# **Current Account Switching Services**

Welcome to Bank of Ireland UK

Bank of Ireland 🛞 UK

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# Bank of Ireland UK Switching Options

Bank of Ireland UK has two switching services,

- The Current Account Switch Service, and
- The Bank of Ireland UK Switch Service.

A member of our staff can take you through the key features of each to help you decide which is appropriate for you.

Before you switch your account using one of these services you must open your new Bank of Ireland UK account. You will need to complete an account opening form including the switching section and, if required, order your ATM/Debit card(s) and/or chequebook. Your new account should be opened immediately and you should receive your new card(s) and/or cheque book in around 5 working days for personal customers and 10 working days for business customers.

If you are a personal customer over 16 years old your account will be automatically registered for Banking 365 and you will receive a PIN at your address within 5 days.

# Current Account Switch Service



The Current Account Switch Service is an industry-wide account standardised switch service created by the UK Payments Council. It is a free service that lets you switch your current account from one participating bank or building society to another. It has been designed to be simple, reliable and stress-free and is backed by the Current Account Switch Guarantee.

### The benefits

The service provides the following benefits:

- All your payments (in to and out of your account) will be moved to your new account.
- Any remaining credit balance in your old account will be transferred to your new account and your old account will automatically close.
- If any payments are accidentally made to your old account after your switch date, these will be automatically redirected or forwarded to your new account.
- The switch process will be managed entirely by Bank of Ireland UK and will be backed by the Current Account Switch Guarantee.

#### The guarantee provides the following:

The Current Account Switch Guarantee ensures your current account will switch on a day of your choice; your payments will be automatically transferred and redirected to your new account. In the unlikely event anything goes wrong with your switch; we will refund any interest and charges (incurred on your old or new current account(s)) as a result of this failure as soon as it is brought to our attention.

### You can use the Current Account Switch Service for:

The Current Account Switch Guarantee applies for switches between sterling current accounts from participating banks or building societies which operate inside the United Kingdom (i.e. England, Scotland, Wales and Northern Ireland), the Channel Islands and the Isle of Man for customers that are either:

- A consumer (including children's accounts)
- A business with an annual turnover that does not exceed £6.5 million and employs fewer than 50 people
- A small charity with an annual income of less than £6.5 million
- A small trust with a net asset value of less than £6.5 million

#### You cannot use the Current Account Switch Service for:

- Any switch where an account party (account holder or authorised officers for micro-enterprises, trusts and charities) for the old account is not an account party for the new account (e.g. in a joint to sole account). The new account may have additional account parties.
- Any switch where the legal status of the business, charity or trust presented to us differs from that recorded with the old bank.
- Any switch where your old or new account is not accessible for credits and debits via Faster Payment Service (FPS) or CHAPS.
- Any switch to or from a bank or building society that is not participating in the Current Account Switch Service. You can find a list of participating organisations at www.currentaccountswitch.co.uk

#### How to switch

First, select an appropriate "Switch Date". This is the date we will close your old bank account. The Switch Date should be at least 12 working days from the date you apply for your new Bank of Ireland UK personal account or at least 15 days from the date you apply for your new Bank of Ireland UK business account. This is in order to give us enough time to open your account and order your card and chequebook, if required.

If you have a bank account that includes an overdraft, you can switch to us using the Current Account Switch Service. And if you'd like to have an overdraft just speak to us before starting your switch. We will advise if you're eligible for an overdraft, dependent on our lending criteria and your credit status.

If you have outstanding debt on your old account (including any fees or charges) after the Switch Date, your old bank will tell you. You are liable for any outstanding debt on your old account remaining after the Switch Date.

Using the information provided in the switching section of the account opening form, our Account Switching Unit will do the following:

- Contact your old bank for details of all direct debit, standing order payments and/or future date payments from your old account. We will also ask for details of your online beneficiaries.
- Contact your old bank when we receive the details above with an instruction to cancel all direct debits and/or standing orders. We will set up all these payments on your new account according to the information given to us by your old bank. Please inform your new Bank of Ireland UK branch if you wish to change or cancel any of these payments. For changes or cancellations of a direct debit, please also advise the relevant originator (person/company who receives the payment).
- Set up your online beneficiaries on your 365 or Business On Line profile. To access 365 or Business On Line please follow the instructions listed on the letter received with your pin.
- Contact your old bank with the instruction to close your old account and transfer the balance to your new Bank of Ireland UK account on your agreed Switch Date. Funds will be retained by your old bank to cover any transactions made before the Switch Date on your old account which are still in the process of being cleared on the Switch Date.

You must not use and should destroy your old card(s) and chequebook by or on the Switch Date. Don't forget to register your mobile phone on 365 online and download our mobile banking app to make and receive Pay to Mobile payments between any registered Bank of Ireland UK accounts.

If you have arranged to make recurring payments using your old account debit card number, your old bank won't know your new account debit card number so won't be able to transfer these to your new account. We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted. If you have any existing regular payment mandates that are not sterling, or that quote a Bank Identifier Code (BIC) or IBAN, these won't be switched to your new account automatically. If you provide us with the relevant details separately, we can set up them up on your new account.

In relation to Open Banking (OB), any authorisations already given to Third Party Providers (TPPs) to access your Old Bank account will not be automatically switched by CASS. If you are switching before OB is live at Bank of Ireland UK, we recommend that you make alternative arrangements to pay, for example with a credit or debit card. If you are switching after we have OB live, you should request a list of all TPP authorisations from your Old Bank for the account being switched out before the account is closed and reset your consent with the TPPs (where applicable) for your new Bank of Ireland UK account to ensure uninterrupted TPP services. Once your old account is closed TPPs won't be able to access it anymore.

