



# Terms and Conditions

General

Personal Current Account

Golden Years Current Account

Third Level Student Current Account

Graduate Current Account

Debit Card



**Bank of  
Ireland**



# What forms our Agreement?

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

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Personal Current Account Customers with debit card	✓	✓				✓	✓
Golden Years Current Account Customers without debit card	✓	✓	✓				✓
Golden Years Current Account Customers with debit card	✓	✓	✓			✓	✓
Third Level Student Current Account Customers without debit card	✓	✓		✓			✓
Third Level Student Current Account Customers with debit card	✓	✓		✓		✓	✓
Graduate Current Account Customers without debit card	✓	✓			✓		✓
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# General Terms and Conditions

## Applicable to your Account and Debit Card

### 1.0 Definitions of Terms used in this Document

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

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

by way of cash-back up to €100.

- 1.13 **“Chip”** means an integrated circuit embedded in the Card.
- 1.14 **“Contactless”** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card (or a device on which you have registered a Digital Card) is held close to the Card reader rather than inserted into a POS terminal.
- 1.15 **“Consumer credit law”** means the law, regulations and statutory codes which govern any overdraft you have with us, for example, the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010.
- 1.16 **“Cut-off time”** means the latest time in any banking day that we can process a particular account transaction, request or instruction on that banking day.
- 1.17 **“Debit Card transaction”** means an electronic payment using a Card for the purchase of goods or services, which can include payment for Cash-back, by you.
- 1.18 **“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 [www.bankofireland.com](http://www.bankofireland.com); and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking and/or [www.bankofireland.com](http://www.bankofireland.com) where that makes sense.
- 1.19 **“Digital Card”** or **“Digital Debit Card”** means a digital or electronic version of a Card or Debit Card which may be registered in a Digital Wallet on a compatible computer or device.
- 1.20 **“Digital Wallet”** means an electronic payment service that allows you to store a digital version of your Card on a computer or device and make payments using that Digital Card. Digital Wallets may be operated by third party Digital Wallet providers and are available on supported devices.
- 1.21 **“Digital Security Key”** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile.
- 1.22 **“Interest quarter”** means a three month period that we use to calculate interest we charge.
- 1.23 Any reference to **“in writing”** or **“written”** includes an electronic or digital instruction, signature or receipt where the Bank offers those services digitally.
- 1.24 A reference to **“money available”** in an Account includes money available by overdraft where that is so.
- 1.25 **“Online Payment Account”** means a Payment Account which someone can access or use through Digital Banking.
- 1.26 **“Overdraft”** means you have taken more money from your Account than you have in it and can also mean the amount of money which you owe us as a result of doing that. The words **“overdraw”**, **“overdrawn”** and **“overdrawing”** refer to the act of causing an overdraft.
- 1.27 **“Paper payment(s)”** (a) means cheques, drafts, postal orders, Government warrants, travellers’ cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 1.28 **“eStatement”** means any document or statement provided or made available

in electronic form.

- 1.29 **"Payee"** means a person who receives a payment.
- 1.30 **"Payer"** means a person who makes a payment.
- 1.31 **"Payment Instrument"** means a Card, number, code, electronic profile or other thing personal to you that we give you to allow you to make an Account transaction.
- 1.32 **"Payment Account"** means an account that is of a type that we list as a payment account on [www.bankofireland.com](http://www.bankofireland.com).
- 1.33 **"Payment Initiation Service Provider"** or **"PISP"** means a Third Party Provider that provides a service in which the PISP gives instructions to us on your behalf to carry out an Account transaction on your Online Payment Account where payments can be made using Digital Banking.
- 1.34 **"Person"** includes a human being, corporation, partnership or organisation.
- 1.35 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"**.
- 1.36 **"PIN"** means a personal identification number that you use with your Debit Card.
- 1.37 **"Physical Security Key"** means a small hand held physical device that can generate security codes for use in Digital Banking and be used as a Security Credential.
- 1.38 **"POS terminal"** means an electronic device which can accept Debit Card transactions.
- 1.39 **"Retailer"** means a business that allows you to pay for goods or services using a Debit Card.
- 1.40 **"Sanctions"** means economic or financial sanctions, or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.
- 1.41 **"Sanctions Authority"** means:
  - i. the United States of America;
  - ii. the United Nations Security Council;
  - iii. the European Union;
  - iv. the United Kingdom; or
  - v. the respective governmental institutions of any of the foregoing including Her Majesty's Treasury, the Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.
- 1.42 **"Sanctioned Country"** means any country or other territory subject to a country-wide export, import, financial or investment embargo under any Sanctions (as defined and construed by the relevant Sanctions Authority). A full up-to-date list of sanctioned countries can be found on our website at [www.bankofireland.com/sanctions](http://www.bankofireland.com/sanctions).
- 1.43 **"Sanctions List"** means any list issued or maintained and made public by any of the Sanctions Authorities as amended, supplemented or substituted from time to time.
- 1.44 **"Sanctioned Person"** means any person that is:
  - i. listed on, or majority owned or controlled by a person listed on, a



Sanctions List;

- ii. a government of a Sanctioned Country;
- iii. an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; or
- iv. resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country.

