

# Current Accounts



## Basic Cash Account

Bank of Ireland  UK  
**Begin**

Effective from 16 November 2019

# Basic cash account

Basic Cash Account is a straightforward easy to use account. You can arrange for your wages or benefits to be paid directly into your account. You can also arrange to pay your regular bills by Direct Debit. Operated by card only, Basic Cash Account is ideal if you are taking the 1st step into banking or are only looking for a simple cash account.

## **This account is right for you if**

- ▶ You don't want to pay bank fees or charges
- ▶ You want to be able to set up standing orders and Direct Debits and manage your account online
- ▶ You want a Cash Card to be able to make a cash withdrawal in pounds at cash machines in the UK
- ▶ You don't want an overdraft, chequebook or debit card.

## **Try another account if**

- ▶ You need an overdraft or chequebook
- ▶ You want a debit card to be able to make purchases online or in shops.

If this isn't the right account for you, why not take a look at our Clear Account?

## Switching your account to Bank of Ireland UK

You can now switch your account to us using the Current Account Switch Service which is an industry-wide account standardised switch service created by the UK Payments Council. It is a free service designed to be simple, reliable and hassle-free and is backed by the Current Account Switch Guarantee.

Full details about the Current Account Switch Service are available in our Current Account Switching Services booklet. You will find the Current Account Switch Guarantee on page 8 and answers to frequently asked questions on page 6 of this booklet.



## Instant Cash

Your Basic Cash Account Cash Card gives you immediate and easy access to your money 24 hours a day. You can make cash withdrawals at any of our cash machines all over Ireland and cash machines displaying the LINK symbol throughout the United Kingdom. (Subject to availability of funds in your account).

On production of your Basic Cash Account Cash Card you can also access your money through Post Office branches throughout Northern Ireland and the United Kingdom (subject to availability of funds in your account).

## Lodgements

Arrange to have your wages and or benefits paid directly into your account.

## **Telephone and Internet Banking – 365**

Control your finances either by telephone with our 24 hour telephone banking service or Online Banking service 24 hours a day 365 days a year. The range of services includes:

Check account balance

- ▶ Check transaction history
- ▶ Pay bills
- ▶ Transfer funds to other accounts
- ▶ Request a statement
- ▶ Electronic statements (E Statements)

## **Statements**

Free monthly statements to keep you in touch with your account.

## **Pay Regular Bills**

Either by Direct Debit or by registering your regular payments with 365.

## **FREE Banking**

There are no transaction fees on the account. Ancillary charges for extra services do apply.

## **Who can apply for A Basic Cash Account**

Basic Cash Account is available to personal customers who are 16 years of age or over.

## **How Can I Open The Account**

To open your Basic Cash Account, call into your nearest branch.

We are required by law to formally check the identity and address of all our new customers. So bring two forms of identification, one from BOX A plus one from BOX B.

## Box A

- ▶ Passport (current, valid and signed)
- ▶ EU National Identity Card (photographic)
- ▶ UK / EU / EEA Photocard Full Driving Licence (photocard part) (current and valid)
- ▶ Provisional Driving Licence (photocard part) (current, valid and not more than 3 years old)
- ▶ UK Full (old-style) Driving Licence (current non-photocard type)
- ▶ Electoral ID Card (NI only)
- ▶ UK Biometric Residency Permit
- ▶ Translink Smart & Senior Smart Pass for customers over 60 (NI only)
- ▶ Correspondence from DWP / benefits agency e.g. pension / allowance benefit (dated within the last 13 months)
- ▶ Tax Coding Notice / assessment (dated within the last 13 months)
- ▶ UK Disability Blue Badge with photo (current and valid)
- ▶ Home Office Application Registration Card (current and valid)
- ▶ Home Office Immigration Status Document accompanied by proof of right to reside.

