

# Current Account

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## Terms and Conditions for GB Personal Customers

(Clear Current Account)

Effective 6 July 2019

## Current Account Terms & Conditions

The Terms and Conditions should be read in conjunction with our Guide to Personal Banking and our Schedule of Charges for Personal Customers.

Please ensure that you have read and understood them.

### Answering your questions

If you have any further questions regarding any of our current accounts or any other of our services, you can contact us on 0345 850 1234.

These Current Account Terms & Conditions (referred to as the “Terms & Conditions”) apply to a personal customer (referred to as “you” and “your”) and Bank of Ireland UK (referred to as “we”, “us” and “our”).

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, which will be a Clear Current Account.

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

“Account Information Service Provider” or “AISP” means an authorised third party provider which provides a service that allows you to see details of your accounts with different providers in one place.

“Agreement” means the agreement between you and us, of which these Terms and Conditions form part.

“Bank of Ireland UK”, “Bank”, “we”, “us” or “our” means Bank of Ireland (UK) plc, including its successors or assigns.

“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 the following cards that may be used with the Account – VISA debit card and includes any replacement cards.

“Cash Machine”, which is a cash dispenser at which you can access services and money using the Card and PIN.

“Charge” means any fee or charge that you have to pay referred to in these Terms and Conditions and/or set out in our Schedule of Charges for Personal Customers.

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

“Credit Reference Agencies” means Experian Limited and/or Equifax Limited and/or TransUnion Information Group Limited.

“Lodgement” means any payment into your Account either by cash, cheque, draft, CHAPS, Telegraphic Transfer, Standing Order, BACS, electronic payment or via transfer from another account.

“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 the point of sale, including a Cash Machine in order to authorise a transaction.

“Reference Exchange Rate” is the exchange rate used as the basis to calculate currency change.

“Reference Interest Rate” is the interest rate used as the basis for calculating any interest to be applied, known also as the Bank of Ireland UK Base Rate.

“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 payment services in relation to your Account. A TPP can be an AISP or a PISP or both.

“Transaction” means any payment made or cash withdrawn using the Card.

“Withdrawal” means where funds are taken out of your Account either by telegraphic transfer, draft, cheque or cash, by electronic debit or via transfer into another account.

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.

Please ensure that you read the Terms & Conditions (which includes the 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 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 other European regulators to provide payment services to you.

A TPP may request access to your Account from time to time to provide payment services to you but we will only allow such access where you have authorised us to allow them access to your Account for this purpose.

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 authorise us

to proceed with the payment by using our online verification processes and your Security Credentials. Once you have authorised us to proceed with the payment, the payment cannot be stopped.

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 an AISP to access and hold details of your Account by following the procedures required by such AISP. If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have properly authorised us to share your Account information with an AISP, the AISP can make continued requests for access which we will process. It is the responsibility of the AISP to ensure the security of any information it holds.

If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.

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 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.

## **General Terms & Conditions**

1. 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 fax or online. You may request a copy of your Agreement at any time during its course. Transaction information will be provided to you at least once a month by way of a paper statement.

2. 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. 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.

You must not use the Account for business purposes.

### **Joint Accounts**

3. If the Account is in the name of two personal customers, these Terms & Conditions apply to both of you together 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 keeps 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 even if they did not cause the breach or did not know about it. If there is an overdraft on the Account then we can take action against both of you or just one of you to repay it, even if the joint Account Holder against whom we take action did not personally make the Transactions which resulted in the overdraft.
4. We will accept and act on the instructions of any one of you and the signature of any one of you will be sufficient discharge of any partial or whole Withdrawal of the balance from the Account.
5. If a joint account holder no longer wishes to be party to the account the account will be closed upon receipt of joint instructions from all joint account holders regarding the closing balance, providing we have written consent from all Account Holders.
6. In the event of the death of a joint account holder the surviving joint account holder can continue to operate the account.

### **Withdrawals**

7. 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.
8. When we look to see if you have enough 'cleared funds,' we will look at the balance on your Account together with the amount of any arranged overdraft which you have on the 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.