- 1.45 **“Schedule of Fees and Charges”** means the **“Schedule of Fees and Charges for Personal Customers”** that we give you when you open your Account; and any changes to it; and any replacements of it. An up-to-date version of this brochure is available from any of our branches and online at [www.bankofireland.com](http://www.bankofireland.com).
- 1.46 **“SEPA”** means the Single Euro Payment Area details of which are available at [www.bankofireland.com](http://www.bankofireland.com).
- 1.47 **“SEPA Payments”** means non-urgent payments made within SEPA and which are subject to the SEPA Credit Transfer or SEPA Direct Debit Scheme Rules.
- 1.48 **“Security Credentials”** means the personalised security features we require you to use now or in future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise an Account transaction. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode, security number or code (for example, those generated by a physical or digital security key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.
- 1.49 **“Third Party Provider”** or **“TPP”** means a third party provider that is authorised to provide certain services to you or someone else that concerns the account such as payment services or accessing information, for example an AISP, a PISP or a CBPII.
- 1.50 **“Unauthorised overdraft”** means where your account is overdrawn in excess of an agreed overdraft or (where there is no agreed overdraft) any overdraft on your account.
- 1.51 **“Visa Scheme”** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.52 **“We”, “Us” and “Our”** means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland, and its successors, and legal or equitable transferees or assignees.
- 1.53 **“You” and “Your(s)”** (a) means the person(s) in whose name(s) the Account is opened or the person(s) whose name(s) appears on the Debit Card; and (b) includes you acting on your own and through anyone else you authorise to act on your behalf, for example, a TPP. If you have a Joint Account, references in these terms and conditions to **“you”** and **“your”** include both the Joint Account Holders, together and separately.
- 1.54 **“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 [www.bankofireland.com](http://www.bankofireland.com).

- 1.55 **"3D Secure Passcode"** means your one time passcode sent to your mobile phone by text message (SMS) or generated by you using a Physical Security Key for use on 3D Secure which you may need to complete a purchase using your Card.
- 1.56 **"365 Online"** means our internet banking services accessed via a web browser.
- 1.57 **"365 Phone"** means our telephone banking service.

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

- 2.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment(s).
- 2.2 You must tell us about any transaction that was not:
  - (a) authorised by you or on your behalf (for example, was not authorised by you through a TPP); or
  - (b) done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us for free of using the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com).
- 2.3 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, in the absence of obvious error, these records are evidence of dealings in relation to your Account or the Card.
- 2.4 If payment is made from your Account that was not authorised by you or on your behalf, (for example, through a TPP), we will, subject to Clauses 2.5 and 2.6, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, we will be entitled to recover it from your account without further reference to you.
- 2.5 If any unauthorised payments came about because a Payment Instrument (for example, your Card (or a device on which you have registered a Digital Card), number or code) was lost, stolen or misappropriated, and this is reported to us as soon as possible after you become aware of it, the maximum you will have to pay is €50. If the loss, theft or misappropriation of the Payment Instrument was not detectable to you, then you will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 2.6 You will be liable for the full amount of the unauthorised payments if they were made because of any fraud by you, or because you failed intentionally, or by behaving with gross negligence, to fulfil your obligations under these terms and conditions.
- 2.7 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the transaction had not happened.
- 2.8 We will not be responsible for any losses caused if we make a payment which

was initiated by you or on your behalf (for example, through a TPP), that contained an incorrect Account Number and Sort code (or IBAN and BIC) supplied by you or someone else, for example, a TPP. We will make every reasonable effort to get back any money involved in the transaction for you. We may charge you for any reasonable costs that we have to pay in getting this money back for you.

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

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

Where the Account is a Joint Account the following apply:

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

closing the Account, taking all or any of the money out of the Account, asking for communications (including statements) to be provided electronically or on paper, applying for credit or ending services.

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

#### **4.0 Identification**

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

For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else which arises as a result.

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

- 5.1 We may add to or change these terms and conditions at any time. We may add new fees and charges or change existing fees and charges at any time. We may amend or alter any facility on your Card at any time.
- 5.2 We will tell you in advance if we add to or change these terms and conditions or if we add new fees and charges or change existing ones or amend or alter any facility on your Card. The type and amount of notice that we will give you will follow the laws and regulations that apply at that time, and may be by

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

- 5.3 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for doing this) and close your Account but first you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account.
- 5.4 If you do not ask us to end this contract under Clause 5.3, you are deemed to accept the changes which we tell you about under Clause 5.2 on their effective date.

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

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

## **7.0 Reading this Document and Waiver**

- 7.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.
- 7.2 If we do not enforce the rights we have under these terms and conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 7.3 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited to these examples.
- 7.4 The index and headings used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.
- 7.5 When a person performs a transaction on your behalf in relation to your Account, these terms and conditions will apply just as if you had performed the transaction yourself. Each reference to “you” in these terms and conditions should be read as such.