## Box B

- ▶ UK/EU/EEA Photocard Full/Provisional Driving Licence (photocard part) – **When not used for Box A**
- ▶ UK Full (old-style) Driving Licence (current non-photocard type) – **When not used for Box A**
- ▶ HMRC/Revenue Commissioners correspondence, e.g. Tax Coding, etc. (dated within the last 13 months) (P60/P45 not acceptable) – **When not used for Box A**
- ▶ Local Authority Correspondence (e.g. rates / council tax) (dated within the last 13 months)
- ▶ Correspondence from DWP/benefits agency e.g. pension/ allowance benefit (dated within the last 13 months) – **When not used for Box A**
- ▶ Utility bill / E-bill\*\* (not mobile phone or dongle contracts) (dated within the last 6 months)
- ▶ Bank / Building Society / Credit Card / Credit Union statement/ E-statement\*\*(dated within the last 6 months)
- ▶ Mortgage statement / E-statement\*\*(dated within the last 13 months)
- ▶ Letter from solicitors confirming recent house purchase (dated within the last 3 months).

**NB.** \*\*E-bills and E-statements can only be accepted where a Passport, Driving Licence or EU ID Card is provided as the Box A.

All documents must be originals. Documents from Irish Government bodies must be dated within the last 6 months.

## BASIC CASH ACCOUNT TERMS & CONDITIONS

Any reference to “you” or “your” in these Terms & Conditions means the Account Holder whether on your own or jointly with others. If the Account is in joint names, the reference to “you” or “your” includes each of you together and separately.

Any reference to “we” in these Terms & Conditions means Bank of Ireland (UK) plc, and references to “us” and “our” shall be construed accordingly. Such references will also include a reference to any person to whom we may transfer our rights and duties under this Agreement or any person who may succeed us in performing our rights and duties under this Agreement.

We recommend that you read our Guide to Personal Banking (available online at [bankofirelanduk.com](http://bankofirelanduk.com) or from any of our branches) in addition to these Terms & Conditions.

Some words in the Terms & Conditions have certain meanings:-

**“Account”** means the personal current account held by us in your sole name or with one or more others

**“Account Holder”** (also referred to as “you” or “your”) means the personal customer(s) in whose name(s) the Account is maintained

**“Account Information Service Provider”** or **“AISP”** means an authorised third party provider to whom you can give permission to access your account information.

**“Business Day”** means any day from Monday to Friday excluding Bank Holidays (English bank holidays to apply in England and Wales; Scottish bank holidays to apply in Scotland; Northern Irish bank holidays to apply in Northern Ireland)

**“Card”** refers to a Bank of Ireland UK Cash card and includes any replacement cards

**“Card Based Payment Instrument Issuer”** or **“CBPII”** means an authorised third party provider which provides a service that relies on checking whether funds are available in your Account

**“Cardholder”** (referred to as “you” or “your”) means the Account Holder as named on the Card who is the sole person authorised by us to use the Card

**“Chip”** means an integrated circuit embedded in a Card and includes all property and information stored in the Chip

**“Payment Initiation Service Provider”** or **“PISP”** means an authorised third party provider which provides a service that allows that third party to pass payment instructions to us on your behalf in relation to your Account

**“PIN”** means the personal identification number issued to you which is generally required at a cash machine in order to authorise a transaction

**“Security Credentials”** means the personalised security credentials you are required to use from time to time to access your Account via our online, phone and mobile banking channels. The Security Credentials will either be supplied by us or selected by you and can include: PIN, password security numbers or code, your fingerprint or other distinctive personal characteristics to make an instruction, or any combination of these things

**“TPP”** means a third party provider which has appropriate authorisation to provide services in relation to your Account. A TPP can be an AISP, PISP or a CBPII or any combination of these

**“Transaction”** means any payment made or cash withdrawn

Please ensure that you read the Terms & Conditions (which includes the Account Terms & Conditions, General Terms & Conditions and the Card Terms & Conditions set out below) carefully.

If any term in these Terms & Conditions is or becomes invalid, illegal or unenforceable, then that term will be treated as if it were not included, and the remaining terms will still apply.

