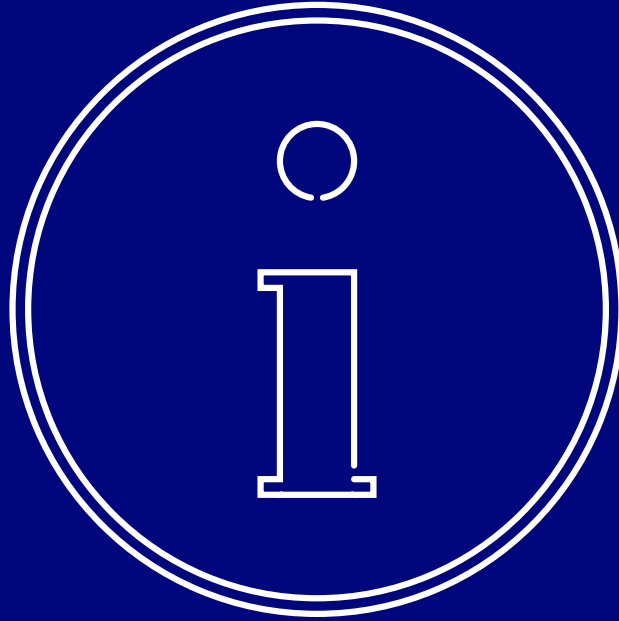




Smart Start Account

Terms and Conditions

Effective from 27 March 2025



**Bank of
Ireland**

The Smart Start Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to basic financial services for their personal needs, in a monitored and controlled environment. When your Child is between the age of 16 and 18 the parent or legal guardian can request to open a Second Level current account in the Child's sole name and to transfer some or all of the money into that account before closing the Smart Start Account. The Child will then have independent control of their own account. We can only complete the parent or legal guardian's request to open a Second Level current account if the Child completes the account opening application form.

What forms our Agreement?

The table below sets out the terms and conditions that apply depending on whether the account is registered for online banking and/or whether the debit card is activated.

	Smart Start Account Terms and Conditions	Smart Start Account General Terms and Conditions	Debit Card Terms and Conditions	Distance Marketing Information	365 Phone and Digital Banking Terms and Conditions
Smart Start Account not registered for 365 Phone and Digital Banking and debit card not activated	✓	✓		✓	
Smart Start Account registered for 365 Phone and Digital Banking and debit card activated	✓	✓	✓	✓	✓
Smart Start Account registered for 365 Phone and Digital Banking and debit card not activated	✓	✓		✓	✓
Smart Start Account not registered for 365 Phone and Digital Banking and debit card activated	✓	✓	✓	✓	

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:

You, the parent or legal guardian have ownership of the Account and all of the money in the Account. If you have not already instructed us to do so, we will close the Account when your Child reaches the age of 18. Where there is a balance left in the Account, we will transfer that money to a current account held with us in your sole name. If you do not hold such an account, we will include advice on how to recoup the money when we advise the you that the account is being closed.

- ▶ You are fully responsible for the Account, and all activity (including the use of the debit card and online banking) carried out on the Account by your Child.
- ▶ Certain restrictions apply to the Account, as follows:
 - ▶ The maximum balance that may be held in the Smart Start Account is €10,000. If this limit is exceeded, the Account may be blocked or closed.
 - ▶ You cannot make credit transfers, for example SEPA Credit transfers or SEPA Instant Credit transfers, to third parties from the Account.
 - ▶ If you have other accounts with us which are registered on Digital Banking, you may be able to make transfers using Digital Banking to those accounts from your Smart Start Account.
 - ▶ You cannot set up direct debits or standing orders from the Account.
- ▶ **If your Child has another current account with us, which is registered on Digital Banking, they will be able to make unrestricted credit transfers through Digital Banking from your Smart Start Account to that current account.**
- ▶ If you do not have another current account with us which is registered on Digital Banking, you will need to carry out credit transfers (from this Account to your other accounts you hold with us) in one of our branches.
- ▶ If money is paid into the Account by mistake, we can correct that by taking it out again. We don't need to tell you in advance.
- ▶ A BIC and IBAN, or account number and sort code and/or name of the Account may be needed to give instructions to pay money into the Account. Care needs to be taken to ensure that this information is written correctly and clearly.

- ▶ We have cut-off times that can be important if you are planning a transaction on your Account in the afternoon or evening. You can find out about them in the terms and conditions and at **bankofireland.com**.
- ▶ If you break the terms and conditions in a way 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.
- ▶ If you pay money into your Account through An Post on a Saturday or other time when we aren't open, we might not be able to up-date your Account until the next day we open.

Smart Start Account

What's in these

Terms and Conditions?

Smart Start Account Terms and Conditions

Page 8

- 1.0 Smart Start Account Terms and Conditions
- 2.0 Who can apply for a Smart Start Account?
- 3.0 How do I open a Smart Start Account?
- 4.0 Who owns the Smart Start Account?
- 5.0 How does the Smart Start Account work?
- 6.0 What restrictions apply to the Smart Start Account?
- 7.0 Does my Child have online access to the Smart Start Account?
- 8.0 Can my Child give instructions on the Smart Start Account in a Branch or Services Outlet?
- 9.0 How does a Card work on a Smart Start Account?
- 10.0 What controls do I have?
- 11.0 What responsibilities do I have?
- 12.0 How are Card payments made?
- 13.0 What happens when my Child turns 16?
- 14.0 How do I close the Smart Start Account?
- 15.0 Can the Bank close the Smart Start Account?
- 16.0 Can the Bank freeze or cancel the Card?
- 17.0 What happens when my Child turns 18?