## **8.0 Making a Complaint**

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

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

- 9.1 You may ask us to close your Account at any time. If you do, these terms and conditions will come to an end once both:
- (a) we have paid you any balance on your Account; and
  - (b) you have paid everything you owe in relation to your Account (for example, any overdrawn balance, interest, fees, charges and Government Duty).
- 9.2 We may end these terms and conditions and close your Account by giving you two months notice.
- 9.3 We will comply with consumer credit law if we stop any overdraft facility when we close your Account.
- 9.4 We may close your Account immediately or block any payments from it if:
- (i) you die or lose contractual capacity;
  - (ii) you are declared bankrupt or insolvent (under Irish or other law);
  - (iii) you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise;
  - (iv) you have failed security checks;
  - (v) we have reason to suspect there is unauthorised or fraudulent activity on your Account, even where we think you are innocent;
  - (vi) we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - (vii) the balance on your Account is between zero and €10.00 and you have not carried out an account transaction on it for a period of 12 months or more; or
  - (viii) you have breached these terms and conditions.
- 9.5 We do not have to notify you beforehand if we close or block your Account for any reason listed in Clause 9.4. We are not liable to you or anyone else if we close or block your Account for any reason listed in Clause 9.4. We will tell you how the block on your Account can be removed (if it can be).
- 9.6 We do not have to provide ATM facilities at all times or during particular hours and we may withdraw any of our ATM facilities at any time.
- 9.7 We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example, act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.

## **10.0 Law & Language**

- 10.1 These terms and conditions and any matter arising from your Account or your Card are governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in connection with them.
- 10.2 The English language is and will be used for the purpose of interpreting these terms and conditions of the Account and for all communication in connection with the Account and your Card.
- 10.3 Any references to law or taxation in these terms and conditions are accurate on the print date, and should be read to reflect later changes in the law or taxation.

# Personal Current Account Terms and Conditions

## 11.0 Your Personal Current Account

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

## 12.0 Operating your Account

- 12.1 You must keep your Account in credit unless you already have an agreed overdraft

- limit. If your Account is overdrawn for any reason, you must repay the overdraft to us.
- 12.2 You must always ensure that you have enough in your Account to complete an account transaction, for example:
- (a) cash withdrawal at an ATM;
  - (b) using a Debit Card, for example, using a Debit Card for purchases in euro or a foreign currency;
  - (c) writing a cheque;
  - (d) making a payment using a telephone or the internet, for example a credit transfer;
  - (e) if a standing order or direct debit is due to be paid;
  - (f) when you are due to pay interest and fees;
  - (g) you want to make an Account transaction online; or
  - (h) you want to make an Account transaction that is initiated through a PISP.
- 12.3 If you have an agreed overdraft, you can use it to make account transactions. However, you cannot use the value of a paper payment (for example, a cheque) lodged to your account until it is cleared (see Clause 14 for more detail).
- 12.4 We may refuse to pay money from your Account if this would cause it to become overdrawn or to go over an agreed overdraft limit (where there is one). We do not have to tell you of this refusal beforehand.
- 12.5 Sometimes, we may allow you to pay money from your Account even where that causes your Account to go into an unauthorised overdraft (where there is one). No matter how often we allow you do this, we may refuse to allow it on any other occasion.
- 12.6 If your Account goes overdrawn, we will charge you the interest which we describe in Clause 22.
- 12.7 We may allow you to submit certain servicing requests digitally through our website or Digital Banking. You may need to use your Security Credentials to complete these requests.
- 12.8 You shall not knowingly use, authorise or knowingly permit any other person to, directly or indirectly, use the Account or use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any credit agreement with us to fund any trade, business or other activities involving or for the benefit of any Sanctioned Person or in any Sanctioned Country or in any other manner in each case as would result in us being in breach of any Sanctions. You shall not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person or in a Sanctioned Country to fund the Account or to discharge any obligation due or owing to us.

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

- 13.1 You should only lodge a paper payment (for example, cheque lodgements) that is payable to you, to your Account. If we allow you to lodge any other paper payment, you must compensate us (when we ask you) if we suffer a loss or



have to pay an expense as a result.

- 13.2 If you lodge a paper payment (for example, a cheque) in a currency other than Euro to your Account, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account.
- 13.3 If the payer's financial institution returns unpaid a paper payment in a currency other than Euro, we calculate the amount we take back using our exchange rate for that currency on the date we take the unpaid paper payment back from your Account. We are not liable for any loss you may suffer or any expense you have as a result.

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

- 14.1 When you lodge a paper payment (for example, a cheque) into your Account, we send it to the payer's financial institution and ask if they will pay it. When the payer's financial institution receives the paper payment and decides that it can be paid from the payer's account it is said to be "cleared for withdrawal".
- 14.2 When you consider how much you can withdraw from your Account (including how much you can overdraw if you have an agreed overdraft limit), you should not count in the value of any paper payment lodged into your Account until it has been cleared for withdrawal.
- 14.3 It can take up to 5 banking days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from an account in a financial institution in Northern Ireland or abroad or from a Government Office (for example, a payment from the Office of the Paymaster General).
- 14.4 It depends on the payer, and the payer's financial institution, whether or not the paper payment is cleared for withdrawal. Not every paper payment is eventually cleared for withdrawal. It is possible for a paper payment to be returned unpaid to us instead. If a paper payment is returned to us unpaid, we will take the amount of the paper payment back out of your Account.
- 14.5 Caution: You need to take great care when a paper payment is paid into your Account and has not yet cleared for withdrawal. In your Account statement or eStatement, online Account details and balance given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 14.4. You should not assume a paper payment has cleared for withdrawal just because we show it in an Account statement, eStatement, online or at an ATM.
- 14.6 The idea of a paper payment being cleared for withdrawal is distinct from the idea of the "balance cleared for interest" (dealt with in Clause 23).

## **15.0 Transactions on your Account**

- 15.1 You are responsible for ensuring that any instruction to pay money into and

out of your Account is correct and accurate whether:

- (a) you give the instruction yourself; or
- (b) someone else gives it, for example a TPP, on your behalf.