9. If you pay a cheque into the Account, you should not try to draw against the value of the cheque until it has cleared. If you do make a withdrawal before the funds have cleared you should note that the value of the cheque will be debited from your Account if the cheque is subsequently returned unpaid. In this instance you may be charged interest if an arranged overdraft is used or an unarranged overdraft created on your Account.
10. We may require proof of identity before allowing withdrawals from the Account.
11. On your death, the balance may be withdrawn by your personal representative if you are a joint account holder or by any remaining Account Holder.

## **Interest**

12. Overdraft interest is calculated on a daily basis on the cleared debit balance and at the rate of interest applicable to the Account. Interest calculated at the end of the relevant day will be debited from the Account monthly. The overdraft interest rate on your account will reflect changes in the Reference Interest Rate and will normally change within one working day of the relevant Bank of England announcement.
13. Credit interest is calculated at the rate of interest applicable to the Account on a daily basis on the cleared credit balance calculated at the end of the relevant day. Interest will be credited to the Account monthly.
14. Subject to condition 14 below, the rate of interest applicable to the Account can be obtained:
  - ▶ by visiting our website ([www.bank-of-ireland.co.uk](http://www.bank-of-ireland.co.uk))
  - ▶ by calling us on 0345 850 1234

## **Changes in interest rate**

15. Interest rates are variable. We can change a variable interest rate immediately under condition 29 – if the change is to your advantage or if there is a change to a Reference Interest Rate (e.g. Bank of England base rate) and tell you about the change in the ways set out at condition 16. We will give you at least 2 months' notice of all other changes to interest rates and if you do not like the planned change in interest rates, then if you want to, you can switch your Account, or close it and terminate this Agreement. Condition 28 tells you how and when you can do this. We will tell you about the planned change in the ways set out at Condition 29 below.
16. We may increase or reduce our interest rates for any one or more of the following reasons:
  - ▶ to reflect any change in our cost of funds, for example, caused by any change in market interest rates or by

- ▶ other factors outside our control;
- ▶ to reflect any change in the interest rates which other banks charge in the UK;
- ▶ to ensure that the amount we receive from customers will enable us to meet any regulatory requirements that apply to us;
- ▶ to reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator;
- ▶ for any other valid economic or business reason.

17. To notify you of any change to the interest rate on the Account we will:

- ▶ Update our website
- ▶ For changes other than those that result from a change in Bank of England base rate we may place advertisements in two newspapers, or we will send you written notification

To help you compare rates more easily, our notices will clearly show the old and the new rates.

### **Taxation of Interest**

18. Interest will be paid gross without the deduction of tax.
19. We do not require any parties registered on this account to declare they are a non-taxpayer.
20. This information is based on our understanding of current law and HM Revenue & Customs practice as at April 2016, both of which may change in the future. The law relating to taxation is liable to change and such changes cannot be foreseen.

### **Charges**

21. We may apply Charges for services supplied by us in connection with your Account. These Charges will be debited to the Account for services supplied.
22. Full details of our Charges are available in our Schedule of Charges for Personal Customers which is available on our website, [www.bank-of-ireland.co.uk](http://www.bank-of-ireland.co.uk). We can vary our rates and changes at any time. If we intend to increase any of the Charges which apply to the day to day maintenance of the 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 tells you how and when you can do this.
23. If you ask us to provide an extra service then we will tell you about the charge payable when you request that service.

### **Overdraft Facilities**

24. Unless we have already agreed to give you an arranged

overdraft on your Account, you must not allow the Account to go overdrawn or try to make any Transaction which would result in the Account going overdrawn. If we agree that you can have an arranged overdraft on the Account, you must keep the balance on the Account within the overdraft limit that we set for you. It may be withdrawn by us with immediate effect and you must put the Account in credit within thirty days.

25. An arranged overdraft facility is granted at our discretion. We do not have to lend to you and if you ask us for an overdraft we may turn down your request.
26. Before we agree significantly to increase your arranged overdraft limit we will assess your credit profile based on our own records and the records about you held by the Credit Reference Agencies.
27. If we pay a Transaction amount which results in you going overdrawn on your Account when we have not arranged an overdraft with you, or if we pay a Transaction amount which results in you going over an arranged overdraft limit on your Account this does not mean that by paying the Transaction we have agreed an overdraft on your Account or agreed to increase any overdraft limit on your Account. We can refuse to pay further Transactions and we can ask you immediately to pay money to your Account so as to bring it back into credit or back within any arranged overdraft limit.