Smart Start Account General Terms and Conditions

Page 14

- 18.0 Definitions of Terms used in this Document
- 19.0 Your Smart Start Account
- 20.0 Operating your Account
- 21.0 Lodging Paper Payments (for example, cheque lodgements) to your Account
- 22.0 Withdrawals from your Account
- 23.0 Transactions on your Account
- 24.0 Lodgement Machines
- 25.0 Getting some of our payment services at Services Outlets
- 26.0 Third Party Providers (TPP)
- 27.0 Incorrect, Disputed or Unauthorised Transactions
- 28.0 Identification

29.0	Changes to these Terms and Conditions, Fees and Charges
30.0	Fees and Charges and Government Stamp Duty
31.0	Losses and Expenses Caused by Breaking Contract
32.0	Unenforceable Clause, Waiver and Reading this Document
33.0	Making a Complaint
34.0	Ending this Agreement and Interruption to Services
35.0	Law and Language
36.0	About Us

Debit Card Terms and Conditions

Page 29

37.0	Using your Card
38.0	Protecting your Card, PIN and other Security Credentials
39.0	Using your Card for Purchase and Cash Withdrawal
40.0	Paying a Retailer using your Card
41.0	Loss, Theft or other Misuse of your Card
42.0	Fees, Charges and Foreign Currency Transactions
43.0	Government Duty
44.0	General Terms

Distance Marketing Information

Page 34

Smart Start Account

Terms and Conditions

These Smart Start Account Terms and Conditions should be read with the General Terms and Conditions, Debit Card Terms and Conditions and the 365 Phone and Digital Banking Terms and Conditions which may also apply to the Smart Start Account.

If there is a difference between these Smart Start Account Terms and Conditions and the General Terms and Conditions, the Debit Card Terms and Conditions or the 365 Phone and Digital Banking Terms and Conditions, then these Smart Start Account Terms and Conditions will apply.

The Smart Start Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to basic financial services for their personal needs, in a monitored and controlled environment. When your Child is between the age of 16 and 18 the parent or legal guardian can request to open a Second Level current account in the Child's sole name and to transfer some or all of the money into that account before closing the Smart Start Account. The Child will then have independent control of their own account. We can only complete the parent or legal guardian's request to open a Second Level current account if the Child completes the account opening application form.

IMPORTANT: The parent or legal guardian has full ownership of the Account and money in the Account. If the parent or legal guardian has not already instructed us to do so, we will close the Account when the Child reaches the age of 18. Where there is a balance left in the Account, we will transfer that money to a current account held with us in the sole name of the parent or legal guardian. If the parent or legal guardian does not hold such an account, we will include advice on how to recoup the money when we advise the parent or legal guardian that the Account is being closed.

1.0 Smart Start Account Terms and Conditions

- 1.1 These Smart Start Account Terms and Conditions (the **"Terms"**) set out the rules for the Smart Start Account. The Terms apply in addition to the Smart Start Account General Terms and Conditions, Debit Card Terms and Conditions, and Distance Marketing Information (together referred to as the **"Account Terms"**), and the 365 Phone and Digital Banking Terms and Conditions (where relevant). You must read the Account Terms, the 365 Phone and Digital Banking Terms and Conditions (where relevant) and these Terms carefully and ensure you understand them fully, and agree to them, before opening a Smart Start Account.
- 1.2 Words and phrases which are defined in the General Terms and Conditions have the same meaning when used in these Terms.
- 1.3 If there is a difference between the Account Terms or the 365 Phone and Digital Banking Terms and Conditions, and these Terms, these Terms will apply.

2.0 Who can apply for a Smart Start Account?

- 2.1 You may set up a Smart Start Account for your Child aged 7 to 15 (your "Child"). The Account will be in your sole name.
- 2.2 You may only have one Account for each Child.
- 2.3 To open an Account, you and your Child must be resident in the Republic of Ireland and your Child must reside with you on a full time or part time basis.

3.0 How do I open a Smart Start Account?

- 3.1 You can apply for an Account online through the Bank of Ireland Group Website, or if you need additional support at any Bank of Ireland Branch.
- 3.2 You will be required to complete an account application form and to provide:
 - (i) Proof of your identity and your address.
 - (ii) Proof of your Child's identity, for example a birth certificate, passport or passport card and/or proof of guardianship.
 - (iii) We may also ask you for proof of your relationship with the Child, if required.

4.0 Who owns the Smart Start Account?

- 4.1 You will own the Account. You will also own the money in the Account. This includes any money lodged to the Account by your Child or any third party.
- 4.2 You will be fully responsible for managing the Account in line with these Terms, the 365 Phone and Digital Banking Terms and Condition and the Account Terms.

5.0 How does the Smart Start Account work?

- 5.1 The Account is designed to allow you to give your Child access to basic financial services for their personal needs (for example, the management of daily living expenses), in a controlled environment. The Account should not be used for any other purpose.
- 5.2 We will issue you with a debit card (a "Card") for your Child to use on the Account. By giving your Child the Card, you agree that they are authorised to use the Card on the Account.
- 5.3 You may have online access to the Account through 365 online and the BOI App. Once you have online access you can view transactions carried out by your Child on the Account.
- 5.4 You can also give your Child online access to the Account through 365 online and the BOI App by following the instructions we give you. If your Child accesses the Account through 365 online or the BOI App, your Child will be able to view transactions on the Account, view and download statements on the Account.
- 5.5 By giving your Child access to 365 online, you agree that your Child is authorised to access the Account through 365 online, 365 phone and the BOI App. In particular you agree that your Child will be able to view transactions on the Account, view and download statements on the Account.
- 5.6 If you have other accounts with us which is registered on Digital Banking, you may be able to make credit transfers through Digital Banking from your Smart Start Account to those accounts you hold with us (including to a Smart Start Money Pot). If you do not have another account with us which is registered on Digital Banking, you will need to carry out credit transfers (from this Account to your other accounts you hold with us) in one of our branches.
- 5.7 Other people can make credit transfers and cash lodgements into the Account if they have the IBAN or any other details we require.

6.0 What restrictions apply to the Smart Start Account?

- 6.1 The Account operates like a personal current account, but with certain restrictions to protect your Child as follows (these restrictions apply to you and your Child):
 - (i) You will not be able to make third party credit transfers from the Account (in a branch, on 365 Online or or the BOI App). The only credit transfers that may be made by you or your Child are to you or your Child's other accounts held with us where those accounts can accept payments;

- (ii) Your Child will not be able to make withdrawals over the counter in a branch without you;
- (iii) You cannot have a chequebook on the Account;
- (iv) We set maximum daily limits for cash withdrawal from an ATM using a Card;
- (v) The maximum balance that may be held in the Account is €10,000. If you exceed this limit we may ask you to bring the balance below it. If you do not bring the balance below the maximum balance, we may block your Account to credits or close your Account. If we block your Account, this means that you or any third party will not be able to pay money into the Account until this block is removed.
- (vi) You will not be able to set up a standing order or direct debit from your Account;
- (vii) You cannot use Pay to Mobile, a service described in the 365 Phone and Digital Banking Terms and Conditions;
- (viii) You cannot have an overdraft facility on this Account.

