

Business ATM/Debit

Terms and conditions

Bank of Ireland 

For small steps, for big steps, for life

Terms and Conditions – Business ATM Card and Visa Business Debit Card

1.0 Definitions

- 1.1 “Account” means the business current account in respect of which the Card is issued.
- 1.2 “Authorisation to Debit” (ATD) means in Cardholder Not Present Transactions the provision of the following details which are to be recorded by the Retailer for each transaction:
- (a) Visa Business Debit PAN (16 digits on the front of the card) number
 - (b) Cardholder's name, address, and telephone number
 - (c) Card expiry date
 - (d) Address to which goods/services are to be delivered, if relevant
 - (e) Gross amount charged
 - (f) Date and time of telephone ATD
- 1.3 “Bank” means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, Ireland, and its successors, assigns and transferees. “Banking Day” means the periods of time in any one day during which the Bank is open for business in Ireland, and “non-Banking Day” (Saturdays, Sundays and Bank Holidays) shall be construed accordingly.
- 1.4 “Cardholder” means the person to whom the card is issued and named.
- 1.5 “Cardholder Transaction” means Visa Business Debit Transactions conducted by the Cardholder at an ATM, a POS terminal or a Cardholder Not Present Transaction and a Contactless transaction
- 1.6 “Cardholder Not Present Transaction” means a Cardholder Transaction carried out by a Cardholder who is not present in a Retailer's outlet and provides Authorisation to Debit by mail, phone, internet, fax or telex.
- 1.7 “Cash-back” means the service available to a Cardholder from certain Retailers by which a Cardholder may, at the time of and in addition to the purchase of goods and/or services using Visa Business Debit, obtain cash subject to the limit set out in condition 2.13.
- 1.8 “Chip” means an integrated circuit embedded in the Card.
- 1.9 ‘Contactless’ means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card is held close to the card reader rather than inserted into POS terminal
- 1.10 “Customer” means the Company, Partnership or Sole Proprietor of a business in whose name the Account is maintained.
- 1.11 “Cut-off time” means the latest time in any Banking Day that we can process a particular Account transaction, request or instruction on that Banking Day.

- 1.12 "Ireland" means the Republic of Ireland.
- 1.13 "Microenterprise" means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as defined in Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC as may be amended from time to time.
- 1.14 "Payee" means a person who receives a payment.
- 1.15 "Payer" means a person who makes a payment.
- 1.16 "PIN" means the personal identification number issued to the Cardholder which is required at an Automated Teller Machine ("ATM") and generally required at the point of sale in order to authorise a transaction.
- 1.17 "POS terminal" means a terminal which is capable of accepting, storing and transmitting Cardholder Transactions.
- 1.18 "Retailer" means a supplier of (a) goods and/or services; or (b) goods and/or services and Cash-back.
- 1.19 "Statement" means a record of Account transactions, issued periodically by the Bank to the Cardholder and/or the Customer.
- 1.20 "Verified by Visa" means an additional authentication step for Cardholder Transactions carried out on the internet for online purchases providing an additional layer of security for online transactions.
- 1.21 "Verified by Visa Password" means your personal password for you to use Verified by Visa at participating online retailers.
- 1.22 "Visa Scheme" means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.

2.0 The Card

- 2.1 The Card is subject to the Terms and Conditions of Use set out herein ("Terms and Conditions") and the same may be varied from time to time by the introduction of new conditions, or varying or amending of existing conditions, in accordance with these Terms and Conditions.
- 2.2 The Card shall be for the sole use of the Cardholder and who must be an authorised signatory on the Account. The Card can be issued either on Account opening or during the business relationship.
- 2.3 Where a Card has been forwarded to the Cardholder by post, the Bank may require that the Cardholder first validate and activate the Card at an ATM (or such other form of activation as may be prescribed by the Bank from time to time) ("Card Activation"). A requirement of Card Activation shall be clearly indicated by the Bank in the communication accompanying the Card, and these instructions must be followed by the Cardholder. It shall be the sole responsibility of the Cardholder to successfully complete Card Activation and the Cardholder shall not attempt any other transactions with the Card prior to Card Activation.
- 2.4 The use of the Card to withdraw cash from an ATM or