## Termination

28. 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.

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 28 applies.

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.

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; or
- ▶ 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 to Terms

29. 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.

If we change these Terms & Conditions, (apart from changes to our interest rates which we can make immediately and without notice under Condition 14 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.

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

- ▶ Advertising in the press
- ▶ Sending you written notice by email, 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 and Conditions or a summary of the change.

You must tell us of any change to your name, address or telephone number via Banking 365 or in writing.

## Transactions on your Account

31. 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.

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

- ▶ you have a lack of available funds in your Account to carry out the transaction or if the transaction exceeds

any limit that we have applied to your Account. Please see the Schedule of Charges brochure for the current charges applicable to unarranged overdraft charges

- ▶ 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; or
- ▶ 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

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
- ▶ In some circumstances, if fraud has occurred or is suspected, by SMS

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 us on 0345 850 1234.

33. 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**

34. If a third party bank gives us evidence that within the last 2 months an amount has been paid into your Account incorrectly, then we will protect that amount and you will not be able to withdraw it from your Account. We do not need your permission before we do this but we will give you at least 15 Business Days' notice to contact us and dispute the claim before we send the funds back to the third party bank.

35. If a third party bank gives us evidence that between 2 and 36 months previously an amount has been paid into your Account incorrectly, or if a third party bank tells us that an amount has been paid into your Account incorrectly but cannot give us enough information about the mistake, then we will contact you for permission before we send the funds back to the third party bank.
36. If you become aware of any unauthorised or incorrect transactions on your Account, you must notify us without undue delay by calling us on 0345 850 1234. Notification must be received by us no later than 13 months from the date the transaction was debited from your Account, by contacting us on 0345 850 1234 so we can investigate the transaction, or you may not be entitled to a refund.
37. The sooner you notify us and the more information you can provide about the transaction, the quicker we will be able to determine whether the transaction was in fact unauthorised or executed incorrectly. In some cases, we may ask you to put your query in writing. Failure to notify us promptly may mean that you are not entitled to a refund from us or other form of redress.
38. Once you have notified us of an alleged unauthorised or incorrectly executed transaction on your Account, we will promptly investigate your claim. In some cases, we may ask you to give us further information about the transaction (for instance to enable us to confirm that the transaction was properly authenticated) or to cooperate with the police or other enforcement bodies.
39. 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 Card Condition 12 and the Guide to Personal Banking for full details of when you may be liable for losses following unauthorised transactions.
40. 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.
41. 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.

## **Maintenance of the Account**

42. If a credit to the Account is subsequently recalled or not credited by the paying bank the Bank may make any necessary correcting reversal entry without the Account Holder's approval and the Account Holder will be liable to pay the Bank any debit which may arise as a result.
43. Any correspondence or notices sent by the Bank to the Account Holder by post to the last address notified by the Account Holder, shall be deemed to be received by the Account Holder two Business Days after dispatch by ordinary post, or immediately upon delivery by hand.

## **Waiver**

44. No time or indulgence that we may extend to you and no waiver by us of any breach of any term or condition of these Terms and Conditions shall affect our rights and powers under the Terms and Conditions.

## **Indemnity**

45. You shall hold us harmless from any loss or damage suffered by any person as a result of your breach of any of the Terms and Conditions.

## **Dormant Accounts (Variable Rate Products)**

46. If you do not make any transactions on your Account for three years then we may treat your Account as being dormant to reduce the risk of fraudulent activity. This means that we may stop sending you statements, letters and if relevant to your Account, your Card. We may write and ask you to close your Account as we are unable to reactivate your Account. The Account will always be your property.