6.2 The Account is designed to allow you to give your Child access to basic financial services for their personal needs (for example, the management of daily living expenses), in a controlled environment. The Account should not be used for any other purpose.

7.0 Does my Child have online access to the Smart Start Account?

- 7.1 There is no obligation to give your Child online access to the Account. If you wish to, you can give your Child access to 365 online, 365 phone, and the BOI App by following our instructions. If you give your Child access to 365 online, 365 phone, and the BOI App you agree that your Child is authorised to access the Account through 365 online, 365 phone, and the BOI App. In particular you agree that your Child will be able, to view transactions on the Account, view and download statements on the Account. You agree that your Child may also give instructions to AISPs (described in Clause 26.0 of the Smart Start Account General Terms and Conditions) to access the Account.
- 7.2 **You should be aware that if you give your Child online access to this Account and your Child has or opens a current account with us in their own name (for example a Second Level current account) and registers it on Digital Banking they will be able to make unrestricted transfers from this Smart Start Account to their current account by themselves.**
- 7.3 The use of 365 online, 365 phone and/or the BOI App by your Child is your responsibility. You must ensure that your Child uses 365 online, 365 phone and/or the BOI App in accordance with these Account Terms and the 365 Phone and Digital Banking Terms and Conditions.
- 7.4 You and your Child must keep all Security Credentials secret and safe in accordance with the Account Terms and 365 Phone and Digital Banking Terms and Conditions, and must never share them with anyone.

8.0 Can my Child give instructions on the Account in a Branch or Services Outlet?

- 8.1 Both you and your Child can make cash lodgements to the Account in a branch or in a Services Outlet.
- 8.2 Both you and your Child can make withdrawals in a Services Outlet using the debit card.
- 8.3 Only you can make withdrawals from the Account over the counter in a branch.

9.0 How does a Card work on a Smart Start Account?

- 9.1 We will issue you with a Card that your Child can use on the Account. You do not have to give your Child the Card if you do not wish to. Your Child's use of the Card is your responsibility. You must ensure that your Child uses the Card in accordance with the Account Terms. By giving your Child a Card you agree that they are authorised to use the Card on the Account.
- 9.2 You and your Child must keep the PIN or any other Security Credential secret and take the greatest possible care to prevent anyone knowing it or using the Card fraudulently or without your permission.

- 9.3 The Card and associated Security Credentials (including the PIN) are only to be used by you or your Child. We see use of the correct Security Credentials with the Card or card details as evidence that you or your Child personally carried out the transaction(s) or, if you did not, are in breach of a rule in the Account Terms concerning the correct use of the Security Credentials or the Card.
- 9.4 You should be aware that your Child may be able to register the Card to a Digital Wallet (for example Apple Pay or Google Pay, subject to the age requirements of the service) and use the Card as a Digital Card. You will be responsible for any payments your Child makes using a Digital Card. Your Child may also be able to set up recurring transactions or subscriptions on the Card for which you will be responsible.
- 9.5 You must comply in full with the Debit Card Terms and Conditions as if the Card was in your name. This means for example, that if the Card, or a device it is registered on, is lost or stolen, it is your responsibility to tell the Bank straight away.
- 9.6 The Card can be used to withdraw money at an ATM, and to pay for purchases (both online and in shops). The Card can only be used where there are sufficient money in the Account for the transaction.

10.0 What controls do I have?

- 10.1 You can view and manage the Account by adding the Account to your 365 online profile. You can send money (carry out a credit transfer) to the Account and view transactions on the Account through 365 online and the BOI App.
- 10.2 You can freeze the Card on the Account through your 365 online and the BOI App as a temporary measure. When it is frozen, the Card and any digital version of the card will not work for your Child. When the Card is frozen any recurring transactions or subscriptions will continue to be taken from the Account. These transactions are not frozen.
- 10.3 You should also be aware that if your Child has registered the Card in a Digital Wallet, they will still be able to use the digital card even where you have taken the physical card from them.
- 10.4 You can set the spend and ATM limits on the card. You can amend these limits any time in branch or by calling us.
- 10.5 If your Child uses a Card to carry out a transaction online, Strong Customer Authentication, may (but will not always) be required. If required you will be asked to approve the a payment request.
- 10.6 If your Child has registered the Card to a Digital Wallet, your Child may use a Digital Card to make payments and you will not be asked to approve those payments.
- 10.7 Spend Alerts may be enabled through your 365 online and the BOI App. When this feature is enabled and your Child uses the Card to carry out a transaction you may (but will not always) receive a spend alert.
- 10.8 You can ask the Bank to close the Smart Start Account at any time. **Note: If you close your Smart Start Account, we will also close any Smart Start Money Pot linked to that Account.**

11.0 What responsibilities do I have?

- 11.1 You will be responsible for all acts carried out by your Child in relation to the Account. This includes for example all credit transfers from the Account and all Card payments on the Account. We will treat all account transactions carried out by your Child as if you carried them out.
You must ensure that your Child uses the Smart Start Account, 365 online, 365 phone, the BOI App and the Card in line with these Terms, the Account Terms and the 365 Phone and Digital Banking Terms and Conditions.

12.0 How are Card payments made?

- 12.1 Subject to the restrictions outlined in these Terms, your Child may use the Card to make payments. Any use of the Card by your Child must be in accordance with the Debit Card Terms and Conditions. Your Child may need to use the PIN and other Security Credentials to make payments with the Card. All payments made by your Child will be deemed to have been made by you.
- 12.2 If your Child uses a Card to carry out a transaction online, Strong Customer Authentication may (but will not always) be required. If required, you will be asked to approve the payment request.
- 12.3 Your Child may set up recurring payments or subscriptions using the Card and you will be responsible for those payments.