to avail of any third party payment or any other service provided by an ATM is subject to both transaction and daily limits. Transaction limits can vary from financial institution to financial institution and from time to time. The daily limit will be determined by the Bank and may vary from time to time. Details of the daily limit are available from your local branch. Depending on the transaction limit, it may be necessary in some cases for a Cardholder to carry out more than one transaction to avail of the daily limit. You can use your Card with the PIN to withdraw cash from your Account in our branches that provide cash services. If your Card is a Visa Debit card you can use it to withdraw cash at any ATM displaying the Visa symbol. If your Card is an ATM card you can use it to withdraw cash at any Bank of Ireland ATM.

- 2.5 The Bank may refuse to act on any instruction received in respect of any ATM services without liability to the Cardholder where sufficient cleared funds are not available or where an agreed overdraft facility is not in place on the Account (where applicable) or where such overdraft facility (if in place) would be exceeded if the Bank acted on the instruction.
- 2.6 Registration for any third party payment or any other service provided by use of an ATM shall be in the manner prescribed by the Bank from time to time and the record maintained by the Bank of the registration or instructions which have been (or reasonably appear to have been) issued by the Cardholder to amend the registration, shall be prima facie evidence of such registration.
- 2.7 The Bank is not a party to the provision of any services by a third party service provider and any and all inquiries and/or disputes in respect of such services should be directed by the Cardholder to the relevant service provider. The acceptance of any third party service provider for the purpose of making any third party payments will at all times be at the discretion of the Bank and the Bank may amend, alter, add to, reduce or vary in any respect at its discretion such third party service provider list without any requirement to give notice to the Cardholder.
- 2.8 In the event of any incorrect application by the Bank of Cardholder instructions received in respect of any ATM services which results either in crediting of the incorrect account or the crediting of an incorrect amount to an account, the Bank will restore the Account to the state it would have been in had the incorrectly executed transaction not taken place.
- 2.9 Subject to the Cardholder's full compliance with these Terms and Conditions, the Bank shall accept liability for the Bank's non-execution or defective execution of any third party payment or other relevant payment arising from the provision of any other relevant service by use of the ATM (if any), and will restore the Account to the state it would have been in had the incorrectly executed transaction not taken place.
- 2.10 Subject to the limits set out in condition 2.12 the Bank guarantees payment made by the Cardholder with the Card

within Ireland (i.e. using Visa Business Debit) if:

- (a) The Card is presented by the Cardholder to the Retailer and the Cardholder Transaction is effected through a POS terminal and the correct PIN is entered into the terminal; or the Visa Business Debit Transaction is a Cardholder Not Present Transaction; and
 - (b) The Card has not been deliberately altered or defaced in any way; and,
 - (c) The Cardholder Transaction is completed before the expiry date of the Card.
 - (d) There are sufficient cleared funds in the Account to meet the payment.
- 2.11 If the Cardholder provide incorrect information when making a Cardholder Transaction (for example a reference number for a gas provider), the Bank is not responsible for any loss caused. The Bank will make all reasonable efforts to recover the funds involved in such transaction. The Bank may charge the Cardholder in respect of all reasonable costs incurred in recovering the funds on behalf of the Cardholder.
- 2.12 If the Cardholder has not used the Card in the last 12 months, the Bank may not automatically reissue a card.
- 2.13 It is important that there are sufficient cleared funds in the Account to cover Cardholder Transactions, otherwise the Account may attract over limit item charges and interest surcharges and may result in other payments having to be returned unpaid.
- 2.14 The Cardholder shall not use the Card so as to create any indebtedness to the Bank which has not been previously authorised by the Bank.