## OPEN BANKING

You have a choice as to whether you allow a TPP to access information or make payments from your Account. In order to use TPP services, your Account must be accessible online and you must be able to access your Account through our online and/or mobile banking services. You are not obliged to use TPP services but, if you do, it is your responsibility to read the terms and conditions of the TPP providing the service, and understand exactly what information will be accessed by the TPP and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP must be authorised by the FCA or any European regulator to provide payment services to you.

A TPP may request access to your Account from time to time to access information, make payments from your Account or to check the availability of funds, but we will only allow such access where you have authorised us to allow them access to your Account for this purpose.

**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. You can instruct a PISP to initiate a payment on your Account by following the procedures required by such PISP. If you do this, you must confirm your identity to us and authorise us to proceed with the payment by using our online verification processes and your Security Credentials. Once you have done this, the payment cannot be stopped.

**About AISPs:** If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you. You can instruct an AISP to access and hold details of your Account by following the procedures required by such AISP. If you do this, you must confirm your identity to us and 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 further requests for access which we will process for as long as you have agreed with the AISP. It is the responsibility of the AISP to ensure the security of any information it holds.

**About CBPIIs:** If we receive an instruction from an 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. Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures. If you do this, you must confirm your identity to us and 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).

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 Payment Account(s);
- (b) we are not responsible for anything the TPP does.

Where the Account is in the name of two or more personal customers, one of you can instruct a TPP to access your Account details or initiate a payment on your Account. If we receive a request from a TPP to access your Account details or initiate a payment, we will respond to such a request as though it is an instruction from both/all of you.

We will only deny access to a TPP if we reasonably believe and have evidence that such access may be unauthorised or fraudulent. If access

is denied we will notify you and, where appropriate, the TPP, as soon as possible by the means we deem appropriate unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.

At any time you wish you can cancel (a) any service that a TPP provides you that concerns your Account; or (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission. If you send your TPP a cancellation when we are processing an instruction from them to carry out an Account transaction or to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.

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, you agree to accept our records as accurate (unless it is clear we made a mistake).

You should contact a TPP directly, if you have any queries or complaints regarding the services they provide you.

## **ACCOUNT TERMS & CONDITIONS**

### **Availability**

1. The Account is available only to personal customers.
2. The account must be operated in credit.
3. Your agreement with us will continue until it is terminated by you or by us. You may close your account at any time. If we close your account, we will give you at least two months' notice unless you are in breach of your agreement or there are exceptional circumstances, such as suspected fraud.
4. Should any debit item(s) be presented for payment and returned unpaid three or more times in a 12 month period we will close the account, giving you at least two months' notice, but all Direct Debits and Standing Orders will be cancelled with immediate effect.

## **GENERAL TERMS AND CONDITIONS**

### **Opening the Account**

1. We will need to see proof of your identity before the Account is opened. This is required by law. We will give you details of what documents and evidence we need from you to check your identity.
2. You must keep us informed of your up to date address and contact details. If any of your details, such as your address, telephone number or email address change, you must tell us as soon as possible. You can do this by calling our Customer Service Centre. Failure to keep us up to date may mean that we are unable to provide you with information regarding the operation of your Account or any transactions carried out on it.
3. If you are not happy about your choice of Account, you may cancel it within 14 days beginning with whichever is the latest of the following:
  - the day after the day on which the agreement is entered into;
  - the day after the day on which you receive these Terms & Conditions.

We will help you switch to another of our Accounts or we will give all your money back. To do this no notice will be required and no charge is payable.

To cancel your Account within the 14-day cooling-off period you can write to us at:  
Bank of Ireland UK, 1 Donegall Square South, Belfast, BT1 5LR.

You can also tell us that you want to cancel your Account within the



14 day cooling off period by telephoning us. We may ask you to confirm things in writing.