**Personal accounts only:** You can apply for a short term overdraft to help while your accounts are switched. Please note that this is not guaranteed and will depend on your application meeting our lending conditions\*.

We will provide an interest-free and fee-free overdraft for a period of 3 months from the date you open your account, as long as you meet our current lending conditions. If, after the first 3 months, you keep the overdraft, normal banking charges will apply to it and interest will be charged at the then current rate. Please see our 'Personal current account charges explained' brochure for details of those charges.

From the date your Bank of Ireland UK account is opened, we will not charge you any informal overdraft charges for 3 months and in the unlikely event anything goes wrong with your switch, we will refund any interest and charges **incurred on your old or new current account(s)** as a result of this failure as soon as it is brought to our attention. We will make these refunds within a reasonable period of time and regardless of whether or not the interest and/or charges were incurred as a result of an error by ourselves, or by your former bank.

\* When we assess whether you meet our lending conditions we will check your credit record held by a credit-reference agency. The credit-reference agency will make a note of our search on your credit record, whether or not your application for an overdraft goes ahead. Other organisations will be able to see that note on your credit record and it could affect your ability to get credit elsewhere for a short period of time. If an overdraft is approved, we will disclose details about the conduct of your account to credit reference agencies and that information will be accessed and used by others. This will include information about the running of the account, such as the limit and balances, as well as payment performances. The records held by credit reference agencies may be used to prevent fraud and money laundering.

Your step by step guide to the Current Account Switch Service Before your switch can start, you will need to fill in an account opening application including the Current Account Switch Service (CASS) Switch form and choose your Switch Date.

Day	Customer	Bank of Ireland UK	Old Bank
1		Contact old bank requesting details of direct debits and/or standing orders and/or future date payments and online beneficiary details.	
2			Send Bank of Ireland UK details requested.
3		Send text/letter to customer advising switch started and confirming Switch Date.	
4 to 6		Set up any direct debits, standing orders, future date payments and online beneficiaries as provided by old bank.	
7 Switch Date	Stop using account and destroy cards and/or chequebook.	Send text/letter to customer notifying switch completion.	Calculate and send transfer balance, cancel old payment arrangements and close old account.
8 onwards			Redirection of accidental transactions starts

### **Frequently Asked Questions:**

#### **Current Account Switch Service**

#### 1. Are account opening and account switching all part of the same process?

Account opening and account switching are separate processes. We have to carry out 'know your customer' security checks as part of our account opening process. Once these are complete to our satisfaction, you can choose and agree your switch date.

#### 2. Can I switch my savings account?

No, we can't switch savings accounts or ISAs.

#### 3. I have a joint account. Can I switch my current account?

Yes, as long as both parties agree to the switch and you are switching to another joint account. It is not possible to use the service to switch a joint account to a sole account.

#### 4. Will switching my current account affect my credit rating?

No, providing you repay any outstanding overdraft on your previous account as required by your old bank or building society. If there are any problems with payments as part of the switching process, we will correct them and ensure your credit rating is not affected.

#### 5. Can I switch my current account if I am overdrawn?

Yes. You will need to agree any overdraft facilities you require with your new bank or building society. Alternatively, they may be able to provide facilities to help you pay off any existing overdraft you may have, subject to their normal lending criteria. If you do not come to an agreement with your new bank you must make separate arrangements to repay your existing overdraft before you switch.

#### 6. When does the switch begin?

Once you have applied for and opened your new account, you can choose the switch date to suit you. The date of your switch must be at least seven working days from this point.

#### 7. If the switch is delayed for any reason, can I still use my new account?

Yes, if the new account is open and you have money in it (or an overdraft agreed) then you can use it.

#### 8. My new bank says I need to update my personal details with my old bank. Why?

If the details you provide to your new bank do not match those held by your old bank you may be asked to contact your old bank and update them. Examples include if you have got married and not changed your maiden name to your married name, or if you have moved house and not told your old bank your new address. When you are updating your details with your old bank you do not have to tell them that you will be switching to a new bank.

#### 9. What happens if there is a mistake or unnecessary delay in the switching process?

In the unlikely event that there are any issues in starting the switch, we will inform you before your switch date. If anything goes wrong, we will ensure that any charges or interest incurred on your old and/or new account as a result of the error will be refunded. It is for your new bank to decide whether you receive compensation above and beyond the refund.

#### 10. What if I change my mind?

You can cancel your switch up to seven working days before your switch date. After that only certain elements can be cancelled. We will guide you through this process if you decide to cancel your switch.

#### 11. What happens to payments that people send to my old account?

All incoming and outgoing payments will be automatically redirected to your new account. Each time a payment is redirected, an automatic message is sent back to the originator advising them of your new account details so they can update their records. Some organisations may contact you directly to confirm your details have changed. If you do not want your new details to be given to someone who sends a one-off payment, contact your new bank.

# 12. What happens to any debit card transactions or direct debits that I have asked my old bank to stop?

The Current Account Switch Service will not interfere with this process and any debit card or Direct Debit transactions that you have asked your bank to stop should remain stopped after your switch.

# **Current Account Switch Guarantee**



We have designed the Current Account Switch Service to let you switch your current account from one bank or building society to another in a simple, reliable and stress-free way. It will only take seven working days. As your new current-account provider we offer the following guarantee.

