Street, Dublin 1, D01 F5P2. For general queries you can fill out the contact us form on [www.anpost.com/Help-Support/Contact-Us](http://www.anpost.com/Help-Support/Contact-Us).

## **19.0 Third-Party Providers (TPP)**

- 19.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 19.2 Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information; or make relevant payments from your Account; or both. For more information on the types of information and

payments a TPP can access and make please see

[bankofireland.com/openbanking](https://bankofireland.com/openbanking).

- 19.3 You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.
- 19.4 A TPP may look for access to your Account, for example, to provide payment or account information services to you. However, we will only allow such access where you have permitted us to allow that.
- 19.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 19.6 About PISPs: If we receive an instruction from a PISP to initiate a payment on your Account, we will treat this as an instruction from you.
- 19.7 You can instruct a PISP to initiate a payment on your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to make the payment by using our online verification processes and your Security Credentials. Once you have authorised us in that way to make the payment initiated by the PISP, we will treat the payment as though you asked us to make it yourself.
- 19.8 Once you have authorised us to proceed with a payment initiated by a PISP it can't be amended or stopped unless you ask us to amend or stop it before the relevant cut-off time. If you have authorised us to proceed with a SEPA Instant Credit Transfer initiated by a PISP it can't be amended or stopped.
- 19.9 If you instruct a PISP to initiate a SEPA Credit Transfer or SEPA Instant Credit Transfer on your Online Payment Account, that PISP must ensure that the Name of the Payee is correct. Please see Clause 23.0 for more details on the Verification of Payee service.
- 19.10 AISPs: If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- 19.11 You can instruct an AISP to access and hold details of your Online Payment Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your Online Payment Account for up to 180 days and we will obey those requests (unless we have duly evidenced reasons relating to unauthorised or fraudulent access to your Online Payment Account, in which case we may (but are not obliged to) request that you authorise us again (in the way set out in this clause) before we share information with the AISP). Once each 180 day period passes, you need to authorise us again (in the way set out in this clause) if you wish us to continue to share information on your Online Payment Account with your AISP.
- 19.12 About CBPIIs: If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a Card payment, we will treat this

as an instruction from you.

- 19.13 Where we provide a CBPII access to an Account, you can instruct a CBPII to access your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a Card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
- 19.14 TPPs when you have a Joint Account: If the Account is in the name of two or more of you, one of you can instruct a TPP to access your Account details or initiate a payment on your Account by using the TPP's procedures and ours. If we receive a request from a TPP to access your Account details or initiate a payment, we respond to it as if all or both of you have made the request or asked the TPP to make it on behalf of each of you.
- 19.15 At any time you wish you can cancel:
- Any service that a TPP provides you that concerns your Account; or
  - Any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission.
- 19.16 If you send your TPP a cancellation when we are processing an instruction from them to carry out an Account transaction, or to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.
- 19.17 If you permit a TPP to access your Account(s) and/or to initiate an Account transaction (for example, a payment from your Account):
- The TPP will have access to your Online Payment Account(s); and
  - We are not responsible for anything the TPP does.

## **20.0 Direct Debits**

- 20.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ("scheme rules").
- 20.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.
- 20.3 The Originator can take a payment from your Account if both:
- You have authorised a direct debit instruction in the Originator's favour; and
  - The Originator has followed the scheme rules.
- 20.4 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes into an unauthorised overdraft.
- 20.5 If you wish to cancel a direct debit or a direct debit payment on your Account, there are two ways you can do this:

- a. Give a written instruction; or
  - b. Through Digital Banking by following the steps we have set out there.
- To stop a direct debit payment, you must instruct us at least one banking day before the payment is due. If your instruction to cancel arrives later than that, and we make a direct debit payment, we will not be liable to you or anyone else for any loss or expense which results.
- 20.6 Any agreement you have with an Originator is not changed when you cancel a direct debit instruction with us. We have no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.
  - 20.7 You can request a refund of a direct debit payment up to eight weeks from the date that any direct debit was paid from your Account.
  - 20.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of Clause 2.
  - 20.9 We have no duty to you in relation to goods or services supplied by an Originator.
  - 20.10 Debtor Services:
    - a. We will provide a series of debtor services which will allow you to manage your direct debit payments. Full details of the available debtor services, which may change from time to time, can be found at [bankofireland.com/sepadirectdebits](http://bankofireland.com/sepadirectdebits).
    - b. We will process any debtor service instructions by the banking day following receipt of the instruction by us, and you should submit any instructions in good time before you want your instruction to take effect. We accept no liability arising from any late receipt of your instruction by us.

