

Business



Business Debit

Terms & Conditions

Effective from 25 October 2021



**Bank of
Ireland**

Terms and Conditions - Business Debit Card

1.0 Definitions

- 1.1 **“Account”** means the business current account in respect of which the Card is issued.
- 1.2 **“Additional Cardholder”** means each Cardholder who is not the Authorised User
- 1.3 **“Authorisation to Debit”** (ATD) means in relation to certain Cardholder Not Present Transactions the provision of the following details which are to be recorded by the Retailer for each transaction:
- (a) 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
- 1.4 **“Authorised User”** means the person nominated by the Customer to manage the Account (including any Cards on the Account) using 365 Online and who has an active registered 365 Online profile which allows the Authorised User to access and give instructions in relation to the Account on behalf of the Customer;
- 1.5 **“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.
- 1.6 **“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.
- 1.7 **“Card”** or **“Debit Card”** means the Debit Card, which at the request of a Customer we have provided to you to allow you to make payment transactions on the Customer’s Account. Where relevant, Card or Debit Card also includes a digital or electronic version of a Card which may be registered in a Digital Wallet on a supported computer or device.
- 1.8 **“Cardholder”** means the person to whom the Card is issued and named at the request of the Customer and includes Additional Cardholders.
- 1.9 **“Cardholder Transaction”** means Business Debit Transactions conducted by the Cardholder at an ATM, a POS terminal or a Cardholder Not Present Transaction and a Contactless transaction.

- 1.10 **“Cardholder Not Present Transaction”** means a Cardholder Transaction carried out by a Cardholder (and/or an Authorised User) who is not present in a Retailer’s outlet and provides Authorisation to Debit by mail, phone, internet, fax or telex.
- 1.11 **“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 Business Debit, obtain cash subject to the limit set out in condition 2.10.
- 1.12 **“Chip”** means an integrated circuit embedded in the Card.
- 1.13 **“Contactless”** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card (or a device on which you have registered a Digital Card) is held close to the Card reader rather than inserted into POS terminal.
- 1.14 **“Customer”** means the Company, Partnership or Sole Proprietor of a business in whose name the Account is maintained.
- 1.15 **“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.
- 1.16 **“Digital Card”** or **“Digital Debit Card”** means a digital or electronic version of a Card or Debit Card which may be registered in a Digital Wallet on a compatible computer or device.
- 1.17 **“Digital Banking”**
- (a) means our present and future online banking services which can be accessed through 365 Online, Business Online Services, Bank of Ireland Mobile Banking, and services available on bankofireland.com; and
 - (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking, Business Online Services and/or bankofireland.com where that makes sense.
- 1.18 **“Digital Security Key”** means a device (such as a smartphone or tablet) which has been paired with a Digital Banking profile of an Authorised User.
- 1.19 **“Digital Wallet”** means an electronic payment service that allows you to store a digital version of your Card on a computer or device and make payments using that Digital Card. Digital Wallets may be operated by third party Digital Wallet providers and are available on supported devices.
- 1.20 **“Ireland”** means the Republic of Ireland.
- 1.21 **“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.
- 1.22 **“Payee”** means a person who receives a payment.
- 1.23 **“Payer”** means a person who makes a payment.
- 1.24 **“Physical Security Key”** means a small hand held physical device that can generate security codes for use in Digital Banking and be used as a Security Credential.

- 1.25 **"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.
- 1.26 **"POS terminal"** means a terminal which is capable of accepting, storing and transmitting Cardholder Transactions.
- 1.27 **"Retailer"** means a supplier of
(a) goods and/or services; or
(b) goods and/or services and Cash-back.
- 1.28 **"Statement"** means a record of Account transactions, issued periodically by the Bank to the Cardholder and/or the Customer which may be paper or electronic (eStatement).
- 1.29 **"3D Secure"** means a system used as an added layer of security for Debit Card transactions. Examples include, Visa Secure and Mastercard® SecureCode™. For more information about our 3D Secure service, please see our Frequently Asked Questions at bankofireland.com.
- 1.30 **"3D Secure Passcode"** means your one time Passcode sent to your mobile phone by text message (SMS) or generated by you using a Physical Security Key for use on 3D Secure which you may need to complete a purchase using your Card.
- 1.31 **"Security Credentials"** means the personalised security features we require you to use now or in the future to
(a) access your Account through our online, phone and mobile banking channels and
(b) to authorise transactions on your Account (including using your Card). Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode (such as 3D Secure Passcode), security number or code (for example, those generated by a physical or digital security key), a response to push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.
- 1.32 **"Third Party Providers" (or "TPPs")** – means a third party provider who is authorised by a relevant regulatory authority to provide certain services to customers such as accessing information and making payments from accounts which are accessible online.
- 1.33 **"Visa Scheme"** means the payment system operated by Visa Europe Services Inc. which is a wholly owned subsidiary of Visa Europe Limited.
- 1.34 **"You"** and **"yours"** means the Cardholder or the Authorised User, or the Customer where applicable and includes you acting on your own and through any third party authorised to act on your behalf, such as a TPP.