3.0 Protecting the Card, PIN and Verified by Visa Password

- 3.1 The Cardholder must sign the Card immediately on receipt.
- 3.2 The Cardholder must keep the PIN and Verified by Visa Password secret, memorise them and take the greatest possible care to prevent anyone knowing them or using them fraudulently or without the Cardholder's permission. The Cardholder should never write down the PIN or the Verified by Visa Password in a place where the Card is kept or where it can be easily linked to the Card.
- 3.3 Verified by Visa Password will be required to authenticate online (internet) Cardholder Transactions with participating Retailers.
- 3.4 The Cardholder must always protect the Card and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way.
- 3.5 If the Card is lost or stolen or the Cardholder thinks someone knows the PIN, or the Verified by Visa Password the Cardholder must contact us immediately. We can be contacted free of charge via the Freephone number listed on our website www.bankofireland.com
- 3.6 The Cardholder is responsible for the Card and must ensure that it is protected in line with this clause 3.0. If the

Cardholder does not do so, the Cardholder may be liable for any loss suffered as a result.

- 3.7 The Cardholder must ensure that the Bank is immediately informed of any change in the Cardholder's place of business. If this is not done it may not be possible for the Bank to investigate disputed or fraudulent transactions on the Account.

4.0 Payment

- 4.1 Subject to condition 6.1, the Bank may debit the Account with all amounts disbursed by the use of the Card.
- 4.2 The Cardholder is responsible for ensuring the correctness and accuracy of all Cardholder Transactions and the Bank does not accept any responsibility or liability in respect of the same.
- 4.3 The available balance in the Account will generally be reduced immediately by the amount of any Cardholder Transaction. Cardholder Transactions will only appear on the Cardholder's Statement once the Cardholder Transaction has been fully processed and posted to the Account by the Bank. Cardholder Transactions will generally appear immediately on Business online and statements printed in branch.
- 4.4 The Card may only be used within the credit balance and any undrawn facility on the Account at the time of the Cardholder Transaction.
- 4.5 If the Bank receive your payment instruction before the relevant Cut-off time, the Bank will process the payment from the Account on the Banking Day ("D") that it is received (unless the Cardholder has requested that it should be paid on a date in the future). If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process^{4.6} The financial institution where the Payee's account is held controls payment into that account. The Bank is not responsible for that.
- 4.7 A Cardholder Transaction may not be countermanded by a Cardholder for whatever reason and the Bank may debit the amount of any such payment to the Account.

5.0 Retailers

- 5.1 In some cases it may become necessary for a Retailer to obtain specific authorisation from the Bank or its agents to honour the Card for a particular Cardholder Transaction (even though the amount of that transaction is within the

- credit balance and any undrawn facility on the Account). The granting of any such authorisation has the effect of reducing the credit balance and any undrawn facility on the Account.
- 5.2 It will be necessary in all cases for a Retailer to obtain specific authorisation from the Bank or its agents to honour the Card for a particular Cardholder Transaction.
- 5.3 From time to time, as part of the Bank's Fraud Monitoring System, the Bank may issue a "referral" message to a Retailer. In such circumstances, the Retailer is required to contact the Bank to verify the Cardholder. If the Retailer fails to do so and refuses to process the transaction, the Bank shall not be liable for the refusal of the Retailer to accept or honour the Card.
- 5.4 The Bank will not be liable for the refusal of any Retailer to accept or honour the Card. This includes the circumstances set out in condition 5.3 above as well as circumstances where it is not possible to authorise a Cardholder Transaction whether for systems reasons or because no authorisation signal has been received by the Bank, and circumstances where authorisation is not possible because the Card has been damaged.
- 5.5 Where a Retailer becomes liable to make any refund to the Cardholder the Bank will credit the amount to be refunded to the Account only on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer. The Bank will not be responsible for goods and/or services that it does not supply; in relation to such goods and/or services, the Bank will have no dealings with a Retailer on behalf of the Cardholder.
- 5.6 When using the Card to make a payment in a retail outlet the Cardholder may be asked to either insert the Card in a POS Terminal and enter a PIN or hold the Card against a card reader depending on the Card and payment terminal.
- 5.7 Chip & Pin Transactions
- (i) For Cardholder Transactions which require a Card to be inserted into the POS terminal the Cardholder will be generally prompted to input a PIN into the POS terminal.
- 5.8. Contactless transactions
- (i) This clause applies when the Card has been enabled by the Bank to allow you to carry out Contactless transactions.
- (ii) You can use the Card to make purchases for small amounts without using the Chip and Pin.
- (iii) When making a payment using a Contactless Card reader you must place your Card against the reader in the retail outlet. The Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert the Card and enter your PIN.
- (iv) There is a limit on the value of each Contactless transaction set by the Visa Scheme. Details of this limit are available at any branch of Bank of Ireland or at www.bankofireland.com.
- 5.9 Cardholder not present transactions