## **21.0 Standing Orders**

- 21.1 A standing order is an instruction from you to pay a fixed amount from your Account at regular intervals (for example, every week, month, year) to another account held by either you or another person with us or with another financial institution.
- 21.2 You must give us the BIC and IBAN, or Sort Code and Account Number, and Name (for SEPA Credit Transfers and SEPA Instant Credit Transfers) (which are explained in Clause 15) of the person that you want to make the payments to. If you like, you can also give us a reference number that we will include with all payments.
- 21.3 You can:
  - a. Postpone an individual payment under a standing order;
  - b. Change the amount of the standing order; or
  - c. Cancel a standing order set up on your Account;
 by giving a written instruction or through Digital Banking by following the steps we set out by close of business one banking day before the standing order is due to be paid. If your instruction (to postpone, change or cancel) arrives later than that, we won't have time to obey it before the (next) standing order is due. If that happens, we are not at fault and we will not be liable to you or anyone

else for any loss or expense which results. You can find out about our up-to-date cut-off times on [bankofireland.com](http://bankofireland.com) and search “cut-off time”.

- 21.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.
- 21.5 If you have an agreement with a payee to pay a sum by standing order, that agreement is not changed if you cancel the standing order. We have no obligation to you or to the payee to make alternative arrangements to pay money you owe the payee.

## **22.0 SEPA Credit Transfers and SEPA Instant Credit Transfers**

- 22.1 A SEPA Credit Transfer is a non-urgent Euro payment made within the SEPA Zone and which is subject to the SEPA Credit Transfer or the SEPA Direct Debit Scheme Rules. It may also be referred to as a **“SEPA Payment”**.
- 22.2 A SEPA Instant Credit Transfer is a Euro payment made within the SEPA Zone which when executed (and if successful) is credited to the Payee within 10 seconds, 24 hours a day and on any calendar day and which is subject to the SEPA Instant Credit Transfer Scheme Rules. It may also be referred to as an **“Instant Payment”**. SEPA Instant Credit Transfers will be made available to Customers on a phased basis. We will let you know when SEPA Instant Credit Transfers are available to you. The terms and conditions that apply to SEPA Instant Credit Transfers will only apply when the service is available to you.
- 22.3 We keep a record when you register to make SEPA Credit Transfers and SEPA Instant Credit Transfers and when you instruct us about these types of payment. We may give our records as evidence of your registration or Instruction in any way that the law allows for.
- 22.4 If you use the SEPA Credit Transfer service to pay money into a loan account or credit card account you have with us, you agree that you must contact us to establish the exact outstanding loan or credit card balance on that Account. You cannot rely on your own calculations in order to determine the exact outstanding loan or credit card balance. You cannot use the SEPA Instant Credit Transfer service to pay money to certain deposit accounts, global markets accounts, loan accounts or credit card accounts you have with us or one of our subsidiaries.
- 22.5 If you use the SEPA Instant Credit Transfer service to pay money using Digital Banking to another account in the SEPA Zone, we will let you know within 10 seconds of receiving your instruction if the payment has or has not been made, and if it has not been made, the reason why.
- 22.6 Maximum transaction and daily limits apply to the amount you can pay from your Account. We can change these limits at any time. Details of the current limits are available when you use the relevant service. We may allow you to set a lower limit than the maximum limit from time to time by following the procedure we specify. You will be given the option to set a specific limit for SEPA Instant Credit Transfers, if you want to set one. The limit can be on a daily or transactional basis.

- 22.7 There may be planned maintenance windows (which we will advise you of) when the SEPA Instant Credit Transfer Service may be temporarily unavailable.
- 22.8 The financial institution where the Payee account is held controls payment into that account. We are not responsible for that.

## **23.0 Verification of Payee**

- 23.1 The Verification of Payee service is a way of helping you make sure that you send money to the right account when you make a SEPA Credit Transfer or a SEPA Instant Credit Transfer. It does this by checking the Name of the Payee against the IBAN you submit in your instruction before you send it. This helps you to avoid paying the wrong person or business.
- 23.2 The Verification of Payee service will be made available to Customers on a phased basis. We will let you know when the Verification of Payee service is available to you. The terms and conditions dealing with Verification of Payee will only apply when that service is available to you. We will not carry out Verification of Payee for paper-based payment instructions, if you are not present at the time of receipt of the payment instruction.
- 23.3 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer we may ask you to include the Name of the Payee you are transferring money to, in addition to their IBAN.
- 23.4 If your Payee is a natural person, you should include their full name (not a nickname).
- 23.5 If your Payee is a legal person (for example a company) you should include its legal or trading name.
- 23.6 When you set up a new Payee or Standing Order, you must ensure that you have the correct account details. You should have the right IBAN, and the Name of the person or business you are trying to pay.
- 23.7 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer, or the first time you set up a Standing Order, and you include the Name of the Payee, we will let you know if the Name of the Payee you gave us:
  - a. Matches the Name on the account that you want to transfer to;
  - b. Does not match the Name on the account that you want to transfer to;
  - c. Nearly matches the Name on the account you want to transfer to; or
  - d. That your Payee's financial institution has not given us a response.
- 23.8 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant Credit Transfer, or set up a Standing Order to a Payee holding a joint account with other accountholders, we will let you know if the Name of the Payee you submit:
  - a. Matches the Name of at least one of the accountholders;
  - b. Does not match the Name of any of the accountholders;
  - c. Nearly matches the Name of at least one of the accountholders; or
  - d. That your Payee's financial institution has not given us a response.
- 23.9 When someone wants to pay you by making a SEPA Credit transfer, or a SEPA Instant Credit Transfer, and when they include your Name, and we will tell their

financial institution if it matches, does not match or nearly matches the Name provided to us.