13.0 What happens when my Child turns 16?

- 13.1 When your Child reaches the age of 16, you can request to open a Second Level current account in your Child's sole name and to transfer some or all of the money into that account before closing the Smart Start Account. Your Child will then have independent control of their own account. We can only complete your request to open an account if your Child completes the account opening application form. Any transfer of money is subject to compliance with any requirements we have, such as anti-money regulations.
- 13.2 You should seek independent tax advice on any implications that may arise before handing over any money to your Child.
- 13.3 You can choose to withdraw money from the Account before requesting to open a new account in your Child's sole name and to close this Account. You can make a credit transfer to your own account held with us, or withdraw cash in a branch or Services Outlet.
- 13.4 If you do not close the Account when your Child is 18, we will close the Account. Where you hold an existing sole personal current account we will transfer the money to that account and close the Account. Where you do not hold a sole personal current account with us, we will tell you how to recoup your money when we are notifying you that we are closing the Account.
- 13.5 You agree that if we do not enforce Clause 13.4 above or we delay in enforcing it, it will not prevent us from taking any action to enforce it in the future.

14.0 How do I close the Smart Start Account?

- 14.1 You can end this agreement and close the Smart Start Account at any time by following the steps set out in the Account Terms. If you request to close your Smart Start Account and there is a Smart Start Money Pot account linked to it, that account will also be closed.

15.0 Can the Bank close the Smart Start Account?

- 15.1 Yes we can end this agreement and close the Account for the reasons set out in the Account Terms. In addition, we can close the Account immediately or block any payments from it, if:
 - (i) you or your Child dies; or
 - (ii) we believe that the Account is being used for a purpose other than the personal needs of your Child; or
 - (iii) you are no longer the legal guardian or have been deemed to have no parental rights to your Child; or
 - (iv) you have exceeded the maximum limit on the Account; or
 - (v) the Child requests us to remove them from the Account; or
 - (vi) the Child is over 18 years old; or
 - (vii) it is not possible for us to contact you because you have changed contact details and have not advised us so that we can update our records.

We do not have to notify you beforehand if we close or block your Account for any of the reasons set out in this Clause. We are not liable to you or anyone else if we close or block the Account for any reason listed in the Account Terms and Conditions.

16.0 Can the Bank freeze or cancel the Card?

- 16.1 Yes we can freeze or cancel the Card for the reasons set out in the Account Terms. In addition we can freeze or cancel the Card if:
- (i) you or your Child dies; or
 - (ii) we believe that the Card is being used for a purpose other than the personal needs of your Child; or
 - (iii) you are no longer the guardian or have been deemed to have no parental rights to your Child; or
 - (iv) the Child is over 18 years old.

17.0 What happens when my Child turns 18?

- 17.1 You agree that if you have not instructed us to open a new account in your Child's sole name and to close your Account before they reach 18 years of age, we may close the Account. Where you hold an existing sole personal current account we will transfer any money to that account and close the Account. Where you do not hold a sole personal current account with us, we will close the Account and if there is a balance we will advise you how you can recoup your money. We will contact you before we do this, if you have kept your contact details up to date. You agree that if we do not enforce this condition or we delay in enforcing it, it will not prevent us from taking any action to enforce it in the future.

Smart Start Account

General Terms and Conditions

Applicable to your Account and Debit Card

18.0 Definitions of Terms used in this Document

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

- 18.1 **"Account"** means the Smart Start Account that you hold with us and references to Smart Start Account means the Account.
- 18.2 **"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.
- 18.3 **"Account transaction"** refers to the payment of money into or out of your Account.
- 18.4 **"ATM"** means an automated teller or cash machine.
- 18.5 **"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.
- 18.6 **"Bank of Ireland Mobile Banking"** means our online system that allows you to access and use certain services using a Bank of Ireland App.
- 18.7 **"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. We will issue the Card in your Child's name, but the parent or legal guardian is responsible for the Card as if it was issued in the parent or guardian's name.
- 18.8 **"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.
- 18.9 **"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.
- 18.10 **"Child"** means the child of the parent or legal guardian who has opened the Account.
- 18.11 **"Chip"** means an integrated circuit embedded in the Card.
- 18.12 **"Contactless"** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card (or a device on which you have registered a Digital Card) is held close to the Card reader rather than inserted into a POS terminal.
- 18.13 **"Cut-off time"** means the latest time that we can process a particular account transaction, request or instruction on that banking day.
- 18.14 **"Debit Card transaction"** means an electronic payment using a Card for the purchase of goods or services which can include payment for Cash-back, by you.
- 18.15 **"Digital Banking"** (a) means our present and future online banking services which can be accessed through 365 Online, Bank of Ireland Mobile Banking, and services available on bankofireland.com; and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or bankofireland.com where that makes sense.
- 18.16 **"Digital Card" or "Digital Debit Card"** means a digital or electronic version of a Card or Debit Card which may be registered in a Digital Wallet on a compatible computer or device.