- The service is free to use and you can choose and agree your switch date with us.
- We will take care of moving all your payments going out (for example, your Direct Debits and standing orders) and those coming in (for example, your salary).
- If you have money in your old account, we will transfer it to your new account on your switch date.
- We will arrange for payments accidentally made to your old account to be automatically redirected to your new account. We will also contact the sender and give them your new account details.
- If there are any issues in making the switch, we will contact you before your switch date.
- If anything goes wrong with the switch, as soon as we are told, we will refund any interest (paid or lost) and charges made on either your old or new current accounts as a result of this failure.



# **Current Account Switch Agreement**



A) This Current Account Switch Agreement ("Agreement") is made between you (the individual(s) or entity who or which demonstrates consent to its terms) and us, Bank of Ireland (UK) plc, 1 Donegall Square South, Belfast, BT1 5LR.

(B) The Agreement is made up of the Consent, the Service Conditions and information about Your Right to Cancel the Agreement. Please read it carefully as you will be legally bound by it. If you do not understand any part of it, please contact us (please refer to section 4 for details of how to do this).

(C) The Agreement will end 3 years after your selected Switch Date, e.g. if your Switch Date is 10 October 2016, this agreement would end on 9 October 2019; or if your Switch Date was 8 October 2013 this agreement will end on 7 October 2016. In some circumstances, the Agreement may automatically be extended in accordance with clause 1.14 of the Agreement.

(D) In this Agreement:

- Your "New Account" is the account held with us that you are switching to.
- Your "Old Account" is the account that you are switching from at your Old Bank.
- Your "Old Bank" is the bank, building society or other payment account provider displaying the Current Account Switch Service Trustmark that you are switching from.
- The "Switch Date" is the date that we will arrange for any credit balance to be transferred from your Old Account to your New Account. We will complete the switch of information about your payment beneficiaries and your regular payment mandates from your Old Bank to your New Account on the same day. The Switch Date must be a working day and not a bank holiday that is observed by either your Old Bank or us.
- For the Current Account Switch Service a 'Current Account' means a sterling (GBP) account held in the name of one or more persons and used to make or receive payments.

#### **Service Conditions**

#### 1. The Current Account Switch Service

- 1.1 The Current Account Switch Service Guarantee is issued by us after you have consented to this Agreement and Account Closure Instruction. This means that if you have any questions regarding your switch these should be directed to us, unless otherwise advised.
- 1.2 There is no charge for the Current Account Switch Service, although there may be other taxes or costs that are not charged by us or paid via us.
- 1.3 You can change the Switch Date at any time up until the close of business 7 working days before the Switch Date that you have previously agreed with us.
- 1.4 The switch process begins 6 working days before the Switch Date. We will tell you that the switch is underway and when it is completed, and also if there is any reason why your switch request cannot be initiated or completed.

- 1.5 We will ensure that your existing regular payment mandates (e.g. Standing Orders, Direct Debits and bill payment mandates) are set up on your New Account and details of your existing payment beneficiaries are transferred to your New Account. In cases where we cannot match the payment frequency of your existing regular payment mandates, we will contact you to agree alternative arrangements. Note: If you have arranged to make recurring payments using your Old Account debit card number, your Old Bank won't know your New Account debit card number so won't be able to transfer these to your New Account. This means that there is no guarantee that payment requests sent to your Old Account will be redirected to your New Account. The supplier may contact you to request the details of your New Account debit card. We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted.
- 1.6 We will also transfer any future dated payments (e.g. with a due date after your Switch Date) that you set up on your Old Account more than 6 working days before your Switch Date to your New Account to ensure these are made on the date originally requested.
- 1.7 The regular payment mandates that we will set up on your New Account as part of the switch will be in operation from the day after the Switch Date.
- 1.8 If you have any existing regular payment mandates that are non-sterling, or that quote a BIC or IBAN, these won't be switched to your New Account automatically. If we can facilitate non-sterling mandates, or ones that quote a BIC or IBAN, you will have to provide us with the relevant details separately so that we can set up them up on your New Account.
- 1.9 If you make any changes to your regular payment mandates on your Old Account or set up any new payment beneficiaries on your Old Account on or after the 6th working day before the Switch Date you must tell us, otherwise these changes will not be implemented on your New Account.
- 1.10 Your Old Bank will forward any funds remaining in your Old Account to your New Account on the Switch Date. There may be a short period when the balance is being transferred when it will not be possible to access the funds being transferred.
- 1.11 Funds will be retained by your Old Bank to cover any transactions made before the Switch Date on your Old Account which are still in the process of being cleared on the Switch Date. On the day that your Old Bank no longer needs to retain funds to cover transactions that are being cleared, it will transfer them to your New Account and they will be credited to your New Account no later than the next working day. Funds will also be retained by your Old Bank to cover debit card transactions that have already been authorised but which have not yet been paid out of your Old Account.
- 1.12 If you have outstanding debt on your Old Account (including any fees or charges) after the Switch Date, your Old Bank will tell you. You are liable for any outstanding debt on your Old Account remaining after the Switch Date.