- 23.10 If we tell you that the Name does not match, does not fully match, or that your Payee's financial institution has not given us a response, you should not make the SEPA Credit Transfer or SEPA Instant Credit Transfer, as the Payee may be incorrect.
- 23.11 If you choose to authorise a SEPA Credit Transfer or a SEPA Instant Credit Transfer where the Name does not match your intended Payee, or where your Payee's financial institution has not given us a response we may not be able to recover any transferred funds.
- 23.12 We shall not be held liable for the execution of a SEPA Credit Transfer or a SEPA Instant Credit Transfer to an unintended Payee on the basis of an incorrect IBAN (or other unique identifier), provided that we have carried out the Verification of Payee service.

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

- 24.1 We charge a monthly fee for maintaining the Account irrespective of how much money is in your Account, or owing in it, or the level of activity in your Account. This fee is shown in the Schedule of Fees and Charges and is applied to your Account on the last banking day of the calendar month.
- 24.2 You will not be charged the fee for maintaining the Account for the calendar month in which you open your Account.
- 24.3 You will not be charged the fee for maintaining the Account for the calendar month in which you close your Account.
- 24.4 There are a small number of charges for particular services, for example, using your Debit Card for purchases in foreign currency or same day funds transfers. If they apply to you, we will generally charge them to your Account when we provide the particular service. These are shown in the Schedule of Fees and Charges.
- 24.5 Our "Schedule of International Transaction Charges" shows our charges for international payments, travel money and other services. You can get a copy of this from our branches or on our website [bankofireland.com](http://bankofireland.com).
- 24.6 We have a legal duty to collect Government Duty that you owe concerning your Account, for example, duties on cheques and Debit Cards.
- 24.7 You permit us to collect from your Account any of the fees, service charges and Government Duty that you owe, on the date or dates we select.
- 24.8 If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account(s) or for using Digital Banking.

## **25.0 Overdrafts (This clause does not apply to Third Level Current Account holders as they cannot apply for an overdraft)**

### **Charges and Interest**

- 25.1 The Bank charges you a fee (the "Overdraft Facility Fee") which is first due on

the date the agreed Overdraft is approved. Detail of this fee can be found in the Schedule of Fees and Charges and in the Important Information of your Consumer Credit Agreement (CCA) Document.

- 25.2 The Bank is entitled to charge you the Overdraft Facility Fee if it approves an increase in the amount of the agreed Overdraft which will be due on the date the Bank approves the increase.
- 25.3 The Overdraft Facility Fee is also payable annually on each anniversary date of the date it was last due under Clause 25.1 or 25.2 above.
- 25.4 We charge overdraft interest when your Account is overdrawn whether the overdraft is within an agreed overdraft limit or there is an unauthorised overdraft. Our present overdraft interest rates are set out in the Schedule of Fees and Charges. It shows you the overdraft interest rate which applies to you.
- 25.5 We can change the overdraft interest rate up or down at any time for a valid reason at our discretion. If we increase the overdraft interest rate we will give you notice.
- 25.6 We will tell you the reason for the interest rate change in the notice. It will be for at least one of these reasons:
- a. To reflect any change in our cost of funds (i.e. the cost of borrowing the money we use to lend to customers), for example, caused by any change in market interest rates or by other factors outside of our control;
  - b. To reflect any change in the variable rates our competitors charge;
  - c. To ensure we are competitive;
  - d. To enable us to increase the rate we pay to customers with deposit accounts to the level needed to retain their money;
  - e. To ensure that the amount we receive from borrowers will enable us to maintain a prudent level of reserves and/or to meet any regulatory requirements that apply to us;
  - f. To ensure that the amount we receive from borrowers will enable us to maintain long-term sustainability of our business in the Republic of Ireland;
  - g. To reflect any change in the costs we reasonably incur in administering borrowers' accounts;
  - h. To reflect the risk to us that our customers will not be able to make their credit payments in full and on time. In measuring that risk we consider the general economy and the effects it has on the ability of customers to meet credit payments;
  - i. To reflect any change in your circumstances or in the economy as it affects you. For example, if such things make it more difficult for you to meet your credit repayments or increase the risk of the credit to us;
  - j. To reflect any change in taxation which affects the profit we earn from our ordinary activities;
  - k. To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator;
  - l. Because one or more of the things listed including anything that has occurred or we have reason to believe they are likely to occur;

- m. Any special feature of the Account; and
  - n. The risk we attach to an overdraft on the Account or to overdrafts generally.
- 25.7 We calculate and charge overdraft interest each interest quarter on the daily overdraft balance cleared for interest rounded to the nearest Euro that you owe us (see Clauses 25.9 to 25.11 for an explanation of the “balance cleared for interest”).
- 25.8 We will tell you of changes in interest rates in a way which complies with consumer credit law. We will choose the way that we tell you this. We can do it by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.

