

# Terms & Conditions

28th July 2014

## Terms & Conditions

- Current Accounts
- OPEN24 Service
- Savings and Investments

At **permanent tsb** our vision is to offer real value, excellent customer service and product options that are second to none. By understanding and responding to your needs, we will help you to get the best return from your finances.

Rest assured that you are now in the hands of a bank committed to the highest standard of excellence and personal service.

**permanent tsb** p.l.c. is regulated by the Central Bank of Ireland.

If you have encountered a problem with any product, service or facility provided by **permanent tsb**, please let us know. We want to put it right as quickly as we can. Simply contact your **permanent tsb** branch or the area concerned or Write to our Customer Relations Department

at:

Customer Relations Department,

**permanent tsb**,

Churchyard Lane,

Douglas,

Cork.

All information contained within this booklet is correct at 28th July 2014 but may change.

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# DISTANCE MARKETING INFORMATION FOR CURRENT ACCOUNTS

Note: This information document applies to you if you have dealt with us at a distance e.g. phone, internet, post. In other words where there is no face to face contact between you and us.

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time). It should be read in conjunction with the terms and conditions applicable to your account as they contain important additional information about who we are, the types of financial services that we offer, our charges and how to make a complaint.

## TAXES AND ADDITIONAL COSTS

1. Government Stamp Duty will be charged to your account for each cheque book issued to you (currently €20 per cheque book of 40 cheques). A government charge of €2.50 per annum per card for the ATM Facility and €2.50 per annum per card for the Debit Card Facility will be charged to your account for each Card issued on your Account.

2. There may be additional costs or taxes payable by you which are not paid by us or imposed by us.

Your right to cancel the personal current account contract under the regulations

3. If you open an account with us you may cancel that contract in accordance with the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 within 14 days of the date on which we advise you that we have opened your account.

4. To cancel, you should send an email to us at [dmdunit@permanentstb.ie](mailto:dmdunit@permanentstb.ie) or write or deliver a letter to us addressed to the DMD Unit, **permanent tsb**, 56/59 St. Stephen's Green, Dublin 2.

5. If you exercise that right you must, within 30 days of cancellation, repay any sums outstanding on your account together with interest to the date of repayment and return any cheque books or cards which may have been issued to you.

6. We will pay to you any credit balance on the account on receipt of notice of cancellation in the manner provided at 4. above.

7. If you do not exercise this right to cancel you will remain bound by the terms and conditions for the account but you will continue to have the right to terminate the account with us as outlined in the next paragraph.

Other rights to terminate the personal current account contract

8. You may at any time terminate the account contract by notifying the branch at which you keep your account and by paying the balance outstanding on your account.

9. If you fail to adhere to the terms of the account contract we may terminate the contract by giving you at least 2 months notice in writing.

## GOVERNING LAW

16. All our dealings with you, and all contracts between us, will be governed by the laws of Ireland.

# **TERMS AND CONDITIONS**

# HOW TO OPERATE AND SECURE YOUR ACCOUNT

## Access to your Account

You may access your account in the following ways

- By visiting your branch
- By using ATM services within Ireland (maximum withdrawal is €700 per day). Through ATMs outside of Ireland displaying the Visa logo (for Current Accounts)
- By contacting our OPEN24 Service at 1890 500 121 (registration required)
- By visiting our website [www.OPEN24.ie](http://www.OPEN24.ie) (registration required)
- By writing a cheque on the account where a chequebook facility is available
- By visiting our mobile optimised website [m.OPEN24.ie](http://m.OPEN24.ie) or downloading mobile app

- where applicable, include details of the new rates applied to the account during the period covered by the statement;
- be issued to your last known postal address;
- where tax is deducted from credit interest paid, inform you how you may obtain a certificate detailing the tax paid.

## TRANSACTION DETAILS

Your statement will specifically identify each individual transaction. Check your account statement regularly. If you have any queries or require clarification, raise these promptly with the branch where you have your account.

For Savings and Investment Accounts you can request a certificate of balance by visiting your branch or by contacting our OPEN24 Service at 1800 500 121.

	Transactions	Balance Enquiry	Account Maintenance	Bill Pay <sup>3</sup>	Standing Orders Maintenance <sup>4</sup>	Direct Debit Cancellations <sup>4</sup>
Branch	All	Yes	Yes	No	Yes	Yes
ATM	Withdrawals	Yes	No	No		
Debit <sup>2</sup>	Payments/ Cashback	No	No	No	No	No
Internet	All <sup>1</sup>	Yes	No	Yes	Yes	No
Telephone	All	Yes	Yes	Yes	Yes	Yes

- Internet Transactions allowed on certain Savings and Investments Accounts only
- Debit facilities are not available on Savings and Investment Accounts
- Bill pay via Telephone/Internet is not accessible to Savings and Investment Accounts
- Standing Orders and Direct Debits cannot be setup on Savings and Investments Accounts

## INTEREST RATES

Interest rates on your account may be obtained at any branch of **permanent tsb** or by visiting our websites [www.permanentsb.ie](http://www.permanentsb.ie) or [www.OPEN24.ie](http://www.OPEN24.ie) (if you are registered for the OPEN24 Service).

Current Account statements are generally issued quarterly or at least once a year. On Savings and Investment Accounts, a statement of your transactions will be issued to you at least annually unless agreed in writing with you. The statement will:

## SECURING YOUR ACCOUNT

To ensure you receive your statements, cards and PINs make sure that you keep us informed regarding any change in your details, including your name, address and telephone number.

Ensure the statements and other correspondence you receive from us are stored securely. We recommend that if you are destroying such items, that it is done so by burning or shredding the documents.

In the case of Current Accounts, when you receive your

Card from us, you should sign it immediately and you should immediately destroy all expired cards.

When you receive corresponding Personal Identification Number (PIN), you should memorise it immediately and then destroy any written record of it. You can change your PIN at an ATM. Ensure all Internet access passwords, VbV password, SMS access codes and 2Factor codes are not shared with anyone.

**Ensure that your card is always kept safely and that the corresponding PIN is known only to you. The combination of your card and PIN/Internet password/ VbV password/ other security code is the key to your account and these should not be used or disclosed to anyone. It is for you and your use only. Should you access your account via our OPEN24 Service website, you must ensure that your passwords are not revealed to anyone, and that you do not leave the website open if you leave your computer, even for a short period of time. If any of your PIN or passwords become known, or you suspect they have become known to others, contact our OPEN24 Service immediately.**

When using your card at an ATM, be aware of the people around you and of anything out of the ordinary with the machine, shield the keypad when keying in your PIN and conduct your business promptly by taking your card, cash and transaction slip (if requested). Ensure all receipts are kept secure or destroyed.

If your card is lost or stolen, you should immediately notify us using the 24-hour telephone number provided. It is very important that you tell us as soon as you discover the loss or theft, as you may be liable for some of the spending that arises from the loss, theft or copying of the card in the period before we are notified. If you act fraudulently, knowingly or without reasonable care in relation to the use, loss, theft or copying of the card and/or PIN and/or Internet password, VbV password or other security code on your account, as the cardholder you may be liable for all losses.

When using cheques, be sure to correctly fill in the amount (in words and value) and the date before signing, drawing a line through any unused space. Use the counterfoil as your record. Should your chequebook be lost or stolen, contact your branch immediately. You should not write post-dated cheques on your account. If you write post-dated cheques, we may pay them if they are presented before their due date.

## **AMENDING AND CANCELLING PAYMENTS ON CURRENT ACCOUNTS**

Once received by us for execution all payments are irrevocable. However, if you wish to amend or cancel an instruction that you have given us we will use our reasonable

endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation instruction should be given in writing to your branch or through the OPEN24 Service. Direct debits may be cancelled up until the end of the business day preceding the day agreed for debiting the funds unless agreed otherwise between you, us and the payee of the direct debit. Standing orders must be cancelled or amended no later than 4 business days before the payment due date. We reserve the right to charge for this service.

Cheque payments may be stopped before they have been presented for payment. Such requests should be made in writing to us or through our OPEN24 Service

## **COMPLAINTS PROCEDURE**

We are committed to providing you with the highest standard of service. We hope that you never have any reason to complain to us, but if you do, we want to hear from you so that we can address your concern as quickly and as fairly as possible. We will deal with your complaint in accordance with our internal complaints procedure, details of which are set out in our terms and conditions.

**We will do our best to resolve the matter to your satisfaction through our internal complaint procedures. If you are still unhappy with the outcome of your complaint you may refer the matter to the Financial Services Ombudsman for arbitration. The Ombudsman is an independent adjudicator whose services are available free of charge to customers who have unresolved complaints with their service provider. The Ombudsman will only become involved after the matter has been processed through our internal complaint procedures so it is important that you firstly give us the opportunity to resolve your problem.**

# **GENERAL TERMS AND CONDITIONS**

## **Applicable to All Accounts and Services**

### **1 WHO WE ARE:**

Any reference in these Conditions to 'you' and 'your' includes your personal representatives and successors and (where appropriate) any authorised signatory or User authorised by you, and any Joint Account Holder. It is your responsibility as the holder of an Account with us to furnish each authorised signatory or User authorised by you with a copy of these Conditions and any subsequent amendments or replacement Conditions,

and to ensure that they comply with these Conditions. Any reference to 'we', 'us' and 'our' means the Bank and includes our successors and assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dame Street, Dublin 2 and our principal business is the provision of financial services. Our head office and our registered office is at 56/59 St. Stephen's Green, Dublin 2. Our website address is www.permanentstb.ie. We are registered at the Companies Registration Office, Dublin under registration number 222332. Our VAT number is IE8222332J.

## 2 DEFINITIONS AND INTERPRETATION:

In these Conditions:

**'2Factor Code'** means the second code to be used to confirm a transaction on the OPEN24 Service which we have deemed requires two factor authentication (and which may include, without limitation, high value transfers and/or adding a new transferee to an Account using the OPEN24 Service). The 2Factor Code will be provided to you by us by mobile Device.

**'Account'** means an account (whether carrying a right to a cheque book or not) opened by the Bank for you.

**'Agreement'** means these Conditions, all applicable fees and charges booklets and schedules, all Channel terms and conditions, all Card terms and conditions and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**'ATM'** means an automated teller machines approved by the Bank for the use of Cardholders, which are capable of dispensing cash, receiving lodgements and other functions for which they may be programmed.

**'Automatic Self-Service System'** means the automated system which enables you to access and utilise the OPEN24 Service without the assistance of a customer service adviser.

**'Bank'** means permanent tsb p.l.c. its successors and assigns.

**'BIC'** means Bank Identifier Code.

**'Business Day'** means a day (other than a Saturday, Sunday, public holiday or bank holiday) on which we are generally open for business in Ireland.

**'Card'** means the permanent tsb Card (which may be enhanced and/or varied from time to time) issued by the Bank to a Cardholder for use in connection with Card Transactions, including a replacement Card where

a Card has been renewed, lost, stolen, copied, defaced, enhanced, varied or improved for Card security.

**'Card Account'** means the Cardholder's Account(s) with the Bank in respect of which the Card is issued, on which withdrawals/payments shall be debited and lodgements credited when effected by the Cardholder through or by way of a Card Transaction, and which is subject to these General Conditions and such additional Account specific terms and conditions as may be specified in the General Conditions or incorporated in the General Conditions by reference.

**'Card Facilities'** includes all or any of the following where authorised by the Bank for the Cardholder: Cash Machine Transaction and Debit Card Transactions and such other facilities or enhancements as may be attached or added to the Card by the Bank from time to time.

**'Cardholder'** means the individual to whom a Card is issued who is one and the same as the applicant.

**'Cardholder Not Present Transaction'** means a Debit Card Transaction carried out where a Cardholder is not present in a Retailer's outlet and provides authorisation by post, phone, Internet, fax, or telex or other electronic means as may be approved for Debit Card Transactions from time to time to a Retailer who is in the Visa Scheme to debit an account. No CashBack or purchases with a gratuity are available when carrying out a Cardholder Not Present Transaction.

**'Card Transaction'** includes all or any of the following where authorised by the Bank for the Cardholder: a Cash Machine Transaction, a Debit Card Transaction, and any other transaction in which the Card may be used by the Cardholder in accessing or utilising any facility or service to be provided by the Bank from time to time in conjunction with the Card.

**'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, obtain cash subject to the limit as set out in Condition 11(a) of the Card Conditions which may be changed from time to time.

**'Cash Machine'** means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions, and includes ATMs inside Ireland and where outside Ireland display the Visa logo.

**'Cash Machine Transaction'** is the withdrawal of cash using a card from a Cash Machine which facility is limited, in the case of Cards without the Visa logo,



to withdrawals from **permanent tsb** cash machines in Ireland

**'Channels'** means the methods by which you may access our various Account services, including all or any of the following where authorised by the Bank for you: in person through our branches, by Cash Machine, by our **OPEN24** Service and by such other means as we may from time to time make available. The Accounts and services that may be accessed and utilised may vary across the different Channels and the limits applicable to particular transactions or services may also vary across the different Channels.

**'Chip'** means the microchip embedded in the Card and visible on the Card as a Gold or Silver coloured microchip.

**'Conditions'** means the General Conditions and/ the Account and/or Channel and/or service specific conditions, as amended, extended or replaced from time to time.

**'Consumer'** means a natural person who is acting for purposes other than his/her trade, business or profession.

**'Customer'** means, a person(s) (whether a natural or legal person) who has/have opened an Account with us and includes the personal representatives, successors, authorised signatories and Users, and permitted assigns of each such person.

**'Debit Card Transaction'** means an electronic payment using a Card for the purchase of goods or services (which can include payment for CashBack), by a Cardholder, to a Retailer displaying the Visa logo and/ or who is in the Visa Scheme.

**'Device'** means any device or equipment approved by us to access and use the **OPEN24** Service including, but not limited to, telephone, personal computer, kiosk, mobile telephone, palm top or any other such device or equipment.

**'Direct Debit'** means a service for making payments from the payer's account which are initiated by the payee on the basis of the payer's consent (whether given by the payer to the payer's bank or to the payee or to the payee's bank).

**'DIRT'** means deposit interest retention tax.

**'EEA'** means the current members of the European Economic Area as may be amended from time to time. The EEA consists of the Member States of the European Union whose current members can be found

online at <http://europa.eu/> and the member states of the European Free Trade Association whose current members can be found online at [www.efta.int](http://www.efta.int).

**'Facility'** means an approved overdraft or credit facility on an Account.

**'Fees Booklet'** means the current edition of our 'Terms & Conditions and Personal & Business banking charges' booklet, as amended from time to time.

**'General Conditions'** means those of the Conditions which are applicable to all Accounts and services.

**'Group'** means the **permanent tsb** Group, a financial services group principally comprising of banking companies.

**'IBAN'** means International Bank Account Number.

**'International Payment'** means a payment to and/ or from an account outside Ireland in any currency or a payment to and/or from an account in Ireland in a currency other than euro.

**'Internet Password'** means a password initially provided by us to a User for the purposes of initial Internet access to the **OPEN24** Service and thereafter created by a User in accordance with the Operating Instructions for use by that User with that User's **OPEN24** Number for Internet access to the **OPEN24** Service; 'Ireland' means the Republic of Ireland.

**'Ireland'** means the Republic of Ireland.

**'Joint Account'** means an Account opened in more than one name and includes an Account in the name of a partnership.

**'Joint Account Holder'** means the two or more persons or members of a partnership holding a Joint Account.

**'Micro Enterprise'** has the meaning given to it by Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

**'OPEN24 Number'** means the number allocated by us to a User for use by that User in conjunction with the PAN and/or Internet Password created by that User;

**'OPEN24 Service'** means the system provided by us from time to time to enable Users to access, transact and utilise services provided by us using telephone, Internet or other technology-based communication.

**‘Operating Instructions’** means the instructions issued from time to time by us governing the use and operation of the OPEN24 Service;

**‘PAN’** means the Personal Access Number created by a User in accordance with the Operating Instructions for use by that User with that User’s OPEN24 Number.

**‘Payment Services Directive’ or ‘PSD’** means Directive 2007/64/EC relating to payment services as amended or replaced from time to time and transposed into Irish law.

**‘PIN’** means the Personal Identification Number produced by computer process and allocated to a Cardholder for use with his or her Card.

**‘POS (Point of Sale) Terminal’** means a terminal situated in the Retailer’s premises which is approved for accepting, storing and transmitting Debit Card Transactions.

**‘Primary Address’** means your address as recorded by us, or, if there is more than one Customer on an Account, the address of the first named Customer on the Account.

**‘Retailer’** means a supplier of (a) goods and/or services; or (b) goods and/or services and Cashback.

**‘Same Day Value Payment’** means a payment made under our same day value payment service subject to conditions applicable at the time of payment.

**‘Scheme Rules’** means the applicable SEPA direct debit or credit transfer scheme rules of the European Payments Council as amended from time to time.

**‘Security Features’** means any PIN or other security code, including without limitation any PAN, OPEN24 Number, 2Factor Codes, SMS Access code, VbV password and/or the Internet Password issued by us to a Customer or User or created by a User in accordance with our Operating Instructions or other procedures, and such other personalised Devices and/or security procedures that may be introduced in respect of the operation of an Account from time to time.