## **Errors**

47. Whilst we will try to operate your Account accurately, mistakes may occur. If you are aware that an amount has been incorrectly credited or debited to your Account you should notify us immediately. If you use funds with the knowledge that they were incorrectly transferred into your Account, we may take steps to recover the money from you or take it from your Account and take such other proceedings or actions as may be appropriate.
48. If we debit an amount from your Account in error, we will notify you and amend the error accordingly. Where any amounts are debited to your Account in error, our total liability to you shall, unless otherwise stated, be limited to payment to you of an equivalent.
49. If we credit an amount to your Account in error, we will notify you and amend the error accordingly including removing any money incorrectly transferred into your Account.

## Claims on your Account

50. If another person makes a claim for any funds in your Account (for example, if someone takes legal action to recover funds they believe belong to them), 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 your 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, or transfer the funds to the linked Account;
  - ▶ continue to rely on the current records we hold about you;
  - ▶ apply for a court order; or
  - ▶ 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.

## Our Liability

51. We will not be liable to you in respect of any losses that you or any other person may suffer or incur in connection with, or relating to your Account except where such losses are due solely to our or our agents acts, errors or omissions. In particular, we will not be liable to you or any other person for any losses due to:
- ▶ your instructions not being sufficiently clear;
  - ▶ your acts, errors or omissions (for instance, where you have failed to provide correct information or to keep your information up-to-date);
  - ▶ any actions, limits or regulations imposed by any governmental, regulatory or other official body of any kind from time to time;
  - ▶ any acts, errors or omissions of a third party (e.g. a Cash Machine operator or retailer); or
  - ▶ anything which is expressly excluded or limited in the Agreement.
52. We will not be liable for any delay or failure in performing any of our obligations under the Agreement where such delay or failure arises because of civil disturbance, strike or industrial action or any other circumstances beyond our reasonable control. Furthermore, we will not be liable to you for any losses whatsoever if we are prevented from providing banking or payment services by reason of acts of terrorism, failure of power supplies, interruption or breakdown of mobile phone networks, telecommunications networks or the internet, or the destruction, breakdown or malfunction of any third party systems, equipment or hardware.
53. Nothing in the Agreement will operate to limit or exclude our liability for any losses where limitation or exclusion is prohibited by law.

# Card conditions applicable to Bank of Ireland UK Visa Debit Card (Contact & Contactless Card)

## Conditions of Use

1. The Card may be used by you up to the expiry date embossed on the Card and in accordance with these Card Conditions.
2. The person named on the Card is the only person authorised by us to use the Card.
3. 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. Each Account Holder will remain liable even if, at a future date, the Account is closed or the joint account mandate is cancelled.
4. 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.
5. These Card Conditions will apply to any Card issued as a substitute, replacement or renewal of the original Card.

## Protecting Your Card and Your Account

6. 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) 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
  - (c) not allow anyone else to use your Card or PIN or password relating to your Account, 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 or Card reader
  - (f) never give your Security Credentials to anyone unless you know who they are and why they need them
  - (g) keep your transaction receipts safe and dispose of them carefully.
  - (h) not use the Card for any illegal purpose or purchase

- (i) (contact us about any suspicious activity regarding the use of the Card
- (j) cooperate with us and the police with any investigation.

If you do not take care of your Card, your PIN and any password relating to your Account, you may be liable for losses if your Card is used without your permission, lost or stolen.

7. 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**

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, is stolen or used in an unauthorised or irregular manner, or if someone else knows your PIN or any password relating to your Account you must

- (a) telephone us immediately on: 0800 1217 790  
For calls from outside the UK +44 345 850 1234
- (b) we may ask you to confirm this in writing within 7 days, and
- (c) take all reasonable steps to help us recover the Card.

8. If the Card is lost, mislaid or stolen, likely to be misused or the PIN, or any password relating to the Account, 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, through the Chip if applicable, and returned immediately to us. There may be a charge for a replacement Card.
9. 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 if you fail to follow the safeguards outlined at Card Conditions 6 and 7.
10. 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 or any password relating to the Account is known to someone else.
11. We will credit the Account with any amount debited in the circumstances outlined in Card Condition 11 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**

12. Subject to Card Condition 11, you shall pay us the amount of the transactions and any loss which we suffer as a result of any breach of these Conditions. Your liability shall be settled either from monies standing to the credit of the Account or on demand by us.
13. 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.
14. The debit from the Account for any Visa Debit Card payment will normally occur within three banking days from the date of the Visa Debit Card payment. The debit can be delayed if the supplier delays in asking for payment or for any other valid reason.