- 1.13 For 3 years after the Switch Date if your Old Bank receives payments or requests for payments which relate to your Old Account, subject to compliance with applicable laws, it will redirect these to your New Account. However, if there is an outstanding debt on your Old Account, your Old Bank is entitled to use any funds or payments it receives (including by cheque) in full or part settlement of the debt on your Old Account. The originators of any redirected payments or payment requests will be advised of your New Account details.
- 1.14 In the unlikely event that payments continue to be redirected to your New Account during the 13 months leading up to the end of the 3 year redirection period we will automatically extend the redirection service and the term of this Agreement until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the central redirection service. Consequently payments made with intervals of more than 13 months will be disregarded.
- 1.15 For 3 years after the Switch Date, or longer in accordance with clause 1.14 of the Agreement, payments received in sterling from within the UK by your Old Bank will be redirected and credited to your New Account on the same working day that they were received by your Old Bank.
- 1.16 For 3 years after the Switch Date, or longer in accordance with clause 1.14 of the Agreement, payments received by your Old Bank in any currency other than sterling will be redirected in the same currency as your Old Bank receives them on the day that the funds are made available to your Old Bank. In certain circumstances it may be necessary for your Old Bank to redirect the payment to us in sterling. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.17 Both we and your Old Bank have cut-off times (which may vary depending on the currency of the payment received) after which any payments received are treated as being received on the following working day. For details of your Old Bank's cut-off times you should contact your Old Bank and for details of our cut-off times you should contact us (please refer to section 4 for details of how to do this).
- 1.18 You can stop any payment(s) being redirected by your Old Bank to your New Account by contacting us (please refer to section 4 for details of how to do this). You need to do this by close of business on the working day before you expect the payment to be received by your Old Bank. However, please be aware that if you stop your Old Bank redirecting a payment to us, this will mean that your Old Bank will stop redirecting any and all future payments and requests for payments to us from that date. Instead, any payments made to, or requests for payments from, your Old Account will be returned to the payment originator with the reason "account closed".
- 1.19 If you have used your Old Account debit card before the Switch Date to make payments which have not been authorised and paid by your Old Bank out of your Old Account before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).

- 1.20 If any cheques drawn by you on your Old Account have not been presented to your Old Bank for payment before the Switch Date, we will pay them out of your New Account (subject to the availability of funds). This is dependent on whether or not we are a cheque issuing bank and we have advised you in advance that we will not pay cheques drawn on another bank.
- 1.21 If you have asked your Old Bank to stop a cheque drawn on your Old Account and you change your mind, we may not be able to cancel that stop instruction. If you wish to place a stop on a cheque drawn on your Old Account after the Switch Date you must contact us (please refer to section 4 for details of how to do this) to make this request.
- 1.22 You must not use your Old Account chequebook and debit card details after the Switch Date and you should destroy your Old Account chequebook and debit card promptly after the Switch Date.
- 1.23 The Current Account Switch Service does not include payment arrangements that are held by third party providers. If you think you may have any payment arrangements like this please contact us for advice.
- 1.24 In the event that your Old Bank withdraws from the service and your old sort code is no longer able to receive payments because it is withdrawn from the UK payment systems the redirection service will no longer be available with effect from the date your old sort code is removed from the UK payment system.

### 2. Errors and Complaints

- 2.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 2.2 If something goes wrong with the Current Account Switch Service (for example if a payment is not redirected, is redirected incorrectly, or is lost), we will correct the error, you will receive a refund of any interest and/or charges incurred, paid or lost on your Old Account or your New Account as a result of the failure and we will notify you of any action we have taken and the outcome.
- 2.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer section 4 for details of how to do this) and we will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your Old Bank and advise you how we intend to deal with your complaint from that point.

 If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services. Their contact details are: Address: Exchange Tower, London, E14 9SR Telephone: +44 (0)800 023 4567 E-mail: complaint.info@financial-ombudsman.org.uk

### 3. This Agreement

- 3.1 We will give you at least 2 months' notice of changes to the redirection services provided under this Agreement. If you are not happy with the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes. We may make changes:
- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice which improve consumer protection;
- to reflect the introduction of or changes to technologies or other innovations or changes to payment systems or schemes; and
- to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.
- 3.2 If you ask us, we'll provide you with a further copy of this Agreement.
- 3.3 You can end this Agreement at any time by contacting us. If you end this Agreement all payment redirection activities will stop (see paragraph 1.18 above for what will happen if payment redirection activities stop).
- 3.4 We will stop the switch and/or suspend redirection activities if we have reasonable grounds to suspect fraud perpetrated by a third party or we consider it appropriate for your protection or to comply with our statutory duties. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you before taking this action and provide we will do so as soon as we can afterwards. You are responsible for all losses incurred by you if you have acted fraudulently.
- 3.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.
- 3.6 If your address is in Scotland or Northern Ireland, the laws of Scotland or Northern Ireland apply to this Agreement and the courts of Scotland or Northern Ireland may settle any related dispute. If you live elsewhere, the laws of England apply to this Agreement and the courts of England and Wales have nonexclusive jurisdiction to settle any related dispute.

# 4. Contacting Us

- 4.1 You can contact us by:
- visiting your local branch
- writing to your local branch
- telephoning us on 0345 6016 157
- 4.2 We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by e-mail or by text.
- 4.3 Our head office details are Bow Bells House, 1 Bread Street, London, EC4M 9BE.
- 4.4 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 512956).

### Your Right to Cancel this Agreement

You have a 14 calendar day period in which you can contact us to cancel this Agreement. The 14 day period begins the day after you authorise us to switch your account, unless you have agreed to the switch before receiving this Agreement, in which case the 14 day period begins the day after you receive this Agreement. If you cancel this Agreement, any account switch processes already completed cannot be reversed or unwound.