**‘Secure System’** means a system approved by us to enable the secure use of your Card over the internet.

**‘SEPA’** means the Single Euro Payments Area as defined by the European Payments Council as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro, between SEPA Countries whether between or within national boundaries under the same basic

conditions, rights and obligations, regardless of their location.

**‘SEPA Countries’** means the current members of the Single European Payments Area as may be amended from time to time. At the date of these Conditions the SEPA Countries include the 27 EU Member States, Iceland, Liechtenstein, Monaco, Norway and Switzerland. It also includes the following territories that are considered to be part of the EU in accordance with Article 299 of the Treaty of Rome: Martinique, Guadeloupe, French Guiana, Reunion, Gibraltar, Azores, Madeira, Canary Islands, Ceuta and Melilla and Aland Islands.

**‘SMS’** means short messaging system or equivalent facility enabling users of Devices to send and receive text messages using those Devices.

**‘SMS Access Code’** means the 5 digit password provided by us to Users authorised to access the OPEN24 Service via a text message or SMS Channel using a mobile Device, and sent to the User via SMS to the mobile Device number which the User has registered with us.

**‘Standing Order’** means an instruction from you to us to pay a specified amount from your Account on specified dates to a specified payee.

**‘Transaction Slip’** means a slip produced by a POS terminal evidencing a Debit Card Transaction.

**‘Unique Identifier’** means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment and which will usually include the payee’s BIC and IBAN.

**‘User’** means a Customer or a person authorised by a Customer to use the OPEN24 Service on that Customer’s behalf.

**‘Visa Scheme’** means the payment system operated by Visa Europe Services Inc. a wholly owned subsidiary of Visa Europe Limited.

**‘Verified by Visa’** means a simple, password-protected identity-checking service to be used by you when carrying out online purchases on the internet.

**‘VbV Password’** means your Verified by Visa password for use by you with participating online Merchants.

**‘Website’** means our websites at [www.permanentsb.ie](http://www.permanentsb.ie) and/or [www.OPEN24.ie](http://www.OPEN24.ie), as relevant.

In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa. In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.

### 3 SCOPE AND ACCEPTANCE:

- (a) These Conditions apply to the operation of the various Account products and services offered by us and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between us and our Customers for such Account products and services.
- (b) These Conditions constitute the salient terms and conditions applicable to such Account products and services. They do not comprise an exhaustive list and shall, unless otherwise agreed to the contrary, be construed in conjunction with, and subject to relevant banking law practice.
- (c) Business Accounts may be used only for business purposes and may not be used for personal purposes. Personal Accounts may not be used for any business or commercial purposes.
- (d) Unless otherwise agreed to the contrary, the authorisations, assurances, instructions and confirmations to us from you in any application for an Account shall be deemed to be incorporated in and form part of the Agreement for such Account.
- (e) Additional terms and conditions may apply to specific types of Account or to specific services or Channels on an Account where we approve such services or Channels for the Account. To the extent that there is any conflict or ambiguity between the General Conditions, and those additional terms and conditions, those additional terms and conditions will prevail.
- (f) Subject to any rights of cancellation which you may have under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time) (the "Distance Marketing Regulations"), which apply where you have dealt with us at a distance (ie where there is no face to face contact between us eg where we have dealt by phone, internet or post), these Conditions shall be deemed to be accepted by you on signature by you of the application form for the relevant Account or service and shall become binding on our acceptance of your application. Where the Distance Marketing Regulations apply,

we shall let you know, and will give you details of any rights of cancellation which you may have.

- (g) Copies of the Agreement may be obtained from your branch. These Conditions and certain other documents that form part of the Agreement are also online at [www.permanenttsb.ie](http://www.permanenttsb.ie)

### 4 CUSTOMER INFORMATION:

- (a) The Criminal Justice (Money Laundering and Terrorist Financing) Act (2010) (as amended, re - enacted or replaced from time to time) and the EU's Third Anti Money Laundering Directive (Directive 2005/60/EC) as implemented in Ireland require us to satisfy ourselves as to your identity and the identity of any other Customers on an Account before opening an Account, permitting transactions on an Account or providing certain services.
- (b) We shall make such enquiries and/or request such information and/or documentation from you as may be required in accordance with statutory and bank regulations.
- (c) We shall be under no obligation to comply with any directions in relation to an Account, including without prejudice to the generality of the foregoing, withdrawals or transfers without such forms of identification as we shall deem necessary.
- (d) You have the right at any time to request a copy of any "personal data" within the meaning of the Data Protection Acts 1988 to 2003 (as amended, re-enacted or replaced from time to time) that we hold about you (for which we may charge a small fee) and to have inaccuracies in that information corrected, by writing to our Data Access Requests, Document Management Control,, **permanent tsb**, 56/59 St Stephen's Green, Dublin 2.
- (e) We will retain and use the information provided by you (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account (including any personal data) for the purposes of processing the application for the Account, managing and administering the Account, managing and administering the OPEN24 Service (where applicable), and group reporting and analysis, as well as for any other purpose to which you have consented. Agents, sub-contractors or other companies in the **permanent tsb** Group may process this information on our behalf.
- (f) Subject to the other provisions of this Condition 4, information concerning you will not be disclosed by us except where required or permitted by law or regulation (which may include disclosure to

regulatory bodies, law enforcement agencies and other public bodies to whom we or other companies in the **permanent tsb** Group are obliged to disclose information), or with your consent.

- (g) We may make such enquiries about you as we from time to time consider appropriate and may provide information provided by you in the application for the Account and any information relating to the conduct of the Account to credit reference agencies (who will add details of our search, and information in relation to the conduct of your Account(s) and any credit agreements, to your record, and who may disclose this information to third parties for credit assessment purposes).
- (h) Provided you have given consent, information provided by you (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account may be used by us to:
  - (i) transmit to you information relating to other products, services, special offers, promotions, competitions run by us or other companies in the **permanent tsb** Group or other carefully selected third parties which we think you may find of interest; and
  - (ii) provide such information to other companies in the **permanent tsb** Group or to other carefully selected third parties so that they can transmit to you details of their products, services, special offers, promotions and competitions.
- (i) We may provide any information concerning you to:
  - (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
  - (ii) any other member of the **permanent tsb** Group for group reporting and analysis;
  - (iii) any person with whom we have entered or propose to enter into contractual relations in relation to an Account or service provided to you or who provides or proposes to provide services to us in connection with an Account or service provided to you, and their respective officers, employees, agents and advisers; and
  - (iv) if there is more than one account holder on an Account, the other(s) account holders and their respective advisers.
- (j) We may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes, to verify instructions and to maintain quality service standards. Any such

recordings or transcripts thereof may be used in evidence in any dispute or in the handling of any complaint and may also be used as proof of any instruction and shall be conclusive evidence in these regards.

- (k) We reserve the right to require verification of identity and address from you where your Account is designated as an "Inactive" Account, that is to say where no transactions have been effected on the Account for a continuous period of 3 years and for the purposes of this condition, a transaction is a lodgement or transfer to or a withdrawal or transfer from the Account.

## 5 JOINT ACCOUNTS:

- (a) Where two or more persons hold an Account, the Joint Account Holders shall be jointly and severally liable for their obligations to us
- (b) Where the Account is a Joint Account and the Joint Account Holders authorise any number of them to operate the Joint Account, all acts done under that authority in relation to the Joint Account or any of the services provided now or in the future in connection with the Joint Account and all debits arising on foot of same shall bind all Joint Account Holders jointly and severally.
- (c) Where the Account is a Joint Account and we have notice of a dispute between the Joint Account Holders (or any of them), we may cease to permit withdrawals from the Joint Account, and subject to our discretion, dealing may not be permitted on the Joint Account until we receive a new written mandate from the Joint Account Holders.
- (d) On the death of any Joint Account Holder, the balance of the Account plus accrued interest may, on production of the appropriate Revenue and, where required, testamentary documentation, be withdrawn in total or retained in the name(s) of the surviving Joint Account Holders(s).
- (e) Additional terms are applicable to certain Joint Accounts, depending on the Account type, as further specified in these Conditions.

## 6 MINORS:

- (a) Where an Account is to be opened in or transferred to the sole name of a minor between the ages of 7 and 16, the consent of the parent/guardian shall be required.
- (b) Where an Account is required to be opened by

a minor and the minor has not attained the age of 7 years, the Account shall be in the name of the minor's parent, guardian or person in loco parentis and all transactions on the Account shall be effected under such name only.

- (c) Where the minor has attained the age of 7 years, the Account may be transferred into the minor's name or otherwise at the discretion of the parent, guardian or person in loco parentis, subject to Condition 6(a) above.
- (d) We may at our discretion alter the age which must be attained by the minor in order for the minor to open an Account in the minor's own name.

## **7 TRANSACTION AMOUNTS:**

- (a) Depending on the Account type and Channel availed of by you, we may place conditions on the minimum balance, maximum balance, lodgement or withdrawal amounts that may apply. In the case of large withdrawal amounts, we reserve the right to make any such payments in the form of a bank draft for security reasons.

## **8 SET OFF:**

- (a) In addition to any other right of set off, lien or similar right to which we may at any time be entitled, we may (but shall not be obliged to):
  - (i) hold and retain any credit balance to which you are now or hereafter entitled on any Account until such time as all or any of your obligations to us have been discharged in full;
  - (ii) combine all or any of your accounts (including all Accounts); and/or
  - (iii) apply any credit balance (whether matured or not) to which you are now or hereafter entitled on any Account in discharge of any of your obligations (whether matured or not) to us regardless of the currency of such balance or obligation.
- (b) If the balance and the obligation referred to in Condition 8(a)(iii) are in different currencies, we may convert either the balance or the obligation at a market rate of exchange customarily utilised by us in our usual course of business for the purpose of the set-off.
- (c) If the obligation referred to in Condition 8(a)(iii) is unliquidated or unascertained, we may set-off an amount estimated by us in good faith in accordance with commercially reasonable standards to be the amount of that obligation.

## **9 FEES AND CHARGES:**

- (a) Details of the fees and charges which are charged by us on Accounts are set out in the Fees Booklet (as published from time to time) which is available on request at any branch of the Bank.
- (b) Subject to notifying the relevant regulatory authority where applicable, we may from time to time alter such fees and charges and introduce new fees and charges, giving 30 days notice in accordance with these Conditions. Where we alter any fees or charges that are applicable to the services provided under the Payments Services Directive, we will give you at least 2 months notice. Where a change in fees is to your benefit, we may, at our discretion, give you shorter notice.
- (c) You may be eligible to apply to have certain fees and charges exempted. The conditions under which fees and charges are discounted and/or exempted are available on request at any branch of the Bank.
- (d) Where applicable, those fees and charges which the Fees Booklet indicates are pre-notified will be debited to the relevant Account quarterly (or at such other intervals as may be indicated in the Fees Booklet from time to time or as agreed with us). Where the fees and charges to be charged are above €12.70, they will be pre-notified to you 14 days in advance of being debited from your Account. Other fees and charges will be debited as they arise or as otherwise indicated in the Fees Booklet from time to time, without prior notification to you.

## **10 DEPOSIT INTEREST RETENTION TAX:**

- (a) Accounts held by Customers, with certain exceptions, are liable for DIRT.
- (b) DIRT is deducted, where applicable, from interest credited to the Account. This is deducted when interest is paid and forwarded by us to the Revenue Commissioners.
- (c) A certificate of interest credited to an Account can be obtained from the branch where the Account is held. Customers eligible to reclaim DIRT should remit this certificate with the relevant form to their local tax office.

## **11 NON-RESIDENT ACCOUNTS:**

- (a) Accounts held by non-residents must be operated in accordance with statutory conditions and banking regulations. An additional form must be completed where a non-resident Account is required.

- (b) We reserve the right to designate a non-resident Account as being other than a non-resident Account where the amount invested in the Account falls below the sum of €12,600 or such other minimum amount as may be prescribed by us from time to time.
- (c) Where the amount invested in a non-resident Account falls below the sum of €12,600 (or such other minimum amount as may be prescribed by us from time to time) and the Account is re-designated as an Account other than a non-resident Account accordingly, the Account will not revert to its previous designation as a non-resident Account if the amount invested exceeds the sum of €12,600 (or such other minimum amount as may be designated by us from time to time) at any time subsequently, save on completion of the form specified at Condition 11(a) above and then only in respect of interest capitalised after receipt by us of the completed form.
- (d) We will make no change in the minimum amount without you receiving reasonable notice of such change.

## 12 PAYMENT INSTRUCTIONS

- (a) You are solely responsible for the accuracy of each payment instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us or by us accepting, where we exercise our discretion to do so, an instruction in a form other than our standard form for payment instructions. Where you give us inconsistent instructions (for example, where the receiving bank's BIC and its name and address details do not match), or where the payee's IBAN is invalid or incorrect, we shall not be liable for acting in accordance with any part of those instructions.
- (b) Before a payment is made from your Account, you must comply with our applicable procedures including completing, either manually or online, the relevant payment instruction or the relevant Standing Order or Direct Debit instruction.
  - In the case of a payment to another bank account these will include providing all necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified.
  - The Unique Identifiers required for domestic payments are currently the BIC of the payee's bank and IBAN of the payee. Details of the Unique Identifiers required for SWIFT Payments are specified at the time of set up of the payment instruction.
- (c) Before we can make a payment you must authorise the transaction by completing our relevant instruction form or by providing us with written instructions in another form which contains all of the information we require, signed by you or your authorised signatory in accordance with the mandate held by us. Where you use one of the Channels to authorise a transaction, you or your authorised signatory must follow whatever instructions we may give to you.
- (d) We will accept and endeavour to implement any instructions received by us in respect of payments from your Account provided that:
  - you or the relevant authorised signatory follow our applicable procedures and authorise the transaction in accordance with these Conditions.
  - you or the relevant authorised signatory have duly completed and authorised all applicable payment instructions or we have otherwise received instructions on your behalf in accordance with any applicable Direct Debit scheme or other procedure;
  - we are not prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - you have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges; and
  - all other conditions required by us have been fulfilled.

If we do not accept a payment instruction in respect of a payment that is subject to the PSD (this would exclude for example cheques and other negotiable instruments), we will notify you of this within the execution timeframes set out or referred to in these Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.
- (e) Once received by us for execution, payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us, we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so, subject to the following:
  - Payment instructions for transfers between Accounts (whether in your name or in the name of another of our Customers) cannot be amended or revoked after receipt by us.
  - Any amendment or cancellation instruction should be given in writing to your branch or in such other form as we may prescribe.
  - You will be liable for any additional fees or expenses or foreign exchange losses which arise out of any

such amendment or cancellation or any payment investigation initiated at your request. We reserve the right to charge you for revoking any payment instruction.

(f) Direct Debits are subject to applicable Scheme Rules and the following provisions.

- the payer must provide the appropriate mandate to the payee in the timeframes provided in the Scheme Rules.
- Where signing instructions are not provided to us in accordance with applicable scheme rules, we may rely on the instructions received from the payee's bank in order to make the payment.
- Payments on your Account may be revoked by you at the latest by the end of the Business Day preceding the date agreed for the debiting of the Account.
- Payments on your Account may be refunded on request by you within 8 weeks after the date of the payment where the Scheme Rules apply unless otherwise agreed by you.
- Payments may be limited by you to a certain amount or paid at such periods as you may request or both.
- Payments may be permitted or blocked as instructed by you from time to time.
- Instructions may be cancelled on your Account where a number of payments are unpaid by you.

(g) Standing Orders are subject to the following provisions

- Instructions must be received at least 4 Business Days prior to the payment due date.
- Standing Orders may be cancelled or amended by giving written instruction to your branch at least 4 Business Days prior to the payment due date.
- Standing order payments unpaid on three consecutive payment dates will automatically be cancelled and you will be notified of the cancellation.

(h) Our ability to execute a payment instruction in a timely manner is dependent on our receiving the relevant instruction in good time before the payment:

- In the case of payments, this should be before the cut off time for the payment method concerned. Any instruction received after the cut off time on a Business Day or any instruction received on a non Business Day will, subject to our acceptance of such instruction, be processed on the next Business Day.
- The cut off times for SWIFT Payments and Same Day Value Payments are specified at the time of the transaction and are available online at [www.permanentsb.ie](http://www.permanentsb.ie).

Except where we agree a specific receipt date, details of when we will be deemed to have received a payment instruction for the purposes of the above will vary depending on the method by which you instruct the payment. Instructions received during normal working hours through the branch at which the relevant account is held will be deemed to be received on that Business Day. Paper initiated payments will be deemed to be received on the following Business Day. Instructions received in the period from 24.00 hours up to 18.00 hours on a Business Day will be deemed to have been received that Business Day. Instructions received in the period from 18.00 hours up to 24.00 hours that day will be deemed to have been received the next Business Day.

(i) If you wish to make a payment to or from your Account in a currency other than the currency in which your Account is denominated, a currency conversion will be required. The exchange rate used for such a conversion will be the exchange rate published by us applicable at the time of the transaction.