- 18.17 **"Digital Wallet"** means an electronic payment service that allows you to store a digital version of your Card on a computer or device and make payments using that Digital Card. Digital Wallets may be operated by third party Digital Wallet Providers and are available on supported devices.
- 18.18 **"Digital Security Key"** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 18.19 **"eStatement"** means any document or statement provided or made available in electronic form.
- 18.20 **"Instruction"** means any instruction or consent you or anyone else on your behalf gives us to pay money into or from your Account, or to carry out another Service.
- 18.21 **"Online Payment Account"** means a Payment Account which you can access or use through Digital Banking.
- 18.22 **"Paper payment(s)"** (a) means cheques, drafts, postal orders, Government warrants, travellers' cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 18.23 **"Parent or Legal Guardian"** means the person who has legal parental responsibility over a Child, and opens an account with us.
- 18.24 **"Payee"** means a person or business who you want to pay money to.
- 18.25 **"Payer"** means a person who makes a payment.
- 18.26 **"Payment Account"** means one of the account types that we list as a payment account on bankofireland.com.
- 18.27 **"Payment Initiation Service Provider" or "PISP"** means a Third Party Provider that provides a service in which the PISP gives instructions to us on your behalf to carry out an account transaction on your Online Payment Account where payments can be made using Digital Banking. PISP's are not permitted on this Account.
- 18.28 **"Payment Instrument"** means a Card, number, code, electronic profile or other thing personal to you that we give you to allow you make an account transaction.
- 18.29 **"Person"** includes a human being, corporation, partnership or organisation.
- 18.30 **"PIN"** means a personal identification number that you use with your Debit Card.
- 18.31 **"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.
- 18.32 **"POS terminal"** means an electronic device which can accept Debit Card transactions.
- 18.33 **"Retailer"** means a business that allows you to pay for goods or services using a Debit Card.
- 18.34 **"Sanctions"** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.
- 18.35 **"Sanctions Authority"** means:
- (i) the United States of America;
 - (ii) the United Nations Security Council;
 - (ii) 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.
- 18.36 **"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.
- 18.37 **"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.
- 18.38 **"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.
- 18.39 **"Schedule of Fees and Charges"** means the "Schedule of Fees and Charges for Smart Start Account" that we give you when you open your Account; and any changes to it; and any replacements of it. An up-to-date version of this brochure is available from any of our branches and online at bankofireland.com.
- 18.40 **"SEPA"** means the Single Euro Payment Area details of which are available at bankofireland.com and from which direct debits can be set up through SEPA Direct Debit Scheme.
- 18.41 **"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".
- 18.42 **"Security Credentials"** means the personalised security features we require you to use now or in future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise an Account transaction. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode, security number or code (for example, those generated by a physical or Digital Security Key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.
- 18.43 **"Smart Start Money Pot"** means an on demand savings account that you may open for your Child to use with the Smart Start Account.
- 18.44 **"Terms and Conditions"** means the Smart Start Account General Terms and Conditions, the Smart Start Terms and Conditions and the Debit Card Terms and Conditions, as appropriate contained in this brochure.
- 18.45 **"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.
- 18.46 **"Verification of Payee"** is a service that checks the Name of an intended Payee against the IBAN provided with an instruction for a SEPA Credit Transfer or SEPA Instant Credit Transfer.
- 18.47 **"Visa Scheme"** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 18.48 **"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.
- 18.49 **"You" and "Your(s)"** (a) means the person in whose name the Account is opened; and (b) includes you acting on your own or the Child as permitted by these terms and conditions.
- 18.50 **"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.
- 18.51 **"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.
- 18.52 **"365 Online"** means our internet banking service accessed via a web browser.
- 18.53 **"365 Phone"** means our telephone banking service.

19.0 Your Smart Start Account

- 19.1 We agree to provide you with a Smart Start Account.
- 19.2 These terms and conditions apply to your Account and tell you how it works.
- 19.3 The following also apply to your Account:
- (i) the Smart Start Account terms and conditions;
 - (ii) the Schedule of Fees and Charges for the Smart Start Account;
 - (iii) the terms and conditions that apply to your Debit Card, if activated;
 - (iv) the 365 Phone and Digital Banking terms and conditions, if registered;
 - (v) the contents of documents we give you to make account transactions, for example, lodgement dockets.
- 19.4 You may use your Account for your Child's personal needs.
- 19.5 You may not use your Account for business or for a charity, club, society or other organisation.
- 19.6 We have the right not to allow a payer (other than you) pay cash or a paper payment over the counter in a branch into your Account. For example, if someone wants to pay a sum into your Account on a regular basis, we may ask them to set up a standing order or use our Digital Banking or phone services (if they bank with us) or similar services provided by their own bank (if they bank elsewhere).
- 19.7 The operation of your Account is also subject to general law and regulation, including but not limited to:
- (i) banking and payments regulation;
 - (ii) anti-money laundering and terrorist financing regulation;
 - (iii) data protection regulation; and
- We may suspend the operation of your Account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your Account or stopped any transaction.
- 19.8 Where your Account is available online, you agree that:
- (i) we may set up Digital Banking for your Account and create a profile for you and/or your Child on Digital Banking;
 - (ii) we may require you to take additional steps before you or your Child 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 will form part of our agreement about your Account.

20.0 Operating your Account

- 20.1 You must always have money in your Account.
- 20.2 You must always ensure that you have enough money in your Account to complete an account transaction, for example:
- (i) cash withdrawal at an ATM;
 - (ii) using a Debit Card, for example, using a Debit Card for purchases in euro or a foreign currency;
 - (iii) making a payment using a telephone or the internet, for example a credit transfer;
 - (iv) you want to make an account transaction online.
- 20.3 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 22.0 for more detail).
- 20.4 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.
- 20.5 You must not use the Account in any way which would breach any Sanctions. You must not authorise or knowingly permit any person to use the Account in any way which would breach any Sanction. For example, you must not use the Account or permit a person to use the Account:

- (i) to make a payment to fund a trade, business or any activity that involves or benefits a Sanctioned Person or a Sanctioned Country;
- (ii) to make a payment to fund a trade, business or activity that takes place in a Sanctioned Country;
- (iii) to take in a payment of money where some or all of it is from a Sanctioned Person or Sanctioned Country;
- (iv) to take in a payment of money where some or all of it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or Sanctioned Country; or
- (v) in a way that indirectly involves anything that is mentioned in the previous examples.

21.0 Lodging Paper Payments (for example, cheque lodgements) to your Account

- 21.1 You should only lodge a paper payment (for example, make a cheque lodgement) that is payable to you or your Child to your Account. If we allow you to lodge any other paper payment, you must compensate us (when we ask you) if we suffer a loss or have to pay an expense as a result.
- 21.2 When you lodge a paper payment (for example, a cheque) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 21.3 If the payer's financial institution returns unpaid a paper payment in a currency other than Euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.
- 21.4 If you lodge a paper payment (for example, a cheque) in a currency other than Euro to your Account, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account.

22.0 Withdrawals from your Account

- 22.1 When you consider how much you can withdraw from your Account, you should not count in the value of any paper payment lodged into your Account until it has been cleared for withdrawal.
- 22.2 It can take up to 5 banking days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from a Government Office (for example, a payment from the Office of the Paymaster General).
- 22.3 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.
- 22.4 **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 balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in.** This practice has no effect on Clause 22.3. 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.

23.0 Transactions on your Account

- 23.1 You are responsible for ensuring that any instruction to pay money into and out of your Account is correct and accurate. Except in the case of Verification of Payee, we do not check whether any of the information is correct. Except in the case of Verification of Payee, we do not check whether any of the information is correct. We will not carry out Verification of

Payee for paper-based payment instructions, if you are not present at the time we receive the payment instruction.