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. Where you use a Digital Debit Card, our terms and conditions for Digital Wallets will also apply.
- 2.2 The Card shall be for the sole use of the Cardholder 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 In order to use a Card it must be activated. You can do this by following the instructions we give you from time to time. Your Card belongs to us. The use (including activation) of the Card is your acceptance of these Debit Card terms and conditions.
- 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 the Account in our branches that provide cash services.
- 2.5 The Bank may refuse to act on any instruction received in respect of any ATM services without liability to you 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 Subject to your 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.
- 2.7 Subject to the limits set out in condition 2.0 the Bank guarantees payment made by the Cardholder with the Card within Ireland (i.e. using Business Debit) where:
- (a) The Card is presented by the Cardholder to the Retailer and the Cardholder Transaction is effected through a POS terminal.
 - (b) The Business Debit Transaction is a Cardholder Not Present Transaction; if
 - (i) The Card has not been deliberately altered or defaced in any way.
 - (ii) The Cardholder Transaction is completed before the expiry date of the Card.

- (iii) There are sufficient cleared funds in the Account to meet the payment.
 - (iv) You have not broken any of these terms and conditions, any of the terms and conditions of your Account and where you use a Digital Card, you have not broken any of our terms and conditions for Digital Wallets or any terms and conditions of a Digital Wallet provider; and
 - (v) The Cardholder or the Authorised User provides the correct PIN or other Security Credentials where required.
- 2.8 If the Cardholder provides 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 you in respect of all reasonable costs incurred in recovering the funds on your behalf.
- 2.9 If the Cardholder has not used the Card in the last 12 months, the Bank may not automatically reissue a Card.
- 2.10 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.
- 2.11 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.
- 2.12 Once you receive a replacement or new Card from us, we will send the new Card details to Visa. If you have set up a recurring Card payment Visa may send your new Card details to the relevant merchants so that those Card payments can continue. We are not liable if Visa or a merchant fails to update your new Card details. If you wish to opt out of this service, please contact us.
- 2.13 We may allow you to submit certain servicing requests digitally through our website or Digital Banking. You may need to use your Security Credentials to complete these requests.
- 2.14 In certain circumstances, Cards may be issued with limited functionality. We will tell you in advance if you have such a Card or where you already have a Card, we will write to you to explain any restrictions that will apply to the use of your Card in the future.

3.0 Protecting the Card, PIN and other Security Credentials

- 3.1 The Cardholder must always protect the Card (or a device on which you have registered a Digital Card) and take the greatest possible care to ensure it is not lost, stolen or used in an unauthorised way. The Cardholder is responsible for the Card and you are responsible for your Security Credentials and must ensure that they are protected in line with this clause. Where we allow you to store a Digital Card in a Digital Wallet, you must

protect the Digital Card and Digital Wallet or any computer or device on which they are stored in the same way as you would a physical Card. If the Cardholder does not do so, you may be liable for any loss suffered as a result.

- 3.2 The Cardholder must sign the Card immediately on receipt.
- 3.3 The Cardholder must memorise the PIN and must keep the PIN and any other Security Credential secret, 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 in a place where the Card is kept or where it can be easily linked to the Card.
- 3.4 If you use the 3D Secure service or provide the correct Security Credentials you agree that we can conclude that the transaction was made by you.
- 3.5 If the Card (or a device on which you have registered a Digital Card) is lost or stolen or a Cardholder thinks someone knows the PIN, or other Security Credentials, you must contact us immediately. We can be contacted free of charge via the Freephone number listed on our website bankofireland.com
- 3.6 You must ensure that the Bank is immediately informed of any change in your 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 6.0, 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 or eStatement 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.
- 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 receives 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 cross-border 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 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 all Cardholder Transactions (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 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.
- 5.3 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 5.2 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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. Where a Digital Card is used to make a Contactless transaction you may be required to provide your Security Credentials to approve that payment.
- (iv) There is a limit on the value of each Contactless transaction set by the Visa Scheme. Details of this limit are available at bankofireland.com.