We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.

- 15.2 You can instruct us to carry out an Account transaction or give your consent (for example, a consent to allow us give you a service) by following the procedures we set out for you now or in future, for example:
  - (a) by using your Security Credentials;
  - (b) by using a payment instrument;
  - (c) in writing;
  - (d) verbally (as long as you follow our security procedures); or
  - (e) using 365 Phone and Digital Banking channels.
- 15.3 When you open your Account, give us an instruction or your consent concerning a service, you agree that we can process (use) your personal data to obey your instruction or give you the service.
- 15.4 You agree that when we process any payment to or from your Account, made by yourself, by someone else or by you through a TPP, we will rely on the:
  - BIC (the Bank Identifier Code);
  - IBAN (the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account); or
  - The Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
  - Account Number (the number that identifies an account – usually 8 digits long), that is given with the payment. If these details are not correctly stated by you or by the third party, the payment will be processed in accordance with those incorrect details, and we are not liable to you or anyone else if that results in any loss or expense.
- 15.5 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf (for example a TPP) that does not have the information that we need to identify the account that will receive the payment, for example, an Account Number and Sort code (or IBAN and BIC), we may refuse to process it. We will tell you and/or the TPP if we refuse to process a payment or payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 15.6 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example a TPP) after the relevant cut-off time, we will not process it until the next banking day. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times or refer to [www.bankofireland.com](http://www.bankofireland.com).
- 15.7 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf, (for example, a TPP) on a non-banking day we will treat it as if we had received it on the next banking day.

- 15.8 If we receive your payment instruction before the relevant cut-off time (whether you gave it or it was initiated through a TPP or someone else on your behalf), we will process the payment from your Account on the banking day (“D”) that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process.
- 15.9 If you instruct us to make a payment from your account to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate. This clause applies where someone else, for example a TPP, gives the instruction on your behalf.
- 15.10 The financial institution where the payee’s account is held controls payment into that account. We are not responsible for that.
- 15.11 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.
- 15.12 When you (or anyone else) lodge cash to your Account in one of our branches and in the same currency as your Account, we will process it and immediately credit your Account.
- 15.13 Subject to Clause 15.14, we will provide or make available to you a written receipt or record of Account (i.e. transaction receipt or statement) setting out the following details in respect of all account transactions;
- (a) A reference enabling you to identify each transaction;
  - (b) The amount of the transaction;
  - (c) The amount of any charges applied to the transaction;
  - (d) Where applicable, the exchange rate applied to the transaction;
  - (e) The debit or credit value date of the transaction.
- 15.14 You have the option to receive the transaction information set out in Clause 15.13 as individual transaction receipts or in periodic statements. Periodic statements will be provided or made available free of charge at an agreed frequency, as frequent as monthly. Unless you and we agree otherwise, we will provide or make available statements at an agreed frequency. If the

average balance in the Account for a period was under €20 (and it was never in overdraft in the period) or there were less than 4 transactions in the Account in a period, we may only make the statement for that period available to you if you request it. You will always receive a statement at least annually. You will notify us if you want to opt for a different frequency, or receive individual transaction receipts.

- 15.15 If a TPP (or any person other than you) gives us an instruction to make an Account transaction or do something else concerning your Account, we may refuse to obey the instruction if we know or reasonably suspect you have not authorised the TPP (or other person) to give us that instruction.
- 15.16 Once your Account is registered for Digital Banking you will have access to eStatements for your Account and you will not receive paper versions of some or all documents or statements for your Account. If you request a paper copy of an eStatement we will treat this as a request for a duplicate statement and it will be managed in line with our duplicate statement process. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between you and us, are satisfied when we provide you with the relevant document or eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to documents in electronic form and eStatements as the reference so requires. eStatements can be viewed and downloaded by you and will be stored by us in accordance with your Digital Banking terms and conditions. We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some notifications by editing your preferences through Digital Banking. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.

## **16.0 Cheques written by you**

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

## **17.0 Lodgement Machines**

- 17.1 Once you use a permitted Payment Instrument, you can lodge certain paper payments including cheque lodgements and banknotes (or a mixture of cheques, other paper payments and bank notes) to your Account by using a lodgement machine, where available. Coins cannot be lodged in this way.
- 17.2 If you use a lodgement machine to lodge paper payments such as a cheque lodgement (other than cash) we will not treat the paper payment lodgement as received by us until we have taken it from the lodgement machine and checked it. We will only credit your Account with a paper payment express lodgement when we have received and processed it. When you make a cash lodgement using a lodgement machine it will be made immediately available and credited to your Account.
- 17.3 If we find a suspected counterfeit banknote in an express lodgement, we will retain it and the value of it will not be credited to your Account. If, following investigation, the suspected counterfeit banknote proves to be genuine, the value of it will be credited to your Account.
- 17.4 If any express lodgement which has already been credited to your Account is later found to have contained counterfeit banknotes or counterfeit or fraudulent paper payments, we make an appropriate correcting entry in accordance with Clause 2.1.
- 17.5 We may limit the amount of cash lodgements you can make using an express lodgement. These limits will be shown on notices in our branches and may vary from time to time.
- 17.6 By using a lodgement machine, you agree that you accept the risk of loss, theft or destruction of the paper payments lodged until we have processed them.
- 17.7 If we find a difference between the value of the paper payments (for example, cheque lodgements) you have inserted in a lodgement machine and the value you have confirmed while using it, you permit us to correct the value of the lodgement and you accept that correction (but not where it is clear we made a mistake).
- 17.8 You agree to accept the testimony of any employee of ours who processed a lodgement, as to how much he or she found in a lodgement machine (but not where it is clear that we or our employee made a mistake).