(i) The Cardholder may carry out a Card Transaction when the Cardholder is not in the presence of a Retailer (for example when you are on the telephone or internet). This is called a Cardholder Not Present Transaction and the Retailer may record the following details:

(1) Card number, Card validation (last three digits on the back of the Card) and Card expiry date.

(2) Name, address and telephone number of the Cardholder

(3) The address to which goods or services should be delivered.

(4) The amount charged, date and time.

5.10. (i) If the Bank authorises a payment for the Cardholder to a Retailer in a Cardholder Not Present Transaction this will immediately reduce the available balance in the Account (including any agreed overdraft if there is one) by the payment amount,

(ii) Some Retailers will apply for a pre authorisation for a payment when the Cardholder gives them the Card number (for example, to hire a car or book a hotel room). The pre authorisation amount will reduce the available balance on the Account as set out in 5.9(i) above.

[Retailers in general](#)

5.11 If a person misuses the information the Cardholder gives in a Cardholder Not Present Transaction (for example any information of the type mentioned in Clause 5.9) we are not liable for any loss you suffer as a result.

5.12 To protect the Cardholder against fraud, the Bank sometimes issue a “referral” message to the Retailer requiring them to verify that it is the Cardholder using the Card. If the Retailer fails to do so and refuses to process the transaction, the Bank is not liable.

6.0 Loss, Theft or other Misuse of your Card

6.1 You must tell us immediately if your Card is lost or stolen, if you suspect your Card has been used without your permission or if your PIN or Verified by Visa Password becomes known to someone else. You must inform us by contacting your branch or by telephoning 1890 706 706 or +353 1 2893737. You may also contact us free of charge via the Freephone number listed on our website www.bankofireland.com. We may ask you to confirm this notification in writing within seven days (or 21 days if you are abroad). You must not use the Card again.

6.2 You must tell us about any transaction that you did not authorise, or any transaction that was not done correctly, as soon as possible but no later than thirteen months after the date of the transaction. You can notify us free of charge via the Freephone number listed on our website www.bankofireland.com. If an unauthorised payment is made from your Account, we will, subject to 6.3 & 6.4 below, refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is

later determined that no refund should have been paid we will be entitled to recover it from your account without further reference to you.

- 6.3 Where any unauthorised Cardholder Transactions have resulted from the loss, theft or misappropriation of the Card or PIN or Verified by Visa PIN, and the Customer is not a Microenterprise, the Customer will be fully liable for any such unauthorised Cardholder Transactions which occurred before such loss, theft or misappropriation was reported to the Bank. If you use your Card as a Microenterprise, you are liable for only €50 in unauthorised transactions carried out on your Account before you reported the issue, unless the loss, theft or misappropriation of the card was not detectable to you, then you will have no liability for any unauthorised transactions except where you have acted fraudulently.
- 6.4 Notwithstanding 6.3 above, where any such unauthorised Cardholder Transactions arise as a result of any fraud or gross negligence on the part of the Cardholder, the Cardholder shall be liable for the full amount of such unauthorised Cardholder Transactions.
- 6.5 Other than in the case of any fraud or gross negligence on the part of the Cardholder, the Cardholder shall not be liable for any transactions carried out after the Cardholder has notified the Bank of the loss, theft or misappropriation of the Card or PIN or Verified by Visa PIN.
- 6.6 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you and/or the relevant cardholder via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and/or any card issued on the Account and will advise you and/or the relevant cardholder of the block and how it may be removed.

