

# Bank of Ireland

## ATM Card and Laser Card

### Terms & Conditions of Use

#### 1.0 Definitions

- 1.1 "Cardholder" means the person to whom the card is issued and named.
- 1.2 "the Account" means the account in respect of which the Card is issued.
- 1.3 "Bank" means The Governor and Company of the Bank of Ireland having its Head Office at Lower Baggot Street, Dublin 2, Ireland, and its successors, assigns and transferees.
- 1.4 "Ireland" means the Republic of Ireland.
- 1.5 "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.
- 1.6 "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 "Cardholder Not Present Transaction" means a Laser 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. Cardholder Not Present Transactions cannot be carried out using Maestro.
- 1.8 "Authorisation to Debit" (ATD) means that in Cardholder Not Present Transactions the following details are to be recorded by the Retailer for each transaction:
  - (a) Laser PAN 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
- 1.9 "Cashback" 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 Laser, obtain cash subject to the limit set out in condition 2.13.
- 1.10 "Laser" means an electronic point of sale service operating within Ireland which enables Cardholders to pay for goods and/or services or Cashback under the terms of the guarantee set out in condition 2.12.
- 1.11 "Laser Transaction" means an electronic payment using Laser (including payment for Cashback) by a Cardholder to a Retailer made in connection with and at the time of the purchase of goods and/or services.
- 1.12 "Cirrus" means the Cirrus System which is a wholly owned subsidiary of MasterCard International. Cardholders whose card carries the Cirrus brand can access cash at ATMs worldwide wherever the Cirrus logo is displayed.
- 1.13 "Maestro" means MasterCard International's global online debit program supporting a range of payment solutions enabling cardholders to access funds on their accounts by obtaining cash in bank branches, at ATMs or making purchases at the point of sale. Cashback is available using Maestro.
- 1.14 "Maestro Transaction" means an electronic payment using Maestro by a Cardholder to a Retailer made in connection with, and at the time of, the purchase of goods and/or services.
- 1.15 "POS terminal" means a terminal which is capable of accepting, storing and transmitting Laser Transactions or Maestro Transactions.
- 1.16 "Retailer" means a supplier of (a) goods and/or services; or (b) goods and/or services and Cashback.
- 1.17 "Statement" means a record of Account transactions, issued periodically by the Bank to the Cardholder.
- 1.18 "Cardholder Transaction" means Maestro, Laser, Cirrus, in-branch use of card or ATM Transaction.

- 1.19 “Consumer” means a natural person who, in using the Card, is acting for purposes other than his trade, business or profession.
- 1.20 “PSR” means the European Communities (Payment Services) Regulations 2009 and PSR regulated payments means any payments where the payment service providers of both the payer and payee are located within the EEA and where such payments are made in euro or any other EEA currency.

## **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 person named thereon (“the Cardholder”).
- 2.3 The Card may be used in conjunction with the PIN at the counter in any Bank of Ireland branch that provides cash services and in an ATM displaying the appropriate Card symbol to avail of certain services of such machine.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 Where any transaction is effected by the Bank in accordance with the Cardholders instructions, and any unique identifier (e.g. Sort code, Account Number, BIC or IBAN) as supplied by the Cardholder, but where instructions or unique identifier supplied is incorrect the Bank shall have no liability to the Cardholder in respect of such transaction. The Bank will however 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 Subject to the limits set out in condition 2.13 the Bank guarantees payment made by the Cardholder with the Card within Ireland (i.e. using Laser) if:
- (a) The Card is presented by the Cardholder to the Retailer and the Laser Transaction is effected through a POS terminal and the correct PIN is entered into the terminal; or the Laser Transaction is a Cardholder Not Present Transaction; and
  - (b) The Card has not been deliberately altered or defaced in any way; and,
  - (c) The Laser Transaction is completed before the expiry date of the Card.
  - (d) There are sufficient funds in the Account to meet the payment.
- 2.13 In accordance with the provisions of condition 2.12, the Bank guarantees payment not exceeding €1,500 per Laser Transaction, provided always that the amount of any cash advanced under Cashback as part of a Laser Transaction shall not exceed €100.
- 2.14 Subject to the limits set out in condition 2.15, the Bank guarantees payment made by the Cardholder with the Payment Card outside Ireland (i.e. using Maestro) if:
- (a) The Card is presented by the Cardholder to the Retailer, the Maestro Transaction is effected through a POS terminal and the correct PIN is entered into the terminal.
  - (b) The Card has not been deliberately altered or defaced in any way; and
  - (c) The Maestro Transaction is completed before the expiry date of the Card.
  - (d) There are sufficient funds in the Account to meet the payment.
- 2.15 In accordance with the provisions of condition 2.14, the Bank guarantees payment not exceeding €1,500 per Maestro Transaction provided always however that the maximum value of Maestro Transactions in any one 24 hour period (from 00.00 to 23.59 GMT) is €1,500.
- 2.16 Any amount charged to the Account arising from the use of the Card to effect a Maestro Transaction in a currency other than euro will be converted into euro at the exchange rate determined by the Bank on the date such transaction is debited to the Account. Maestro Transactions undertaken in euro in the EU and certain non-EU countries (as set out in the Fees and Charges brochure) to which the relevant EU regulations apply will be charged at the same rates as Laser Transactions undertaken in Ireland. All other Maestro Transactions will attract a cross border handling fee.

