



# Second Level Current Account

Terms and Conditions

Effective from 01 August 2025



**Bank of  
Ireland**



# 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 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, or 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](http://bankofireland.com). If you receive a SEPA Instant payment to your account, cut off times do not apply.
- ▶ 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.
- ▶ 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.

# What's in this brochure

## General Terms and Conditions

Page 5

- 1.0 Definitions of Terms used in this Document
- 2.0 Incorrect, Disputed or Unauthorised Transactions
- 3.0 Identification
- 4.0 Changes to these Terms and Conditions, Fees and Charges
- 5.0 Losses and Expenses Caused by Breaking Contract
- 6.0 Reading this Document and Waiver
- 7.0 Making a Complaint
- 8.0 Ending this Agreement and Interruption to Services
- 9.0 Law and Language

## Second Level Current Account Terms and Conditions

Page 16

- 10.0 Your Second Level Current Account
- 11.0 Operating your Account
- 12.0 Lodging Paper Payments to your Account
- 13.0 Paper Payments and Withdrawals from your Account
- 14.0 Transactions on your Account
- 15.0 Getting some of our payment services at services outlets
- 16.0 Third Party Providers
- 17.0 Direct Debits
- 18.0 Standing Orders
- 19.0 Lodgement Machines
- 20.0 SEPA Credit Transfers and SEPA Instant Credit Transfers
- 21.0 Verification of Payee
- 22.0 Fees and Charges
- 23.0 Converting your Account

## Debit Card Terms and Conditions

Page 33

- 24.0 Using your Card
- 25.0 Protecting your Card, PIN and other Security Credentials
- 26.0 Using your Card for purchases and cash withdrawal
- 27.0 Paying a Retailer using your Card
- 28.0 Loss, Theft or other Misuse of your Card
- 29.0 Fees, Charges and Foreign Currency Transactions
- 30.0 Government Duty
- 31.0 General Terms
- 32.0 About Us

## Distance Marketing Information

Page 40

# General Terms and Conditions

At Bank of Ireland, we have a bank account for those in full time second level education. It's known as the Second Level Current Account. This leaflet sets out the rules that you, the Account holder, need to know. You should read these rules - known as terms and conditions - very carefully. If you are not sure about any particular rules and your parent or guardian cannot answer your queries, just drop into your local Bank of Ireland branch and we will be pleased to help you.

You cannot have a cheque book on this Account. If you wish to apply for a cheque book, you must be aged 18 or over and convert your Account to a standard Personal Current Account. Or, if you qualify for one, you can choose to convert your Account to a Third Level Current Account or other Bank of Ireland account with that feature.

## Terms and Conditions Applicable to your Account and your Card

### 1.0 Definitions of Terms used in this Document

Here are some explanations of common terms used throughout these Terms and Conditions.

- 1.1 **"Account"** means the Second Level Current Account that you hold with us.
- 1.2 **"Account Information Service Provider" or "AISP"** means a Third Party Provider (TPP) that allows you to see information about payment accounts you hold with payment services providers. This could include, 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. 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.
- 1.4 **"ATM"** means an automated teller or cash machine.
- 1.5 **"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.
- 1.6 **"Bank of Ireland Mobile Banking"** means our online system that allows you to access and use certain services using a Bank of Ireland App.
- 1.7 **"Card" or "Debit Card"** means the Debit Card, 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.

- 1.8 **“Card Based Payment Instrument Issuer”** or **“CBPII”** means a Third Party Provider that asks us to confirm if money is available in your Online Payment Accounts to fund a payment you want to make using a Card.
- 1.9 **“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.
- 1.10 **“Chip”** means an integrated circuit embedded in the Card.
- 1.11 **“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.
- 1.12 **“Cut-off time”** means the latest time that we can process a particular account transaction, request or instruction on that banking day.
- 1.13 **“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.
- 1.14 **“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.
- 1.15 **“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.
- 1.16 **“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.
- 1.17 **“Digital Security Key”** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 1.18 **“eStatement”** means any document or statement provided or made available in electronic form.
- 1.19 **“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.
- 1.20 **“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.