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

- 18.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 18.2 Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information; or make relevant payments from your Account; or both. For more information on the types of information and payments a TPP can access and make please see [www.bankofireland.com/openbanking](http://www.bankofireland.com/openbanking).
- 18.3 You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also

- your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.
- 18.4 A TPP may look for access to your Account, for example, to provide payment or account information services to you. However, we will only allow such access where you have permitted us to allow that.
  - 18.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
  - 18.6 About PISPs: If we receive an instruction from a PISP to initiate a payment on your Account, we will treat this as an instruction from you.
  - 18.7 You can instruct a PISP to initiate a payment on your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to make the payment by using our online verification processes and your Security Credentials. Once you have authorised us in that way to make the payment initiated by the PISP, we will treat the payment as though you asked us to make it yourself.
  - 18.8 Once you have authorised us to proceed with a payment initiated by a PISP it can't be amended or stopped unless you ask us to amend or stop it before the relevant cut-off time.
  - 18.9 AISPs: If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
  - 18.10 You can instruct an AISP to access and hold details of your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the 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 account for up to 90 days and we will obey those requests. Once each 90 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 Account with your AISP.
  - 18.11 About CBPIIs: If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a Card payment, we will treat this as an instruction from you.
  - 18.12 Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a Card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
  - 18.13 TPPs when you have a Joint Account: If the Account is in the name of two or more of you, one of you can instruct a TPP to access your Account details or

initiate a payment on your Account by using the TPP's procedures and ours. If we receive a request from a TPP to access your Account details or initiate a payment, we respond to it as if all or both of you have made the request or asked the TPP to make it on behalf of each of you.

- 18.14 At any time you wish you can:
- (a) cancel any service that a TPP provides you that concerns your Account; or
  - (b) any consent or permission you give a TPP that concerns your Account.
- You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission.
- 18.15 If you send your TPP a cancellation when we are processing an instruction from them to carry out an Account transaction, or to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.
- 18.16 If you permit a TPP to access your Account(s) and/or to initiate an Account transaction (for example, a payment from your Account):
- (a) the TPP will have access to your Online Payment Account(s); and
  - (b) we are not responsible for anything the TPP does.

## **19.0 Direct Debits**

- 19.1 Direct debit payments are covered by the SEPA Direct Debit Scheme Rules ("scheme rules").
- 19.2 An authorised Direct Debit Originator ("Originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.
- 19.3 The Originator can take a payment from your Account if both
- (a) you have authorised a direct debit instruction in the Originator's favour; and
  - (b) the Originator has followed the scheme rules.
- 19.4 We can refuse to pay a direct debit payment request from your Account to the Originator if that would mean your Account goes into an unauthorised overdraft.
- 19.5 If you wish to cancel a direct debit or a direct debit payment on your Account, there are two ways you can do this:
- (a) give a written instruction; or
  - (b) through Digital Banking by following the steps we have set out there.
- To stop a direct debit payment, you must instruct us at least one banking day before the payment is due. If your instruction to cancel arrives later than that, and we make a direct debit payment, we will not be liable to you or anyone else for any loss or expense which results.
- 19.6 Any agreement you have with an Originator is not changed when you cancel a direct debit instruction with us. We have no obligation to you or to the Originator to put in place alternative arrangements to pay money you owe the Originator.
- 19.7 You can request a refund of a direct debit payment up to eight weeks from the date that any direct debit was paid from your Account.
- 19.8 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of Clause 2.

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

19.10 Debtor Services:

- (a) We will provide a series of debtor services which will allow you to manage your direct debit payments. Full details of the available debtor services, which may change from time to time, can be found at [www.bankofireland.com/sepadirectdebits](http://www.bankofireland.com/sepadirectdebits).
- (b) We will process any debtor service instructions by the Banking Day following receipt of the instruction by us, and you should submit any instructions in good time before you want your instruction to take effect. We accept no liability arising from any late receipt of your instruction by us.

## **20.0 Standing Orders**

20.1 A standing order is an instruction from you to pay a fixed amount from your Account at regular intervals (for example, every week, month, year) to another account held by either you or another person with us or with another financial institution.

20.2 You must give us the BIC and IBAN, or Sort Code and Account Number, (which are explained in Clause 15) of the person that you want to make the payments to. If you like, you can also give us a reference number that we will include with all payments.

20.3 You can:

- (a) postpone an individual payment under a standing order; or
  - (b) change or cancel a standing order set up on your Account;
- by giving a written instruction or through Digital Banking by following the steps we set out by close of business one banking day before the standing order is due to be paid. If your instruction (to postpone, change or cancel) arrives later than that, and we make a standing order payment which does not comply with your instruction, we will not be liable to you or anyone else for any loss or expense which results.

20.4 We may cancel any standing order if you miss three payments in a row because you do not have enough money in your Account.

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

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

21.1 We charge a monthly fee for maintaining the account irrespective of the balance maintained or the level of activity in your account. This fee is shown in the Schedule of Fees and Charges and is applied to your account on the last banking day of the calendar month.