The following points describe what will happen if you exercise this right to cancel the Agreement at key times during the switch.

#### 1. At least 7 working days before the Switch Date:

- You can continue to use your Old Bank account because it will not be closed.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will not be transferred to your New Account.
- No balance transfer will take place.
- No payment redirection activities will be undertaken.

#### 2. During the 6 working days before the Switch Date:

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 4 for details about how to do this) if you wish to cancel any of them. Please note that if you decide to cancel any payment arrangements with us it does not mean they will remain available to you at your Old Bank.

- The transfer of your Old Account balance to your New Account will be stopped provided we have enough time to notify your Old Bank that you have cancelled the Agreement before your Old Bank closes for business on the working day before the Switch. Your Old Bank will contact you to find out where you would like your money (e.g. the credit balance in your Old Account) to be sent.
- No payment redirection activities will be undertaken after the Switch Date.

### 3. On the Switch Date, or later (and within the 14 day cancellation period):

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 4 for details about how to do this) if you wish to cancel any of them.
- The balance transfer from your Old Account to your New Account will have been completed.
- No payment redirection activities will be undertaken after the day that you cancel this Agreement.

If you change your mind after the switch has started, you might want to consider waiting until after the Switch Date. You can then request another bank, building society or payment account provider to switch your account from us. Please note that you may not be able to switch back to your Old Bank or to the type of current account you held with your Old Bank.

### **Current Account Switch Service – Account Closure Instruction**



In this Agreement:

- Your "New Account" is the account held with us that you are switching to.
- Your "Old Account" is the account that you are switching from at your Old Bank.
- Your "Old Bank" is the bank, building society or other payment account provider displaying the Current Account Switch Service (CASS) Trustmark that you are switching from.
- The "Switch Date" is the date that we will arrange for any credit balance to be transferred from your Old Account to your New Account. We will complete the switch of information about your payment beneficiaries and your regular payment mandates from your Old Bank to your New Account on the same day. The Switch Date must be a working day and not a bank holiday that is observed by either your Old Bank or us.
- For CASS a 'Current Account' mean a sterling (GBP) account in the name of one or more persons and used to make or receive payments.

# Please instruct my Old Bank that I wish to close my Old Account because I am switching my current account to my New Account with you.

By consenting I/we (if more than one of us is required to authorise this account closure instruction) understand as follows.

- 1. My Switch Date is the date my switch completes and I will agree my Switch Date with my New Bank.
- 2. I confirm that I have satisfied myself that my New Account meets my needs and delivers the services I require even although the protections, features and benefits may not be the same as my Old Account.
- Unless I have outstanding debt on my Old Account, closure of my Old Account will be effective from my Switch Date. I understand that, whether or not I have an outstanding debt on my Old Account, my Old Account will not be available for use from my Switch Date, even if I:
  - decide to close my New Account; or,
  - change my mind about the switch.
- By closing my Old Account I am withdrawing my authority for any regular payment mandates on my Old Account (as I am transferring this authority to my New Account).
- 5. If I make any changes to the regular payment mandates on my Old Account or set up any new payment beneficiaries on my Old Account on or after the 6th working day before my Switch Date I must tell my New Bank, otherwise those changes or new regular payments will not be implemented on my New Account.
- 6. As at my Switch Date, any benefits or services associated with, or dependent upon, my Old Account (e.g. travel insurance or preferential rates) will terminate.

- 7. My Old Bank will retain enough funds to cover:
  - transactions made on my Old Account before my Switch Date which are still in the process of being cleared on my Switch Date, until those transactions have cleared; and
  - debit card transactions that have already been authorised but which have not yet been paid out of my Old Account.
- 8. I must not write any cheques on my Old Account or use the debit card for my Old Account after my Switch Date, and I will promptly destroy my old cheque book(s) and debit card(s) for my Old Account after my Switch Date.
- 9. Any cheque that I pay into my Old Account before my Switch Date will be cleared through my Old Account and the cheque value will be transferred to my New Account when it has cleared.
- 10. After my Switch Date:
  - I should contact my New Bank if I want to stop a cheque drawn on my Old Account; and
  - I may not be able to remove any existing stop instruction on a cheque drawn on my Old Account.
- 11. If I have outstanding debt on my Old Account (including any fees or charges) after my Switch Date, my Old Bank will tell me. In such circumstances:
  - my Old Bank will block my Old Account and I will not be able to carry out any further transactions on it, with the exception of repaying the outstanding debt; and
  - the terms and conditions of my Old Account will continue to apply until I have repaid the outstanding debt in full, at which time my Old Account will be closed.
- 12. If there is an outstanding debt on my Old Account after my Switch Date, my Old Bank will be entitled to use any funds or payments it receives (including by cheque) in full, or part, settlement of the debt on my Old Account.
- 13. For 3 years after my Switch Date, or longer in accordance with clause 14 below, if my Old Bank receives payments or requests for payments it will redirect these to my New Bank (e.g. all incoming credits and Direct Debit requests). However, my Old Bank will still have to comply with applicable laws (for example relating to fraud, money laundering etc.), so in certain circumstances it may not be permitted to do so.
- 14. In the unlikely event that payments continue to be redirected to my New Account during the 13 months leading up to the end of the 3 year redirection period, the redirection service and the term of the Agreement will automatically be extended until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the central redirection service. Consequently, payments made with intervals of more than 13 months will be disregarded.