- 1.21 **“Online Payment Account”** means a Payment Account which you can access or use through Digital Banking.
- 1.22 **“Paper payment(s)”** means cheques, drafts, postal orders, travellers’ cheques and other payments in paper form; it does not include banknotes and coins.
- 1.23 **“Payee”** means a person or business who you want to pay money to.
- 1.24 **“Payer”** means a person who makes a payment.
- 1.25 **“Payment Account”** means one of the account types that we list as a payment account on [bankofireland.com](http://bankofireland.com).
- 1.26 **“Payment Initiation Service Provider”** or **“PISP”** means a Third Party Provider that gives us instructions on your behalf to carry out an Account transaction on your Online Payment Account. This happens in cases where payments can be made using Digital Banking.
- 1.27 **“Payment Instrument”** means a Card, a number code or anything else personal to you that we give you to let you make a payment transaction on your Account.
- 1.28 **“PIN”** means a personal identification number that you use with your Debit Card.
- 1.29 **“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.
- 1.30 **“POS terminal”** means an electronic device which can accept Debit Card transactions.
- 1.31 **“Retailer”** means a business that allows you to pay for goods or services using a Debit Card.
- 1.32 **“Sanctions”** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.
- 1.33 **“Sanctions Authority”** means:
- i. the United States of America;
  - ii. the United Nations Security Council;
  - iii. the European Union;
  - iv. the United Kingdom; or
  - v. the respective governmental institutions of any of the foregoing including Her Majesty’s Treasury, the Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.
- 1.34 **“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).
- 1.35 **“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.
- 1.36 **“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.
- 1.37 **“Schedule of Fees and Charges”** means the **“Schedule of Fees and Charges for Personal Customers”** that we give you when you open your Account. The term also refers to any changes to it or 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).
- 1.38 **“Security Credentials”** means the personalised security feature we require you to use - now or in the future - to access your Account through our online, phone and mobile banking Channels. These Security Credentials are also used to authorise Account transactions. Sometimes we will give you Security Credentials; in other cases we will ask you to choose them. Examples of Security Credentials include: 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 characteristics; or any combination of these features or other ones we require now or in the future.
- 1.39 **“SEPA”** means the Single Euro Payment Area, details of which are available at [bankofireland.com](http://bankofireland.com).
- 1.40 **“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”**.
- 1.41 **“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.
- 1.42 **“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”**.
- 1.43 **“SEPA Zone”** means the member countries of SEPA, details of which are available on Bank of Ireland website at [bankofireland.com](http://bankofireland.com).
- 1.44 **“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.

- 1.45 **"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 21.0.
- 1.46 **"Visa Scheme"** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.47 **"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.
- 1.48 **"You"** and **"Your(s)"** mean the person the Account is opened for.
- 1.49 **"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).
- 1.50 **"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.
- 1.51 **"365 Online"** means our internet banking service accessed via a web browser.
- 1.52 **"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.
- 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 of any such disputed, unauthorised or incorrectly executed transactions for free by 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 behalf of you (for example, through a TPP), we will, subject to Clauses 2.6 and 2.7 below, 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 or stolen or misused and its loss or theft or misuse was reported to us without delay, 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 or gross negligence by you.
- 2.8 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 due to a regulatory or other legal reason.
- 2.9 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.
- 2.10 If any authorised payments 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.
- 2.11 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.

- 2.12 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 your 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 your Card and we suspect that a TPP may be responsible for it. For example, perhaps 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 Identification**

- 3.1 We have legal duties 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.

- 3.2 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 (such as a passport or photo driving licence). We do this in order to protect your Account from the risk of fraud.

- 3.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):

- (a) against fraud, money laundering or terrorism; or
- (b) concerning financial and other sanctions against people, organisations or states.

For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss,

damage or liability suffered by you or anyone else which arises as a result.

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

4.1 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.

4.2 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 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;
- (v) 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;
- (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.

4.3 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.

4.4 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, or telephone (including recorded message) or other means of communication we deem appropriate.

4.5 If we change or add to these terms and conditions, you may end this contract (there will be no charge for doing this) and close your Account. First, however, you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account.

4.6 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 this clause on their effective date.

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

5.1 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.