### **3.0 The Cardholder**

- 3.1 The Cardholder shall sign the Card immediately on receipt.
- 3.2 The Cardholder must keep secret the PIN, must not record the PIN in a form that would be intelligible or otherwise accessible to a third party if access is gained to such a record, and must not record the PIN on any item which the Cardholder usually keeps or carries with the card.
- 3.3 The Cardholder shall take all reasonable care and precaution in the custody of the Card and ensure that the Card is not lost, mislaid, stolen or used in an unauthorised or irregular manner.
- 3.4 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.

### **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 payment instructions and the Bank does not accept any responsibility or liability in respect of the same.
- 4.3 The available balance in the Cardholder's 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 Bank of Ireland 365 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 Cirrus transaction.
- 4.5 Prior to January 1, 2012, the Cardholder must allow three Banking Days for a third party payment to reach the beneficiary bank from the date of receipt of instructions by an ATM Bill Payment given by use of an ATM. With effect from January 1, 2012, all such instructions will be processed so that the payment will reach the beneficiary bank the next Banking Day. The above referenced transaction processing times apply only to PSR regulated payments and any non-PSR regulated payments may take longer to process.
- 4.6 Mobile phone top-up instructions received by the Bank by use of an ATM will be forwarded by the Bank to the mobile phone network provider within 30 minutes of receipt of such instructions by the Bank. When a top-up instruction is forwarded to the mobile phone network provider, it is the responsibility of the service provider and not the Bank, to ensure that the mobile phone account nominated is credited.
- 4.7 Payment using Laser or Maestro may not be countermanded by a Cardholder for whatever reason and the Bank may debit the amount of any such payment to the Account.
- 4.8 The Card may only be used within the credit balance and any undrawn facility on the Account at the time of the Laser or Maestro Transaction.

## **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 Laser 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 Maestro 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, whether in respect of a Laser Transaction or a Maestro Transaction. This includes the circumstances set out in condition 5.3 above as well as circumstances where it is not possible to authorise a Laser Transaction or a Maestro 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.

## **6.0 Loss, Theft or Other Misuse**

- 6.1 The Cardholder shall without undue delay notify the Bank branch issuing the Card or telephone 1850 333 333 (or +353 1 289 37 37 from abroad) if the Card is lost, mislaid or

- stolen or used in an unauthorised or irregular manner. If such notification is given orally, it must, if requested, be confirmed in writing to the Bank within 7 days (or 21 days from abroad) from the date of oral notification. If notification is received orally, it shall be treated as taking effect from the time of oral notification. Once notification is given in accordance with this condition, the Card must not be used subsequently by the Cardholder.
- 6.2 Where any unauthorised transactions have resulted from the loss, theft or misappropriation of the Card or PIN and where such loss, theft or misappropriation was reported to the issuer of the Card without undue delay the Cardholder will be liable for such unauthorised transactions up to a maximum of €75 where the Cardholder is a Consumer. Where the Cardholder is not a Consumer, the Cardholder will be fully liable for any such unauthorised transactions. Notwithstanding the above provisions, where any such unauthorised 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 transactions.
- 6.3 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, mislaying or theft of the Card or its unauthorised or irregular use.