- 23.2 You can instruct us to carry out an account transaction or give your consent (for example, a consent to allow us give you a service) by following the procedures we set out for you now or in future, for example:
- (i) by using your Security Credentials;
 - (ii) by using a payment instrument;
 - (iii) in writing;
 - (iv) verbally (as long as you follow our security procedures).
- 23.3 When you open your Account and give us an instruction or your consent concerning a service, you agree that we can process (use) your and your Child's personal data to obey your instruction or give you the service.
- 23.4 You agree that when we process any payment to or from your Account, we will rely on the:
- ▶ BIC (the Identifier Code);
 - ▶ IBAN (the International Bank Account Number) that includes the account number and codes to identify the country, bank and branch of an account; or
 - ▶ The Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and Account Number (the number that identifies an account - usually 8 digits long), that is given with the payment. If these details are not correctly stated by you or by the third party, the payment will be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense;
 - ▶ Name of the Payee (for Sepa Credit Transfers and Sepa Instant Credit Transfers).
- 23.5 If we receive a payment or payment instruction which was initiated by you 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 if we refuse to process a payment or payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 23.6 If we receive a payment or payment instruction which was initiated by you after the relevant cut-off time, we will not process it until the next banking day. There are different cut off times for different account transactions. Please contact us at your branch if you have a query on cut-off times or refer to [bankofireland.com](https://www.bankofireland.com).
- 23.7 Except in the case of payments made by SEPA Instant Credit Transfer, if we receive a payment or payment instruction which was initiated by you on a non-banking day we will treat it as if we had received it on the next banking day.
- 23.8 If we receive your payment instruction before the relevant cut-off time we will process the payment from your Account on the banking day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process. **Note:** This Clause 23.8 does not apply to SEPA Instant Credit Transfers.
- 23.9 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.
- 23.10 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.
- 23.11 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 a conversion from euro to another member state currency, or vice versa, we will credit your Account with the payment on the same banking day that we receive it. All other payments requiring

a conversion will be credited to your Account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account. SEPA Instant Credit Transfers can be received at any time and on any calendar day.

- 23.12 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.
- 23.13 Subject to Clause 23.14 below, we will provide or make available to you a written receipt or record of Account (i.e transaction receipt or statement) setting out the following details in respect of all account transactions:
- (i) A reference enabling you to identify each transaction;
 - (ii) The amount of the transaction;
 - (iii) The amount of any charges applied to the transaction;
 - (iv) Where applicable, the exchange rate applied to the transaction;
 - (v) The debit or credit value date of the transaction.
- 23.14 You have the option to receive the transaction information set out in Clause 23.13 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 will notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 23.15 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.

24.0 Lodgement Machines

- 24.1 Once you use a permitted Payment Instrument, you can lodge certain paper payments including cheque lodgements and banknotes (or a mixture of cheques, other paper payments and bank notes) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.
- 24.2 If you use a lodgement machine to lodge paper payments such as a cheque lodgement (other than cash) we will not treat the paper payment lodgement as received by us until we have taken it from the lodgement machine and checked it. We will only credit your Account with a paper payment express lodgement when we have received and processed it. When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.

- 24.3 If we find a suspected counterfeit banknote in an express lodgement, we will retain it and the value of it will not be credited to your Account. If, following investigation, the suspected counterfeit banknote proves to be genuine, the value of it will be credited to your Account.
- 24.4 If any express lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments, we make an appropriate correcting entry in accordance with Clause 27.2.
- 24.5 We may limit the amount of cash lodgements you can make using an express lodgement. Any limit will be for a valid reason which can include:
- ▶ security;
 - ▶ to improve the services we provide customers;
 - ▶ to reflect changes in our business model, or the way we do business;
 - ▶ to reflect changes in technology or in our systems; and
 - ▶ for a reason that is related to any of the previous ones.
- These limits will be shown on notices in our branches and may vary from time to time.
- 24.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the cash or paper payments lodged until the lodgement machine has taken them in so you cannot retrieve them.
- 24.7 If we find a difference between the value of the paper payments (for example, cheque lodgements) you have inserted in a lodgement machine and the value you have confirmed while using it, you permit us to correct the value of the lodgement.
- 24.8 If there is a dispute between you and us concerning the lodgement machine we may give our records as evidence of dealings in any way that the law allows for. Any of our employees who processed a lodgement, may give evidence as to how much they found in a lodgement machine.

25.0 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.

- 25.1 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:
- 25.1.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
 - 25.1.2 to make a cash withdrawal (take money) in euro from your Account;
- 25.2 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:

- 25.2.1 to make a cash lodgement of euro (pay cash in euro) into your Account;
- 25.2.2 to make a cheque lodgement or paper payment lodgement (pay a cheque or other paper payment) into your Account.
- 25.3 Euro is the only cash you can lodge (pay in) to your Account as part of the Agency Services.
- 25.4 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.
- 25.5 The following terms and conditions apply if you get services at a Services Outlet:
 - 25.5.1 Taking cash out (cash withdrawals). If you take cash out of your Account, the amount in your Account will generally be reduced immediately.
 - 25.5.2 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.
 - (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 cutoff times for different account transactions. If you have a query on cut-off times, please refer to our website 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).
- 25.6 Up-dating the balance on your Account.
 - 25.6.1 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).
 - 25.6.2 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.
- 25.7 Services Outlet opening times, closures and outages.
 - 25.7.1 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.
 - 25.7.2 We will not be responsible for any loss or inconvenience you suffer because
 - (i) a Services Outlet is closed before a cut-off time or other time when you wish to wish to get Agency Services; or
 - (ii) a Services Outlet is permanently closed; or
 - (iii) a Services Agent cannot make the Agency Services available to you, for example because of a problem with their electronic systems; or
 - (iv) 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 our BOI payment card is damaged.
- 25.8 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 Clause 33.0 about making a complaint for further detail.

- 25.9 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.

26.0 Third Party Providers (TPP)

Please note only AISP services are available on this Account. PISP services and CBPII services are not available on this Account.