## **6.0 Reading this Document and Waiver**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.

- 6.8 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.
- 6.9 A reference to a “person” includes a human being, corporation, partnership or organisation.
- 6.10 A reference in the singular includes a reference to the plural and vice versa, where this makes sense. For example, “person” can mean “persons”, and “persons” can mean “a person”.

## **7.0 Making a Complaint**

- 7.1 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.
- 7.2 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.
- 7.3 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).

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

- 8.1 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).
- 8.2 We may end these terms and conditions and close your Account by giving you two months’ notice.
- 8.3 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 in Ireland or anywhere else;
  - (iii) you have failed security checks we carry out; or we carry out a check that shows you have a bad debt with us that you did not disclose in your application for the account;
  - (iv) we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;

- (v) we are required to do so by law, regulation or direction from an authority we have a duty to obey;
- (vi) 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
- (vii) you have breached these terms and 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.

8.4 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 8.3. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 8.3. We will tell you how the block on your Account can be removed (if it can be).

8.5 ***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.

8.6 ***We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control*** (such as an Act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software).

## **9.0 Law and Language**

9.1 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.

9.2 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.

9.3 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.

# Second Level Current Account Terms and Conditions

## **10.0 Your Second Level Current Account**

10.1 We agree to provide you with a Second Level Current Account in your name.

10.2 These terms and conditions apply to your Account and tell you how it works.

10.3 The following also apply to your Account:

- (i) The General Conditions above;
- (ii) The Schedule of Fees and Charges;
- (iii) The terms and conditions that apply to your Debit Card (which we give you below);
- (iv) The contents of documents we give you to make account transactions, for example, lodgement docketts.

10.4 You may use your Account for your own personal needs only.

10.5 You may not use your Account for business or for a charity, club, society or other organisation.

10.6 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. We may suspend the operation of your account generally and/or refuse to process or carry out individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your account or refused any transaction.

10.7 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.

## **11.0 Operating your Account**

- 11.1 You must always have money in your Account.
- 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.
- 11.3 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.
- 11.4 You cannot use the value of a paper payment (such as a cheque lodgement) lodged to your Account until it is cleared. This means that we have to collect the money from the account of the person who gave you the cheque before you are able to use the money. When you look at your balance (how much money you have in your Account) you must not count cheques until they have cleared. (see Clause 13 for more detail).
- 11.5 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.
- 11.6 You shall not knowingly use, authorise or knowingly permit any other person to, directly or indirectly, use the Account or use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any credit agreement with us to fund any trade, business or other activities involving or for the benefit of any Sanctioned Person or in any Sanctioned Country or in any other manner in each case as would result in us being in breach of any Sanctions. You shall not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person or in a Sanctioned Country to fund the Account or to discharge any obligation due or owing to us.

## **12.0 Lodging Paper Payments to your Account**

- 12.1 You should only lodge to your Account a paper payment (such as a cheque lodgement) that is payable to you personally. If we allow you to lodge any other paper payment, you must pay us (when we ask you) if we suffer a loss or have to pay an expense as a result.
- 12.2 If you lodge a paper payment (such as a cheque) in a currency other than euro to your Account, we add the euro equivalent of the paper payment to your Account (we use our exchange rate for that currency on the date we add it to your Account).
- 12.3 If the payer's financial institution returns a paper payment in a currency other than euro unpaid, we take the unpaid paper payment back from your Account. We use our exchange rate for that currency on the date we take it back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

### **13.0 Paper Payments and Withdrawals from your Account**

- 13.1 When you lodge a paper payment (such as 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 decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 13.2 When you are calculating how much you can withdraw from your Account, you should not count in the value of any paper payment lodged into your Account until it has been "cleared for withdrawal".
- 13.3 It can take up to 5 banking days to clear a paper payment for withdrawal if it 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 (such as a payment from the Office of the Paymaster General).
- 13.4 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.
- 13.5 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, on-line Account details and ATM balance, 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 13.4. 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.