### **The Balance on Which we Calculate Interest**

- 25.9 We calculate the amount of interest we charge you for an overdraft on what we call the “balance cleared for interest” on your Account. In the balance cleared for interest:
- a. We do not count in the amount of a paper payment paid into your Account until the banking day after it is paid into your Account;
  - b. We do not count in the value of any other payments into your Account which are made (or where value is due to be paid) after the cut-off time on a Banking Day, or on a non-Banking Day, until the next Banking Day; but
  - c. We count in the amount of a paper payment on the banking day it is paid in if it is drawn on an account held in one of our branches in the Republic of Ireland.
- 25.10 In your Account statement or eStatements online, Account details and balances given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 25.9.
- 25.11 Clauses 25.9 to 25.11 have no effect on Clause 14. For example, it is a mistake to assume a paper payment has cleared for withdrawal just because we count it in the balance cleared for interest.

### **Security**

- 25.12 Where security is required by the Bank, you cannot avail of an agreed overdraft until all such security requirements have been completed in full to the satisfaction of the Bank.
- 25.13 You agree to pay the Bank all legal charges and other costs associated with the completion of the Bank's security requirements (if any), and you also agree that the Bank has your authority to make withdrawals from your Account to pay them as they arise.
- 25.14 Any mortgage held by the Bank over a ‘house’ within the meaning of the Consumer Credit Act, 1995 (and including a site for such a house) will not secure the overdraft unless the Important Information indicates otherwise.

### **Overdraft Limits and Reviews**

- 25.15 You must ensure that you do not allow the amount of an overdraft on the

Account to exceed the agreed overdraft limit.

- 25.16 The Bank will review an agreed overdraft on the agreed review date. The Bank may extend an agreed overdraft beyond a review date, but it is not obliged to do so. In addition, the Bank may review an agreed overdraft at its discretion at any time including between the agreed review dates.
- 25.17 On any review, the Bank may reduce the amount of an agreed overdraft limit or terminate an agreed overdraft, for example, because you have not used an agreed overdraft in the last 12 months, because of a change in our business model or systems for overdrafts including the size of overdrafts we are willing to provide generally, you have breached the terms and conditions of the agreed overdraft or because of a change in your financial circumstances. This clause is subject to (and does not limit) Clauses 25.21 to 25.25.
- 25.18 You must be aged 18 years or more to be eligible to apply for an agreed overdraft.

### **Assignment & Disclosure of Information**

- 25.19 You consent irrevocably to any future transfer, howsoever arising of an agreed overdraft, whether as part of a transfer and securitisation scheme or otherwise.
- 25.20 You authorise the Bank to disclose any information or documentation relating to an agreed overdraft and any and all security held for an agreed overdraft to third parties including members of the Bank of Ireland Group for the purposes set out in this Clause. You agree that your authorisation is consent for the purposes of data protection law.

### **Overdrafts Repayable on Demand**

- 25.21 If your Account is in overdraft (even within an agreed overdraft limit) you must repay the overdraft to us in full if we demand it in writing.
- 25.22 If there is an agreed overdraft limit we can cancel our commitment:
- To provide all or part of the overdraft; or
  - To carry out an instruction from you that would cause the Account to be overdrawn or more overdrawn; or
  - Both (a) and (b), we will advise you of this by writing to you.
- For example, we could do that in the demand under Clause 25.21.
- 25.23 We do not have to notify you before we exercise any of our rights under Clauses 25.21 and 25.22 (except to the extent required under Consumer Credit Law).
- 25.24 Clauses 25.21 to 25.23 apply in full to any overdraft even where it is an agreed overdraft. If there is a conflict between a credit agreement concerning an agreed overdraft and Clauses 25.21 to 25.23 prevail.
- 25.25 If we demand repayment of an overdraft or cancel our commitment under one we will comply with Consumer Credit Law.

## **26.0 Negative Interest on the money you have on deposit on your Account (This Clause does not apply to the Third Level Current Account or Graduate Current Account)**