21.2 You will not be charged the fee for maintaining the account for the calendar month in which you open your account.



- 21.3 You will not be charged the fee for maintaining the account for the calendar month in which you close your account.
- 21.4 There are a small number of charges for particular services, for example, using your Debit Card for purchases in foreign currency or same day funds transfers. We will generally charge them to your Account when we provide the particular service. These are shown in the Schedule of Fees and Charges.
- 21.5 Our "Schedule of International Transaction Charges" shows our charges for international payments, travel money and other services. You can get a copy of this from our branches or on our website [www.bankofireland.com](http://www.bankofireland.com).
- 21.6 We have a legal duty to collect Government Duty that you owe concerning your Account, for example, duties on cheques, Debit Cards.
- 21.7 You permit us to collect from your Account any of the fees, service charges and Government Duty that you owe, on the date or dates we select.
- 21.8 If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account(s) or for using Digital Banking.

## **22.0 Overdrafts (Clause 22 does not apply to Third Level Student Current Account holders as they are not eligible to apply for an overdraft)**

### **Charges and Interest**

- 22.1 The Bank charges you a fee (the "Overdraft Facility Fee") which is first due on the date the agreed Overdraft is approved. Detail of this fee can be found in the Schedule of Fees and Charges and in the Important Information of your Consumer Credit Agreement (CCA) Document.
- 22.2 The Bank is entitled to charge you the Overdraft Facility Fee if it approves an increase in the amount of the agreed Overdraft which will be due on the date the Bank approves the increase.
- 22.3 The Overdraft Facility Fee is also payable annually on each anniversary date of the date it was last due under Clause 22.1 or 22.2 above.
- 22.4 We charge overdraft interest when your Account is overdrawn whether the overdraft is within an agreed overdraft limit or there is an unauthorised overdraft. Our present overdraft interest rates are set out in the Schedule of Fees and Charges. It shows you the overdraft interest rate which applies to you.
- 22.5 We can change the overdraft interest rate up or down at any time at our discretion. If we increase the overdraft interest rate we will give you notice. We will tell you of changes in interest rates in a way which complies with consumer credit law. We will choose the way that we tell you this. We can do it by letter, electronic mail, telephone (including recorded message) or other means of communication we deem appropriate. If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 22.6 We normally set the overdraft interest rate by taking into account:
- Prevailing market rates (but the overdraft interest rate is not linked to

these rates);

- Any special feature of the Account;
- The risk we attach to an overdraft on the Account.

This Clause 22.6 does not limit Clause 22.5.

22.7 We calculate and charge overdraft interest each interest quarter on the daily overdraft balance cleared for interest rounded to the nearest Euro that you owe us (see Clauses 22.8 to 22.10 for an explanation of the “balance cleared for interest”).

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

22.8 We calculate the amount of interest we charge you for an overdraft on what we call the “balance cleared for interest” on your Account. In the balance cleared for interest:

(a) we do not count in the amount of a paper payment paid into your Account until the banking day after it is paid into your Account; but

(b) we count in the amount of a paper payment on the banking day it is paid in if it is drawn on an account held in one of our branches in the Republic of Ireland.

22.9 In your Account statement or eStatements online, Account details and balances given at an ATM, we generally add in the value of a paper payment on the day it is paid into your Account. We do this to show you when the paper payment was paid in. This practice has no effect on Clause 22.8.

22.10 Clauses 22.8 to 22.10 have no effect on Clause 14. For example, it is a mistake to assume a paper payment has cleared for withdrawal just because we count it in the balance cleared for interest.

### **Security**

22.11 Where security is required by the Bank, you cannot avail of an agreed Overdraft until all such security requirements have been completed in full to the satisfaction of the Bank.

22.12 You agree to pay the Bank all legal charges and other costs associated with the completion of the Bank’s security requirements (if any), and you also agree that the Bank has your authority to make withdrawals from your account to pay them as they arise.

22.13 Any mortgage held by the Bank over a ‘house’ within the meaning of the Consumer Credit Act, 1995 (and including a site for such a house) will not secure the Facility unless the Important Information indicates otherwise.

### **Reviews**

22.14 The Bank will review an agreed Overdraft on the agreed review date. The Bank may extend an agreed Overdraft beyond the Normal Review Date, but it is not obliged to do so. In addition, the Bank may review an agreed Overdraft at its discretion at any time including between the agreed review dates.

22.15 You must ensure that you do not allow the amount of an overdraft on the account to exceed the agreed Overdraft Limit.

22.16 On any review, the Bank may reduce the amount of an agreed Overdraft Limit or terminate an agreed Overdraft, for example, because you have not used an

agreed Overdraft in the last 12 months or because of a change in your financial circumstances. This clause is subject to (and does not limit) Clauses 22.19 to 22.23. You must be aged 18 years or more to be eligible to apply for an agreed overdraft.