(j) Standard exchange rates used for converting foreign exchange transactions are available upon request in your branch and at the time of completion of the transaction.

(k) If you instruct us to make a payment in a currency other than the currency of the payee's account, the payee's bank may convert the payment into the currency of the payee's account. We have no control over how the exchange rate of the payee's bank is calculated or when that exchange rate will be applied.

(l) Subject to Condition 22, we may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment.

(m) You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from your Account. We will consider whether there has been undue delay in accordance with Condition 17(c).

(n) We will take reasonable steps to ensure that each Same Day Value Payment that you (in a manner which is in compliance with the applicable procedures) instruct us to make and which we accept for execution, is credited to the account of the payee's bank on the same day that you instruct us to make it and in any event is made within the timeframe specified in Condition 12 (o).

(o) We will ensure that each payment (an 'EEA Payment') in euro or the currency of a member state of the EEA outside the euro area, to an account within the EEA that you (in a manner which is in compliance with the applicable procedures) instruct us to make and which we accept for execution is credited to the account of the payee's bank within the following timeframes:

- for all payments in euro to an account in the EEA:
  - (i) by the end the next Business Day after receipt of your instruction
  - (ii) on the same Business Day where we are both the payer's and the payee's bank.
- for all payments in the currency of a member state of the EEA other than euro to an account in the EEA by the end the second Business Day after receipt of your instruction

These timeframes may be extended by one Business Day where the payment is paper initiated. Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.

(p) We will take reasonable steps to ensure that each payment other than a payment by way of cheque or draft or other paper based order or voucher:

- in a currency other than euro or the currency of a member state of the EEA outside the euro area, or
- to an account located outside the EEA in any currency, (each of the above a 'Non EEA Payment') that you (in a manner which is in compliance with the applicable procedures) instruct us to make and which we accept for execution, is made in accordance with your instructions in a timely manner. Any payment execution timeframe that we may indicate is indicative only and we do not guarantee that it will be met in every case.

(q) No cheque or other debit should be drawn on an Account unless at the time of drawing there is sufficient cleared balance available on the relevant Account to meet such cheque or debit.

(r) We are authorised (but not obliged) to debit any cheques, bills, debits and orders drawn, accepted or made by you, notwithstanding that it may result in the Account becoming overdrawn or any overdraft limit being exceeded.

(s) We are authorised (but not obliged) to pay post-dated cheques, notwithstanding that it may result in the Account becoming overdrawn or any overdraft limit being exceeded.

(t) Cheques, bills, debits and orders drawn or made by you may at our discretion be returned unpaid without further notice should payment of such items result in the Account becoming overdrawn in excess of any overdraft limit.

(u) In the event of manifest error or mistake, we may reverse an amount appearing on an Account on final posting. Any reference to the balance must be construed accordingly.

(v) Where a cheque or other payment request is presented to us for payment, we are under no obligation to establish the identity of the payee provided that your name, Account number and signature are consistent with the Account details and mandate held.

### 13 LODGEMENTS:

(a) Cash may be lodged to your Account in a number of different ways including in-branch across counter lodgements, via our night safe facility, via our speed lodge facility and, where we have made the facility available to you, via a Cash Machine enabled to accept lodgements to your Account. When making such lodgements you must carefully follow any instructions we give you and, where applicable, use the lodgement dockets and envelopes provided by us for this purpose.

(b) Until we process the items comprised in a lodgement made they are held by us at your risk. All cash lodgements received after the applicable cut off time on a Business Day will, subject to our acceptance of such instruction, be processed and credited to your Account no later than the next Business Day. Lodgements are deemed to be received when they have been verified by us, which may be after you have physically lodged the cash (other than in the case of in-branch across the counter lodgements). When we check a cash lodgement we will verify the amount actually contained therein. If this amount differs from the amount indicated, we will inform you of any discrepancy. The amount we find actually contained in the cash lodgement will be conclusive.

(c) Items contained in an ATM, night safe or other lodgement envelope shall be held by us at your risk until the envelope is opened and the contents



verified and processed in the ordinary course of business.

- (d) Payments received in the period from 24.00 hours up to 18.00 hours on a Business Day will be deemed to have been received that Business Day. Payments received in the period from 18.00 hours up to 24.00 hours that day will be deemed to have been received the next Business Day.
- (e) You may not draw against the cheques lodged until cleared in the ordinary course of business.
- (f) Lodgements are accepted on condition that if any error, shortfall or other discrepancy shall be discovered by us in the contents or details of any lodgement (including, without limitation, in the event of input or other manifest error in the case of an over the counter lodgement in-branch), the lodgement may be appropriately amended by us and the amended lodgement shall be taken to be accurate and you shall be notified accordingly in writing.

#### **14 ACCESS TO OPEN24 SERVICE:**

Access to an Account by the OPEN24 Service will be in accordance with our Operating Instructions and terms and conditions applicable from time to time to such access.

#### **15 ACCOUNT, CARD AND CHANNEL SECURITY CONDITIONS:**

- (a) You shall keep all Cards, Devices, PINs, VbV password and other Security Features safe and shall not provide, disclose or divulge any of them to any other person, or note any PIN, VbV password or other Security Feature on anything carried or associated with any Card or Device or any additional Security Feature, with which they might be used in combination, or in any form that would be intelligible or otherwise accessible to a third party or do or omit to do anything else that might enable irregular or unauthorised access to, transaction on or utilisation of an Account, a Card, a Device and/or the OPEN24 Service.
- (b) You shall immediately notify us via our OPEN24 Service by telephone at 1800 687 687 (or, if calling from outside Ireland, at 353 -1- 212 4290) if:
  - (i) any Card, Device, PIN, VbV password or other Security Feature is mislaid, lost, stolen or copied or otherwise becomes liable to misuse;
  - (ii) you cease to own, control or use any Device or the number of the Device changes;
  - (iii) you change address;
  - (iv) you know or think it is possible that any Security

- Feature has become known to any other person;
- (v) unauthorised or irregular transactions are recorded on an Account.

Such notification must be confirmed by you in writing within 10 days to the Branch at which the Account is maintained. You shall take all measures necessary to make yourself aware of the circumstances above..

- (c) If you have made a notification to us in accordance with Condition15(b), then none of the Security Features, or the Card or Device, may be used to access, transact on or utilise any affected Account and/or the OPEN24 Service. If you wish to continue to avail of the OPEN24 Service, you must apply to us for the issue of a new OPEN24 Number and create a new PAN and Internet Password, and/ or contact us for a new SMS Access Code, in accordance with the Operating Instructions.
- (d) When a Card that has been reported lost or stolen is found or recovered, it may not be used for any further Card Transactions but must be cut into two pieces through the magnetic strip and Chip and returned to the branch where the account is held.
- (e) If we suspect that a Card is being used improperly, fraudulently or in breach of the Agreement, we may decline to authorise any further transactions on the Account until we have contacted you. We will endeavour to contact you before we take this decision but this may not be possible. You hereby agree and authorise us to take such actions as we deem necessary including suspending the Account in such circumstances. You agree that any contact by us in such circumstances is for the purposes of combating wrongdoing and is not connected to the Agreement.
- (f) You shall furnish us with all available information relative to the loss, theft or copying of the Card, Device or Security Feature and shall give all reasonable assistance to us and our agents (including authorising us to release information to the Garda Síochána) relating to the Card, the Device, the Security Feature and the Account(s) necessary to lead to the recovery of the Card, Device or Security Feature and/or any copy of the Card or Security Feature.

#### **16 INSTRUCTIONS:**

- (a) Each time you give us an instruction, you will be deemed to warrant to us that such instruction can be followed by us without breaching any law or

regulation. We shall not be obliged to act on any instruction which we reasonably believe to be in breach of any law or regulation.

- (b) Where you deny authorising us to act on an instruction, including without limitation any instruction received through the OPEN24 Service, it is our responsibility to prove that the instruction was accurately authenticated, recorded, entered in the Accounts and not affected by a technical breakdown. In this regard, we may not rely solely on the fact that the instruction was authorised in accordance with the PIN, the PAN, the OPEN24 Number, the Internet Password, VbV password, the SMS Access code, the 2Factor Code or Secure System. The use of any such Security Feature will also be insufficient by itself to prove that you have intentionally, or because of your lack of reasonable care, failed to adhere to these Conditions or failed to keep the aforementioned Security Features safe. However, entries in the Account in respect of transactions effected by Cash Machine or Chip enabled Terminals or using any Security Feature shall be prima facie evidence of such transactions and will be binding on you and us. If you deny that your Card and if applicable, your PIN, VbV password or other Security Feature have been used to execute a transaction or you allege that such a transaction has been incorrectly executed, we shall show by providing an abstract of our own internal records that the operation was accurately recorded and entered into the Account and was neither effected nor affected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar transactions shall constitute prima facie evidence that the system was functioning properly.

## **17 STATEMENTS OF ACCOUNT AS CONCLUSIVE EVIDENCE:**

- (a) We will issue statements for your Account to you at least once a year. Each statement will contain information on all payments and lodgements on your Account for the period covered by the statement. You may also request us to provide a statement for your Account to you on a more frequent basis (for which we may charge the fee specified in the Fees Booklet) Statements will be provided via post or electronically where you opt for an e-statement or where the provision of e-statements is part of the Account terms and conditions. You agree that account information can be made available to you at all times via our OPEN24 service
- (b) As soon as you receive any account statement or payment advice, you should examine it carefully and

immediately report any disputed transactions, errors or omissions to us. We recommend that you review your Account details online at regular intervals. You should notify us without undue delay on becoming aware of any unauthorised or incorrectly executed transaction through your branch, who may request written confirmation of such notification.

- (c) We will normally consider that there has been undue delay if you fail to notify us within 30 days of receipt of a statement showing the relevant transaction. In any event, failure to notify us within 13 months of a transaction being debited to your Account will always amount to undue delay. If there has been undue delay on your part in contacting us, we may not be able to compensate you for any loss you may have suffered. If an incorrect amount is debited or credited to your Account, we may make any necessary correcting entry on your Account without reference to you.
- (d) Subject to the liability provisions in Condition 22 below, unless you have reported to us any error or discrepancy in an Account statement, you shall be obliged to confirm the statement within 30 Business Days after receipt. In the absence of any such report within such period the statement shall be deemed to have been irrevocably confirmed by you whether or not you have actually done so, to the intent that, save for any manifest error, the statement shall as regards you thenceforth be conclusive evidence of the correctness of the entries recorded therein.
- (e) Furthermore, the failure to make any such report or confirmation within the periods mentioned above, or the making of a confirmation shall constitute a representation by you to us that the statement is correct and shall be an agreement by you that we shall thenceforth not be liable for any loss to which you may suffer howsoever arising in relation to any entries or the balance appearing in the statement.
- (f) In the event of any inconsistency between our records as to the Account balance and the Account balance as stated in the Account statement, passbook (if applicable) or letter of confirmation, our records shall be conclusive evidence of the Account balance and the interest accrued thereon.

## **18 DEATH:**

We must be informed on the death of a Customer and the necessary documentation must be produced before payment can be made in accordance with any prevailing statutory obligations and bank regulations.

## 19 REFUSAL:

We reserve the right to refuse to open an Account and/or make available specific Account services or Channels for an Account without stating a reason.

## 20 CLOSURE:

- (a) We can close your Account immediately in any of the following circumstances:
  - (i) if you become bankrupt or go into liquidation or if you enter into a voluntary arrangement with your creditors;
  - (ii) if you cease trading;
  - (iii) if you are no longer, in our opinion, able to manage your financial affairs;
  - (iv) if you die;
  - (v) if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
  - (vi) if you commit any serious, or repeated, breach of these Conditions;
  - (vii) if you are in breach of any other agreement with us;
  - (viii) if we must do so in order to comply with any law;
  - (ix) if you use your Account for any unlawful or other inappropriate purposes; or
  - (x) if for any reason this Agreement becomes unenforceable or void.

If we take such action we will immediately give you notice in writing that we have done so.

- (b) We may also close your Account for any other reason by giving you at least two months prior notice in writing.
- (c) You may close your Account at any time by a written instruction to your branch.
- (d) If your Account is closed, you must immediately pay all sums owing on your Account (including making allowance for items not yet presented) and return all Cards and cheque books issued in respect of it. Interest, fees and charges will be charged up to the date of closure.
- (e) Notwithstanding any closure of your Account, you will remain liable for any amounts paid from your Account in accordance with these Conditions.
- (f) These Conditions shall continue to apply to you until such time as your Account is closed, or we are repaid all amounts owing on your Account, whichever is the later.

## 21 AMENDMENT OF THESE TERMS AND CONDITIONS (INCLUDING INTEREST, FEES AND CHARGES):

- (a) These Conditions shall continue to apply to your Account unless and until altered by us in accordance with this Condition.
- (b) We may vary these Conditions and the interest and charges applicable on an Account including the interest rate structure from time to time.
- (c) Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions.
- (d) We may notify you of any alteration to these Conditions by providing you with notice of any alteration published in a national daily newspaper, and/or by notice displayed prominently at our branches, and/or by notice in writing and/or through our Website and/or by means of another durable medium, or by any other means required or permitted by law, with details of the alteration or the altered Conditions.
- (e) If you receive notice of any alteration to these Conditions, you may close your Account (or switch it to another financial institution) and simultaneously cancel all other facilities granted to you in connection with your Account without having to pay any extra charges or interest. However, any early termination charges to which you agreed when you opened your Account will continue to apply. Unless and until you close your Account, your consent to the alteration is implied.

## 22 OUR LIABILITY TO YOU:

- (a) Liability generally.

In addition to any other duty of care at any time owed by you to us and except as otherwise set out in these Conditions, it shall be your duty to take all proper and reasonable measures in the conduct and management of each Account so as to prevent loss or damage of any kind to either you or us, and you shall be solely responsible for any loss or damage caused by a breach of this duty. To the extent permitted by law and except as otherwise set out in these Conditions, we will not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or lack of

reasonable care. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential damage of any nature whatever. Where we provide you with services which are not subject to the Payments Services Directive, we shall not be liable to you for any delay or failure caused or charge incurred by any intermediary or agent bank or any clearing or settlement system.

We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.

(b) Unauthorised Payments.

Notwithstanding Condition 22(a) above, we will, in accordance with our obligations under the Payments Services Directive and subject as hereafter mentioned, refund to you the amount of any payment or withdrawal debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in had the transaction not taken place. However:

- (i) this Condition 22(b) only applies where you are a Consumer or, subject to Condition 22(e) below, a Micro Enterprise and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was in euro or the currency of a member state of the EEA outside the euro area;
- (ii) If the unauthorised payment resulted from the loss or theft of any Card, PIN, VbV password, Device, Security Feature or failure to follow any security procedures and/or the Operating Instructions or your failure to keep the Card, PIN, VbV password, Devices or Security Features safe and secure, you will be liable for the first €75 of loss suffered by you;
- (iii) You will be liable for the full amount of unauthorised payments where:
  - a) you intentionally, fraudulently, or with gross negligence fail to adhere to the safe keeping requirements and/or non-disclosure obligations in respect of your Card, PIN, VbV Password or other Security Feature; or
  - b) any Card is used by any person outside the terms of this Agreement and who has possession of it with your consent, or

- c) you have intentionally, or because of your lack of reasonable care, failed to notify us of the loss, theft or misappropriation of the Card or any Security Feature without undue delay.
  - (iv) If there is undue delay on your part in notifying us of the unauthorised payment, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement for your Account showing the relevant debit to your Account.
  - (v) In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.
- (c) Incorrectly executed and non executed payments Notwithstanding Condition 22(a) above, we will, in accordance with our obligations under the PSD and subject to the following requirements, be liable to you for the correct execution of any instruction to make a payment from your Account properly given by you to us in accordance with the requirements of these Conditions. However, this Condition 22(c) only applies where:
- (i) you are a Consumer or, subject to Condition 22(e) below, a Micro Enterprise, and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a member state of the EEA outside the euro area;
  - (ii) you provided us with the correct Unique Identifiers for the payment in question;
  - (iii) there is no undue delay on your part in notifying us of the incorrect or non executed payment. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days of the relevant account statement. In any event a failure to notify us within 13 months of the incorrect payment will always amount to undue delay; and
  - (iv) none of the events detailed in Condition 24(Force Majeure) prevented us from making the payment.

We shall have no liability to you under this Condition 22(c) where we can prove to you and, where relevant, the payee's bank, that the payment was received by the payee's bank within the applicable timeframe.

Where we are liable under this Condition 22(c), we will refund to you, without undue delay, the amount of the non-executed or incorrectly executed payment and, where applicable, restore your Account to the position it

would have been in had the non-executed or incorrectly executed payment not taken place.

Regardless of the issue of liability, where you notify us of an incorrectly executed payment, we will make immediate efforts to trace the whereabouts of the defective payment and inform you of the results of such efforts. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit your Account with our charges and any fees or charges levied or sought from us by any other banks involved in investigating the payment.

For the avoidance of doubt, but subject to the foregoing, where we are providing you with services to which the PSD applies, we will be liable to you for any charges for which we are responsible and any interest levied by us to which you are subject as a result of our non-execution or defective execution of a payment.