- 26.1 We may at our discretion apply a Negative Rate of Interest to the Account at a rate or rates that we determine and notify you about. You pay Negative Interest to us. We can notify you of a Negative Interest Rate:
- a. In the documentation we give you when you open the Account which will mean the negative interest will apply from the time you open the Account; or
  - b. At any time at our discretion by sending you notice in a way allowed for in these terms and conditions in which case the Negative Interest will apply from the effective date set out in the notice.
- 26.2 If negative interest applies to the Account, the effect will be that we will apply the Negative Rate and calculate the Negative Interest amount payable by you. Any amount of Negative Interest that becomes due by you to us is called a "Negative Interest Amount".
- 26.3 For so long as Negative Interest applies, the Negative Interest Amount will be due from you on each month on a date we set and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 26.4 You permit us to withdraw any Negative Interest Amount from the Account and/or to deduct any Negative Interest Amount from the Account balance.
- 26.5 For so long as Negative Interest applies to the Account, you agree to keep enough money in your Account to pay each Negative Interest Amount in full and on time. We can refuse to allow you withdraw money from the Account where we reasonably anticipate that a withdrawal will cause a breach of this clause. If the amount of such available funds in your Account is not enough to pay in full a Negative Interest Amount due to us (the amount of such shortfall being the "Shortfall Amount") you agree to pay the Shortfall Amount within three banking days of the due date for payment of the corresponding Negative Interest Amount (or on our demand).
- 26.6 We calculate Negative Interest on the credit balance on your Account each day based on the cleared balance on the Account in Euros, excluding cents, using the Negative Interest Rate that applies. We will add the Negative Interest each day and take the Negative Interest Amount from the Account each month (and the amount of money available in the Account will be reduced by that amount). We can decide to calculate or charge Negative Interest at intervals different to those set out in this clause.
- 26.7 Negative Interest Rate is variable. If a Negative Interest Rate applies to the account it will be a variable rate of interest. This means we may change a Negative Interest Rate to a rate that is more negative or less negative. We may also end a Negative Interest by changing the rate to 0% (if we do we will have a right to re-introduce a Negative Rate of Interest at any time in the future). If we change or end a Negative Interest Rate we will tell you of the change in a way that complies with law. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 26.8 Interpretation. Nothing in the Terms and Conditions about Negative Interest shall be interpreted to oblige us to pay you interest on any debit balance

(for example an overdraft) that may arise in the Account. Any reference to “interest” or “interest rate” or “rate of interest” in the Terms and Conditions includes a reference to a Negative Rate of Interest (unless the context indicates otherwise).

## **27.0 Different interest rates in different tiers of the same account (This Clause does not apply to the Third Level Current Account or Graduate Current Account)**

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

## **28.0 Limits on the money you can deposit (This clause does not apply to the Third Level Current Account or Graduate Current Account)**

- 28.1 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.
- 28.2 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:
    - a. Any further deposit or
    - b. 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.
- 28.3 We will only use this clause (concerning the Cap and limits on the money you can deposit) for a valid reason which we will set out in our notice to you about it. It will be at least one of these reasons:
- a. The cost to us of keeping your money in the Account including any cost that comes from law or regulation or from negative interest rates that we have to pay as a result of having your money on the Account.
  - b. To better enable us meet our liquidity requirements.
- 28.4 For the avoidance of doubt, nothing in this Clause shall be interpreted to entitle us to refuse the repayment by you of any debit balance on your Account.
- 28.5 We have the right to refuse to allow you to pay cash in certain denomination (for example coins) into your Account for a valid reason including security and the cost to us of processing money in small denominations.

## **29.0 Counting the total amount you deposit with us (This Clause does not apply to the Third Level Current Account or Graduate Current Account)**

- 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:
    - a. Any account in your sole name; or
    - b. 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;
  - b. When we include your share of a joint account we can treat all joint accounts as being owned by the account holders in equal shares (for example, we assume customers own half each of an account in two joint names; or a third each of an account in three joint names) unless all the account holders tell us in writing that the shares are not equal.
- 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.

# Standard Personal Current Account Terms and Conditions

## **30.0 Your Standard Personal Current Account**

- 30.1 We agree to provide you with a Standard Personal current account (the "Account") in your name if you are 18 years of age or older and you apply to us for it.
- 30.2 Two people may have a Joint Account, if both people are 18 years of age or older and you apply to us for it.

## **31.0 Fees and Charges**

- 31.1 A fee for maintaining the account will apply on a monthly basis. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of the Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **32.0 General Terms**

- 32.1 The Standard Personal current account terms and conditions are in addition to the General and Personal current account terms and conditions.
- 32.2 You can request to change your account type if you are eligible for another account type, by calling into any Bank of Ireland branch.
- 32.3 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 32.4 If there is a difference between a Standard Personal current account term or condition, and a General or a Personal Current Account term or condition, the Standard Personal current account term or condition shall apply.

# Golden Years Current Account Terms and Conditions

## **33.0 Your Golden Years Current Account**

- 33.1 We agree to provide you with a Golden Years Current Account (the "Account") in your name if you are 66 years of age or older and you apply to us for it.
- 33.2 Two people may have a Joint Account, if both people are 66 years of age or older and you apply to us for it.

## **34.0 Fees and Charges**

- 34.1 Your Account shall be exempt from fees for maintaining the Account. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of the Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **35.0 General Terms**

- 35.1 The Golden Years Current Account terms and conditions are in addition to the General and Personal Current Account terms and conditions.
- 35.2 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 35.3 If there is a difference between a Golden Years Current Account term or condition, and a General or a Personal Current Account term or condition, the Golden Years term or condition shall apply.

# Third Level Current Account Terms and Conditions

## **36.0 Who can apply for a Third Level Current Account?**

- 36.1 We offer the Third Level current account (the “Account”) to applicants who are currently engaged in any full-time third level educational course with a minimum duration of one year in a Post Leaving Certificate college or Higher Education Institution.
- 36.2 If you meet the conditions set out in Clause 36.1, we may also ask that you give us satisfactory evidence that you are attending third level education on a full time basis with a minimum duration of one academic year.
- 36.3 You agree that you will no longer be entitled to the features specific to the Third Level current account on leaving full-time third level education.
- 36.4 You agree that on the date that you are no longer entitled to a Third Level current account, we may change your Account to our Graduate current account and Graduate overdraft (if you have an overdraft) or to another type of account (or agreed overdraft) that we select for you. The terms and conditions for the account we select for you will then apply. If you have given us your up-to-date contact details we will contact you before we change your account.
- 36.5 You agree that if we do not enforce Clause 36.4 above or we delay enforcing it, it will not stop us from taking any action to enforce it in the future.