### **14.0 Transactions on your Account**

- 14.1 You are responsible for ensuring that any instructions to pay money into and out of your Account is correct and accurate whether you give the instruction yourself or someone else - such as a TPP - gives it 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 orders, if you are not present at the time of receipt of the payment order.
- 14.2 You can instruct us to carry out an Account transaction or give your consent to allow us to give you a service by following the procedures we set out for you now and in the future. These include:
- (a) using your Security Credentials;
  - (b) 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.
- 14.3 When you open your Account or give us an instruction or your consent concerning a service, you agree that we can use your personal data to obey your instruction or give you the service.
- 14.4 You agree that when we process any payment to 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 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.
- If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. If any of the details are not correct, we will not be responsible for any loss or expense this causes.
- 14.5 If we receive a payment or payment instruction which was initiated by you or by 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 such reasons. We will not be liable to you or anyone else if that results in any loss or expense.
- 14.6 If we receive a payment or payment instruction which was initiated by you or by 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. A cut-off time is the latest time in any banking day that we can process a particular account transaction, request or instruction on that 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.
- 14.7 Except in the case of payments made by SEPA Instant Credit Transfers, if we receive a payment or payment instruction which was initiated by you or by 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.
- 14.8 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 (a group of European countries, including the European Union), 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 14.8 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.

- 14.9 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 also applies when someone else, such as a TPP, gives the instruction on your behalf.
- 14.10 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 14.11 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 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.
- 14.12 When you (or anyone else) make a euro cash lodgement 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.
- 14.13 Subject to Clause 14.14 below, we will provide or make available to you a written receipt or record of Account (such as a 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.
- 14.14 You have the option to receive the transaction information set out in Clause 14.13 as individual transaction receipts or in periodic statements. Periodic statements will be provided or made available free of charge at an agreed frequency, as frequently 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 must notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 14.15 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.
- 14.16 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.

## 15.0 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.

15.1 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:

15.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;

15.1.2 to make a cash withdrawal (take money) in euro from your Account;

15.2 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:

15.2.1 to make a cash lodgement of euro (pay cash in euro) into your Account;

15.2.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.

15.3 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.

15.4 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.

- 15.5 The following terms and conditions apply if you get services at a Services Outlet:
- 15.5.1 Taking cash out (cash withdrawals). If you take cash out of your Account, the amount in your Account will generally be reduced immediately.
- 15.5.2 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).
- 15.6 Up-dating the balance on your Account.
- 15.6.1 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).
- 15.6.2 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.
- 15.7 Services Outlet opening times, closures and outages.
- 15.7.1 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.

- 15.7.2 We will not be responsible for any loss or inconvenience you suffer because (a) a Services Outlet is closed before a cut-off time or other time when you wish to 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.
- 15.8 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 for further detail.
- 15.9 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)

## **16.0 Third Party Providers (TPP)**

- 16.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 16.2 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).
- 16.3 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.
- 16.4 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.
- 16.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 16.6 About Payment Initiation Service Providers (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 personally.
- 16.7 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.
- 16.8 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 do so 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.
- 16.9 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 21.0 for more details on the Verification of Payee service.
- 16.10 About Account Information Service Providers (AISPs). If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- 16.11 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.
- 16.12 About Card Based Payment Instrument Issuers (CBPIIs). If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a Debit Card payment, we will treat this as an instruction from you personally.
- 16.13 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 Debit 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). We will do so 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).

16.14 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.

16.15 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. 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.

16.16 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.

16.17 If you permit a TPP to access your Account(s) and/or to initiate an Account transaction (such as, a payment from your Account):

- (a) the TPP will have access to your Online Payment Account(s);
- (b) we are not responsible for anything the TPP does.

## **17.0 Direct Debits**

17.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ("scheme rules").

17.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.

17.3 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.

17.4 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.

- 17.5 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.

- 17.6 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.

- 17.7 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.

- 17.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of Clause 2.

- 17.9 We have no duty to you in relation to goods or services supplied by an Originator.

- 17.10 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/sepadiirectdebts](http://bankofireland.com/sepadiirectdebts).
- (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. else for any loss or expense which results.

## **18.0 Standing Orders**

- 18.1 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.

- 18.2 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 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.

- 18.3 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](http://bankofireland.com) and search "cut off time".
- 18.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.
- 18.5 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.

## **19.0 Lodgement Machines**

- 19.1 You can pay paper payments, banknotes and coins (or a mixture of these) into your Account by attending the cash desk at any of our branches that accept lodgements.
- 19.2 Once you use a permitted Payment Instrument you can pay certain paper payments and banknotes (or a mixture of these) to your Account using a lodgement machine, where available. Coins cannot be lodged in this way.
- 19.3 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.
- 19.4 When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.
- 19.5 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.
- 19.6 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.
- 19.7 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
- ▶ 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.