(d) Incorrectly executed and non executed Direct Debits

Notwithstanding Condition 22(a) above, in accordance with our obligations under the PSD and subject to the following requirements, where, acting as the payee's bank, we fail to correctly transmit the payment request under a Direct Debit to the payer's bank, we will immediately retransmit the request for payment.

We will refund to you, within 10 Business Days of your request, any amount debited to your Account by means of a Direct Debit if:

- (i) you are a Consumer or, subject to Condition 22(e) below, a Micro Enterprise, and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a member state of the EEA outside the euro area;
- (ii) we receive the refund request within eight weeks of the amount being debited to your Account; and
- (iii) you can show us that (i) the amount so debited exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, and (ii) you were not notified by us or the payee of such amount at least four weeks before the due date.

(e) Conditions 22(b), 22(c) and/or 22(d) shall not apply to Micro-Enterprises in the event that the regulations which implement the PSD in Ireland permit us to exclude Micro-Enterprises from the scope of the provisions of Articles 60 and 61, Article 75, and Articles 62 and 63, respectively, of

the PSD.

**23 WAIVER:**

No time or indulgence, which we may extend to you and no waiver by us of any breach of any term or condition of these Conditions, shall affect our rights and powers hereunder.

**24 FORCE MAJEURE:**

We will not be liable for any loss you may suffer if we are prevented from providing any service to you as a result of industrial action, power failure or any other cause beyond our reasonable control.

**25 CURRENCY:**

Unless otherwise agreed, all Accounts shall be maintained in euro.

**26 LANGUAGE:**

These Conditions and all information and communication with you will be in English.

**27 STATUTORY RIGHTS:**

No provision in these terms and conditions shall affect your statutory rights under the Consumer Credit Act 1995 or any regulations made thereunder. In the event of any conflict between these terms and conditions and such rights, your statutory rights shall prevail.

**28 NOTICES:**

All correspondence, notices and account statements (if applicable) will be sent to the Primary Address and, in the case of a joint account, shall be deemed to have been sent to all the joint account holders. Account statements will be sent to the Primary Address annually in arrears or sooner at such other intervals as the Bank sees fit.

**29 COMPLAINTS PROCEDURE**

We are committed to providing you with the highest standard of service. We hope that you never have any reason to complain to us, but if you do, we want to hear from you so that we can address your concern as quickly and as fairly as possible.

**If you raise a complaint:**

- (i) We will deal with your complaint fairly, courteously and promptly
- (ii) Your complaint will be logged and fully investigated.
- (iii) We will identify the cause of the complaint and take steps in as far as possible, to prevent it happening again.
- (iv) We will give you an explanation and an apology

where we have made a mistake.

**You can make your complaint:**

- (v) By phoning the relevant branch or department.
- (vi) By visiting your local branch.
- (vii) By writing to the Manager of the relevant branch or department concerned. If you are sending in a written complaint please provide your phone number so we can discuss your complaint with you. If you contact us in person or by phone, we will offer you the option of having your verbal complaint treated as a written complaint for the purposes of the process described in the next section.

**Following receipt of your complaint:**

- (i) We aim to resolve all issues where possible on the spot.
- (ii) If the issue requires further investigation we will send you a written acknowledgement of your complaint within 5 business days and give you the name of the person dealing with the issue.
- (iii) If for some reason, we have not resolved your complaint within 20 Business Days we will send you a written update
- (iv) In exceptional circumstances, where the matter is not resolved within 40 Business Days we will write to inform you and let you know when you can expect a full reply. We will also include contact details of the Financial Services Ombudsman

Every effort will be made to agree a fair and reasonable resolution with you. However, if you are not satisfied with our response please contact our Customer Relations Department at:

Customer Relations Department, **permanent tsb**,  
Churchyard Lane, Douglas, Cork.  
Tel: (021) 730 4567  
Fax: (021) 730 4597

Email: [CustomerRelationsDepartment@permanenttsb.ie](mailto:CustomerRelationsDepartment@permanenttsb.ie)

**We will do our best to resolve the matter to your satisfaction through our internal complaint procedures. If you are still unhappy with the outcome of your complaint you may refer the matter to the Financial Services Ombudsman for arbitration. The Ombudsman is an independent adjudicator whose services are available free of charge to customers who have unresolved complaints with their service provider. The Ombudsman will only become involved after the matter has been processed through our internal complaint procedures so it is important that you firstly give us the opportunity to resolve your problem.**

**The Ombudsman may be contacted at the**

**following address:**  
**Financial Services Ombudsman's Bureau,**  
**3rd Floor, Lincoln House,**  
**Lincoln Place, Dublin 2**  
**Lo Call: 1890 882090**  
**Tel: (01) 6620899**  
**Fax: (01) 6620890**

A customer service adviser may terminate a telephone call made by you if you become abusive or engage the adviser in vexatious or frivolous requests.

**30 CONTACTING US:**

At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your statements or online at [www.permanenttsb.ie](http://www.permanenttsb.ie)

Our address is:

56/59 St. Stephen's Green, Dublin 2

For lost, stolen or misused Cards or Security Features, telephone us, 24 hours a day, at:

1800 687 687 (or, if calling from outside Ireland, at +353-1-212 4290).

For all other queries telephone us during the following hours; Monday to Friday 8am to 10pm (excluding bank holidays) and Saturday & Sunday 10am to 5pm:

1890 500 121 (or, if calling from outside Ireland, at +353-1-212 4101).

**31 CONTACTING YOU:**

You shall immediately notify us of any change of address or any change of contact number, including without limitation any change of number where you use Devices to access and use our OPEN24 Service.

Subject to applicable law, we may contact you by post, fax, phone, online, by email or in person.

**32 ELECTRONIC COMMUNICATIONS AND RECORDS:**

You agree that we may, at our option and/or in connection with the OPEN24 Service, contact you electronically and use and record electronic information, documents, originals and records and that you will not object to any electronic records or electronic information being used including, without limitation in any proceedings, purely because they are in electronic form or because they may not be best evidence available of the matters to which they relate.

### 33 GOVERNING LAW:

The Agreement is governed by the laws of Ireland and for our benefit you submit to the Irish Courts with respect to any dispute arising out of or in connection with the Agreement.

### 34 SEVERABILITY:

If at any time any of these Conditions is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

## CURRENT ACCOUNTS

### Terms and Conditions

#### 1 SCOPE:

The terms and conditions in this section (the "Current Account Conditions") apply to the operation of the various current Account products offered by us and (unless agreed in writing to the contrary) apply in addition to the General Conditions, and are deemed to be incorporated into and form part of the Conditions and all relevant Agreements between us for such Accounts. In the event of any inconsistency or ambiguity between the General Conditions and the Current Account Conditions, the Current Account Conditions shall apply.

#### 2 NEGOTIABLE INSTRUMENTS:

- (a) Bills of exchange, cheques, drafts or other negotiable instruments are accepted subject to examination and negotiation and are transmitted for collection at your risk. Items credited to an Account may not be drawn against until cleared (that is, until any lodgement made by cheque or similar instrument has been honoured).
- (b) In the event that any item is returned unpaid, we may debit the Account to which it was originally credited and/or any other Account held in the Bank by you.
- (c) In the case of a lodgement made in a branch office of the Bank of a cheque or a draft drawn on a bank within Ireland, the normal clearing period is 5 clearing business days from the date of the lodgement.
- (d) In the case of a lodgement in a branch office of the Bank of a cheque or a draft in a foreign currency

or a euro cheque or draft drawn on a bank outside Ireland, the normal clearing period is 25 clearing business days from the date of the lodgement.

#### 3 PAYMENT INSTRUCTIONS:

The provisions of Condition 12 of the General Conditions apply to any payment instructions issued in respect of your Account.

#### 4 OPERATING IN CREDIT AND OVERDRAFTS:

- (a) Save where we have granted an overdraft Facility on an Account, each Account must be operated in credit. Where a Facility has been granted on an Account, the Account must be operated within the overdraft limit from time to time applicable to the Account.
- (b) Without prejudice to condition 4(a) of these Current Account Conditions, we may at our discretion permit you to overdraw in excess of an agreed overdraft limit or where no overdraft limit has been agreed. However permitting an excess on any particular occasion or occasions (however frequent) shall not oblige us to do so on any other occasion. We will notify you where you have failed to operate your Account in credit for more than a month, or if you have an overdraft, where you have operated your Account in excess of the agreed overdraft limit for more than a month.
- (c) The granting by us of a Facility on an Account shall be subject to such terms and conditions as may be agreed between us.
- (d) Where we, in the absence of a Facility, have permitted you to overdraw on an Account, the amount overdrawn will be repayable on demand.

#### 5 DEBIT INTEREST:

- (a) Where we have granted a Facility on an Account, debit interest is calculated and charged on a daily basis on the cleared daily debit balance on the Account. That is, allowance is not made for cheques, drafts or other credits lodged until value has been received or for credit interest accrued but not yet credited to the Account.
- (b) Debit interest will be debited to the Account quarterly (or such other intervals as may be agreed) in arrears and on final payment.
- (c) Details of interest rates are available on our Website and in-branch. Unless we agree otherwise with you, we may vary our interest rates

at any time at our discretion. Any changes in the applicable interest rate will be announced by: (i) advertisement published in at least one national newspaper published and circulated in Ireland; and (ii) statement of account addressed to you in accordance with our terms and conditions.

- (d) In addition to debit interest, a surcharge will apply to any drawings under the Facility in excess of the prevailing credit limit. Such excess drawing, if any, cannot under any circumstances be taken by you as an implied increase in your Facility limit.
- (e) Where there is a debit balance on an Account for which no Facility has been authorised, both debit interest and surcharge interest will be charged on such balance.
- (f) Any surcharge arising will be calculated and debited to your Account in the same manner as interest. The rate of surcharge interest is available in our Fees Booklet.
- (g) Where the interest to be charged is above €12.70, it will be pre-notified to you 14 days in advance of being debited from your Account.

## 6 CREDIT INTEREST:

- (a) Certain current Account products may from time to time be eligible to earn credit interest. Where a current Account is entitled to credit interest such interest is calculated on a daily basis on the cleared credit balance. That is allowance is not made for cheques, drafts or other credits lodged until value has been received. Tiered rates of interest may be applied at our discretion. Interest will be credited to the current Account quarterly (or at such other intervals as may be agreed) in arrears less DIRT as appropriate at such intervals as are applicable to the Account type and on final payment. Interest will not be paid on any amount debited on the current Account in respect of the day of each such debit.
- (b) The rate of interest payable in respect of credit balances and the manner of calculation thereof may be varied at our discretion from time to time.
- (c) Where the rate of Interest is varied we will notify you by giving you at least 2 months notice unless we are permitted by law to give you a shorter period of notice.
- (d) Where, pursuant to Condition 6(a) of these Current Account Conditions, you open an Account or you are already the holder of an Account which, for the purposes of these Conditions, is eligible to earn

credit interest\*, we will credit interest annually, applicable to Account balances of up to €1,500.00 (or such other amount as we may, from time to time, allow), subject to the following conditions:

- (i) In the case of you having an existing eligible Account known as a Switch Current Account, you must register for the OPEN24 Service and also request, through the Website, that the interest be credited to your relevant Account subject to the conditions in this Condition 6(d) whereupon interest will accrue not later than 7 Business Days from the date of such request.
  - (ii) You must arrange for a cleared minimum lodgement of €1,500.00 per calendar month (or such other amount as we may from time to time decide).
  - (iii) The relevant Account will continue to be eligible for interest where you have failed to lodge the minimum amount in any 2 months within the calendar year.
  - (iv) The relevant Account must remain open as at the close of business on the 31st December in each year in order for the interest to be credited to the Account.
  - (v) The Account type is non-business and/or is not a Student Current Account.
  - (vi) Account holders who from our records are student or business customers are not eligible to earn credit interest.
  - (vii) The interest rate applicable to the eligible Account shall be our Standard Switch Current Account Credit interest rate (subject to any other interest rate which we may introduce from time to time under certain circumstances) applicable on cleared Account balances of up to €1,500.00 (or such other amount as we may from time to time allow) and which interest rate may be varied at our discretion from time to time.
  - (viii) Where any of the above Conditions are not complied with in any one calendar year, interest will not be paid and will not be credited to that Account for that calendar year.
  - (ix) Notwithstanding the provision in Condition 6(a) of the Current Account Conditions for the crediting of interest on a quarterly basis, credit interest will be credited less DIRT, where applicable, on the next Business Day following the 31st December of each year.
- (e) Where pursuant to 6(a) of these Current Account Conditions, you open a **permanent tsb** Current Account on or after 6th March 2013, you will be eligible to earn credit interest annually, applicable to balances of up to €1,500 (or such other amount as we may allow from time to time allow) lodged to



the **permanent tsb** Current Account subject to the conditions referred to in Condition 6(d) (iv), (v), (vi) and (ix) of these Current Account Conditions and to the further condition that the interest rate applicable shall be the **permanent tsb** Current Account credit interest rate (subject to any other interest rate which we may introduce from time to time under certain circumstances) applicable on cleared account balances of up to €1,500 (or such other amount as we may from time to time allow) and which interest rate may be varied at our discretion from time to time.

- \* Switch Current Account, Current Account, Current Account Plus and Loyalty Current Account (excluding Loyalty Accounts which are not described on account statements as Loyalty Current Accounts).
- \*\* New customer is a customer who has no existing current account with the Bank.

## 7 SWEEP FACILITIES:

- (a) In certain circumstances we may at your request grant a facility (a 'Sweep Facility') on an Account, that is to say a facility under which we may transfer funds from another designated account with us to meet payment or withdrawal requests or other debits on the Account. If a Sweep Facility is granted it will be subject to our terms and conditions applicable from time to time to Sweep Facilities.
- (b) Where you have requested and we have agreed that a Sweep Facility will apply to an Account, you shall specify to us the other account (the 'Specified Account') with the Bank from which transfers may be made by us so that sufficient funds are available on the Account to meet payment or withdrawal requests or other debits on the Account.

## 8 CHEQUE TRANSACTIONS:

- (a) The Customer shall not draw any cheques which would create any unauthorised overdraft or which would cause any authorised overdraft limit to be exceeded.
- (b) Cheques must be kept safe and all reasonable care and precautions should be taken by the Customer against either being lost or stolen.
- (c) The amount of any cheque transaction shall be debited from the Account within the normal clearing cycle (usually 5 Business Days).
- (d) We will not normally pay a cheque which is more than 6 months old. We will not be liable to you for

any loss or expense you may incur as a result of having paid the cheque.

- (e) If the cheque book is lost/stolen or mislaid, the Customer shall immediately notify us in the manner specified in Condition 15 (b) of the General Conditions.

## 9 CARDS:

Any Card issued by us in respect of an Account shall also be subject to our terms and conditions applicable from time to time to such Card or Cards which are available at the application stage, online on our Website and which are provided at the time of issue of the relevant Card.

## 10 MINORS:

Where you are a minor, the Account will be transferred on your 18th birthday to another personal current account available from the Bank and will be subject to the conditions relevant at that time unless we notify you of an alternative procedure to apply in such circumstances.

## 11 THIRD LEVEL STUDENT CURRENT ACCOUNT:

In addition to the above Current Account Conditions and the General Conditions, the following terms and conditions in this Condition 11 apply to the Third Level Student Current Account (hereinafter 'Student Current Account')

- (a) You must be 18 years of age or over and in full time third level education at an Approved Institution as recognised by the Central Applications Office (CAO) (an 'Approved Institution') to apply to open or convert an existing current Account to a Student Current Account.
- (b) A Student Current Account can be maintained at our discretion from the date of opening or conversion to a Student Current Account until the earlier of:
  - (i) the expiry of a period of five years from the date you convert or open the Account; or
  - (ii) the date you advise us that you have ceased to be a full time third level student, whereupon we will convert the Student Current Account to a personal current account available at that time subject to the terms and conditions of that Account.
  - (iii) Where you open a Student Current Account after the 15th August 2010 and 5 years has elapsed since the date of opening of the

account or, if earlier, you cease to be a full time third level student, your Student Current Account will convert to a personal current account available at that time subject to the terms and conditions of that Account.

- (c) We will give you 30 days notice prior to the conversion from a Student Current Account to a personal current account available at that time subject to the terms and conditions of that Account where the Student Current Account is opened after the 15th August 2010, where the conversion takes place in the circumstances set out in Paragraph (b) (i) of this condition 11.
- (d) Where your full time third level education extends beyond five years the period may be extended with our agreement for a further period.
- (e) To open the Student Current Account, you are required to provide evidence in writing of enrolment in a full time third level educational course at an Approved Institution, which includes full time postgraduate studies with a minimum duration of one academic year. You may from time to time be required to produce evidence of attendance in full time third level education at an Approved Institution.
- (f) You may only have one Student Current Account at any time and the Account must be in your sole name.
- (g) You as the Student Current Account holder are entitled to claim an exemption from certain fees and charges set out in Condition 11 of the General Conditions. You must request the exemption at the time of opening of or conversion to, a Student Current Account and for certain transactions/services you must also request the exemption at the time of the transaction/service (for example purchase/sale of bank drafts, foreign cheques and notes).