7.0 Fees & Charges

- 7.1 The Bank will charge to your Account any fees, charges and Government Duty that apply to the Card. Full details of fees and charges are set out in the Schedule of fees & charges for business customers and the Schedule of International Banking Charges. Copies of these are available from branches or on the Bank website: www.bankofireland.com.
- 7.2 The Bank may change fees and charges by giving the Customer and the Cardholder notice and the Bank will notify you in a way allowed by law or banking regulations (See Clause 10.).
- 7.3 If the Cardholder carries out a non-euro Card transaction on the Card, it is converted into euro at an exchange rate set by the Bank (in the case of some ATM cash transactions) or as determined by the Visa Scheme on the Banking Day the Bank takes it from the Account.
- (i) A cross border handling fee is payable for non-euro purchases and ATM transactions. However the Bank do not apply a cross border handling fee at Bank ATMs for non euro

cash withdrawals.

(ii) The cross border handling fee is distinct from commission the Bank may charge as set out in 7.4.

7.4 At some Bank ATMs the Bank allows the Cardholder to withdraw non euro currency. The Bank may charge commission on non euro transactions carried out at Bank ATMs. The Bank do not charge commission:

(a) when Sterling is withdrawn from Bank ATMs in Northern Ireland; or

(b) when Sterling is withdrawn from our Bank ATMs in UK Post Office Locations

Full details are set out in the Schedule of fees and charges for Business customers and Schedule of International Banking Charges.

8.0 Partnership Account(s)

8.1 Where a Card is issued in respect of an Account maintained by two or more persons then each such person shall be jointly and severally liable for any indebtedness created or extended by the use of the Card and shall so remain liable notwithstanding any cancellation of the Card or determination of the mandate for the operation of such Account.

9.0 Termination, Cancellation, Blocking or Failure of the Card

9.1 The Cardholder may terminate this Agreement at any time on notice to the Bank.

9.2 The Bank may terminate this Agreement at any time on two months notice to the Cardholder.

9.3 In addition to the general right to terminate as set out above, and without any liability to the Cardholder, the Bank may terminate this Agreement or, at the discretion of the Bank, may immediately block the use or operation of the Card in circumstances where;

(a) the Bank is made aware of the death, bankruptcy or other act of insolvency of the Cardholder (under Irish or other law) or where the cardholder seeks legal protection from creditors or enters a composition or settlement agreement with creditors whether under a statutory scheme or otherwise

(b) the Cardholder has failed security checks in a manner that the Bank deems unacceptable

(c) there is a reasonable suspicion of unauthorised or fraudulent activity on the Card; or

(d) there has been a breach of these terms and conditions by the Cardholder. Where the Card is closed or blocked, the Cardholder will be notified and, where the Card is blocked, the Cardholder will be advised as to how the block may be removed

(e) The Account is overdrawn without an agreed overdraft permission or is operating in excess of an agreed overdraft permission

- 9.4 The Bank will not be liable for any delay or failure in performing any of its obligations in respect of the use of the Card where such delay or failure arises directly or indirectly from an Act of God, civil disturbance, industrial dispute or any circumstances beyond the Bank's control.
- 9.5 The Bank shall not be obliged to provide ATM facilities at all times or during any particular hours and may withdraw or terminate such facilities. The Bank shall not be liable for any delays, interruptions, errors or failures in the provision of the ATM services or any of them not within the reasonable control of the Bank, including force majeure, those caused by failure or fluctuation of electrical power, industrial action, industrial disputes, breakdown or other malfunctions of technical equipment including software; additionally the Bank shall not be liable in any respect for any loss or damage arising from the non-availability, non-functioning, failure or malfunctioning of an ATM, the ATM services or any of them or otherwise in connection therewith.