4. We can refuse to open an Account or refuse a deposit without giving you any reason for our decision. You must not use the Account for business purposes.
5. Your agreement is in English and all communications issued under or in connection with it will be in English. You and we may communicate in writing, by telephone, by SMS, by fax, by email, in person at any of our branches, by using 365 online or by any other method that we may agree. You may request a copy of your agreement at any time during its course.
6. Transaction information will be provided to you at least once a month by way of a paper statement unless you have chosen to receive less frequent paper statements and/or you have opted to have your statement made available to you electronically.
7. Your agreement shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, by Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.
8. We may transfer to any other person any or all of our rights under this Agreement or our duties. You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your Account will be serviced. If, after any such transfer, the arrangements for servicing your Account do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result. This Agreement is personal to you and you may not transfer any of your rights or duties under this Agreement.

## **Joint Accounts**

9. If the Account is in the name of two or more personal customers, these Terms & Conditions apply to both/all of you and to each of you separately. This means that you are individually responsible for keeping to these conditions and you are also responsible for making sure that the other Account Holder(s) keep(s) to these terms and conditions. If one of you does not keep to these Terms & Conditions then we can take action against the other Account Holder(s) even if they did not cause the breach or did not know about it.
10. We will treat any instruction received from one Account Holder as an instruction on behalf of both/all Account Holders. If we receive conflicting instructions from joint Account Holders we may suspend and/or close the Account.
11. If any Account Holder ceases to be a party to the Account (except in the case of a deceased party), the Account will be closed and a new Account opened in the name(s) of the remaining party/parties providing we have written consent from all Account Holders.

## **Withdrawals**

12. You can only withdraw money from your Account and send payments from your Account if you have enough money in the Account to cover the payment. We refer to this as having enough 'cleared funds' in your Account.
13. When we look to see if you have enough 'cleared funds,' we will look at the balance on your Account. We will also take into account any cheques that you have paid into the Account and the amount of any immediate payments which are due to go out of your Account and the total amount of any other payments which we are processing on your Account.
14. If you pay a cheque into the Account, you should not try to draw against the value of the cheque until it has cleared. Please refer to our "Guide to Personal Banking" and "Personal Current Account Charges Explained" for details.

15. We may require proof of identity before allowing withdrawals from the Account. On your death, the balance may be withdrawn by your personal representative or, if there is more than one of you, by any remaining Account Holder. Funds in your Account may be withdrawn by going into the Post Office. You may also find out the balance of your account in the Post Office. You consent to disclosure by us to the Post Office of such information relating to you as is necessary when you access these services. Cash withdrawals in the Post Office are restricted to one transaction per day.

## **Charges**

16. There are no transaction fees payable on the Account. We may apply charges for work carried out, or for services supplied, by us in connection with your Account. If you ask us to provide an extra service then we will tell you about the charge payable when you request that work or service and it will be debited to the Account when the work or service is provided.

17. Full details of our current account and overdraft charges are available in our "Personal Current Account Charges Explained" brochure which is available from any of our branches and on our website. We can vary our charges at any time. If we intend to increase any of the charges which apply to the day to day running of your Account we will tell you by writing to you at least two months before making the change. If you do not like the changes that we plan to make then if you want to, you can switch your Account or close it and terminate this agreement. Condition 23 tells you how and when you can do this.

## **Termination**

18. If:

- you or any Joint Account Holder are in breach of these Terms & Conditions;
- we have reasonable grounds to believe that there is a significantly increased risk that you are getting into financial difficulties or may become bankrupt or subject to a voluntary arrangement or are or will be unable to repay any credit;
- you die;
- we have reasonable grounds to suspect unauthorised use of any Card or Security Credentials on your Account, or theft or dishonesty;
- there is a change in your personal risk profile;
- any information provided by you to us is inaccurate or misleading;
- we have any legal regulatory or other objectively justifiable reason,

then we may take such steps as are reasonably necessary to restrict any of your rights to use the Account or to suspend use of or cancel your right to use the Card, Security Credentials and/or PIN.

If we intend to stop the use of your Account, Card, Security Credentials and/or PIN we will try to tell you before we stop your use of the Account, Card, PIN or Security Credentials. If we cannot tell you before, we will tell you immediately after we stop the use of your Account, Card, PIN or Security Credentials. We will also give you the reason why we are stopping your use of the Account, Card, PIN and/or Security Credentials.