## 12 PERMANENT TSB CURRENT ACCOUNT (OPENED ON OR AFTER 6TH MARCH 2013)

- (a) When you open a **permanent tsb** Current Account on or after 6th March 2013 in accordance with 6 (e) of the Current Account Conditions, you will be entitled:
  - (i) to earn credit interest subject to 6 (e) of the Current Account Conditions and
  - (ii) to obtain exemption from the requirement to pay quarterly account maintenance fees provided you lodge a minimum cleared balance of €1,500 to the **permanent tsb** Current Account in each calendar month. Failure to

make such a lodgement in any calendar month will result in the loss of the exemption from quarterly account maintenance fees for the quarter during which the lodgement was not made.

- (b) Statements will only be provided on the **permanent tsb** Current Account in an electronic form, that is, in the form of an eStatement (see eStatements in Condition 15 under OPEN24 Service). eStatements are a requirement of the **permanent tsb** Current Account and you must be registered for the OPEN24 Service to view them.
- (c) By opening a **permanent tsb** Current Account in accordance with Condition 6 (e), of the Current Account Conditions, you consent to receive statements on your **permanent tsb** Current

Account electronically (i.e. through eStatements) via the OPEN24 Service.

## CREDIT LIMITS / OVERDRAFTS

### Terms and Conditions

#### 1 SCOPE:

The terms and conditions in this section (the "Facility Conditions") apply to the operation of a Facility on your Account and (unless agreed in writing to the contrary) apply in addition to the General Conditions, and are deemed to be incorporated into and to form part of the Conditions and any relevant agreements between us for such Account and/or Facility. In the event of any inconsistency or ambiguity between the General Conditions and the Facility Conditions, the Facility Conditions shall prevail.

#### 2 FACILITY:

Any Facility, if approved, will be a euro facility, (unless otherwise stated). You may drawdown on the Facility at any time up to a maximum of your approved credit limit (or any increase or decrease thereof as notified to you) on your Account on which the Facility is made available. Please note that cheques/debits presented over and above the prevailing credit limit may be returned unpaid without notification or advice to you. The giving of notice or advice to you on any occasion or occasions shall not oblige us to notify or advise you on any subsequent occasion.

### **3 VARIATION OF CREDIT LIMIT:**

We may vary your credit limit by giving you 10 days notice or such other notice as is legally required. If you request the variation, we may notify you that it is to take effect immediately.

### **4 REPAYMENT:**

In accordance with our normal practice, all amounts drawn and outstanding under the Facility and all interest and other sums payable in respect of the Facility will be due and payable, or, as the case may be, repayable at any time forthwith on demand.

### **5 EXPIRY:**

Without limiting or affecting our rights under Condition 4 of these Facility Conditions, the Facility will continue until the expiry date specified for the Facility. If no such date is specified, the Facility shall be subject to periodic review (which will normally be on an annual basis) and we may terminate the Facility at any time by giving you such notice, if any, as is legally required. If we make demand under Condition 4 we may also prohibit any further drawdown on the Facility and proceed to terminate the Facility by giving you such notice, if any, as is legally required. You may terminate the Facility at any time by notifying us in writing and repaying all amounts outstanding on the Facility and all interest accrued (but unpaid) up to the date of repayment.

### **6 RIGHT OF WITHDRAWAL**

In addition to your contractual right to terminate this Facility at any time in accordance with Condition 5, you also have the right under applicable law to withdraw from the Facility within 14 calendar days (the "withdrawal period") of concluding the Facility agreement or receiving it or a copy of it (whichever is the later). If you withdraw from this Facility within the withdrawal period you must repay, within 30 days of dispatching notice to us of your withdrawal, the amount borrowed with interest to the date of repayment. If you do not exercise your right of withdrawal the terms of this Facility will continue to apply.

### **7 INTEREST:**

Interest will be payable on the cleared daily debit balance under the Facility at the applicable interest rates as varied from time to time at our discretion and will be debited to your account quarterly in arrears and on final payment. Interest will accrue from day to day and be calculated on the basis of the actual number of days elapsed and a 365 day year or 366 day in a leap year and will be payable as well after as before any judgment

or demand. Any changes in the applicable interest rate will be announced by: (i) advertisement published in at least one national newspaper published and circulated in Ireland; and a (ii) statement of account addressed to you in accordance with our terms and conditions.

In addition to debit interest, a surcharge will apply to any drawings under the Facility in excess of the prevailing credit limit. Any surcharge arising will be calculated and debited to your Account in the same manner as interest at the bank's surcharge interest rate as applicable from time to time.

Such excess drawing if any, cannot under any circumstances be taken by you as an implied increase in your credit limit. The rate of surcharge interest is available in our Fees Booklet.

### **8 SECURITY:**

The Facility must be secured at all times by the security, if any, specified by us. Any mortgage which we hold over a property which is a housing loan (within the meaning of applicable consumer credit law) for your general liabilities to us will not secure the Loan if it would cause the Loan to be a 'housing loan' (within the meaning of that Act).

### **9 FEES AND EXPENSES:**

You will pay on demand all costs and expenses incurred by us preserving or enforcing or seeking to enforce or preserve our rights under the Facility. You will also be liable to pay such other fees and expenses as may from time to time be applicable to the Facility in accordance with our standard fees and expenses as applicable from time to time.

### **10 MINIMUM CREDIT PERIOD:**

The Facility is subject to the condition that your Account on which the Facility is made available must operate in credit for a minimum period of 30 days (consecutively or otherwise) in any 12 month period. If this Condition 10 of the Facility Conditions (as amended, extended or replaced from time to time) is not complied with, the interest rate may be reviewed by us and a higher rate charged retrospectively.

### **11 SET OFF:**

We may (but shall not be obliged to) transfer at any time the whole or any part of any balance standing to the credit of any account(s) maintained by you with us to any debit balance on any other account(s) regardless of whether such accounts are with different branches and/

or are denominated in different currencies.

## 12 STATUTORY RIGHTS:

No provision in the Conditions shall affect your statutory rights under applicable consumer credit law or any regulations made thereunder. In the event of any conflict between these the Conditions and such rights, your statutory rights shall prevail.

## 13 SPECIAL CONDITIONS:

If there is any conflict between any special conditions specified by us in relation to the Facility and the Conditions, the special conditions shall prevail.

## 14 JOINT AND SEVERAL LIABILITY:

If the Account is a Joint Account, the liability of each Joint Account Holder for the Facility shall be joint and several and the act of default of any one of the Joint Account Holders shall be deemed to be the act or default of all of the Joint Account Holders. We may release or grant time or indulgence to any of the Joint Account Holders without affecting our rights against the other(s) of the Joint Account Holders.

## 15 ASSIGNMENT:

We may assign or transfer our rights, benefits and/or obligations in relation to the Facility and we may impart any information concerning you or the Facility to any actual or proposed assignee or transferee. Our successors, assigns and transferees will be able to enforce and proceed upon the Facility as if a party thereto.

## 16 CORRESPONDENCE:

A copy of the Facility Conditions are provided to each of the other contracting parties. All other correspondence will be sent to the Primary Address in accordance with the General Conditions, save in the case where the conditions of the Account stipulate that statements be issued by electronic means (i.e. eStatements).

## 17 NOTICES:

Any notice or demand in respect of the Facility may be served by us on you personally or by being left at or posted to your address last known to us. Any notice or demand so served shall be deemed to have been served on you (i) when served (if served on you personally); (ii) when left (if left at the above mentioned address) or (iii) two days after posting (if sent by post)

and in providing service by post it shall be sufficient to show that the notice was properly addressed and posted notwithstanding that it was in fact delivered or was returned undelivered.

## 18 AMENDMENT:

These Facility Conditions shall continue to apply to your Facility unless and until altered by us in accordance with this Condition. Changes in interest will be made in accordance with Condition 7, unless we are permitted by law to give you shorter notice, we will notify you of all other changes at least two months in advance of any alteration to these Conditions.

We may notify you of any alteration to these Facility Conditions by providing you with notice of any alteration published in a national daily newspaper, and/or by notice displayed prominently at our branches, and/or by notice in writing and/or through our Website and/or by means of another durable medium, or by any other means required or permitted by law, with details of the alteration or the altered Facility Conditions.

# OPEN24 SERVICE

## Terms and Conditions

### 1 SCOPE

The terms and conditions in this section (the "OPEN24 Conditions") apply to the use of the OPEN24 Service and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated into and form part of the Conditions and any relevant Agreement between us for the OPEN24 Service. In the event of any inconsistency or ambiguity between the General Conditions and the OPEN24 Conditions, the OPEN24 Conditions shall prevail.

### 2 USE OF SERVICE AND APPLICATION OF THESE CONDITIONS

- (a) The OPEN24 Service may be accessed and utilised by Users who:
- (i) are aged 12 years or over or, if they wish to avail of credit facilities, are aged 18 years or over;
  - (ii) have requested registration and complied with our registration process;
  - (iii) have received from us a User's OPEN24 Number;
  - (iv) have created a PAN in accordance with the Operating Procedures;

- (v) have satisfied any applicable authorisation and/ or security requirements; and
- (vi) have, if they wish to avail of Internet access, created an Internet Password in accordance with the Operating Instructions, and/or, if they wish to avail of SMS Channel access, have received an SMS Access code from us.

- (b) We may in our absolute discretion, without assigning any reason, refuse to accept a request for registration.
- (c) The following Conditions govern the use of the OPEN24 Service and each User shall be bound by them.
- (d) The User undertakes to comply strictly with these Conditions and the Operating Instructions (which are designed to minimise the risk of unauthorised use of the OPEN24 Service).
- (e) The OPEN24 Service may be accessed and utilised via such Channels as we may from time to time designate. The OPEN24 Service may only be accessed and utilised in accordance with the Operating Instructions and these Conditions.

### 3 AUTHORITY TO BANK

- (a) You authorise and instruct us to act on all instructions and requests that are received through the OPEN24 Service provided the instructions and requests are made by use of the relevant OPEN24 Number, PAN and, where applicable, the Internet Password, SMS Access code and/or 2Factor Code. Although we may from time to time require other additional means of personal identification, we shall not be obliged to do so and we may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.
- (b) You must notify us without undue delay on becoming aware of the loss or theft of any OPEN24 Number, PAN, the Internet Password, SMS Access code and/or 2Factor Code. We will consider whether there has been undue delay in accordance with Condition 17(c) of the General Conditions.
- (c) A customer service adviser may decline to act on any instruction or request for information received through the OPEN24 Service when providing assistance to a User to access and/or use the OPEN24 Service if the customer service adviser believes that the OPEN24 Service is being accessed and/or used in an irregular or unauthorised manner but we shall not be liable for

any failure on the part of a customer service advisor to do so. Instructions or requests received through the Automatic Self Service System will normally be processed automatically. However, if during such processing we believe that the instruction or request is irregular or unauthorised, we may terminate such processing.

- (d) We may decline to act on any instruction or request until it has been confirmed in writing and signed by you. We reserve the right to not act on any instruction or request received otherwise than by means of a Channel authorised in respect of the Account in question.

### 4 OBLIGATIONS OF CUSTOMER

- (a) The User shall provide and maintain at the User's own expense any Devices needed to access the OPEN24 Service and shall ensure that such Devices satisfy all technical and other requirements specified by us in the Operating Instructions.
- (b) The User is responsible for disconnecting and clearing any information from any Device used to access the OPEN24 Service before leaving such Devices unattended.
- (c) The User shall delete from the memory of any Device any SMS Access code or 2Factor Code that is received. The User should memorise such numbers before deleting them from the Device. In the case of the number being forgotten, a new number can be requested through the OPEN24 Service via the Website. We shall not be liable for any loss or damage arising out of or in connection with the failure of the User to delete the SMS Access code or 2Factor Code from the Device upon receipt of same.
- (d) Information received by SMS from us will be stored on the relevant mobile Device until such time as a subsequent SMS is received from us or the User deletes the SMS, whichever occurs earlier. Accordingly, the User acknowledges that the User is solely responsible for maintaining the confidentiality and security of the Device and any such SMS after receipt. We shall have no liability to the User in respect of disclosure of any SMS after receipt.
- (e) The User shall ensure that all instructions given by the User to us through the OPEN24 Service are accurate and complete and (where applicable) prior to confirming any such instruction, shall ensure that the instruction as relayed back to the User for the purpose of confirmation through the OPEN24 Service is that which the User intends. These instructions may include providing all

necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified. The User is solely responsible for the accuracy of each instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which the User gives us. Where the User gives us inconsistent instructions (for example, where the receiving bank's Unique Identifier and its name and address details do not match) we shall not be liable for acting or not acting in accordance with any part of those instructions.

- (f) The Customer on the Account accessed and used through the OPEN24 Service will pay all applicable transactional fees and charges from time to time payable for services provided through the OPEN24 Service in accordance with the Fees Booklet from time to time applicable. All costs incurred by the User in accessing and utilising the OPEN24 Service including the cost of telephone calls and Internet access shall be at the User's expense.

## **5 NORMAL CONDITIONS CONTINUE TO APPLY**

The OPEN24 Service is a method of accessing and utilising services provided by us. Accordingly, save to the extent that these Conditions provide otherwise, all mandates relating to the Accounts and all Conditions applicable to the Accounts remain in full force and effect. In particular:

- (i) the User may not use the OPEN24 Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Failure to do so may result in a delay in the execution of the instruction or, at our discretion, a charge payable by the User to us;
- (ii) the User may not use the OPEN24 Service to create any indebtedness to us or cause any overdraft or other limit to be exceeded unless we have previously agreed that indebtedness or limit.

Accordingly, any instruction for any transaction involving a withdrawal from an Account received through the OPEN24 Service will require the User to have sufficient cleared funds in the Account or a sufficient overdraft or other Facility available on the Account in order to enable us to complete the instruction.

## **6 AVAILABILITY OF SERVICES**

- (a) Although it is our intention that the Automatic Self

Service System will be available to Users 24 hours a day 365 days a year and that customer service advisers will be available 8am to 10pm (Monday to Friday) and 10am to 5pm (Saturday and Sunday), excluding bank holidays in Ireland, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within our control or not) some or all of the Services normally available through the OPEN24 Service will not be available. Accordingly, we may from time to time, without incurring any liability to the User, temporarily suspend any or all of the OPEN24 Services for such periods as we shall determine.

- (b) We shall, on giving not less than 2 months notice to Users, be entitled to terminate permanently the OPEN24 Service or any element thereof.
- (c) We may from time to time add to, withdraw, suspend, amend or otherwise alter all or any of the Services, which may be accessed and utilised through the OPEN24 Service. Details of the Services available from time to time will be given in the Operating Instructions and on the Website. We may amend, supplement or replace the Operating Instructions from time to time.

## **7 FEES AND CHARGES**

We shall be entitled to charge transaction fees and charges to Users utilising the OPEN24 Service and from time to time to alter such fees and charges. Full details of all fees and charges from time to time payable by Users for utilising the OPEN24 Service are available at any branch of the Bank, via the OPEN24 Service or the Website and in the Fees Booklet. We may debit the relevant Account with any fees and charges payable by a User for utilising the OPEN24 Service in respect of that Account.

## **8 ACCOUNT BALANCE INFORMATION**

- (a) While we currently operate a real-time on-line system, which enables immediate updates to Accounts, the time necessary to complete the processing of instructions and requests may vary depending on whether they can be immediately processed and the nature of the instruction or request. Accordingly the User acknowledges that account balance information given through the OPEN24 Service is as up-to-date as our systems permit at the time of the User's enquiry but it may not reflect transactions that are in hand, but which still have to be processed or verified. For example, it may take account of a cheque which has been lodged to the Account but which has not yet cleared, if that cheque is returned unpaid we will debit the Account with the amount of the cheque. We will not be liable for any loss suffered by reason

of any Account balance information not being accurate or up-to-date.

- (b) Any loan Account balance provided through the OPEN24 Service may not represent the total amount required to settle that loan Account.

## 9 DEATH OF A CUSTOMER

Notwithstanding the death or incapacity of a User, we shall be entitled to provide all information requested and execute all instructions given through the OPEN24 Service with the use of that User's OPEN24 Number, PAN, Internet Password, SMS Access code and/or 2Factor Code until we have received actual written notice of such death or incapacity.

## 10 JOINT ACCOUNTS

Where an account is a Joint Account and the mandate for that Joint Account allows us to act on instructions given by any one of the Joint Account Holders, then it may be accessed through the OPEN24 Service if any of the Joint Account Holders so consents. If the mandate for the Joint Account allows us to act on instructions given by two or more of the Joint Account Holders, then it may not be accessed through the OPEN24 Service.

## 11 TERMINATION

- (a) We reserve the right to terminate the entitlement of any User to access and utilise the OPEN24 Service by writing by post, fax or e-mail or telephoning or sending a communication by any other means (electronic or otherwise) to the User:
  - (i) at any time subject to giving at least 2 months notice to the User;
  - (ii) forthwith on the breach, non-performance or non-observance by the User of any of these Conditions or the Operating Instructions;
  - (iii) on closure of any of the Accounts accessed through the OPEN24 Service; or
  - (iv) forthwith on the bankruptcy or other contractual incapacity of the User.
- (b) The User may terminate the use of the OPEN24 Service at any time by a telephone call or letter to the OPEN24 Service as specified in Condition 15(b) of the General Conditions.