# Current Account Switch Data Privacy Notice



#### Your information; how we use it.

In order to fulfil your Current Account Switch in accordance with the terms of the Current Account Switch Agreement, we collect, process, share and keep your information. This privacy notice sets out everything you need to know about what happens to your information when you choose to use the Current Account Switch Service.

Capitalised words are defined either in this privacy notice or in the Current Account Switch Agreement.

### **1 Starting the Switch**

#### 1.1 Information we process

When you set up your new current account with us, we collect and process your name, address, contact details, preferred switch date and give you a new account number and sort code. If your new account is a joint account, we also collect and process the joint account holder's name, address and contact details. Together, this is your New Bank Information.

### **2 During the Switch**

#### 2.1 Use of your information

When we receive your signed Current Account Switch Agreement, we send your New Bank Information, to your Old Bank to make sure that the correct account with your Old Bank will be closed and all regular payment arrangements are switched to your new current account with us. We will also send your Current Account Switch Agreement and Account Closure Instruction to your Old Bank if they request it.

When your Old Bank receives your New Bank Information from us, they send us your old bank account information so we can set up your regular payment arrangements on your new current account. Regular payment arrangements means Standing Orders, Direct Debits and future dated payments, unpresented cheques pre-dating the switch, as well as details of the payment arrangements that you set up using your Old Bank on-line banking system (including mobile banking Apps) more than 6 working days before your switch date.

We collect, process, share and retain your information because you have signed the Current Account Switch Agreement and requested a switch. If for any reason you object to us processing your information we cannot fulfil your switch request.

We also use your information to deal with any queries you may have during or after the switch process and any queries relating to your regular payment arrangements. This is to ensure that you are happy with the switch service and your regular payment arrangements continue to operate successfully.

#### 2.2 Sharing your information

In addition to sharing your New Bank Information with your Old Bank, we also share your New Bank Information with payment system operators and the provider of the payment system software. We do this so that any regular payments initiated using automated, online and telephone banking means or single payments made by cheque whether made by you, or received by you, will continue to be made from or received into your new current account. It also helps us resolve any queries you may have. This ensures that your switch makes no difference to the people and organisations you are paying or receiving payments from. We will also share your New Bank Information with organisations that you have payment arrangements with in circumstances where we are dealing with regular payment arrangement complaints.

# **3 After Your Switch**

### **3.1 Keeping your information**

Your New Bank Information is used by us for a number of purposes. The Current Account Switch Service is only one of those purposes. Your information that relates solely to the Current Account Switch Service will be kept by us so that we can complete the switch and address any future queries or disputes relating to your switch. These include queries or disputes relating to any of your payment arrangements.

We understand our legal obligations relating to your information which include minimum retention periods for accounting and legal documents. Where it is possible to minimise or reduce the amount of your information that is stored, we make sure this takes place.

# 4 At Any Time

### 4.1 Contacting us

- i. You can contact us by:
  - visiting your local branch
  - writing to your local branch
  - telephoning us on 0345 6016 157

ii. We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by e-mail or by text

iii. Our head office details are: Bow Bells House, 1 Bread Street, London, EC4M 9BE.

iv. Our data protection officer details are: Bank of Ireland UK - Data Protection Officer, PO Box 3191, 1 Temple Quay, Bristol, BS1 9HY.

#### **4.2 Your information rights**

You have a number of rights in relation to your information. You can:

- i. Access and obtain a copy of your information
- ii. Require us to change incorrect or incomplete information;

iii. Require us to delete or stop using your information but only where the information is no longer necessary for the purposes of the switch; and iv Object to us using your information but only where we no longer need to process it.

Please use the contact us details above if you wish to exercise any of your rights. Where possible we will let those organisations we share your information with know if we make any changes to your information, delete it or stop processing it.

If you believe that we have not complied with our data processing obligations, you can complain to the Information Commissioner, the data protection regulator in the UK. Website www.ico.org.uk and telephone number 0303 123 1113.

#### 4.3 Multiple accounts only

Your Old Bank sends us details of your regular payment arrangements. These can include details of regular payment arrangements relating to all accounts you have with your Old Bank, not just the account you have chosen to switch. We recommend you check with your Old Bank to understand if this applies your Old Bank account before you decide to use the switch service.

# Bank of Ireland UK Switch Service

If you would like to transfer your UK sterling account to Bank of Ireland UK but the Current Account Switch Service cannot be used, or you wish to leave your old bank account open, you can use the Bank of Ireland UK Switch Service to move your current account to us.

### How to switch

You will need to complete a switching form providing us with the details of your existing bank account (old bank account) and authorising us to do the switch. With this information our Account Switching Unit will do the following:

- Contact your old bank for details of all direct debit mandates, standing order payments, online beneficiaries, future date payments, plus recurring incoming credit transfers and direct debt payments over the last 13 months from your account. We will do this within 2 working days of receiving your forms. Your old bank should return this information to us within 5 working days of receiving the request.
- Within 5 working days of receiving it, unless you have told us otherwise, we will set up all the direct debit mandates, standing orders, online beneficiaries and future date payments in your new account according to the information given to us by your old bank. We will also send to your address the list of everything received and the effective date(s) from when any payments will be made from your new account. If you have told us you want to choose what mandates and payments are to be set up on your new account, we will send you the list of everything received from your old bank and ask you to come back to us with your choices; we will pause the process until we hear from you.
- You will need to decide how to have any payments to your existing bank account transferred to your new Bank of Ireland UK account, for example your salary or a child benefit payment.
  - We can do this for you. You will need to provide us with a completed and signed 'Request to redirect credit payments to new account' form (see page 27) for each party (person or organisation) you wish us to notify of your new account details. You can photocopy the form if you need to change more than one payment.
  - Alternatively you can choose to do this yourself. We can send you a partially completed letter for each incoming credit transfer made into your old account in the last 13 months. All you need to do is complete the name and address of the payers and forward the letters with your new account details to them. If you choose this option we will send you this at the same time we send you the list of all payments being set up on your account.
  - You will also need to decide how to notify any party you pay through direct debit of your new Bank of Ireland UK account.
  - We can provide your new account details to each party you pay by direct debit.