## **Termination**

15. 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**

16. Changes to the Card Terms and Conditions will be in accordance with General Term and Condition 29.
17. You must call us on 0345 850 1234 of any change to your name, address or telephone number.

## **Making payments to a Retailer (Visa Debit cards only)**

- 18.1 Your Card may be used to make debit card payment in pounds in retail outlets with a compatible payment terminal or when you are not in the presence of a retailer, for example, by telephone or on the internet. The way in which you authorise such payments may vary according to the functionality of your card and the retailer facility. You may also use the Card abroad

to make a debit card payment in foreign currency to pay for goods and services at an International Point of Sale and to make a cash withdrawal in foreign currency outside the UK, at Cash Machines where the Visa Debit logo is displayed.

- 18.2 When the Card is used for a Visa Debit Card payment (including a pre-authorisation request by a retailer e.g. in a hotel or car hire company) you authorise us to deduct from the Account the amount charged to you by the retailer or other Visa Debit operator and authorised by you. The balance in the Account may be reduced by the amount of any payment made by Visa Debit (whether or not we adjust the balance shown on the Account at the same time) and any such reduction will be cancelled only if we are satisfied that the transaction to which the payment relates has been cancelled (in which event the authorisation shall also cease to have effect). Any interest charged to the Account in respect of the amount of a transaction that is subsequently cancelled or refunded transaction will be refunded to the Account.
- 18.3 You cannot cancel a Visa Debit Card payment after you have used the Card.
- 18.4 If, for any reason, including but not limited to retailer error, electronic system failure or damage to the Card, your authorisation is not received by us and the retailer refuses to accept the Card, any authorisation you have already given will cease to have effect.
- 18.5 To protect you against fraud, we sometimes require the retailer to verify that it is you using the Card. If the retailer is unable or fails to do so and refuses to process the transaction, any authorisation you have already given will cease to have effect.
- 18.6 Any retailer, supplier or Cash Machine Acquirer may seek authorisation from us before accepting a payment of any amount by use of the Card and it shall be at our discretion whether to give any such authorisation.
- 18.7 If a retailer refunds a payment amount, we will credit the amount to your Account when we receive confirmation of the refund from the retailer.
- 18.8 We have no obligation to you or the retailer concerning goods or services provided. You should contact the retailer if you have any query or dispute about the goods or service it provides.
- 18.9 We may, at our sole discretion, disclose any information to any third party concerning you, the Account and/or any Card transaction as we deem necessary to comply with our obligations as a member of Visa Europe.
- 18.10 If you use your Card to make a debit card payment in a foreign currency to buy goods or services from any retailer, a fee will apply. Please see our separate "Schedule of Charges" brochure for details. The actual amount charged will be detailed with the transaction on your bank statement.
- 18.11 If you use your Card to make a cash withdrawal in foreign

currency outside the UK from any Cash Machine (excluding Bank of Ireland Cash Machines and some other Bank Cash Machines in the Republic of Ireland) a fee will apply. The machine will give you notice that you may be charged.

Please see our separate "Schedule of Charges" brochure for details.

The actual amount charged will be detailed with the transaction on your bank statement.

18.12 If you use your Card to make a cash withdrawal in foreign currency outside the UK from any Cash Machine (excluding Bank of Ireland Cash Machines and some other Bank Cash Machines in the Republic of Ireland), or to make a debit card payment in a foreign currency to buy goods or services from any retailer, the amount of the transaction will be exchanged into sterling at the Visa Exchange Rate operating on the date the amount of the transaction is actually applied to your Account. This will be shown on your bank statement and, due to the fluctuating nature of exchange rates, may differ from the Visa Exchange rate applicable on the date the transaction was made. Please visit [http://www.visaeurope.com/en/cardholders/exchange\\_rates.aspx](http://www.visaeurope.com/en/cardholders/exchange_rates.aspx) for details of rates.

