Second Level Current Account Additional Terms and Conditions



Below are the additional terms and conditions that apply to your Second Level current account in addition to the Second Level current account and debit card terms and conditions.

You can set up a standing order or direct debit on your Second Level current account if you wish.



Remember:

If you cancel a direct debit with us, that will not change any obligation you have towards the Originator. If you want to end a contract with them, you need to contact them separately.

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.

1.0 Amended and additional clauses - Definitions

- 1.1 **AMENDED CLAUSE:** 1.3 "Account transaction" refers to the payment of money into or out of your Account. This includes cash lodgements, cash withdrawals, direct debits, standing order debits, and any account transactions initiated through a Third Party Provider or anyone else on your behalf.
- 1.2 **ADDITIONAL CLAUSE:** "SEPA" means the Single Euro Payment Area, details of which are available at bankofireland.com and from which direct debits can be set up through SEPA Direct Debit Scheme.

2.0 Amended and additional clauses – Operating your account:

- 2.1 **AMENDED CLAUSE:** 11.2 You must always ensure that you have enough in your Account to complete an account transaction, such as withdrawing cash at an ATM, making a payment with a Debit Card, making transactions online, if a standing order or direct debit is due to be paid, or completing any transactions initiated through a PISP.
- 2.2 **ADDITIONAL CLAUSE:** We may refuse to pay money from your Account if this would cause it to become overdrawn. We do not have to tell you of this refusal beforehand.

3.0 Additional clauses - Direct Debits

- 3.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ("scheme rules").
- 3.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.
- 3.3 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.
- 3.4 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.
- 3.5 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.

- 3.6 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.
- 3.7 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.
- 3.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of Clause 2.
- 3.9 We have no duty to you in relation to goods or services supplied by an Originator.

3.10 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.
- (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.

4.0 Additional clauses - Standing Orders

- 4.1 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.
- 4.2 You must give us the BIC and IBAN, or Sort Code and Account Number, (which are explained in Clause 14) 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.

4.3 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 and search "cut off time".
- 4.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.
- 4.5 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.

5.0 General Terms

- 5.1 These terms and conditions are in addition to the Second Level current account terms and conditions.
- 5.2 Words and phrases which are defined in the Second Level current account terms and conditions have the same meaning when used above.
- 5.3 If there is a difference between one of these terms and conditions or a Second Level current account term or condition, these terms and condition shall apply.
- 5.4 Any reference in any documentation relevant to the Second Level current account (such as the Schedule of Fees and Charges) which states that direct debits or standing orders are not available on the Second Level current account, no longer applies.