Alternatively you can choose to do this yourself. We can send you a partially completed letter for each direct debt made from your old account in the last 13 months. All you need to do is complete the name and address of the originators and forward the letters with your new account details to them. If you choose this option we will send you this at the same time we send you the list of all payments being set up on your account.

If you have arranged to make recurring payments using your old account debit card number, you will need to contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. magazine subscription) is not interrupted.

If you have any existing regular payment mandates that are not sterling, or that quote a Bank Identifier Code (BIC) or IBAN, these won't be switched to your new account automatically. If you provide us with the relevant details separately, we can set them up on your new account.

- If you are leaving your old bank account open, we will instruct your old bank to simply cancel from the applicable effective date(s) any direct debits, standing orders, and future date payments which you have requested us to transfer to your Bank of Ireland UK account.
- If you are closing your old bank account, you will need to select an appropriate "Switch Date". This is the date we will close your old bank account. We recommend that you pick the first day of a period when there is the least activity on your account, i.e. avoid pay day or dates when your mortgage/rent, direct debits and standing orders are paid out. The earliest Switch Date should be at least 17 working days from the date you open your new Bank of Ireland UK account. Your switch process should last 12 working days only but this is in order to give us enough time to open your account and deliver your card before the switch process starts.
- We will instruct your old bank to cancel the direct debits, standing orders and future date payments from your old bank account from the applicable effective date(s). We will also instruct them to close your old account and transfer any credit balance to your new Bank of Ireland UK account on your Switch Date. If your old account is being closed, you must not use it and you should destroy your old card(s) and chequebook by or on the Switch Date.
- If you prefer you can choose to send your own instructions to your old bank regarding the cancellation of direct debits, standing orders and future date payments, request account closure and transfer of your money. If you wish, you can use the 'Customer Request to Complete Switch Form' on page 29 for this purpose.
- In relation to Open Banking (OB), any authorisations already given to Third Party Providers (TPPs) to access your Old Bank account will not be automatically switched by Bank of Ireland UK Switch Service. If you are switching and closing your old bank account before OB is live at Bank of Ireland UK, we recommend that you make alternative arrangements to pay, for example with a credit or debit card. If you are switching after we have OB live, you should request a list of all authorisations from your Old Bank for the account being switched out before the account is closed and reset your consent (where applicable) with the TPPs for your new Bank of Ireland UK account to ensure uninterrupted TPP services. Once your old account is closed TPPs won't be able to access it anymore. If you are not closing your old bank account any TPP authorisations will remain in place.

# Your step by step guide to the Bank of Ireland UK Switch Service

Steps	Customer	Bank of Ireland UK	Old Bank
1	Fill in switching form, choose switching date and provide 'Request to redirect Credit Payments to new account' form(s) if desired.		
2		Within 2 days of receiving your switching form, contact the old bank requesting details of direct debit mandates, standing orders, future date payments, online beneficiaries and any recurring credit and direct debt payments over the last 13 months on your old account;	
3			Within 5 working days send the requested information to Bank of Ireland UK;
4	If you have chosen not to have all payments and mandates set on your new account, let Bank of Ireland UK know which of the standing orders, online beneficiaries, future date payments and direct debit mandates are to be set up.	Within 5 working days of receiving the information from the old bank, send you all the information received. If agreed by you, set the direct debit mandates, standing orders, future date payments and online beneficiaries up on your new Bank of Ireland UK account;	
5		Depending on your choice, either forward the 'Request to redirect payments to new account' form(s) you completed to the parties requested; or send you letters so that you can notify any parties yourself;	

Steps	Customer	Bank of Ireland UK	Old Bank
6		Depending on your choice, either provide your new account details to all direct debit originators; or send you letters for each direct debit so that you can do this yourself.	
7	If chosen by you, complete the remaining details on any letters received and forward them to each party;		
8	If old account is being closed, stop using old account, pay any debit balance, destroy old cards, and/or chequebook(s) by the chosen Switch Date;		
9	If chosen by you, complete the "Customer Request to Complete Switch" form sending your own instructions to your old bank.	If instructed by you, request your old bank to cancel the direct debits, standing orders and future date payments from your old bank account, leave the account open or close it and transfer any credit balance to your new Bank of Ireland UK account;	
10			Close old account (if requested) and transfer any account balance to your Bank of Ireland UK account;

# Frequently Asked Questions:

#### 1. What happens to payments that people send to my old account?

If you have requested your old account to be closed, any payments reaching your old account after the Switch Date will be returned to the payment originator with the reason "account closed".

# 2. What happens if there is a mistake or unnecessary delay in the Current Account switching process?

If you have a complaint about the Bank of Ireland UK Switch Service please contact our Customer Service Team as follows:

- In person visit any of our branches and speak to a member of staff
  - In writing send a letter to: FREEPOST Bank of Ireland UK Group Customer Relations PO Box 3191 Bristol BS1 9HY
- By phone call your Relationship Manager or Branch Manager, or if you have registered for our Banking 365 service, phone 0345 7365 555. The phone number from outside the UK is 003531 460 6400.