18.13 If you use your Card to make a cash withdrawal in foreign currency outside the UK from Bank of Ireland Cash Machines and some other Bank Cash Machines in the Republic of Ireland, the amount of the transaction will be converted into sterling at the prevailing Reference Exchange Rate operating on the date of withdrawal from your Account. The actual rate used will be detailed with the transaction on your bank statement.

## **Miscellaneous**

19. 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 because of civil disturbance, industrial dispute or any circumstances beyond our reasonable control.
20. Nothing in these Conditions entitles you to use the Card to create an overdraft on the Account.

## Terms and Conditions for sending money - Telegraphic Transfer and CHAPs payments

1. We agree to act on your instruction to process the payment as detailed on the relevant application form subject to, and in accordance with, these Terms and Conditions. These Terms and Conditions regulate the payment of telegraphic transfers on your Account and are in addition to the terms and conditions which apply to the operation of your Account. In the event of any conflict or ambiguity, these Terms and Conditions shall prevail.
2. These are our standard Terms and Conditions upon which we intend to rely. For your own benefit and protection, you should read these Terms and Conditions carefully before completing an application form to request a telegraphic transfer. If you do not understand any point, please ask us for further information.

### **Your Responsibilities**

3. You must exercise reasonable care in issuing instructions to the Bank and you agree to abide by these Terms and Conditions at all times. Handwritten applications will not be accepted.
4. It is your responsibility to correctly and fully complete the application form and provide us with any supporting documentation and/or information we may require. Failure to do so may result in the nonapplication, or delayed application of instructions, for which the Bank is not liable. It may also result in the return of the application form for correction. Furthermore, you acknowledge that we are under no obligation to check whether the unique identifiers (e.g. beneficiary IBAN, sort code, SWIFT code, BIC, etc.) or other information provided by you in the application form are correct and, we accept no liability whatsoever for any losses incurred by you or any third party as a result of your failure to correctly complete the application form.
5. Your address information will be sent with all SEPA payments destined for the following non- EEA countries – Switzerland, San Marino, Monaco, Mayotte, Jersey, Guernsey, Saint-Pierre-et-Miquelon and Isle of Man. A SEPA payment for one of the above countries which does not have this information will not be sent. For all other SEPA payments, your address will not be sent with the payment. We accept no liability for payments which are not sent.
6. You hereby authorise the Bank to make any correcting entries on your Account without your prior approval in the event that the Bank or any third party over-credits or under-debits your Account by mistake in respect of your instructions in the application form.
7. Your application must be signed in accordance with the Mandate/Indemnity held by the Bank.
8. Cleared funds must be available on the Account to meet all proposed transfers of funds.

## Our Responsibilities

9. We will carry out such checks as we believe necessary and/or appropriate to confirm your identity and to otherwise comply with our legal and regulatory obligations.
10. The Bank is not responsible for non-payment, delay in application of payment or misapplication of payment instructions arising from circumstances outside its control, including but not limited to:
  - ▶ your failure to fully and accurately complete the application form;
  - ▶ technical failure, interruption or breakdown in routing payments (including Bank of Ireland systems, overseas banking systems, intermediary systems and those of intermediary banks and/or receiving banks);
  - ▶ riots, wars, acts of terrorism, civil disturbances, strikes, industrial disputes, acts or omissions of government (whether local or national), explosions, fires, earthquakes, storms, floods or other natural catastrophes; and
  - ▶ errors, omissions or delays on the part of intermediary banks and/or the receiving banks.

## Transactions

11. Cut-off times will vary depending on the service options selected by you. We will inform you of the relevant cut-off times when you ask us to make the payment. Where we receive your instruction:
  - ▶ before the cut-off time on any Business Day, we will treat your instruction as being received by us on the same Business Day;
  - ▶ after the cut-off time on any Business Day, we will treat your instruction as being received by us on the next Business Day;
  - ▶ out of normal working hours, we will treat your instruction as being received by us on the next Business Day.
12. If we receive your payment instruction before the relevant cut-off time, we will process the payment from your Account on the Business Day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Sterling, Euro, or the currency of another EEA member state, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee receives the payment within one Business Day of D (D+1). For paper initiated payment transactions, the processing period is extended by a further day (D+2). Any payment in the currency of a non-EEA member state, or where the financial institution of the payee is not in the EEA, may take longer to process. If you instruct us to make a payment from your Account to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate.
13. Once we have received your instruction to make a payment, you will not be able to cancel it once the payment has left your Account. Whilst we cannot guarantee that any request

subsequently received from you to cancel the payment can be complied with, we may in certain circumstances agree to cancel and refund the amount of a payment net of any costs and/or expenses at the current rate of exchange (if applicable).