10.0 Amendment of Terms & Conditions

- 10.1 The Bank reserves the right at all times to introduce new Terms and Conditions and to vary or amend the existing Terms and Conditions by giving notice thereof to the Cardholder by whatever means allowed by law or regulation the Bank, in its discretion deems appropriate.
- 10.2. If the Bank changes or adds to these terms and conditions and the Cardholder is not happy with the changes, the Cardholder may return the Card to the Bank and these terms and conditions will be at an end but first the Cardholder must pay the Bank charges or Government Duty that may be due on the Card.
- 10.3. If the Cardholder does not return the Card to the Bank, the Cardholder is deemed to accept the changes on their effective date.

11.0 Identification

- 11.1 To ensure compliance with obligations under law and regulations concerning the prevention of money laundering and terrorist financing and to comply with taxation requirements, the Cardholder may be required to produce to the Bank satisfactory evidence as to the Cardholder's identity, current permanent address, the source of the funds lodged or proposed to be lodged to the Account.

12.0 Waiver

- 12.1 No time or indulgence which the Bank may extend to the Cardholder, nor any waiver by the Bank of any breach of any term or condition of these Terms and Conditions of Use, shall affect the Bank's rights and powers hereunder.

13.0 Reading this Document

- 13.1 Each of these terms and conditions is separate from the others. If any term or condition is illegal or cannot be enforced now or in future, the rest of the terms and conditions will remain in full force and effect.
- 13.2 In these terms and conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of these terms and conditions is never limited by these examples.
- 13.3 The index and headings used in these terms and conditions are there to assist you and do not form part of the legal agreement between you and us.
- 13.4 A reference to a “person” includes a human being, corporation, partnership or organisation.
- 13.5 A reference in the singular includes a reference to the plural and vice versa, where this makes sense (for example, “person” can mean “persons”, and “persons” can mean “a person”).
- 13.6 The English language is and will be used for the purpose of interpreting these Terms and Conditions and for all communication in connection with a Card.

14.0 Disputes or Unauthorised Transactions

- 14.1 In the case of a dispute between a Cardholder and the Bank regarding a Cardholder Transaction, the books and records kept by or on behalf of the Bank (whether 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 the Bank in connection with any matter or dealing relating to the Card. In respect of any Cardholder Transaction, use of the PIN or Verified by Visa PIN, in conjunction with the Card, shall be taken as conclusive evidence that the relevant Cardholder Transaction was carried out by the Cardholder.
- 14.2 In the event of any disputed Cardholder Transactions, it shall be the responsibility of the Cardholder to demonstrate to the satisfaction of the Bank that any such disputed transaction was actually unauthorised or incorrectly executed.

15.0 Making a Complaint

- 15.1 The Bank is committed to providing excellent customer service at all times. If the Customer or the Cardholder wishes to make a complaint they should raise the complaint at Bank branch either in person or over the phone to the customer Service Manager (or any member of staff) or in writing to the Customer Service Manager. Alternatively, the Customer or Cardholder may make the complaint to the Bank’s Customer Care Unit by phoning 1850 753 357 on a Banking day between 9.00am and 5.00pm (+353 1 661 5933 if calling from abroad) or by writing to Group Customer Complaints,

Bank of Ireland, New Century House, I.F.S.C, Lower Mayor Street, Dublin 1, D01 K8N7.

If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email.

- 15.2 If the Customer or the Cardholder is not satisfied with how the Bank has dealt with the complaint, it may be taken to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90, Telephone: +353 1 6620899, Fax: +353 1 6620890, e-mail: enquiries@financialombudsman.ie, website: www.financialombudsman.ie

16.0 Jurisdiction

- 16.1 These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection herewith.