5.8 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.
- (ii) You may be required to provide Security Credentials (such as a 3D Secure Passcode or security code from a Physical Security Key or a response to a push notification if you have a Digital Security Key) in order to complete an online transaction.

You may not be able to use your Card for online Cardholder Transactions if the Retailer does not support the use of Security Credentials for Card payments. In addition, we may not be able to process such transactions where the Retailer does not support the required payment security technology or standards. You may not be able to use your Card for online Cardholder Transactions unless your Account linked to your Card is registered for Digital Banking

Retailers in general

- 5.9 (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.
- 5.10 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 5.8) we are not liable for any loss you suffer as a result.

Accounts with multiple Cards

- 5.11 Where a Customer has asked us to provide more than one Card on an Account to one or more Additional Cardholders and we have agreed to do so, there will be certain restrictions on the use of those Cards for online Cardholder Transactions. Those restrictions are as follows:
- (i) Typically there can only be one Authorised User for each Account; and
 - (ii) Other than in the circumstances set out in 5.13 below, where an Additional Cardholder carries out an online Cardholder Transaction and it is an online Cardholder Transaction where we require Security Credentials, the Authorised User (and not the Additional Cardholder) will be required to apply their Security Credentials to complete the transaction;
- 5.12 Any transaction completed in line with Clause 5.11 will be deemed authorised by the Customer;
- 5.13 Where an Additional Cardholder carries out an online Cardholder Transaction using the Digital Card registered to their Digital Wallet that Additional Cardholder will need to provide the Security Credentials registered with their Digital Wallet to complete that transaction.
- 5.14 In the event that any of the above clauses (5.11-5.13) are not consistent with the terms and conditions applicable to Digital Banking or business current accounts then these Terms and Conditions will take priority.

6.0 Loss, Theft or other Misuse of your Card

- 6.1 You must tell us immediately if your Card (or a device on which you have registered a Digital Card) is lost or stolen, if you suspect your Card has been used without your permission or if your PIN, 3D Secure Passcode or other Security Credentials becomes known or is in possession of someone else. You must inform us by calling us free of charge via the Freephone number listed on our website 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 bankofireland.com. If an unauthorised payment is made from the Account, we will, subject to 6.3 & 6.4 below, refund the 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 the 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 a device on which you have registered a Digital Card), or PIN, 3D Secure Passcode or other Security Credentials 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 the Account before you reported the issue, unless the loss, theft or misappropriation of the Card (or a device on which you have registered a Digital 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 your part, you 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 your part, you shall not be liable for any transactions carried out after you have notified the Bank of the loss, theft or misappropriation of the Card PIN, 3D Secure Passcode or other Security Credentials.
- 6.6 In the event we suspect or detect any fraud or unauthorised activity on the Account, we may advise you via phone call, SMS message or email as appropriate. If we deem it necessary we may block the Account and/or any Card issued on the Account and will advise you of the block and how it may be removed.

7.0 Fees & Charges

- 7.1 The Bank will charge to the 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 on the Bank website: bankofireland.com.
- 7.2 The Bank may change fees and charges by giving you 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.
- (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 our 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 does 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.

- 7.5 If you use your Card to make a non- euro cash withdrawal or make a non- euro payment in a country in the European Economic Area you agree that we are not required to send an electronic message setting out the currency conversion charges for that transaction.

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 You 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 you.
- 9.3 In addition to the general right to terminate as set out above, and without any liability to you, 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 your death, bankruptcy or other act of insolvency (under Irish or other law) or where you seek legal protection from creditors or enter a composition or settlement agreement with creditors whether under a statutory scheme or otherwise
 - (b) you have 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 you. Where the Card is closed or blocked, you will be notified and, where the Card is blocked, you 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 you 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 you are 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 you 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, you are deemed to accept the changes on their effective date.
- 10.4 We may not always provide you terms and conditions with each Card which is a renewal or a replacement. We will send you terms and conditions with the first Card we issue on the account. The most up to date version of the terms and conditions that apply to your Card can also always be found on the Banks website bankofireland.com.
- 10.5 The Customer is responsible for ensuring that any Authorised User is provided with a copy of these terms and conditions and with copies of any amendments to them.

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 you, 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 you 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 3D Secure Passcode or other Security Credentials, 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 the provisions of the Account terms and conditions which apply to disputed and unauthorised transactions shall apply to those disputed Cardholder Transactions.

15.0 Making a Complaint

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



**Bank of
Ireland**

Bank of Ireland is regulated by the Central Bank of Ireland.

37-1103R.7 (10/21)