## **37.0 Fees and Charges**

- 37.1 Your Account shall be exempt from fees for maintaining the Account. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of this Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **38.0 General Terms**

- 38.1 The Third Level current account terms and conditions are in addition to the General and Personal Current Account terms and conditions.
- 38.2 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 38.3 If there is a difference between a Third Level current account term or condition, and a General or Personal current account term or condition, the Third-Level current account term or condition shall apply.

# Graduate Current Account Terms and Conditions

## **39.0 Who can apply for a Graduate Current Account?**

- 39.1 We offer the Graduate current account (the “Account”) to applicants who have graduated from full-time third level education within the last three years.
- 39.2 You agree that you will be entitled to the features specific to the Account for a period of two years only.
- 39.3 You agree that on the date that you are no longer entitled to a Graduate current account, we will change your Account to our standard Personal current account and standard agreed overdraft (if you have one) or to another type of account or agreed overdraft that we select for you. The terms and conditions for the account we select for you will then apply. If you have given us your up-to-date contact details, we will contact you before we change your account.
- 39.4 You agree that if we do not enforce the rights we set out in Clause 39.3 above or we delay enforcing it, it will not prevent us from taking any action to enforce it in the future.

## **40.0 Fees and Charges**

- 40.1 Your Account shall be exempt from fees for maintaining the Account. Information on fees and charges that apply to your Account are set out in our Schedule of Fees and Charges. You can get a copy of this Schedule of Fees and Charges from any of our branches or from our website [bankofireland.com](http://bankofireland.com).

## **41.0 General Terms**

- 41.1 The Graduate current account terms and conditions are in addition to the General and Personal current account terms and conditions.
- 41.2 Words and phrases which are defined in the General terms and conditions have the same meaning when used above.
- 41.3 If there is a difference between the Graduate current account term or condition, and a General or Personal term or condition, the Graduate current account term or condition shall apply.

# Debit Card Terms and Conditions

## 42.0 Using your Card

- a. We agree to provide you a Card in your name for your sole use under these Debit Card terms and conditions which also explains how it works. These should be read in conjunction with the General terms and conditions, your Account terms and conditions and Schedule of Fees and Charges which also apply to your Card.
  - b. In order to use this Debit Card, it must be activated. You can do this by following the instructions we give you from time to time. Your Card belongs to us. The activation of the Debit Card we issue you is your acceptance of these Debit Card terms and conditions.
  - c. These terms and conditions (as amended from time to time) will continue to apply until they are terminated.
  - d. Where you use a Digital Debit Card, our terms and conditions for Digital Wallets will apply.
  - e. We will provide you with these terms and conditions at account opening. The most up to date version of the terms and conditions that apply to your Card can also always be found on the Bank's website at [bankofireland.com](http://bankofireland.com). You can also request a copy from us at any time free of charge.
- 42.1 You can use your Card with the PIN for cash withdrawal from your Account from any ATM or in our branches or Services Outlets that provide cash services or at a Cash Service Point and for purchases and payments.
- 42.2 You may use your Card if all these conditions are met:
- a. Your Card has not been deliberately altered or defaced in any way;
  - b. The expiry date on your Card has not passed;
  - c. There is sufficient funds from your Account to meet the payment;
  - d. The limits which apply to the Card are not exceeded. (These limits may change from time to time and are available on request);
  - e. You have not broken any of these terms and conditions, any of the terms and conditions of your Account and where you use a Digital Card, you have not broken any of the terms and conditions for Digital Wallets or any terms and conditions of a Digital Wallet provider; and
  - f. The correct PIN or other Security Credentials are provided.
- 42.3 We set daily transaction limits for Card transactions, for example, cash withdrawals and using your Card for purchases. These limits may change from time to time and are available on request at any time. Some ATM providers apply their own limits to cash withdrawals from their ATMs particularly abroad.

These limits may be lower than the daily limit set by us.

- 42.4 If you provide incorrect information when making a Card transaction (for example, a reference number for a utility company), we are not responsible for any loss caused. We will make all reasonable efforts to recover your funds but we may charge you for any reasonable costs that we incur when doing that.
- 42.5 It is important that you make sure you have sufficient funds in your Account to cover any payments you make using the Card. If you do not, other payments from your Account may be returned unpaid.
- 42.6 If you have not used your Card in the last 12 months for a purchase or making an ATM cash withdrawal or to withdraw cash in a Services Outlet or Cash Service Point, we may not automatically reissue you with a Card at expiry. The reasons for this include your security and the cost to us of providing you with a Card that you may not use. If we don't renew your Card you can write to ask us for a new one setting out reasons why we should; and we will consider them fairly and reasonably.
- 42.7 If you get a new or replacement card from us, we also send the card details to Visa. They may forward the details to any online payment platform you are registered with and any digital wallet provider the card is registered with. They may also forward the details to relevant merchants so that any ongoing card payments you've set up on the card (for example TV streaming service subscriptions or toll road payments) can continue without interruption. It is not our responsibility if Visa or others have not updated the new card details, and your payments are interrupted as a result. To ensure your services are not interrupted you should notify relevant merchants when you get a new or replacement card. If you wish to opt out of this service, please contact us.