## 12 THE WEBSITE

- (a) The Customer and each User acknowledges that his or her use of the Website is subject to the other legal terms and conditions governing the use of the Website and as posted on the Website from time to

time under 'Legal & Disclaimers' and agrees to be bound by same.

- (b) The Customer and each User acknowledges that the use of the Website is subject to the Data Protection and Privacy statements as posted on the Website from time to time under 'Legal & Disclaimers' and agrees to be bound by same.

## 13 SECURITY RISKS

- (a) While we have taken all reasonable security precautions, the nature of communication by the Internet and other electronic means is such that we cannot guarantee the privacy or confidentiality of any information relating to the User passing by such methods. In accessing the Website and in availing of the Services, the User accepts that communications may not be free from interference by third parties and may not remain confidential. The use of the Website is at the User's sole risk.
- (b) The User acknowledges that any SMS it sends to or receives from us must pass through systems operated by mobile communication service providers, and by third party technology providers (each an "Aggregator") routing SMS messages between us and those mobile communications services providers. No message content is captured by the Aggregator. However, the Aggregator will retain information in relation to the time and date of the SMS to or from any Device, as well as the mobile phone number associated with the Device. This information may constitute personal data of the User. Any such information will be protected by the Aggregator as confidential information and will only be used by the Aggregator on our instructions. We will only use such information for the purposes of providing the OPEN24 Service and/or in the event of a dispute.
- (c) The User accepts that the mobile communications service providers are obliged to store message content for a period of time for legal reasons. This obligation is covered in the terms and conditions of use published by the mobile communications service providers.

## 15 eSTATEMENTS

- (a) An eStatement is a statement issued in respect of the Account by electronic means and may be in a format different from a paper-based statement and may change in format from time to time.
- (b) The terms and conditions in this section (the eStatement Conditions) apply to the issue of

electronic statements, i.e. eStatements, on your Account in conjunction with the OPEN24 service and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated and form part of the Conditions and any relevant agreement between us for the OPEN24 service. In the event of any inconsistency or ambiguity between the General Conditions and the eStatement Conditions, the eStatement Conditions shall prevail. Terms that are used in the eStatement conditions will have the same definitions as those contained in the General Conditions or OPEN24 conditions, if applicable and references in the General Conditions and in the OPEN24 conditions to statements will be deemed to include reference to eStatements where appropriate.

- (c) In order to have access to eStatements, you must be a registered user of the OPEN24 service and you must also provide your mobile telephone number. eStatements can be viewed by clicking on the link on the left hand side of the account summary screen and selecting the appropriate product. You will then be presented with all available eStatements for that product. When you choose the relevant product, the statement for that product can be viewed on the screen via a pop-up window. We will retain a record of the first occasion on which you view each statement and in the case of a joint account, the viewing of a statement by one joint account holder will be deemed to be a viewing by all joint account holders.
- (d) To access your eStatement, you will need to register for the OPEN24 Service or already be so registered. eStatements will be accessible to you through the OPEN24 Service for a period of 15 months from the date of issue. It is your responsibility to save your eStatement securely should you require a permanent record.
- (e) No notification will be made to you that the eStatement is available to view and it is your responsibility to access the OPEN24 Service to check for the issue of further eStatements from time to time depending on the frequency applicable to the product or the frequency you have requested (where more frequent statements are available) and which we have agreed to provide.
- (f) When you view your eStatement, the eStatement will be displayed as a .pdf in a pop-up window. It is your responsibility to satisfy yourselves that the computer you use is secure. You must not leave access open to view by third parties and in particular you must not save any eStatement on a

computer which is not your own.

- (g) Paper statements will not be available to you where you have access to eStatements save in the circumstances set out in h) below or where you are a "vulnerable consumer" and in such circumstances a paper statement will be issued to you on request. For the purposes of this condition a "vulnerable consumer" is a natural person who;
  - (i) has the capacity to make his or her own decisions but who, because of individual circumstances, may require assistance to do so (for example, hearing impaired or visually impaired persons);and/or
  - (ii) has limited capacity to make his or her own decisions and who requires assistance to do so (for example, persons with intellectual disabilities or mental health difficulties).
- (h) Where you have access to an eStatement and you also wish to receive a paper statement, a duplicate statement fee will be applied in accordance with the fees and charges applicable to the Account.
- (i) We will not accept any responsibility for any unauthorised disclosure of or unauthorised access to any third party of the eStatement or where through carelessness or negligence you cause your eStatement to be accessed by a third party.
- (j) We may, at our discretion, at any time and for any reason and without notice suspend your access to eStatements during which time paper statements will be posted to the Account address.
- (k) We will have no more liability in respect of loss or damage sustained by you, directly and indirectly, arising out of or in relation to the provision by us, or access by you, of eStatements than would be the case if you received paper statements and for the avoidance of doubt the provisions of the General Conditions and the OPEN24 Conditions relating to the provision of information will apply, with due changes as applicable, to the provision of eStatements.

## 16 VARIATIONS OF THESE CONDITIONS

We may at any time amend, supplement or replace these Conditions as a result of changes in our policies, changes in technologies, to cater for new products, to comply with legal, taxation, or regulatory requirements or other circumstances affecting us or the services we offer. Any such amendment, supplement or replacement shall be effective and binding on the User 2 months after notice of such amendment has been notified to the User by publication in a national daily newspaper, and/



or by notice displayed prominently at our branches, and/ or by notice in writing and/or through our Website and/ or by means of another durable medium, or by any other means required or permitted by law. The User may of course, on receiving such notice, immediately terminate the use of the OPEN24 Service in accordance with Condition 11(b) of the OPEN24 Conditions.

## **BANK CARDS – (EXCLUDING CREDIT CARDS)**

### **Terms and Conditions**

#### A General Terms

#### **1 SCOPE**

The terms and conditions in this section (the “Card Conditions”) apply to your use of any Cards (excluding credit cards) issued by us and (unless otherwise agreed in writing to the contrary) are deemed to be incorporated into and form part of the Conditions and all relevant Agreements between us for the Accounts to which such Cards relate. In the event of any ambiguity or inconsistency between the General Conditions and the Card Conditions, the Card Conditions shall prevail.

#### **2 THE CARD**

- (a) The Card has a number of facilities for you including withdrawing cash, making lodgements, making payments and such other facilities or enhancements as may be attached or added to the Card by us from time to time.
- (b) There is a variety of means by which you can authorise such Transactions, these include:
  - (i) authorisation by means of your Card used in conjunction with your PIN for POS Terminal transactions or transactions using a Cash Machine;
  - (ii) authorisation by means of your Card number and in some circumstances where required, a security code, VbV password or codes for Transactions by mail, telephone, internet or using a Secure System; and
  - (iii) authorisation by means of your Card and signature where the other authorisation options in this Condition are not available.
- (c) Each Card shall be used by the Cardholder only and in accordance with the Conditions as set out herein.

- (d) The Card remains our property, is not transferable and must be returned to us at our request and we may refuse to reissue, renew or replace any Card. It may be retained by us or any person acting on our behalf.
- (e) The Cardholder is responsible for ensuring the correctness and accuracy of all payment instructions and we do not accept any responsibility or liability in respect of same.
- (f) The Cardholder’s authority for the issue of the Card shall remain in force until revoked in writing.
- (g) The Card may be cancelled, withdrawn, discontinued or suspended:
  - (i) upon 2 months notice in writing to that effect being given to the Cardholder by us;
  - (ii) on notice in writing by the Cardholder to us;
  - (iii) by us forthwith upon breach of any of the Conditions where there are serious grounds for doing so and the Cardholder is immediately informed;
  - (iv) where the Card Account is closed (for whatever reason);
  - (v) where we are required to do so for legal or regulatory reasons; or
  - (vi) in the event that we are notified or become aware that any of the circumstances in Condition 15 of the General Conditions have arisen, and/or in the circumstances set out in Condition 5 of the Card Conditions.
- (h) The Cardholder shall not use the Card to create any indebtedness to us or cause any limit to be exceeded unless that indebtedness or limit has been previously agreed by us and is in accordance with the Conditions for the Card Account(s).
- (i) The Cardholder shall not use the Card before or after the period for which it is stated to be valid and shall not use the Card after any notification of its cancellation, suspension, withdrawal or discontinuance is given to the Cardholder by us or any person acting on our behalf.

#### **3 CARD PERSONALISATION**

Cards may be personalised. Additional conditions relating to personalisation of Cards will apply to Cards which have been personalised, and such further conditions are outlined during the Online Card Personalisation process, and are available on our Website. Charges for the Card personalisation service are set out in the Fees Booklet.

#### 4 OUR OBLIGATIONS

We shall:

- (a) exercise due care when issuing a PIN or other codes and shall be under an obligation not to disclose the Cardholder's PIN or other code except to the Cardholder;
- (b) keep for a period of time adequate to the purposes of the information, internal records to enable operations to be traced and errors to be rectified; and
- (c) on receipt of notification of the loss, theft, mislaying or copying of the Card, take all reasonable steps open to it to stop any further use of the Card.

#### 5 SECURITY OF CARD VbV PASSWORD AND PIN

- (a) The following provisions in this Condition 5 shall apply in addition and without prejudice to the obligations on the Cardholder under Condition 15 of the General Conditions.
- (b) The Cardholder shall take all reasonable steps to keep the Card safe and shall sign the Card immediately on receipt and shall keep it separate from any cheque book (where applicable) and destroy the PIN immediately on receipt and shall not divulge the PIN, VbV password to any other person, or note the PIN, VbV password on the Card or on anything carried or associated with the Card in any form that would be intelligible or otherwise accessible to a third party if access is gained to the Card or Account(s), honestly or dishonestly or in an unauthorised or irregular manner.
- (c) The Cardholder shall notify us of any change of address.
- (d) We may request a Retailer in the course of a Card transaction to retain the Card or cancel the Card (by cutting same into two pieces through the magnetic stripe) and to return it to us where the Card has been reported lost, stolen, mislaid, copied, withdrawn, cancelled or suspended by us in accordance with the Card Conditions or used in breach of Conditions 13(b) or 13(d) of the Card Conditions
- (e) Notwithstanding Condition 22(a) of the General Conditions, we will refund to the Card Account the amount of any unauthorised Card Transaction and, where necessary, restore the Card Account to the state it would have been in had the transaction not taken place. However:

- (i) This Condition 5(e) of the Card Conditions only applies where you are a Consumer, or, subject to Condition 5(f) of the Card Conditions, a Micro Enterprise, and where the payer's bank and the payee's bank were both located in the EEA and the payment in question was in euro or the currency of a member state of the EEA outside the euro area.
- (ii) If the unauthorised Card Transaction resulted from the loss or theft of the PIN, VbV password or any other security features or your failure to keep those security features safe you will be liable for the first €75 of loss suffered by you.
- (iii) You will be liable for the full amount of unauthorised Card Transactions where:
  - you intentionally, fraudulently, or with gross negligence fail to adhere to the safe keeping requirements and/or non-disclosure obligations in respect of your Card, PIN, VbV Password or other Security Feature; or
  - any Card is used by any person outside the terms of this Agreement and who has possession of it with your consent, or
  - you have intentionally, or because of your lack of reasonable care, failed to notify us of the loss, theft or misappropriation of the Card or any Security Feature without undue delay.
- (a) You must exercise all reasonable care to ensure the safety of the Card and prevent the PIN and VbV Password or other Security Feature becoming known to any other person. We consider lack of reasonable care to be but not limited to circumstances where:
  - (i) the Card is lost or stolen and the PIN, VbV Password or other Security Feature became known or available to a third party who then has access to the Card (e.g. a finder or thief) or
  - (ii) someone possesses the Card with your consent and uses it or gives it to someone else or
  - (iii) your PIN, VbV Password or any other Security Feature is easily obtained or guessed by someone else.
- (b) In addition to taking the necessary steps to safeguard your Card, PIN and/or VbV Password as set out in this Condition 5(e) you must keep your Card secure at all times and you must not:
  - (i) let anybody use your Card, PIN or VbV Password.
  - (ii) reveal your Card number to anyone except when completing a transaction or when reporting the Card lost

- or stolen or where it is likely to be misused; or
- (iii) disclose, record or write your PIN or VbV Password or other code allocated to you or record the PIN or VbV Password on the Card or on any item which you usually keep or carry with the Card or in any form that would be intelligible or otherwise accessible to someone else.
  - (iv) If there is undue delay on your part in notifying us of an unauthorised Card Transaction, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement for your Account showing the relevant unauthorised debit to your Account.
  - (v) In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.
- (f) Condition 5(e) of the Card Conditions shall not apply to Micro-Enterprises in the event that the regulations which implement the PSD in Ireland permit us to exclude Micro-Enterprises from the scope of the provisions of Articles 60 and 61 of the PSD.
- (g) In all other cases, you will be responsible for any loss sustained, up to the time of notification to us in accordance with Condition 15(b) of the General Conditions. Your liability will be limited to an overall limit of €75, except in the following circumstances
- (i) if the Cardholder acted, knowingly, fraudulently or with lack of reasonable care; or
  - (ii) if the Cardholder has failed to use the Card in accordance with the terms of these Conditions, including Condition 5(a) of the Card Conditions; or
  - (iii) if any Card is used by any other person outside the terms of these Conditions and who has possession of it with the Cardholder's consent; or
  - (iv) if you do not notify us in accordance with Condition 15(b) of the General Conditions that a Card has been lost, mislaid, copied, stolen or used, or is likely to be used, for a fraudulent or improper purpose.

## 6 AVAILABILITY AND MALFUNCTION OF CARD FACILITIES

- (a) We shall not be obliged to provide Card Facilities at all times or at any particular hours or places. In the

event of breakdown or malfunction of any system used or in connection with the Card Facilities or where security so demands in the protection of the Cardholder and/or the integrity of the Card and the Card Facilities, we shall have no liability whatsoever to the Cardholder arising from the breakdown or malfunction, other than as set out at Condition 5(e) of the Card Conditions and shall be entitled to temporarily suspend or decline the Card facilities being accessed for such reasonable period as may be required to remedy the defect or resolve the security risk. We shall not be liable for any delay, suspension or failure in performing any of our obligations in respect of the use of the Card or Card Facilities or for any loss whatsoever arising there from where such delay, suspension failure or loss arises directly or indirectly from an act of God, civil disturbance or industrial dispute.

- (b) We shall only be liable for the direct loss of the principal sum(s) debited to the Card Account and any interest thereon incurred by a Cardholder due to system malfunction of the Card Facility directly within our control. We shall not be held liable for any loss caused by a technical breakdown of the Card Facilities if this was recognisable to the Cardholder by a message on the display of the Device or was otherwise obvious. Our responsibility shall be reduced where the Cardholder has contributed to the fault.

## 7 FEES AND CHARGES

- (a) We shall charge to the Card Account(s) the amount of any fees and charges for providing the Card, Card Facilities and in respect of Card Transactions which may be altered from time to time by us, together with the amounts of any government duty payable in respect of the Card, Card Facilities and Card Transactions. Full details of the fees and charges applicable shall be available at any branch of the Bank and in the Fees Booklet.
- (b) Any amount charged to the Card Account for the use of the Card (where the facility is available) for euro withdrawals outside the EEA and on all non-euro withdrawals, by way of a Card Transaction,, will be converted into euro at an exchange rate determined by us on the date such amounts are debited to the Card Account. Full details of the fees and charges applicable shall be available at any branch of the Bank and in the Fees Booklet.

## 8 JOINT ACCOUNT HOLDERS

Where the Card Account(s) is/are in joint names, the Joint Account Holders shall be jointly and severally liable for the Card Account(s) and shall remain so liable

notwithstanding any cancellation of this Agreement or termination of the mandate for the operation of such Joint Account(s).

## 9 AMENDMENT OF TERMS AND CONDITIONS

We reserve the right at all times to introduce new terms and conditions and/or to amend existing terms and conditions relating to the Cards. Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any amendment to these terms and conditions. We may notify the Cardholder of the amendment by publication in a national daily newspaper, and/or by notice displayed prominently at our branches, and/or by notice in writing and/or through our Website and/or by means of another durable medium, or by any other means required or permitted by law, and shall be binding on the Cardholder upon any subsequent use by the Cardholder of the Card following such notice. In the alternative, the Cardholder shall be entitled, on receiving such notice, to immediately terminate this Agreement and shall forthwith discharge all/any outstanding liabilities to us and shall return the Card (duly cancelled by being cut in two pieces through the magnetic stripe) to us.

## 10 THE AGREEMENT

The Agreement will be treated as having been executed within the Dublin Metropolitan area at 56/59 St Stephen's Green, Dublin 2.

## B CASH MACHINE TRANSACTIONS WHERE AUTHORISED BY THE BANK FOR THE CARDHOLDER

In addition to the above terms and conditions, the following terms and conditions apply to Cash Machine Transactions.