However, we do not have to tell you that we are stopping the use of your Account, Card, PIN or Security Credentials or give you reasons why if a legal requirement means that we cannot tell you or if we reasonably think that telling you would compromise the security of your Account.

We will reinstate your access to the Account and to the Card, PIN or Security Credentials or provide replacements as soon as is practicable after the reason for stopping the use of the Account or Card has ceased to exist.

19. You may close the Account at any time by giving us 30 days' notice in writing.

We can close your Account by giving you at least two months' notice unless Condition 20 applies.

20. We can close your Account immediately and without telling you first if:

- we suspect fraud or other criminal activity;
- you are in material or persistent breach of these Terms & Conditions;
- we are required to do so by law, court order or other regulations;
- any information provided by you to us is inaccurate or misleading;
- the Account is being used for a purpose that could reasonably be expected to give rise to a material reputational risk for us.

If either you or we close your Account then you must:

- repay any money you owe us;
- pay any interest and charges up to the date of termination of the Account;
- return the Card to us, cut vertically through the Chip, together with any Security Credentials, devices and unused cheques and paying in books;
- cancel any direct debits, standing orders and other payment orders on the Account.

21. If another person (other than another Account Holder) makes a claim for any funds in the Account, or if we know or believe that there is a dispute involving someone else about who owns or control funds in the Account, we may:

- put a hold on the Account and refuse to pay out any funds until we are satisfied that the dispute has ended;
- send the funds to the person who we have good reason to believe is legally entitled to them;
- apply for a court order;
- provide any relevant information to the sender of the funds;
- take any action we feel is necessary to protect us.

If we have acted reasonably, we will not be liable to you for taking any of these steps.

## Changes

22. We may vary, amend or add to these Terms and Conditions to take account of the following

- changes in financial market conditions or banking practice;
- changes to the structure of our group or persons through whom we offer our products and services;
- alterations in the costs of maintaining the Account;
- complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice;
- changes in technology, such as differences resulting from new IT systems or other processes;
- the introduction of a new service or improvements to the service we already offer you;
- the correction of any genuine mistakes or omissions or to make these Terms & Conditions clearer or more favourable to you; or
- for any other valid business reason.

23.If we change these Terms & Conditions, we will tell you about any changes at least two months before they take effect. If you do not like any of the changes that we plan to make, then if you want to you can switch your Account or close it and terminate this Agreement. If you do not tell us within 60 days that you want to close or switch your Account, then we will treat you as having accepted the changes.

24.We will tell you about any changes to your Terms & Conditions by any of the following means:

- advertising in the press;
- sending you written notice by e-mail, statement, notice, letter or any other method in writing that we consider appropriate (if the change is to your disadvantage); or
- displaying notices on our website.

If we have made a major change or several minor changes in any year, we will give you a copy of the new Terms & Conditions or a summary of the changes.

### **Transactions on your Account**

25.If we do not execute or incorrectly execute a transaction we will without undue delay take whatever action is necessary to rectify the error or omission.

26.We may refuse to carry out transactions on your Account if:

- you have insufficient available funds in your Account to carry out the transaction;
- you have given us unclear, incorrect or incomplete instructions;
- we know, or have reasonable grounds to suspect, that you have not consented to the Payment Order from a TPP;
- you have not authorised us to process the Payment Order from the TPP;
- you are in breach of your Agreement;
- we suspect fraud or other illegal activity;
- we believe there is any significant adverse change in your financial circumstances;
- we have any legal or regulatory reason; or
- we consider that our business reputation may be significantly compromised.

27.If we refuse to make a payment or if we need to tell you about a fraud or security alert we will notify you. We may do this in a variety of ways depending on the nature of your Account and type of payment:

- Card transactions – by displaying a message on the cash machine or other point of sale payment terminal immediately
- Direct debits and standing orders – by displaying related charges on your bank statement and by written notice
- In some circumstances, if fraud has occurred or is suspected, by SMS
- For other payment types (e.g. telegraphic transfers) – by contacting you directly to advise you that the payment request has been refused.