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

- 43.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 43.0. Where we allow you to store a Digital Debit Card in a Digital Wallet and/or with Click to Pay on any computer or device, you must protect that Digital Card and Digital Wallet or any computer or device on which they are stored in the same way as you would a physical Card. If you do not do so, you will be liable for any loss suffered as a result.
- 43.2 You should sign your Card as soon as you receive it.
- 43.3 You must keep the PIN or any other Security Credential secret, memorise it and take the greatest possible care to prevent anyone knowing it or using the Card fraudulently or without your permission. You should never write down your PIN in a place you also keep your Card or where it can easily be linked to your Card.
- 43.4 When making online transactions you may be required to provide additional Security Credentials through the 3D Secure service provider. If you use the 3D Secure service or other Security Credentials we or a Retailer ask for, you agree

that we can conclude that the transaction was made by you.

- 43.5 You should always protect your Card (or a device on which you have registered a Digital Card) and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way.
- 43.6 If your Card (or a device on which you have registered a Digital Card) is lost or stolen or you think someone knows your PIN, or other Security Credentials, you must contact us immediately. You may advise us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com).
- 43.7 We may send Cards and/or PIN numbers to the correspondence address we have for you or we may provide them through Digital Banking. You must tell us immediately in writing if you change your correspondence address. If you change your correspondence address and do not tell us immediately there is a risk that Card and/or PIN may be intercepted which could result in fraud and loss to you.

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

- 44.1 When you carry out a cash withdrawal at an ATM, Branch, Services Outlet, or Cash Service Point or make a payment using your Card, we deduct the amount from your Account. You cannot stop a Card transaction.
- 44.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 44.3 When you use your Card for purchases, the balance (or any remaining balance of an agreed overdraft limit) on your Account will usually be reduced immediately by the amount of the transaction. The full details of the Card transaction will only appear on the regular Account statement or eStatement we provide to you after it has been fully processed by us. However, a record of the Card transaction generally appears immediately on Digital Banking and ATMs.
- 44.4 You should not use your Card to put your Account in overdraft unless you have agreed this in writing with us beforehand.

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

- 45.1 When using your Card for purchases in a retail outlet you may be asked to either enter your PIN or hold your Card against a Card reader depending on the payment terminal.
- 45.2 Chip and PIN transactions:
  - a. For transactions which require a Card to be inserted into the POS terminal you will be generally prompted to input your PIN into the POS terminal.
- 45.3 Contactless transactions:
  - a. This clause applies when the Card has been enabled by us to allow you to carry out Contactless transactions.
  - b. You can use the Card to make purchases for small amounts without using the Chip and PIN.
  - c. When using your Card for purchases using a Contactless Card reader you

must place your Card against the reader in the retail outlet. The Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert your Card and enter your PIN. Where a Digital Card is used to make a Contactless transaction you may be required to provide your Security Credentials to approve that payment.

- d. There is a limit on the value of each Contactless transaction set by the Visa Scheme. Details of this limit are available on our website at [bankofireland.com](http://bankofireland.com).

#### 45.4 Cardholder not present transactions:

- 45.4.1 You may carry out a Card transaction when you are not in the presence of a Retailer (for using your Card for purchases when you are on the telephone or internet). This is called a “Cardholder not present transaction” and the Retailer may record the following details:
  - a. Your Card number, Card validation (last three digits on the back of your Card) and Card expiry date.
  - b. Your name, address and telephone number.
  - c. The address to which goods or services should be delivered.
  - d. The amount charged, date and time.

- 45.4.2 You may be required to provide Security Credentials (such as 3D Secure Passcode or a response to a push notification if you have a Digital Security Key) in order to complete an online transaction. You may not be able to use your Card for Cardholder not present transactions if the Retailer does not support the use of Security Credentials for Card payments. In addition, we may not be able to process such transactions where the Retailer does not support the required payment security technology or standards. You may not be able to use your Card for Cardholder not present transactions unless your Account linked to your Card is registered for Digital Banking.

#### 45.5 Click to Pay transactions:

- a. Click to Pay is a type of “Cardholder not present transaction” and condition 45.4 will also apply to Click to Pay transactions.
- b. When Click to Pay is available, if you are eligible and your Card has been activated, and unless we have otherwise agreed with you, we will automatically register your Card with Click to Pay.
- c. To be eligible, you need to have a verified mobile number and email address with us. Without these details we may not be able to register your Card in Click to Pay. You can update your email address and mobile phone details at any time through Digital Banking or by calling us. Your email address and phone number for the Click to Pay service will then automatically be updated for Click to Pay.
- d. If you do not want to be registered for Click to Pay then you must opt out. You can opt out before your Card is activated by telling us. You will also

have the option to unregister with Click to Pay at any time. You can manage your enrolment in Click to Pay at any time on Digital Banking or by calling our contact centre.