### 11 CASH MACHINE TRANSACTIONS

#### (a) WITHDRAWALS

- (i) We shall debit the Card Account(s) of the Cardholder with the amounts of all cash withdrawals within Ireland or Northern Ireland (where this facility is available) or in any other country where the Cash Machine Transaction is effected by means of the Card except for any disbursements made after the Cardholder has notified us of its loss, theft, mislaying, copying, unauthorised or irregular use subject to and in accordance within the Conditions.
- (ii) A Cash Machine transaction updates a Card Account immediately and it appears on the next statement issued to the Cardholder on the Card Account.
- (iii) Entries in the Card Account(s) of the Cardholder

in respect of Cash Machine Transactions shall be treated as valid and will be binding on the Cardholder (and any Joint Account Holders on the Card Account) and us until proved incorrect.

- (iv) The amount of cash which may be withdrawn from an Cash Machine shall not exceed €1500 per day or such other limit as we may fix from time to time. The Cash Machine owner may impose lower limits.

#### (b) LODGEMENTS

- (i) The Cardholder may lodge to the Card Account(s) using the Card at **permanent tsb** only where this facility is available. An ATM lodgement envelope should be used for all lodgements. Such lodgements should consist of notes (not coins) and/or cheques drawn in favour of the Customer of the Card Account or endorsed to order. The value of Bank notes in any such lodgements shall not exceed such aggregate amount as we may notify from time to time by general notice to the Cardholders or otherwise.
- (ii) The provisions of Condition 12 of the General Conditions shall apply in respect of lodgements using the Card.

## C DEBIT CARD FACILITIES WHERE AUTHORISED BY THE BANK FOR THE CARDHOLDER

In addition to the above Conditions, the following Conditions apply to Debit Card Transactions

### 12 PAYMENT CARD GUARANTEE – DEBIT CARD TRANSACTIONS

- (a) Subject to the limits set out in Condition 13(b) of the Card Conditions, we guarantee payment of Debit Card Transactions made by the Cardholder using the Card within Ireland if:
  - (i) the Card has not been deliberately altered or defaced in any way;
  - (ii) the Card is presented by the Cardholder to the Retailer, the Debit Card Transaction is effected through a POS Terminal and the correct PIN is entered into the terminal; or the Debit Card Transaction is a Cardholder Not Present Transaction; or a Debit Card Transaction slip is signed in the presence of the Retailer, the signature corresponds with the specimen on the reverse of the Card and is that of the Cardholder named on the Card;
  - (iii) The Debit Card Transaction is completed before the expiry date of the Card; and

- (iv) The Cardholder authorises, and does not revoke, the Debit Card Transaction in accordance with these Conditions.
- (b) The maximum value of any one Debit Card Transaction which may be effected by the Cardholder is €1500 and an aggregate value of €2500 within a 24 hour period, or such lower limits as may be determined by us in our sole discretion and notified to you from time to time, or as may be imposed by the Cash Machine owner. The amount of cash obtained (if any) in the course of any Debit Card Transaction is limited to €100.
- (c) Subject to the limits set out in Condition (d) of the Card Conditions, we guarantee payment of Debit Card Transactions made by the Cardholder using the Card outside Ireland if:
  - (i) the Card has not been deliberately altered or defaced in any way.
  - (ii) the Card is presented by the Cardholder to the Retailer, the Debit Card Transaction is effected through a POS Terminal and the correct PIN is entered into the terminal; and/or a Transaction Slip is signed in the presence of the Retailer, the signature corresponds with the specimen on the reverse of the Card and is that of the Cardholder named on the Card.
  - (iii) The Debit Card Transaction is completed before the expiry date of the Card.
  - (iv) The Cardholder authorises, and does not revoke, the Debit Card Transaction in accordance with these Conditions.

- (d) The maximum value of any one Card Transaction which may be effected by the Cardholder is €1500 and an aggregate value of €2500 within a 24 hour period, or such lower limits as may be determined by us in our sole discretion and notified to you from time to time, or as may be imposed by the Cash Machine owner.
- (e) The amount of any transaction effected outside of the Eurozone will be converted to euro at the rate of exchange applicable on the date the transaction is debited to the Account. This rate may be set by us or may be set in accordance with the procedures of the Visa Scheme. Where the Visa Scheme procedures are followed, we will have no control over the applicable exchange rate which is set and accordingly the date of conversion may not be the date of the transaction. We have no control over when the transaction will actually be processed by the Visa Scheme as this depends on when the merchant sends details of the transaction to the scheme. We can provide you with an indicative

rate of exchange on the day of the transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a transaction and the date on which the transaction amount is debited to the Account. Our contact details are set out at Condition 30 of the General Conditions.

- (f) Entries in the Card Account in respect of all Card Transactions except Debit Card Transactions that are effected by Chip enabled terminals will be prima facie evidence of such Card Transactions and will be binding on the Cardholder(s) (and any Joint Account Holders on the Card Account) and us. In the case of a Debit Card Transaction, it is our responsibility to prove that the instruction was accurately authenticated, recorded, entered in the accounts and not affected by a technical breakdown. It is not sufficient to rely solely on the fact that the Card Transaction was effected by Chip enabled terminals or other Secure System. If the Cardholder denies that his/her Card and if applicable his/her PIN or other Security Feature have been used to make a transaction has been incorrectly executed, we shall show by providing an abstract of our internal records that the operation was accurately recorded and entered into the Card Accounts and was neither effected nor affected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar transactions shall constitute prima facie evidence that the system was functioning properly.

### 13 PAYMENTS

- (a) Payments using the Card may not be countermanded by a Cardholder for whatever reason and we may debit the amount of any such payment to the Card Account.
- (b) Debit Card Transactions will reduce the available balance on the Card Account, even though the relevant Debit Card Transaction might not yet appear on your statement.
- (c) The amount of any Debit Card Transaction will normally be debited to the Card Account within two days following receipt by us of the transaction record from the Retailer. This is the normal time-scale but cannot be guaranteed.

### 14 RETAILERS

- (a) In some cases it may become necessary for a Retailer to obtain specific authorisation from us or our agents to honour the Card for a particular Debit Card Transaction (even though the amount

of the transaction is within the credit balance and any authorised Facility limit on the Account). The granting of any such authorisation has the effect of reducing the credit balance and any authorised Overdraft limit on the Account.

- (b) We will not be liable for the refusal of any Retailer to accept or honour the Card, in respect of a Debit Card Transaction. This includes circumstances where it is not possible to authorise a Debit Card Transaction whether for systems reasons or because no authorisation signal has been received by us, and circumstances where authorisation is not possible because the Card has been damaged.
- (c) We are not liable for any error or omission made by a Retailer through access to the authorisation service.
- (d) Where a Retailer becomes liable to make any refund to a Cardholder, we will credit the amount to be refunded only on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer. We will not be responsible for goods and/ or services it does not supply and in relation to such goods and services we will have no dealings with a Retailer on behalf of the Cardholder.

## SAVINGS AND INVESTMENT ACCOUNTS

### Terms and Conditions

#### 1 SCOPE

The terms and conditions in this section (the "Savings Account Conditions") apply to the operation of the various savings and investment Account products offered by us and (unless agreed in writing to the contrary) apply in addition to the General Terms, and are deemed to be incorporated into and form part of the Conditions and all relevant Agreements between us for such Accounts. In the event of ambiguity or inconsistency between the General Conditions and the Savings Account Conditions, the Savings Account Conditions shall prevail.

#### 2 NEGOTIABLE INSTRUMENTS

- (a) Bills of exchange, cheques or other negotiable instruments are accepted subject to examination and negotiation and are transmitted for collection at your risk. Items credited to an Account may not be drawn against until cleared (that is, any lodgement made by cheque or similar instrument has been

honoured).

- (b) In the event that any item is returned unpaid, we may debit the Account to which it was originally credited and/or any other Account held in the Bank by you.
- (c) In the case of a lodgement made in a branch office of the Bank of a cheque or a draft drawn on a bank within Ireland, the normal clearing period is 5 clearing business days from the date of the lodgement.
- (d) In the case of a lodgement in a branch office of the Bank of a cheque or a draft in a foreign currency or a euro cheque or draft drawn on a bank outside Ireland, the normal clearing period is 25 clearing business days from the date of the lodgement.

#### 3 PAYMENT INSTRUCTIONS:

- (a) Subject to Condition 3(b) of the Savings Account Conditions, the provisions of Condition 12 of the General Conditions apply to any payment instructions issued in respect of your Account.
- (b) Your Account may be subject to restrictions as to the type of payment instruction which may be issued on your Account.

#### 4 NOTICE OF WITHDRAWAL

- (a) Where the required notice of withdrawal (as specified in the application form for the Account) is not given to us, a charge will be payable by you to us. The charge will be applied on the sum to be withdrawn for the number of days for which notice has not been given. The charge will be applied at a rate, being the difference between the rate being paid on the Account and a rate one percent below our Flexisaver Account demand rate. Where this results in a charge greater than the rate of interest payable on the Account, the charge will be limited to the rate payable on the Account.
- (b) Where breach of agreement is sought by you, a charge equal to the cost to us of replacing the funds for the remaining period of the agreement applies.
- (c) Where pursuant to these terms and conditions, we are entitled to a period of notice of any withdrawal, in the event of notice of a withdrawal or transfer being given to us, there is a subsequent cancellation of the withdrawal or transfer before payment is made by us or the transfer effected, a full period of notice will be required in relation to any subsequent withdrawal and any previous notification shall be deemed to have no effect.

## 5 INTEREST

- (a) Where the balance in the Account is reduced below the minimum balance applicable to that Account, the interest rate will be that applicable to the then current balance in the Account.
- (b) Interest is calculated on a daily basis on the cleared balance. Allowance is not made for cheques lodged until value has been received.
- (c) Where the rate of Interest is varied we will notify you by giving you at least 2 months notice unless we are permitted by law to give you a shorter period of notice.

## 6 CREDIT OF INTEREST

- (a) Interest is credited to Accounts in arrears, less DIRT as appropriate, at such intervals as are applicable to the Account type.
- (b) Interest credited on monthly or quarterly Accounts or at such other periods as we may from time to time decide, may be sent by post directly to you if required provided that the balance in the Account shall not fall below the required minimum balance. In all other cases interest will be re-invested and a cheque will not be posted until such time as this required minimum balance is satisfied. At such time only, the current month's/quarter's interest or other period, as may apply from time to time, will be posted in the form of a cheque.
- (c) Annual interest is credited to the account on the first Business Day after the 20th of November, or other specified dates, of the year until the Account is closed.

## 7 SPECIAL SAVINGS ACCOUNTS

There are additional statutory conditions applicable to certain types of Special Savings Accounts. A summary of these conditions may be obtained from any branch of the Bank.

## 8 FIXED DEPOSIT ACCOUNTS

The following additional conditions apply to all Fixed Deposit Accounts save that Condition 8 (c) (i) applies to all Fixed Deposit Accounts, other than Online and Special Savings (SSA) fixed deposit accounts and Condition 8 (c) (ii) applies only to Online and Special Savings (SSA) fixed deposit accounts.

- (a) You have a choice of investment periods.
- (b) Interest rates are fixed at the start of the investment

term and are guaranteed for the duration of the term.

- (c)
  - (i) If instructions are not received by the maturity date applicable to the investment, the investment will be converted to an Instant Access type savings account and thereafter the Account will be subject to the conditions applicable to an Instant Access Account and the Instant Access Account interest rate will apply until instructions are received from you. The interest rate applicable on the Instant Access Account will be noted on your annual statement and on your pre-maturity and maturity letters.
  - (ii) If instructions are not received by us in writing by the maturity date applicable to the investment, the investment will be renewed for a similar period at the interest rate applicable on that date.
- (d)
  - (i) Withdrawals may be made up to 14 calendar days after opening the Fixed Deposit Account or up to 14 calendar days after the maturity date, where the investment is renewed for a further agreed fixed period. At the maturity date of the investment and where no instructions are received by us in writing as to the renewal of the investment with the result that the Account is converted to an Instant Access Account as described in Condition 8 (c) (i), withdrawals may be made at any time, without being subject to any early withdrawal charge.
  - (ii) Where your account is expressed as having an "Access" facility, the provisions of 8(d) (i) will apply and in addition you may, after the 14 days referred to in 8(d)(i), make one further withdrawal of such amount as the Bank, at its discretion, may allow without the said early withdrawal charge. Any withdrawal of more than the percentage of the Account balance permitted by the Bank to be withdrawn or any further withdrawal or any closure of the Account after the 14th day of the initial investment date or reinvestment date and before the maturity date of the investment or reinvestment, will result in the said early withdrawal charge being applied..
- (e) Where you request an Account balance to be re-invested at the end of the investment term, the new investment term and the interest rate will be those applicable to the option selected by you at that time.
- (f) Repayment of balances together with accumulated interest, net of appropriate DIRT where applicable, will only be made on maturity of the agreed fixed period or as otherwise confirmed in writing to us.

- (g) Where early repayment is required, the cost of replacing the funds shall be borne by you and subject to a minimum payment of €20 or such other amount as may be determined by us, will be the greater of the amount calculated by the following formula:

$$\frac{1\% \times A \times T}{365} \text{ or } \frac{A \times T \times D\%}{365}$$

Where

A is the amount withdrawn,

T is the unexpired term remaining up to the maturity date,

D is the difference in the prevailing market rate of interest for a term equivalent to the period remaining up to the maturity date and the funding rate applicable at the date of opening of the Account or the date of re-investment for a further agreed fixed period if the investment is renewed..

- (h) In the event that a funding loss is incurred when insufficient interest has accrued on the Account to provide for the loss, we reserve the right to deduct the amount of such funding loss from the balance in the Account. The balance in the Account may be reduced accordingly.
- (i) Lodgements cannot be made to the Account balance unless deposited within 14 calendar days after Account opening or maturity date (where the investment is renewed for a further agreed fixed period). Lodgements may be made at any time to the Instant Access Account referred to in Condition 8 (c) (i).

## 9 BOOSTER BONUS DEPOSIT ACCOUNT

In addition to the above Savings Account Conditions (where applicable) the following conditions apply where the Account is a Booster Bonus Deposit Account:

- (a) Where no more than two withdrawals (or such other number as we may from time to time decide) from the Account are made in a calendar year (that is, the period from the 1st January, or the initial period from the date of opening the Account if opened after the 1st January, to the 31st December in the same year) an interest bonus will be paid, calculated as a percentage of the amount representing the average daily balance in the account up to the 31st December of each year. The bonus amount will be credited to the account on the 31st December of

each year or the first Business Day after that date if the 31st December falls on a non-Business Day. The percentage whereby the bonus is calculated may be varied at our discretion and will be advised to the account holder in the manner described in Condition 21 of the General Conditions. Where more than the specified number of withdrawals within the period, as specified above, are made, no such bonus will be credited to the Account.

- (b) The Account must not be opened or used for business or commercial purposes.

## 10 SAVE2BUY/HEADSTART/MORTGAGESAVER ACCOUNTS

For the purpose of this Condition 10 "Account" means a Save2Buy, Headstart or MortgageSaver account. In addition to the above Savings Account Conditions (where applicable), the following terms and conditions apply to the Account:

- (a) The cleared balance of the Account (excluding interest accrued but not credited) must not exceed an amount as determined by us.
- (b) The Qualifying Period comprises a period of 12 consecutive months from the period the account is opened during which you make Specified Monthly Lodgements to the Account.
- (c) Specified Monthly Lodgement is the amount specified by you when opening the Account and to be lodged monthly. We may require a minimum amount to be lodged.
- (d) You must make the Specified Monthly Lodgement at least 10 times during the Qualifying Period.
- (e) You will be permitted to make two withdrawals within the Qualifying Period provided each withdrawal shall not exceed an amount equivalent to 10% of the cleared balance of the Account at the time of the withdrawal.
- (f) No more than two persons can hold an Account, but the Bank reserves the right to review that number.
- (g) Statements will be issued to you annually and upon the completion of a statement page of an Account.
- (h) You will be entitled to claim certain benefits and discounts as advertised by us from time to time in taking out a home loan with the Bank (subject to normal credit criteria, terms and conditions) provided the foregoing terms and conditions have been fully complied with.
- (i) We shall incur no liability if you do not meet the credit criteria for eligibility for a home loan.