14. We may refuse to act on your payment instructions where:
- ▶ your instructions are unclear, incomplete or are not in the required form (e.g. they do not contain the beneficiary IBAN, sort code, SWIFT code, BIC, Account number, etc. or any other information that we need to process the transaction); or
  - ▶ your instructions are not authorised in accordance with the Mandate/Indemnity held by the Bank; or
  - ▶ we suspect fraudulent or other unlawful activity on the Account; or to do so would put us in breach of a legal or regulatory requirement which applies to us.

If we refuse to process an instruction for any reason, we will on request tell you why we refused the transaction. We do not accept any liability for losses where we refuse to process an instruction

15. We will provide you with details of the payment transaction (once executed) on your Account statement in the manner specified in your Account terms and conditions. You should always check your statement to make sure the transaction has been executed properly. If your statement has an entry which seems to be wrong, you should tell us about it without undue delay and, in any event, no later than 13 months (or such shorter timeframe as may be indicated in your Account terms and conditions) after the transaction date so we may investigate it for you. In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, we will refund the amount of such incorrectly executed transaction. Where any transaction is effected by the Bank in accordance with a unique identifier (e.g. sort code, Account number, BIC or IBAN) supplied by you and the unique identifier supplied is incorrect, we shall have no liability to you in respect of such transaction. We will however make all reasonable efforts to recover the funds but we may charge you in respect of any reasonable costs incurred by us in recovering the funds on your behalf.
16. If there is a dispute in relation to any payment transaction processed by us under, or in connection with, your instructions, the relevant terms and conditions of your Account shall apply. However, 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.
17. In the case of any dispute between you and the Bank regarding a transaction, the books and records kept by, or on behalf of, the Bank (whether kept on paper, by electronic recording or otherwise) shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by the Bank in connection with any matter or dealing relating to the transaction.

## Charges

18. Charging options are to be indicated by you on your payment request. If a charging option is not selected, the 'shared' option will be applied:
  - ▶ Shared – For payment transactions within the EEA, you must pay our Charges and the beneficiary must pay the charge(s) levied by its bank.
  - ▶ Beneficiary – Beneficiary pays our Charges and the charges levied by its bank. This option can only be selected where the beneficiary's bank is outside of the EEA.
  - ▶ Sender – You pay our Charges and the charges of the beneficiary's bank. This option can only be selected where the beneficiary's bank is outside of the EEA.
19. Details of our applicable charges for each type of payment transaction, please refer to the current Schedule of Charges for GB Personal Customers brochure which is available on the website: [bank-of-ireland.co.uk](http://bank-of-ireland.co.uk).
20. You should be aware that some foreign banks have no upper limit on payment charges and it typically takes up to 4 weeks for these charges to be claimed and passed on to you where the charging option "Sender" is selected. However, in certain cases this can take considerably longer (i.e. up to 3 months). In addition, some foreign banks may deduct a charge from the beneficiary even when you have chosen to pay all charges.
21. When a payment is returned by a beneficiary bank, you should note that the amount returned may differ from the original transaction amount because of charges deducted by that bank and/or differences in the prevailing exchange rate when returning the payment. Beneficiary bank charges are outside our control. Any charges taken by the beneficiary bank at the time the initial payment was processed will not be refunded to you in the event that the payment is returned. If you wish to reexecute the payment transaction, our standard charge(s) will be applied

## Disclosure of Information

22. When we send money outside the UK on your behalf the personal data about you contained in the application form may be disclosed to the beneficiary, the beneficiary bank and any other parties involved directly or indirectly in the transmission of the payment for the purposes of processing the transaction, even where such parties are based in countries outside the EU/EEA which may not have similar levels of data protection.



Protected

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

Please ask any member of staff for details.

**0345 850 1234**

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