We will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your old bank and advise you how we intend to deal with your complaint from that point.

Should you incur any financial loss as a direct result of our failure to meet our obligations in the switching process, we will reimburse you fully without delay. If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services.

Their contact details are:

Address:	Exchange Tower, London E14 9SR
Telephone:	0800 023 4567 (free on mobile phones and landlines) or
	0300 123 9123 (calls to this number are charged at the same
	rate as 01 or 02 numbers on mobile phone tariffs)
Outside UK phone:	+44 20 7964 0500
E-mail:	complaint.info@financial-ombudsman.org.uk
Website:	www.financial-ombudsman.org.uk

#### 3. Will switching my current account affect my credit rating?

No, providing you do not request an overdraft and repay any outstanding overdraft(s) on your previous account(s) as required by your old bank. Your credit rating may be affected though if you frequently switch between providers and have a credit search done in each switch by requesting an overdraft.

If there are any problems with payments (as part of the switching process) we will correct them and ensure your credit rating is not affected.

#### 4. Can I switch my current account if I am overdrawn?

Yes you can switch your account to us. However you will have to make arrangements to clear any debit balance with your old bank.

#### 5. What if I change my mind?

You can cancel your switch anytime but you must be aware that some steps might already have been completed and these cannot be automatically reversed. We will guide you through this process if you choose to do this.

#### 6. When does my Switch or Transfer process start?

The switch process starts within 2 working days from the day your switching form is received by the Account Switching Unit.

# 7. What happens to any debit card transactions that I have asked my old bank to stop?

The Bank of Ireland UK Switch Service should not interfere with this process and any debit card transactions that you have asked your bank to stop should remain so after your transfer is completed.

# 8. Can I prevent my new account details being given to someone who sends one-off payments to my old account?

The Bank of Ireland UK Switch Service does not automatically inform anyone of your new account details, so it is up to you who is notified.

**Personal accounts only:** You can apply for a short term overdraft to help while your accounts are switched. The amount of overdraft you request should factor any short term borrowing needs you have. Please note that Bank of Ireland UK will not accept any debit balances in this service.

We will provide an interest-free and fee-free overdraft for a period of three months from the date you open your account, as long as you meet our current lending conditions\*. If, after the first 3 months, you keep the overdraft, normal banking charges will apply to it and interest will be charged at the then current rate. Please see our 'Personal current account charges explained' brochure for details of those charges.

Should you incur any financial loss as a direct result of our failure to meet our obligations in the switching process, we will reimburse you fully without delay.

\* When we assess whether you meet our lending conditions we will check your credit record held by a credit-reference agency. The credit-reference agency will make a note of our search on your credit record, whether or not your application for an overdraft goes ahead. Other organisations will be able to see that note on your credit record and it could affect your ability to get credit elsewhere for a short period of time. If an overdraft is approved, we will disclose details about the conduct of your account to credit reference agencies and that information will be accessed and used by others. This will include information about the running of the account, such as the limit and balances, as well as payment performances. The records held by credit reference agencies may be used to prevent fraud and money laundering.

If you have any queries throughout the switching process our Account Switching team will be happy to assist you. You may contact them through your local Bank of Ireland UK branch.

For use by personal customers only using the Bank of Ireland UK Switch Service

#### Customer Instruction:

This letter should be completed and sent to your employer, pension provider and any other organisation who makes regular payments into your bank/building society account(s), eg bank/building society interest, dividends, state benefits.

То:	
For the attention of:	
Dear Sir/Madam	
Advice of bank/building society account details for:	
Name:	
Salary/payment reference number*:	
Other reference number*:	
Date of birth*: National in	nsurance number*:
Old branch sort code: Old accou	unt number:
Old building society roll number (if applicable):	
Please send all future payments to my/our new bank/build	ing society account details shown below.
These new details should be used with effect from	
New branch sort code: New acco	bunt number:
New building society roll number (if applicable):	
New bank name: New acco	ount name:
Yours faithfully	
Customer Signature:	Date:
Joint account holder's signature:	

\*Complete as appropriate. Please note that for a salary/pension or benefit redirection you must provide your salary/ pension number, your National Insurance number, and your date of birth.

# Customer Request to complete Switch Form For use only by customers using the Bank of Ireland UK Switch Service

#### **Customer Instruction:**

This should be completed and sent to your old bank if you choose to send your own instructions to your old bank regarding cancellation of direct debit mandates, standing orders, future date payments, account closure and remaining credit balance.

#### Request for completion of account switch:

To:	From:
(Old bank name and address)	(Customer name and address)
Dear Sir/Madam	
Old account details:	
Account name:	
Old sort code: Old acc	ount number:
Old building society roll number (if applicable):	
Following the recent transfer of my account please can y	ou now undertake the actions shown below.
Cancel all regular payments with effect from	(Insert date)
Close the account held with yourself on	
and	
Send a cheque to my address detailed above	
W Transfer any credit balance to the account detailed	helow on (Insert date)
New account details: Account name:	
New sort code: New ac	count number:
New building society roll number (if applicable):	
Yours faithfully	
Signature:	Date:
Joint account holder's signature:	

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We can provide this document in Braille, in large print and on audio tape or CD.

Please ask any member of staff for details.

www.bankofirelanduk.com Call 0800 0850 444



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