- e. You must only use your Card and Click to Pay as permitted by law and it should not be used for illegal or fraudulent purposes.
- f. If we register a Card with Click to Pay you will not be able to register for click to pay services offered directly by Visa.
- g. Further details on Click to Pay is available on our website [bankofireland.com](http://bankofireland.com).
- h. You can find information on how we process personal data for Click to Pay in our Data Privacy Notice available on [bankofireland.com](http://bankofireland.com).

#### 45.6 Retailers in general:

- a. If we authorise a payment for you to a Retailer in a Cardholder not present transaction this will immediately reduce the available balance in your Account (including any agreed overdraft if you have one) by the payment amount;
- b. Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available balance on your Account for a period of time as set out in Clause 45.6 a above.

45.7 To protect you against fraud, we sometimes issue a “referral” message to the Retailer requiring them to verify that it is you using the Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.

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

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

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

45.11 We have no obligation to you or the Retailer concerning goods or services provided. You should contact the Retailer if you have any query or dispute about the goods or service they provide.

45.12 If a Retailer refuses to accept or honour your Debit Card or the Retailer makes an error in the transaction or processing it, for example, debiting funds from your Account in error, we are not liable.

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

46.1 You must tell us immediately if your Card (or a device on which you have registered a Digital Card) is lost or stolen, if you suspect your Card has been used without your permission or if your PIN, 3D Secure Passcode or other Security Credentials becomes known or is in possession of someone else. You

must inform us by calling us free of charge via the Freephone number listed on our website [bankofireland.com](http://bankofireland.com). We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the Card again.

- 46.2 You can limit your own losses if you tell us immediately when your Card (or a device on which you have registered a Digital Card) has been lost, stolen or has been used without your permission. The same applies if you believe someone else knows your PIN, 3D Secure service or other Security Credentials.
- 46.3 Unless you have advised us otherwise if a transaction is made using your Card with the PIN, the Card reader in a Contactless transaction or the 3D Secure service, you agree that we can conclude that the transaction was made by you.
- 46.4 You should check your statement or eStatement we provide to you and contact us without delay if you think there is any unauthorised or incorrectly executed transaction on your Account. If you are registered with Digital banking we recommend you check your Account transactions regularly and report any disputed transactions, errors or omissions to us without delay. Delay means we may not be able to compensate you for any loss you may have suffered as a result of disputed or unauthorised transactions.

## **47.0 Fees, charges and foreign currency transactions**

- 47.1 We charge to your Account any fees, charges and Government Duty that apply to your Card. Full details of fees and charges are set out in our Schedule of Fees and Charges. You can get a copy of this from our branches or on our website [bankofireland.com](http://bankofireland.com).
- 47.2 We may change our fees and charges for a valid reason, for example for one set out in Clause 5.2, by giving you notice and we will notify you in a way allowed for in the General Conditions and by law regulation.
- 47.3 If you withdraw non-euro currency from one of our ATMs, it is converted into euro at an exchange rate set by us and a cross-border handling fee will not apply. If you carry out any other non-euro transaction for example, withdrawing non-euro currency from a third-party ATM or using your Card for purchases in a non-euro currency, it is converted into euro at an exchange rate set by the Visa Scheme and a cross-border handling fee will apply. Details of this fee can be found in our Schedule of fees and charges.
- 47.4 If you use your Card to make a non-euro cash withdrawal or make a non-euro payment in a country in the European Economic Area (EEA) we will send you an electronic message. The message will contain information relating to the transaction including the cost of the currency conversion as a percentage mark-up against the European Central Bank ("ECB") rate on the date of the transaction. In certain cases due to the way some transactions are processed by the Scheme the information in the message will not correspond with the amount actually debited from your Account. You will receive the electronic message once every calendar month in which you make a cash withdrawal or payment in the non-euro EEA currency. If we hold a valid mobile phone

number for you, we will send the electronic message as an SMS, otherwise if we hold a valid email for you we will send you an email. You can contact us if you do not want to receive these electronic messages. You will not receive these electronic messages if you instruct an ATM provider or the payee to debit your account in euro. This is because you will be instructing the ATM provider or the payee to carry out the currency conversion and they will then apply their own currency conversion exchange rate and charges. For more information on these notifications please visit [boi.com/CBPR](https://boi.com/CBPR).

## **48.0 General Terms**

- 48.1 The Debit Card terms and conditions are in addition to the General terms and conditions and your Account terms and conditions.
- 48.2 Words and phrases which are defined in the General term and conditions and your Account terms and conditions have the same meaning when used above.
- 48.3 If there is a difference between the Debit Card term or condition and a General term or condition or an Account term or condition, the Debit Card term or condition shall apply.

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