- 26.1 To use the services of an AISP for your Account, you must be able to access your Account through Digital Banking.
- 26.2 Where we provide your AISP access to your Account, you can choose to allow your AISP to access relevant information. For more information on the types of information an AISP can access please see bankofireland.com/accountaccess/help-roi/.
- 26.3 You are not obliged to use the services of an AISP for the Account but, if you do, it is your responsibility to read the terms and conditions of the AISP. It is also your responsibility to understand exactly what information the AISP will be able to access and how it will be used by them. This should all be covered in your agreement with the AISP. An AISP should be registered with any relevant financial services regulator in order to provide payment services to you.
- 26.4 An AISP may look for access to your Account - for example, to provide account information services to you. However, we will only allow such access where you (or your Child) have permitted us to allow that.
- 26.5 It is the responsibility of the AISP to ensure any information it holds about you or your Account is secure.
- 26.6 About AISPs. If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- Note: You agree that your Child may provide instructions to AISPs to access information about your Account, and we will also treat this as an instruction from you.**
- 26.7 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.
- 26.8 At any time you wish you can:
- (i) cancel the service that an AISP provides you concerning your Account; or
 - (ii) cancel any consent or permission you give an AISP that concerns your Account.
- You may have to follow the AISP's procedure to make sure they cancel their service or stop acting on your consent or permission.
- 26.9 If you send your AISP a cancellation when we are processing an instruction 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.
- 26.10 If you permit an AISP to access your Account:
- (i) the AISP will have access to your Online Payment Account; and
 - (ii) we are not responsible for anything the AISP does.

27.0 Incorrect, Disputed or Unauthorised Transactions

- 27.1 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 or if the payee is acting illegally or fraudulently.
- 27.2 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment(s).
- 27.3 You must tell us about any transaction that was not:
- (i) authorised by you; or
 - (ii) done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us for free of using the Freephone number listed on our website bankofireland.com.
- 27.4 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.
- 27.5 If payment is made from your Account, that was not authorised by you or on behalf of you, we will, subject to Clauses 27.6 and 27.7 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.
- 27.6 If any unauthorised payments came about because a Payment Instrument (for example, the Card (or a device on which a Digital Card has been registered), number or code) was lost, stolen or misappropriated, and this is reported to us as soon as possible after you or the Child become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the Payment Instrument was not detectable by you or the Child, then you will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 27.7 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud by you or the Child, or because you or the Child failed intentionally, or by behaving with gross negligence, to fulfil your obligations under these terms and conditions.
- 27.8 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.
- 27.9 We will not be responsible for any loss caused if we make a payment which was initiated by you that contained an incorrect Account Number and Sort code (or IBAN and BIC) supplied by you or by someone else, 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.
- 27.10 We will not be responsible for any loss caused if we can show that:
- (i) a payment was made by us and received by the payee's bank within the time set out in these terms and conditions; or
 - (ii) the payment is not possible due to a regulatory or other legal reason.

- 27.11 If we suspect or detect any fraud or unauthorised activity on your Account, we will advise you by phone call, SMS message or email as appropriate, unless doing so would break the law. If we deem it necessary, we may block your Account and will advise you of the block and how it may be removed.
- 27.12 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:
- (i) that you have not authorised a TPP to give the instruction; or
 - (ii) 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.
- 27.13 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.
- 27.14 You should contact a TPP directly if you have any queries or complaints regarding the services they provide you.

28.0 Identification

- 28.1 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:
- (i) Proof of your identity and your address;
 - (ii) Proof of your Child's identity, for example a birth certificate, passport or passport card and/or proof of guardianship;
 - (iii) How you got the money that you wish to pay into your Account;
 - (iv) Facts about the person, business or group to whom you wish to pay money from your Account; and
 - (v) We may ask you for proof of your relationship with your Child, if required.
- 28.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you or any user on the Account to show us (and allow us copy) proof of your identity, for example a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud.
- 28.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):
- (i) against fraud, money laundering or terrorism; or
 - (ii) concerning financial and other sanctions against people, organisations or states.
- For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else that results from our following any such law or taking action we consider reasonably appropriate to comply with it.

29.0 Changes to these Terms and Conditions, Fees and Charges

- 29.1 We may for a valid reason at any time:
- (i) change these terms and conditions including adding to them;
 - (ii) add new fees and charges or change existing fees and charges; or
 - (iii) change any facility on your Card.
- 29.2 Here are examples of valid reasons for us to make any such change:
- (i) to better comply with a law, regulation or other legal duty;
 - (ii) to reflect a change in the law, code of practice, or a decision or recommendation by a court, ombudsman or regulator;
 - (iii) to improve the services we provide customers;
 - (iv) to remove (or change) a service if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;

- (v) to introduce (or change) a fee or charge to ensure a service is cost effective or sustainable for us or makes a reasonable profit or provides a reasonable return on investment or equity;
 - (vi) to reflect changes in our business model, or the way we do business;
 - (vii) to reflect changes in technology or in our systems;
 - (viii) for a reason that is related to any of the previous ones.
- 29.3 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.
- 29.4 The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time, and may be by letter, electronic mail, other form of writing, telephone (including recorded message) or other means of communication we deem appropriate.
- 29.5 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and close your Account but first you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account.
- 29.6 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.

30.0 Fees and Charges and Government Stamp Duty

- 30.1 There are a small number of charges for particular services, for example, using your Debit Card for purchases in foreign currency. We will generally charge them to your Account when we provide the particular service. These are shown in the "Schedule of Fees and Charges for the Smart Start Account".
- 30.2 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.
- 30.3 We have a legal duty to collect Government Duty that you owe concerning your Account, for example, duties on bank drafts and Debit Cards. We will pay any Government card duty for you. In the future we may decide to stop paying the Government card duty and instead charge it to the Smart Start Account, but we will give you notice in advance before doing so.
- 30.4 You permit us to collect from your Account any of the fees and charges, Government Duty that you owe on the date or dates we select.
- 30.5 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.

31.0 Losses and Expenses Caused by Breaking Contract

- 31.1 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.

32.0 Unenforceable Clause, Waiver and Reading this Document

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 Words and phrases defined in the Terms and Conditions are not case sensitive and have the same meaning regardless of whether an initial letter in a word is in uppercase (a capital) or lowercase.

- 32.5 The index, explanatory notes, and headings used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.
- 32.6 When a Child performs a transaction on 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.
- 32.7 Any reference to “write”, “writing”, “written”, any other form of the verb to write (or to something that can be read) includes the following:
- (i) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and
 - (ii) any email, SMS (text message to a mobile phone), pop up on our app, facsimile or other electronic communication.
- 32.8 Nothing in these terms and conditions:
- (i) 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
 - (ii) 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.
- 32.9 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”.
- 32.10 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.