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

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

### **Overdrafts Repayable on Demand**

- 22.19 If your Account is in overdraft (even within an agreed overdraft limit) you must repay the overdraft to us in full if we demand it in writing.
- 22.20 If there is an agreed overdraft limit we can cancel our commitment:
- (a) to provide all or part of the overdraft; or
  - (b) to carry out an instruction from you that would cause the Account to be overdrawn or more overdrawn; or
  - (c) both (a) and (b), we will advise you of this by writing to you. For example, we could do that in the demand under Clause 22.19.
- 22.21 We do not have to notify you before we exercise any of our rights under Clauses 22.19 and 22.20 (except to the extent required under Consumer Credit Law).
- 22.22 Clauses 22.19 to 22.21 apply in full to any overdraft even where it is an agreed overdraft. If there is a conflict between a credit agreement concerning an agreed overdraft and Clauses 22.19 to 22.21, Clauses 22.19 to 22.21 prevail.
- 22.23 If we demand repayment of an overdraft or cancel our commitment under one we will comply with Consumer Credit Law.

# Golden Years Current Account Terms and Conditions

## **23.0 Your Golden Years Current Account**

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

## **24.0 Fees and Charges**

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

## **25.0 General Terms**

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

# Third Level Student Current Account Terms and Conditions

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

- 26.1 We offer the Third Level Student Current Account (the “Account”) to applicants who are aged 25 years of age or younger and are engaged in full-time third level education or are full-time in a post-graduate course that lasts at least one academic year in a college recognised by the Central Applications Office (CAO).
- 26.2 We have no obligation to offer the Account to applicants who are aged over 25 years of age and are engaged in fulltime third level education or are full-time in a post-graduate course that lasts at least one academic year. Despite this Clause 26.2, sometimes we do offer the Account to applicants aged over 25. If we do, we can withdraw the Account and apply Clause 26.6 below at any time.
- 26.3 If you meet the conditions set out in Clauses 26.1 or 26.2 above, we may also ask that:
- (i) you give us satisfactory evidence that you are attending third level education institution for more than 21 hours each week;
  - (ii) you give us a Central Applications Office (“CAO”) number to help us confirm your identity and permanent address (you also agree that your Account is not considered to be open until the CAO verifies your details to us).
- 26.4 You agree that you will no longer be entitled to the features specific to the Third Level Student Current Account on:
- (i) leaving full-time third level education; or
  - (ii) reaching the age of 25 years.
- 26.5 You agree that you are only entitled to a Third Level Student Current Account for a limited period and on a once off basis. We are not obliged to offer you this account again if you have already held a Third Level Student Current Account previously.
- 26.6 You agree that on the date that you are no longer entitled to a Third Level Student Current Account, we will change your Account to our standard Personal Current Account and standard agreed overdraft (if you have one) or to another type of account (or agreed overdraft) that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.

- 26.7 You agree that if we do not enforce Clause 26.6 above or we delay enforcing it, it will not stop us from taking any action to enforce it in the future.
- 26.8 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

## **27.0 Fees and Charges**

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

## **28.0 General Terms**

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

# Graduate Current Account Terms and Conditions

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

- 29.1 We offer the Graduate Current Account (the “Account”) to applicants who have graduated from full-time third level education within the last three years.
- 29.2 You agree that you will be entitled to the features specific to the Account for a period of two years only.
- 29.3 You agree that on the date that you are no longer entitled to a Graduate Current Account, we will change your Account to our standard Personal Current Account and standard agreed overdraft (if you have one) or to another type of account or agreed overdraft that we select for you. The terms and conditions for the account we select for you will then apply. We will write to you before we change your Account.
- 29.4 You agree that if we do not enforce the rights we set out in Clause 29.3 above or we delay enforcing it, it will not prevent us from taking any action to enforce it in the future.
- 29.5 You may use your Account for your personal needs only, for example, the management of daily living and household expenses.

## **30.0 Fees and Charges**

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

## **31.0 General Terms**

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



# Debit Card Terms and Conditions

## 32.0 Using your Card

- a. We agree to provide you a Card in your name for your sole use under these Debit Card terms and conditions which also explains how it works. These should be read in conjunction with the General terms and conditions, your Account terms and conditions and Schedule of Fees and Charges which also apply to your Card.
  - b. In order to use this Debit Card, it must be activated. You can do this at a Bank of Ireland ATM. If activation does not take place within 60 days of the issue of the Card, in the interest of Card security, the Card will be cancelled and a new Card will be applied for. Your Card belongs to us. The activation of the Debit Card we issue you is your acceptance of these Debit Card terms and conditions.
  - c. These terms and conditions (as amended from time to time) will continue to apply until they are terminated.
  - d. Where you use a Digital Debit Card, our terms and conditions for Digital Wallets will apply.
  - e. We will provide you with these terms and conditions at account opening. The most up to date version of the terms and conditions that apply to your Card can also always be found on the Bank's website at [www.bankofireland.com](http://www.bankofireland.com). You can also request a copy from us at any time free of charge.
- 32.1 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.
- 32.2 You may use your Card if all these conditions are met:
- (a) Your Card has not been deliberately altered or defaced in any way.
  - (b) The expiry date on your Card has not passed.
  - (c) There is sufficient funds from your Account to meet the payment.
  - (d) The limits which apply to the Card are not exceeded. (These limits may change from time to time and are available on request).
  - (e) You have not broken any of these terms and conditions, any of the terms and conditions of your Account and where you use a Digital Card, you

have not broken any of the terms and conditions for Digital Wallets or any terms and conditions of a Digital Wallet provider; and

(f) The correct PIN or other Security Credentials are provided.

- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 Once you receive a replacement or new Card from us, we will send the new Card details to Visa. If you have set up a recurring Card payment Visa may send your new Card details to the relevant merchants so that those Card payments can continue. We are not liable if Visa or a merchant fails to update your new Card details.