## **7.0 Fees & Charges**

- 7.1 The Bank will charge to the Account the amount of any fees and charges, together with the amounts of any Government Duty, payable in respect of the Card and associated transactions. Full details of fees and charges (if any) applicable are available at any branch of the Bank. Government duty will be debited to the Account on such date or dates as the Bank may decide.
- 7.2 The Bank reserves the right at all times to vary any and all applicable fees and charges, by giving notice thereof to the Cardholder by whatever means the Bank, in its discretion deems appropriate, save where the variation is to the benefit of the Cardholder in which circumstances the Bank may implement such variation with immediate effect and notify the Cardholder thereafter.
- 7.3 Any amount charged to the Account arising from the use of the Card in an ATM to withdraw currency other than euro, will be converted into euro, at the exchange rate determined by the Bank on the date such transaction is debited to the Account. The amount charged to the Cardholder in respect of non-euro ATM transactions, other than 365 Cash in Northern Ireland or any Cirrus transaction, may include a commission. Cirrus ATM transactions undertaken in euro in the EU and certain non-EU countries to which the relevant EU regulations apply will be charged at the same rates as applied to ATM transactions undertaken in Ireland. All other Cirrus ATM transactions will attract a cross border handling fee.
- 7.4 Full details of all fees and charges can be found in our Schedule of Fees and Charges for Personal Customers (available online at [www.bankofireland.ie](http://www.bankofireland.ie) or from any Bank of Ireland branch) and Schedule of International Banking Charges (available at any Bank of Ireland branch).

## **8.0 Joint 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;
  - (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 so 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.
- 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 nonavailability, 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 the Bank, in its discretion deems appropriate, in which circumstances the Cardholder shall be free to dissolve this contract with the Bank and if so doing shall forthwith discharge all and any outstanding liabilities to the Bank in respect of the Account. In the absence of any prior notice to the contrary, the Cardholder will be deemed to have accepted such revised Terms and Conditions with effect from their notified effective date.

#### **11.0 Identification**

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

#### **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 Disputes or Unauthorised Transactions**

- 13.1 In the case of a dispute between a Cardholder and the Bank regarding a Card 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 transaction, use of the PIN, in conjunction with the Card, shall be taken as conclusive evidence that the relevant transaction was carried out by the Cardholder.

#### **14.0 Making a Complaint**

- 14.1 The Bank is committed to providing excellent customer service at all times. If the Accountholder wishes to make a complaint the following steps will apply:
- (a) Raise the complaint at the 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 Accountholder may make the complaint to the Bank's Customer Care Unit by phoning 1850 753 357 on a Banking Day between 9.00 am and 5.00 pm (+353 1 661 5933 if calling from abroad) or by writing to Customer Care Unit, Bank of Ireland, Head Office, Lower Baggot St, Dublin 2.
  - (b) If the complaint has not been resolved within 5 Banking Days, the Bank will acknowledge receipt of your complaint in writing. If the complaint has not been resolved within 20 Banking Days the Bank will provide the Accountholder with a written update. If, after a further 20 Banking Days the Bank has still not resolved the complaint, the Bank will write again to explain the delay and will provide an indication of when a conclusion is expected.
  - (c) When the Bank has completed its investigation into the complaint, it will provide the details of the outcome to the Accountholder in writing.
  - (d) If the Accountholder 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](mailto:enquiries@financialombudsman.ie), website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

#### **15.0 Jurisdiction**

- 15.1 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.

#### *ADDITIONAL CHEQUE CARD GUARANTEE FACILITY*

If your card has a cheque guarantee facility the following conditions also apply:

#### **16.0 Cheque Guarantee**

- 16.1 The Bank guarantees payment of one cheque only, drawn by the Cardholder, not exceeding €130 (one hundred and thirty euros) in any single transaction within Ireland if:
- (a) The Card has not been deliberately altered or defaced in any way;
  - (b) The cheque is signed in the presence of the payee, the signature corresponds with that on the reverse of the Card and the signature is that of the Bank customer named on the Card;
  - (c) The cheque is drawn on a Bank cheque form bearing the code number shown on the Card and completed by the Cardholder before the expiry date of the Card;
  - (d) The number of the Card is written on the back of the cheque by the payee.
- 16.2 Payment of any cheque purportedly issued against the guarantee may not be countermanded by a Cardholder for whatever reason and the Bank may debit any such cheque bearing the Cardholder's Combo Card Serial Number to the Account.
- 16.3 The Card shall not be used to support any cheque which would have the effect of creating an unauthorised overdraft on the Account.