33.0 Making a Complaint

- 33.1 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 www.bankofireland.com/help-centre/customer-complaints-process provides further details about these channels and our complaints process.
- 33.2 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.
- 33.3 If you are not satisfied with our response, you can refer the matter to the Financial Services and Pensions Ombudsman by writing to them at The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. You can find more information on how to access their resolution process by visiting their website at fspo.ie.

34.0 Ending this Agreement early and Interruption to Services

- 34.1 You may ask us to close your Account at any time with immediate effect or by a future date you choose by calling into one of our branches or by completing the account closure form on our website bankofireland.com. If you do, these terms and conditions will come to an end once both:
- (i) we have paid you any balance on your Account; and
 - (ii) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, fees, charges and Government Duty).
- 34.2 We may end these terms and conditions and close your Account by giving you two months’ notice.

- 34.3 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 (under Irish or other law);
 - (iii) you have failed security checks;
 - (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.
- 34.4 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 34.3. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 34.3. We will tell you how the block on your Account can be removed (if it can be).
- 34.5 ***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.
- 34.6 ***We aren't liable for interruptions beyond our reasonable control.*** We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example, act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

35.0 Law and Language

- 35.1 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 are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- 35.2 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.
- 35.3 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.

36.0 About Us

- 36.1 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).

Debit Card Terms and Conditions

IMPORTANT: Please also bring the following terms and conditions to your child's attention as they contain important information about the debit card.

37.0 Using your Card

- (i) We agree to provide you with a Card in your Child's name for their use under these Debit Card Terms & Conditions which also explains how it works. These should be read in conjunction with the General Terms & Conditions, your Account Terms & Conditions, and the Schedule of Fees and Charges which also apply to your Card.
 - (ii) In order to use a 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 Card we issue you is your acceptance of these Debit Card Terms & Conditions.
 - (iii) These terms and conditions (as amended from time to time) will continue to apply until they are terminated.
 - (iv) Where you use a Digital Debit Card, our terms and conditions for Digital Wallets will apply.
 - (v) 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. You can also request a copy from us at any time free of charge.
- 37.1 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.
- 37.2 You may use your Card if all these conditions are met:
- (i) Your Card has not been deliberately altered or defaced in any way.
 - (ii) The expiry date on your Card has not passed.
 - (iii) There is sufficient funds in your Account to meet the payment.
 - (iv) The limits which apply to the Card are not exceeded. (These limits may change from time to time and are available on request).
 - (v) You have not broken any of the terms and conditions, 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
 - (vi) The correct PIN or other Security Credentials are provided.
- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 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.

- 37.7 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.

38.0 Protecting your Card, PIN and other Security Credentials

- 38.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 38.0. 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.
- 38.2 Your Child should sign your Card as soon as you receive it.
- 38.3 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.
- 38.4 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.
- 38.5 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.
- 38.6 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 or your Child must contact us immediately.
You may advise us free of charge via the Freephone number listed on our website [bankofireland.com](https://www.bankofireland.com).
- 38.7 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/or loss to you.

39.0 Using your Card for Purchase and Cash Withdrawal

- 39.1 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.
- 39.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 39.3 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.

40.0 Paying a Retailer using your Card

- 40.1 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.
- 40.2 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.
- 40.3 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](https://www.bankofireland.com).
- 40.4 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.
- 40.5 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 41.5 (i) above.
- 40.6 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.
- 40.7 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.
- 40.8 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.

- 40.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 40.10 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.
- 40.11 If a Retailer refuses to accept or honour your 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.

41.0 Loss, Theft or other Misuse of your Card

- 41.1 You or your Child 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 or your Child 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.

42.0 Fees, Charges and Foreign Currency Transactions

- 42.1 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](https://www.bankofireland.com).
- 42.2 We may change our fees and charges for a valid reason (for example one set out in Clause 30.0) by giving you notice and we will notify you in a way allowed for in the Smart Start Account General Terms and Conditions and by law or regulation.
- 42.3 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 Clauses 42.4 and 42.5.
- 42.4 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.
- 42.5 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.

43.0 Government Duty

- 43.1 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.

44.0 General Terms

- 44.1 The Debit Card Terms and Conditions are in addition to the Smart Start Account General Terms and Conditions and your Smart Start Terms and Conditions.
- 44.2 Words and phrases which are defined in the Smart Start Account General Terms and Conditions or the Smart Start Terms and Conditions have the same meaning when used above.
- 44.3 If there is a difference between (a) Debit Card term or condition and a Smart Start Account General term or condition, the Debit Card term or condition shall apply.

Distance Marketing Information

Note: The following information is relevant to you if you opened or changed your Account product without face-to-face contact with us (for example, by phone or internet).

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 of Ireland is licensed under the Central Bank Act 1971 by the Central Bank of Ireland. 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 appropriate branch).

Our Main Business

The principal business of the Bank is the provision of retail financial services to customers. This includes taking deposits and lending.

Description of Financial Service

This is the Smart Start Account. It is a parent's or legal guardian's current account that allows a Child aged 7 to 15 to access a basic financial services for their personal needs in a monitored and controlled environment. When the Child is between 16 and 18 the parent or legal guardian can request to open a Second Level account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Account.

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 Smart Start 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.

Minimum Duration

The Smart Start Account can continue until the Child is 18. If the Child is over 18 years of age and the parent/legal guardian has not closed the account the Bank may close the account and will communicate with the parent/legal guardian regarding any funds held.

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 the Smart Start Account” (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 Smart Start General 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). Please note: The Bank will pay the Government card duty for you.

Early Termination

We may end the agreement by giving you two months’ notice. We may end the agreement if you break the terms and conditions which apply to the Account or if certain things happen, for example, if you die, or become bankrupt, or we are required to close the account by law. The General Terms and Conditions include further detail on this. The parent/legal guardian can end the terms and conditions by closing the account at any time. This can be done by calling or writing to any Bank of Ireland Branch or writing to our registered office which is shown above.

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 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.

Making a Complaint

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 www.bankofireland.com/help-centre/customer-complaints-process provides further details about these channels and our complaints process.

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.

If you are not satisfied with our response, you can refer the matter to the Financial Services and Pensions Ombudsman by writing to them at The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. You can find more information on how to access their resolution process by visiting their website at fspo.ie.

bankofireland.com

Bank of Ireland is regulated by the Central Bank of Ireland.
37-1653R.2 (03/25) (A)