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

- 33.1 You are responsible for your Card and you must ensure that you protect it in line with this Clause 34. 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.
- 33.2 You should sign your Card as soon as you receive it.
- 33.3 You must keep the PIN or any other Security Credential secret, memorise it and take the greatest possible care to prevent anyone knowing it or using the Card fraudulently or without your permission. You should never write down your PIN in a place you also keep your Card or where it can easily be linked to your Card.
- 33.4 When making online transactions you may be required to provide additional Security Credentials through the 3D 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.
- 33.5 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.
- 33.6 If your Card (or a device on which you have registered a Digital Card) is lost or

stolen or you think someone knows your PIN, or other Security Credentials, you must contact us immediately. You may advise us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com).

- 33.7 We will send Cards and/or PIN numbers to the correspondence address we have for you. You must tell us immediately in writing if you change your correspondence address. If you change your correspondence address and do not tell us immediately there is a risk that Card and/or PIN may be intercepted which could result in fraud and loss to you.

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

- 34.1 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.
- 34.2 You must make sure that a Card transaction including the amount is correct before you enter your PIN or any other Security Credential.
- 34.3 When you use your Card for purchases, the balance (or any remaining balance of an agreed overdraft limit) on your Account will usually be reduced immediately by the amount of the transaction. The full details of the Card transaction will only appear on the regular Account statement or eStatement we provide to you after it has been fully processed by us. However, a record of the Card transaction generally appears immediately on Digital Banking, ATMs and where available on statements which are printed using a branch statement printer.
- 34.4 You should not use your Card to put your account in overdraft unless you have agreed this in writing with us beforehand.

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

- 35.1 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.
- 35.2 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.
- 35.3 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 [www.bankofireland.com](http://www.bankofireland.com).
- 35.4 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.
- 35.5 Retailers in general:
- (i) If we authorise a payment for you to a Retailer in a Cardholder not present transaction this will immediately reduce the available balance in your Account (including any agreed overdraft if you have one) by the payment amount,
  - (ii) Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available balance on your Account for a period of time as set out in Clause 36.5(i) above.
- 35.6 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.
- 35.7 If a Retailer refuses to accept the Card because an authorisation is not possible, for example, due to problems with electronic systems or because your Card is damaged we are not liable.
- 35.8 If we are unable to process your Card transaction because we have not received an authorisation request for the transaction we are not liable.
- 35.9 If a Retailer refunds a payment we will credit the amount to your Account when we receive confirmation of the refund from the Retailer.
- 35.10 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.

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

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

- 36.1 You must tell us immediately if your Card (or a device on which you have registered a Digital Card) is lost or stolen, if you suspect your Card has been used without your permission or if your PIN, 3D Secure Passcode or other Security Credentials becomes known or is in possession of someone else. You must inform us by calling us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://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.
- 36.2 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.
- 36.3 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 Passcode, you agree that we can conclude that the transaction was made by you.
- 36.4 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.

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

- 37.1 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 [www.bankofireland.com](http://www.bankofireland.com).
- 37.2 We may change our fees and charges by giving you notice and we will notify you in a way allowed by law or banking regulations.
- 37.3 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 on the Banking Day we take it from your Account.
- (i) A cross border handling fee is payable for using a Card for purchases in a foreign currency and ATM transactions. However we do not apply a cross border handling fee at our ATMs for non euro cash withdrawals.
  - (ii) The cross border handling fee is distinct from commission we may charge

as set out in Clause 37.4.

- 37.4 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 these cash withdrawals:
- (a) when you withdraw Sterling from our own ATMs in Northern Ireland; or
  - (b) when you withdraw Sterling from our own ATMs in UK Post Office locations.
- Full details are set out in the Schedule of Fees and Charges.

## **38.0 General Terms**

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

# Distance Marketing Information

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

## About us

We are the Governor and Company of the Bank of Ireland and we are also known as Bank of Ireland. Our main business is banking and financial services. Our Head Office is at 40 Mespil Road, Dublin 4. Our Registered Number in the Companies' Registration Office is C-1. Our Value Added Tax (VAT) number is IE8Y42002P. Bank of Ireland is regulated by the Central Bank of Ireland. If you wish to contact us about the account, please write to the Bank of Ireland branch in which your account is held.

## Description of Financial Service

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

## Minimum Duration

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

## Fees and Charges

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

## **Your Right to Cancel**

Under the DMD Regulations, you may cancel your current account contract within 14 days of opening it by writing to your account opening branch. The regulations state you must include practical instructions for exercising the right to cancel the contract (which instructions must include the address to which notification of cancellation must be sent). Any money in the account will be returned to you but if your account is overdrawn, you will have to repay us the overdraft amount and any interest accrued on any overdraft before we close your account. We do not charge you for closing the account and cancelling the contract but we are entitled to be paid or to retain fees and charges due for (i) services provided by us under the Personal Current Account Terms and Conditions; and (ii) any Government Stamp Duty you owe. If you do not cancel your contract under the DMD Regulations, your contract with us will continue until you (or we) close the account.

## **Early Termination**

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

## **Governing Law and Language**

The account will be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the account. The English language is and will be used for the purpose of interpreting the Terms and Conditions of the Account and for this and all communication in connection with the Account.

## **Compensation Scheme**

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



Bank of Ireland is regulated by the Central Bank of Ireland.  
4-790R.21 (11/20)