You may request details of any unpaid item(s), the associated Charge(s) and our reason(s) for refusing to make the payment by contacting your local branch.

28.We may stop or suspend your use of any Card, password and/or PIN to authorise transactions if:

- we suspect fraud;
- you are in breach of these Terms & Conditions; or
- we believe there is a significant adverse change in your financial circumstances.

If we do this, we will let you know why as soon as possible.

## **Unauthorised Transactions**

- 29.If you become aware of any unauthorised or incorrect transactions on your Account, you must notify us without undue delay by contacting your local branch. Notification must be received by us no later than 13 months from the date the transaction was debited from your Account or you may not be entitled to a refund.
- 30.Where we establish that the transaction was not authorised by you, we will refund the amount of the transaction and, if applicable restore the Account to the state it was in had the unauthorised transaction not taken place. However, if the unauthorised transaction arises from the loss or theft of a Card or misappropriation of security information, you will usually be liable up to a limit of £35 provided that you have not acted fraudulently or failed with intent or gross negligence to protect the security of your Account, in which case you may be liable for all losses. Please see Condition 45 and the Guide to Personal Banking for full details of when you may be liable for losses following unauthorised transactions.
- 31.Where you authorise a payment transaction but do not specify the exact amount of such transaction, and the amount of the payment transaction exceeds the amount that you reasonably expected, we may make a refund providing you have requested such refund within 8 weeks of the funds being debited.
- 32.We reserve the right to debit from your Account the amount of any refunds (if any) paid to you where, upon further investigation, it is subsequently established that you are not entitled to a refund. There is no right to a refund where consent for a transaction has been given directly to us (for example, a direct debit), or where information on the payment transaction was given to you at least four weeks before the due date by the payee or their bank.
- In the case of any dispute between you and us regarding a transaction, the books and records kept by, or on behalf of, us (whether kept on paper, microfilm, by electronic recording or otherwise) shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by us in connection with any matter or dealing relating to the transaction.

## **CARD CONDITIONS APPLICABLE TO BANK OF IRELAND UK CASH CARD**

### **Conditions of Use**

- 33.The Card will be sent to you by post or you may be asked to collect the Card from the branch holding the Account and to provide suitable proof of your identity. On receipt you must sign the Card immediately.
- 34.The person named on the Card is the only person authorised by us to use the Card.
- 35.Where the Card is issued in respect of an Account maintained by two personal customers, these Card Conditions will apply to you both jointly and to each of you individually. This means that you are individually responsible for keeping to these Card Conditions and you are also responsible for making sure that the other Account Holder keeps to these Card Conditions. If one of you does not keep to these Card Conditions then we can take action against the other Account Holder even if they did not cause the breach or did not know about it.
- 36.Each Account Holder will remain liable even if, at a future date, the Account is closed or the joint account mandate is cancelled.
- 37.The Card and the content of the Chip belong to us. It must be returned at our request and it may be kept by us or any person acting on our behalf or with our authority. If we ask you to do so, you must destroy the Card immediately by cutting it in half vertically through the Chip.

38. These Terms & Conditions will apply to any Card issued as a substitute, replacement or renewal of the original Card.
39. You must immediately tell the branch holding the Account of any change to your name, address or telephone number.

### Protecting the Card and your Account

40. To help prevent fraud and protect the Account you must do everything you can to keep the Card and the Security Credentials safe, for example,
- (a) sign the Card promptly after receiving it, and
  - (b) do not allow anyone else to use your Card or PIN, and
  - (c) memorise and keep your PIN and any password relating to your Account secret; never write down or record your PIN or any such password in such a way that another person could recognise and use it; destroy the notification of your PIN promptly after receiving it, and
  - (d) if you change your PIN, you should choose your new PIN carefully, and
  - (e) not let anyone watch you enter your PIN at a cash machine
  - (f) keep your transaction receipts safe and dispose of them carefully
  - (g) not use the Card for any illegal purpose or purchase
  - (h) contact us about any suspicious activity regarding the use of the Card
  - (i) cooperate with us and the police with any investigation.
- If you do not take care of your Card and PIN, you may be liable for losses if your Card is used without your permission, lost or stolen.
41. You must not disclose the PIN or any password relating to your Account to any person. However, your Security Credentials may be disclosed to an authorised TPP.