- (j) You are obliged to advise us of all Accounts held with the Bank when applying for a homeloan to show entitlement to the benefit of the discounts hereunder.
- (k) The benefits and discounts referred to above apply only to customers who apply for the home loan directly through **permanent tsb** branches.
- (l) In accordance with the Consumer Credit Act 1995, normal credit criteria applies. Subject to standard terms and conditions. Security is required.
- (m) Where you fail to comply with any of the foregoing terms and conditions for the Account, your entitlement to the benefits and discounts referred to above will, at our discretion, cease and we may either close the Account or transfer the funds into an alternative account which may have a lesser interest rate.
- (n) **HOUSING LOANS UNDER CONSUMER CREDIT ACT 1995**

**WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY LOAN SECURED ON IT. YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED RATE LOAN EARLY (SEE FIXED RATE LOANS BELOW). INTEREST ONLY: THE ENTIRE AMOUNT YOU HAVE BORROWED WILL STILL BE OUTSTANDING AND OWED BY YOU AT THE END OF THE INTEREST ONLY PERIOD.**

#### **VARIABLE RATE LOANS**

**WARNING: THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.**

#### **ENDOWMENT LOANS**

**WARNING: THERE IS NO GUARANTEE THAT THE PROCEEDS OF THE INSURANCE POLICY WILL BE SUFFICIENT TO REPAY THE LOAN IN FULL WHEN IT BECOMES DUE FOR REPAYMENT.**

The early surrender of the Insurance Policy in respect of your Endowment Loan may result in a return to you which would be less than you have paid in premia or other charges.

#### **FIXED RATE LOANS**

Whenever (i) repayment of a loan in full or part is made or (ii) with our agreement the loan is switched to a variable rate loan or other fixed rate loan, before expiry of the fixed rate period (hereinafter called the "Early Termination"), you shall, in addition to all other sums

payable as a condition of and at the time of the Early Termination, pay a sum equal to our estimate of the loss (if any) arising from the Early Termination. In the

calculation of the said loss, we shall endeavour to apply in so far as it is fair and practicable, the formula  $C = (I - S) \times R \times (M - T)$  where C is the charge to compensate for the loss (if greater than 0),

I is the swap/market fixed interest rate for the term of the fixed rate period at the date of its commencement,

S is the swap/market interest rate for the remaining fixed period,

R is the amount of the fixed rate loan balance paid or switched at the date of Early Termination,

M is the fixed rate period, and

T is the time expired of the fixed rate period at the date of Early Termination.

#### **OTHER**

Interest will be applied to the outstanding balance of the loan. This balance includes any element of unpaid interest and charges which will accrue interest and be capitalised to the account.

Credit is only available to persons over the age of 18 years.

### **11 BONUS INTEREST ACCOUNT**

Where no more than two withdrawals (or such other number as we may from time to time decide) from the Account are made in a calendar year (that is, the period from the 1st January, or the initial period from the date of opening the Account if opened after the 1st January, to the 31st December in the same year) an interest bonus will be paid, calculated as a percentage of the amount representing the average daily balance in the account up to the 31st December of each year. The bonus amount will be credited to the account on the 31st December of each year or the first Business Day after that date if the 31st December falls on a non-Business Day. The percentage whereby the bonus is calculated may be varied at our discretion and will be advised to the account holder in the manner described in Condition 21 of the General Conditions. Where more than the specified number of withdrawals within the period, as specified above, are made, no such bonus will be credited to the Account.

### **12 21 DAY NOTICE ACCOUNTS**

In addition to the above Savings Account Conditions (where applicable and with particular regard to

Condition 4 of the Savings Account Conditions), the following conditions apply where the Account is a 21 Day Notice Regular Savers Account (the "Regular Savers Account") or a 21 Day Notice Investment Account (the "Investment Account"):

- (a) Where you open a Regular Savers Account, we will pay interest at the Regular Saver Account rate provided that:
  - (i) You lodge each calendar month an amount, not exceeding a maximum amount ("the Maximum Monthly Amount") as specified by us from time to time (or over such other period as we may specify in which circumstance "Maximum Monthly Amount" will be deemed to mean "Maximum Periodic Amount") and,
  - (ii) You comply with the account balance requirements at Condition 12(b) of the Savings Account Conditions below and,
  - (iii) Your monthly lodgement(s) (or such other period as we may specify) to the account do not exceed the Maximum Monthly Amount. If at any time a lodgement exceeds the Maximum Monthly Amount or is made in a period longer than one calendar month from the date of the previous lodgement, we reserve the right to transfer the balance in the account and any further lodgements (irrespective of whether such further lodgements comply with this condition as to amount and/or to the period of lodgement) to a demand deposit account with the Bank and the terms and conditions and the rate payable, thereafter, in respect of such balance and lodgements will be those applicable to this demand deposit account. We will notify you in the event that such transfer takes place.
- (b) Where the Account balance in the Regular Savers Account or in the Investment Account (excluding interest accrued but not credited) exceeds the account balance amount, set by us from time to time, to avail of the Regular Savers Account rate or Investment Account rate, as appropriate, then an interest rate lower than the Regular Savers Account rate or the Investment Account rate will automatically apply to the entire balance in the Account such interest rate to be at our discretion. It is a matter for you to ensure that the Account balance does not exceed this set amount in order to avail of the Regular Savers Account rate or Investment Account rate, whichever is applicable. Where the Account balance amount set by us for either Account type has been exceeded, we will notify you, on the first occasion only that, such balance has been exceeded. You may reduce the Account balance to on or below the set amount so as to avail of the Regular Savers Account interest rate or the Investment Account interest rate

whichever applies to the Account.

- (c) The Maximum Monthly Amount, the Regular Savers Account rate, the Investment Account rate, the set balance amount to avail of the Regular Savers Account and the Investment Account rates and the lower rate referred to in Condition 12(b) of the Savings Account Conditions above will be displayed in the branches of the Bank and on our Website and may be varied from time to time.
- (d) You may open a maximum of two Regular Saver Accounts and two Investment Accounts in your own name or jointly with another or others.

### 13 SAFARI SAVER ACCOUNTS

In addition to the above Savings Accounts Conditions (where applicable) the following conditions apply where the Account is a Safari Saver Account.

- (a) Where you open a Safari Saver Account, we will pay interest at the Safari Saver Account rate provided the Account balance (excluding interest accrued but not credited) does not exceed the account balance amount, set by us from time to time, to avail of the Safari Saver Account rate. Where the set Account balance is exceeded, an interest rate lower than the Safari Saver Account rate will automatically apply to the entire balance in the Account and such interest rate shall be at our discretion. It is a matter for you to ensure that the Account balance does not exceed this set amount in order to avail of the Safari Saver Account rate. Where the Account balance amount set by us has been exceeded, we will notify you, on the first occasion only that, such balance has been exceeded. You may reduce the Account balance to on or below the set amount so as to avail of the Safari Saver Account interest rate.
- (b) The Safari Saver Account is available to be opened on behalf of or by minors, in accordance with Condition 6 of the General Conditions above.
- (c) The Safari Saver Account rate, the set balance amount to avail of the Safari Saver Account rate and the lower rate referred to in Condition 13(a) of the Saving Account Conditions will be displayed in the branches of the Bank and on our Website and may be varied from time to time.

### 14 HOME STARTER

For the purpose of this condition "Account" means a Home Starter account. In addition to the above Savings Account conditions (where applicable) and including Condition 12 of the Savings Account Conditions in relation to 21 Day Notice Accounts, the following terms and conditions apply to the Account:

- (a) The cleared balance of the Account (excluding interest accrued but not credited) must not exceed an amount as determined by us.
- (b) The Qualifying Period comprises a period of 12 consecutive months from the period the account is opened during which you make Specified Monthly Lodgements to the Account.
- (c) Specified Monthly Lodgement is the amount specified by you when opening the Account and to be lodged monthly. We may require a minimum amount to be lodged.
- (d) No more than four persons can hold an Account, but the Bank reserves the right to review that number.
- (e) Statements will be issued to you annually.
- (f)
- (i) You will be entitled to claim certain benefits as advertised by us from time to time when drawing down a home loan with the Bank (subject to normal credit criteria, terms and conditions) provided the foregoing terms and conditions have been fully complied with.
  - (ii) We shall incur no liability if you do not meet the credit criteria for eligibility for a home loan.
  - (iii) You are obliged to advise us of all Accounts held with the Bank when applying for a homeloan to show entitlement to the benefits.
  - (iv) The benefits referred to above apply only to customers who apply for the home loan directly through **permanent tsb** branches, and where the loan is a joint loan, the said benefits will be shared jointly by the joint Account holders.
  - (v) In accordance with the Consumer Credit Act 1995, normal credit criteria applies. Subject to standard terms and conditions. Security is required.
  - (vi) Once you have claimed the benefits referred to above, we will convert the Account to a 21 Day Notice Regular Saver Account.
  - (vii) The benefits are available to be claimed up to 5 years after the Account opening date or such longer period as we may at our discretion allow. If the above mentioned benefits have not been claimed by the end of the above mentioned period the Account will be converted to a 21 Day Notice Regular Saver Account. A letter of notification will be sent prior to the expiry of the above mentioned period.
  - (viii) The above mentioned benefits, when claimed by the Account holder, will be provided only where the Specified Monthly Lodgement has been made for the Qualifying Period prior to a home loan being drawn down. The above mentioned benefits will be provided only in respect of one home loan, and in the case of Joint Account Holders, only in respect of the first Joint Account Holder to draw down a home loan.
- (g) Where:
- (i) you fail to comply with any of the foregoing terms and conditions of the Account within the period referred to in Condition 14(f) of the Savings Account Conditions; or
  - (ii) you comply with the terms and conditions of the Account but fail to avail of the above mentioned benefits prior to expiry of the period referred to in Condition 14(f) of the Savings Account Conditions; or
  - (iii) we reasonably believe that the circumstances so warrant, the entitlement to the benefits referred to above will, at our discretion, cease and we will convert the Account to a 21 Day Notice Regular Saver Account.
- (h) Housing Loans Under Consumer Credit Act 1995

**SEE WARNINGS AS SPECIFIED IN CONDITION 10(N) OF THE SAVINGS ACCOUNT CONDITIONS ABOVE.**

**15. INTEREST FIRST ACCOUNT**

For the purposes of this condition "Account" means an Interest First account. In addition to the above Savings Account conditions (where applicable) the following conditions apply to the account:

- (a) The investment period for the Account will be such term or terms as may be made available by the Bank.
- (b) Only domestic euro cheques can be lodged to the Account. Non domestic euro cheques or foreign currency cheques will not be accepted.
- (c) Interest will be paid to you (less DIRT as appropriate) no later than 30 calendar days after Account opening/maturity rollover date either by cheque or lodgement to a relevant **permanent tsb** account or other Irish Bank account nominated by you.
- (d) No withdrawals from the Account are allowed during the term except withdrawals (partial or full account closure) made up to 14 calendar days after account opening or up to 14 calendar days after the maturity date (where the investment is renewed for a further fixed period).
- (e) Prior to expiry of the deposit term, a full withdrawal may be made (no partial withdrawals are permitted) and in such event, you will be liable:
  - (i) to repay to the Bank the amount of interest paid to you in respect of the unexpired deposit term, that is the period between the date of

the withdrawal and the maturity date of the investment and

- (ii) to pay for the cost of replacing the funds which, subject to a minimum payment of €20 (or such other amount as may be determined by us) will be the greater of the amount calculated by the following formula:

$$((1\% \times B) \times T) / 365 \text{ OR } (B \times T \times D\%) / 365$$

#### WHERE

**B** is the balance remaining on the account.

**T** is the unexpired term remaining up to the maturity date in number of days.

**D** is the difference in the prevailing market rate of interest for a term equivalent to the period remaining up to the maturity date and the funding rate applicable at the date of opening of the account.

The sum of (i) and (ii) above will be deducted from the closing balance.

### 16. ONLINE DEPOSIT ACCOUNTS

In addition to the Savings Account Conditions (where applicable) the following conditions apply where the Account is an Online deposit account.

- (a) You can only open the Account by using the internet within our OPEN24 Service and you are a registered user.
- (b) Once opened you can transact on your Account by using our internet and telephone banking services. You cannot transact on the Account by visiting our branches.
- (c) For the "Online Regular Saver Account" you can lodge each calendar month an amount, not exceeding a maximum amount ("the Maximum Monthly Amount") as specified by us from time to time (or over such other period as we may specify in which circumstance "Maximum Monthly Amount" will be deemed to mean "Maximum Periodic Amount"). If at any time a lodgement exceeds the Maximum Monthly Amount, the full lodgement amount will be returned.
- (d) Where the Account balance in the "Online Regular Saver Account" or the "Online Instant Access Account" (excluding interest accrued but not credited) exceeds the account balance amount, set by us from time to time, to avail of the Online Regular Saver Account rate or Online Instant Access Account rate, as appropriate, then an interest rate lower than the Online Regular Saver Account rate or the Online Instant Access Account rate will automatically apply to the entire balance in the Account, such interest rate to be at our discretion. It is a matter for you to ensure that the Account balance does not exceed this set amount in order to avail of the Online Regular Saver Account rate or Online Instant Access Account

rate, whichever is applicable. Where the Account balance amount set by us for either Account type has been exceeded, we will notify you that such balance has been exceeded. You may reduce the Account balance to on or below the set amount so as to avail of the Online Regular Saver Account interest rate or the Online Instant Access Account interest rate whichever applies to the Account.

- (e) The Maximum Monthly Amount, the Online Regular Saver Account rate, the Online Instant Access Account rate, the set balance amount to avail of Online Regular Saver Account and the Online Instant Access Account rates and the lower rate referred to in (d) above will be displayed in our branches and on the Bank's internet site and may be varied from time to time.
- (f) You may hold only one Online Regular Saver Account and one Online Instant Access Account in your own name.
- (g) Lodgements of cheques or drafts may only be made to **permanent tsb**, Deposit Services, 56-59 St Stephens Green, Dublin 2 or such other address as may be notified to you from time to time by us. Cheques or drafts drawn on a bank within Ireland have a normal clearing period of 5 clearing business days from the date of lodgement.
- (h) In the case of a lodgement, made to the address referred to at (g) above, of a cheque or draft in a foreign currency or a euro cheque or draft drawn on a bank outside Ireland, the normal clearing period is 25 clearing business days from the date of lodgement.
- (i)
  - (i) For the "Online Notice Account" you can provide notice of your intention to make a withdrawal by using our internet and telephone banking services. When the specified number of days notice has elapsed you can make a withdrawal(s) of an amount up to but not exceeding the amount for which notice of withdrawal was provided by you.
  - (ii) A withdrawal will not be permitted unless the required number of days notice of withdrawal has been provided by you for the withdrawal amount specified in the notice and the period of notice has elapsed.
  - (iii) Where the notice of withdrawal has been provided to us by you and this notice period has elapsed, you have up to thirty calendar days in which to make a withdrawal or withdrawals of up to the amount specified in the withdrawal notice.
  - (iv) Where you wish to close your Account you are required to provide the required number of days notice of withdrawal of the full balance of your account. When the notice period has elapsed

you should contact **permanent tsb** Deposit Services, 56-59 St Stephens Green, Dublin 2 for closure process requirements.

- (v) In exceptional circumstances and at our discretion, full or partial withdrawals may be permitted without the required notice being provided by you and you should contact Deposit Services at the address provided above in (iv) in relation to your request. A charge will be applied which will be based on the sum to be withdrawn and the number of days for which notice has not been given. The charge will be applied at a rate, being the difference between the rate being paid on the Account and the rate one percent below our Flexisaver Account demand rate. Where this results in a charge greater than the rate of interest payable on the Account, the charge will be limited to the rate payable on the Account.
- (vi) Where pursuant to these terms and conditions, we are entitled to a period of notice of any withdrawal, in the event of notice of a withdrawal or transfer being given to us, there is a subsequent cancellation of the withdrawal or transfer before payment is made by us or the transfer effected, a full period of notice will be required in relation to any subsequent withdrawal and any previous notification shall be deemed to have no effect.

(j)

- (i) For the "Online Fixed Account" you may have a choice of investment periods.
- (ii) Interest rates are fixed at the start of the investment and are guaranteed for the duration of the term.
- (iii) At maturity your investment will be renewed for a similar period at the interest rate applicable on that date. You may choose to review our other online account options available.
- (iv) Repayment of balances together with accrued interest, nett of appropriate DIRT where applicable, will only be made on maturity of the agreed term or as otherwise confirmed in writing to us.
- (v) Withdrawals may be made up to 14 calendar days after the Account opening or up to 14 calendar days after the maturity date (where the investment is renewed for a further period) without being subject to an early withdrawal charge as described below.
- (vi) In exceptional circumstances and at our discretion full or partial withdrawal may be permitted prior to the maturity date (you should contact **permanent tsb** deposit services, 56-59 St Stephens Green, Dublin 2 to discuss your request). A charge will be applied on the sum to be withdrawn representing the cost of the funds. The cost of replacing the funds shall be borne by you and subject to a minimum

payment of €20 or such other amount as may be determined by us, will be the greater of the amount calculated by the following formula:

$$\frac{1\% \times A \times T}{365} \text{ or } \frac{A \times T \times D\%}{365}$$

Where A is the amount withdrawn, T is the unexpired term remaining up to the maturity date and D is the difference in the prevailing market rate of interest for a term equivalent to the period remaining up to the maturity date and the funding rate applicable at the date of opening of the Account.

- (vii) In the event that a funding loss is incurred when insufficient interest has accrued on the Account to provide for the loss, we reserve the right to deduct the amount of such funding loss from the balance in the Account and the balance in the Account may be reduced accordingly.
- (viii) Lodgements cannot be made to the Account balance unless deposited within 14 calendar days after Account opening or maturity date (where the investment is renewed for a similar period).