- 19.8 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.
- 19.9 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.
- 19.10 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.

## **20.0 SEPA Credit Transfers and SEPA Instant Credit Transfers**

- 20.1 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"**.
- 20.2 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.
- 20.3 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.
- 20.4 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.

- 20.5 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.
- 20.6 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.
- 20.7 There may be planned maintenance windows (which we will advise you of) when the SEPA Instant Credit Transfer Service may be temporarily unavailable.
- 20.8 The financial institution where the Payee account is held controls payment into that account. We are not responsible for that.

## **21.0 Verification of Payee**

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 If your Payee is a natural person, you should include their full name (not a nickname).
- 21.5 If your Payee is a legal person (for example a company) you should include its legal or trading name.
- 21.6 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.
- 21.7 When you give us an Instruction to make a SEPA Credit Transfer, or a SEPA Instant In accordance with clause 20.0, 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.
- 21.11 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.
- 21.12 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.

## **22.0 Fees and Charges**

- 22.1 We do not charge fees for maintaining your Account. If you have a Debit Card, however, you should be aware there will be a cross-border handling fee on certain non-euro transactions. Details are contained in our Schedule of Fees and Charges. We do not allow you to have a cheque book on your Account.
- 22.2 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).
- 22.3 You permit us to collect from your Account any of the fees and charges that you owe on the date or dates we select.
- 22.4 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.

## **23.0 Converting your Account**

- 23.1 You agree that when you leave second level education, we will change your Account to a Third Level Current Account (if you qualify for one) or a standard Personal Current Account or another type of account 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.
- 23.2 You agree that if we do not enforce Clause 23.1 above or we delay enforcing it, it will not stop us from taking any action to enforce it in the future.

# Debit Card Terms and Conditions

## 24.0 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 the 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.
- 24.1 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.
- 24.2 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.

- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 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.

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

- 25.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 25.0. 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.
- 25.2 You should sign your Card as soon as you receive it.
- 25.3 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 the PIN in a place where you keep your Card or where it can easily be linked to your Card.

- 25.4 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.
- 25.5 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.
- 25.6 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).
- 25.7 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.

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

- 26.1 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.
- 26.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 26.3 When you use your Card for purchases, the balance 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.

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

- 27.1 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.
- 27.2 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.
- 27.3 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).

27.4 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.

27.5 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 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 27.5 (i) above.

- 27.6 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.
- 27.7 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.
- 27.8 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.
- 27.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 27.10 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.
- 27.11 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.

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

- 28.1 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](https://www.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.
- 28.2 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 Passcode or other Security Credentials.
- 28.3 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.
- 28.4 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.

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

- 29.1 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).
- 29.2 We may change our fees and charges for a valid reason (for example one set out in Clause 4.2) by giving you notice and we will notify you in a way for in the General Conditions and by law regulation.
- 29.3 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 29.4.
- 29.4 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. Full details are set out in the Schedule of Fees and Charges.
- 29.5 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).

### **30.0 Government Duty**

30.1 Government Duty is payable each year on your Debit Card. At the time of printing, we will pay the Government Duty for you without charging it to your Account. If we decide in the future to charge Government Duty, we will charge it to your Account. We will tell you before we do this.

### **31.0 General Terms**

31.1 The Debit Card terms and conditions are in addition to the General terms and conditions and your Account terms and conditions.

31.2 Words and phrases which are defined in the General terms and conditions and your Account terms and conditions have the same meaning when used above.

31.3 If there is a difference between the Debit Card term or condition and a General term or condition or a Account term or condition, the Debit Card term or condition shall apply.

### **32.0 About Us**

32.1 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 you letter to the correct branch).

# 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 you 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 Second Level 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 Second Level 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 Second Level 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 Second Level 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 Second Level 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.

**The information in this schedule is valid from 01 August 2025 and is subject to change.**

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

Bank of Ireland is regulated by  
the Central Bank of Ireland.  
B01/4-734RU.30 (08/25) (A)