### Lost or Stolen Cards and Account Security

42. You must take care not to lose or damage your Card and you must not let anyone else have it. If you lose or part with your Card, if it is taken from you even for a short period or if someone else knows your PIN, you must
- (a) telephone us immediately  
**0800 121 7790**  
**For calls from outside the UK +44 800 121 7790**
  - (b) we may ask you to confirm this in writing;
  - (c) take all reasonable steps to help us recover the Card.
43. If the Card is lost, mislaid or stolen, likely to be misused or the PIN or Card number is disclosed, or if we have reason to believe any of these things may have happened, we may advise the police and give them any information they may need. You must tell us everything we need to know about the circumstances of the loss, theft, misuse or disclosure and take all steps we feel are necessary to recover the Card. If you have or get back the card after the occurrence of any of these events, the Card must not be used and must be cut in half vertically, through the chip if applicable, and returned immediately to us. There may be a charge for a replacement card.
44. If you act fraudulently, you will be responsible for all losses. If you act without reasonable care and this causes losses you may be liable for them. These conditions will apply if you fail to follow the safeguards outlined at Condition 40 and 41.
45. We will be responsible for any unauthorised withdrawals made with the Card if:
- (a) the Card is lost in the post when sent by us to you, or
  - (b) the Card is used by someone else after you have reported to us that it has been lost or stolen or that you suspect your PIN is known to someone else.

46. We will credit the Account with any amount debited in the circumstances outlined in Condition 45 including any related interest and charges. You will be responsible for any other losses but your liability to us will usually be limited to a maximum of £35 for transactions undertaken between the time the loss theft or misappropriation of your card was detectable and the time you report this to us providing you have complied with these Card Conditions. However, if you have not protected your PIN or any password relating to your Account, you may be liable for all withdrawals or purchases without limit. Please refer to the 'Liability for losses' section of the Guide to Personal Banking for details on how and when you may be liable for losses following any unauthorised use of your Card.

### **Payment**

47. Subject to Condition 45, you shall pay us the amount of the transactions and any loss which we suffer as a result of any breach of these Terms & Conditions. Your liability shall be settled either from monies standing to the credit of the Account or on demand by us.

48. The amount of each transaction will be withdrawn from the Account by electronic transfer. On each Business Day we shall be entitled to withdraw funds from the Account ahead of all other drawings or debits to make up the total value of the transactions which have been notified to us since the previous Business Day.

### **Termination**

49. If you breach any of your obligations, or the terms and conditions relating to any other product or service we provide, we may take such steps as are reasonably necessary to restrict any of your rights to use the Account or to suspend use of or cancel your right to use the Card. If we stop the use of your Card we will inform you immediately after doing so and will give you our reason for doing so. We will reinstate the Card or provide a replacement as soon as is practicable after the reason for stopping the use of the Card has ceased to exist.

### **Changes**

50. Changes to the Card Terms and Conditions will be in accordance with General Term and Conditions 22, 23 and 24.

### **Miscellaneous**

51. Nothing in the Agreement entitles you to use the Card so as to overdraw the Account.

52. We will not be liable for any delay in performing any of our obligations in respect of the use of the Card, where such delay or failure arises directly from an Act of God, civil disturbance, industrial dispute or any circumstances beyond our control.

53. The Card shall remain our property. It must be returned at our request, and it may be kept by us or any person acting on our behalf or with our authority.

**This document can be made available in Braille, large print or audio upon request.**

**Please ask any member of staff for details.**

**0800 0850 444**

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