

# **PERSONAL BANKING**

## **TERMS & CONDITIONS**

This is an important legal document. You should read it carefully and keep it for future reference.

**THE BANK OF YOU**



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## PART A - ABOUT US/DEFINITIONS/INTERPRETATION

### 1. ABOUT US

- 1.1 KBC Bank Ireland plc ("KBCI") has been proudly serving our customers in Ireland for over 40 years. Employing over 1,000 staff across Ireland, our head office is situated at Sandwith St., Dublin 2.
- 1.2 As one of Ireland's leading banks and a member of one of Europe's largest banking groups, KBC Bank Ireland provides personal and corporate banking services to our customers throughout Ireland.
- 1.3 We provide a range of products and services to personal customers including; current accounts, deposit accounts, investment products, homeloans, home insurance, life assurance, credit cards and personal loans.
- 1.4 Our products and services are distributed through our nationwide Hub network, with locations in Dublin, Cork, Limerick, Galway, Kildare, Kilkenny, Waterford and Wicklow our website KBC.ie and our online and mobile banking platforms.
- 1.5 KBC Bank Ireland is a public limited company registered in the Companies Registration Office under Company Number 40537. Our registered office is at Sandwith Street, Dublin 2. We are a wholly owned subsidiary of KBC Bank N.V. Our VAT number is 8F86824G.
- 1.6 KBCI is a licensed bank regulated by the Central Bank of Ireland of PO Box 559, Dame Street, Dublin 2.

### 2. DEFINITIONS

In these Terms and Conditions:

**Account** means a Current Account, Deposit Account and/or Credit Card Account as the case may be held in your name with KBCI.

**Accountholder(s)** means the Personal Customer(s) in whose name(s) the Account is held.

**Additional Card** means a card issued to an Additional Cardholder for the purposes of carrying out transactions on the Credit Card Account.

**Additional Cardholder** means a person nominated and permitted by the Accountholder to be issued with an Additional Card and carry out transactions on the Credit Card Account.

**ATM** means an Automated Teller Machine.

**Attorney** means a third party who the Accountholder(s) has legally appointed by way of a Power of Attorney to operate the Account on their behalf.

**BIC** means a business identifier code that unambiguously identifies payment service providers the elements of which are specified by the International Organisation for Standardisation ("ISO").

**Business Day** means a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in Ireland. Specifically in relation to execution timeframes for payments to an account with another bank, a business day means a day on which the payee's bank is also open for business.

**Cleared Funds** means money credited to the Account after it has been through the money transmission and clearing system, provided that it is not recalled in accordance with the rules of the money transmission and clearing system.

**Collection** means the collection of the agreed monies from the Account on foot of a Payment Instruction received by us from you or on your behalf.

**Consumer Credit Law** means the law, regulations and statutory codes which govern the Account or any overdraft you have with us including without limitation the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010 and the Consumer Credit Act 1995 as amended.

**Credit Card Account** means an account through which a Personal Customer can avail of credit up to a specified Credit Limit and in respect of which a Credit Card is issued to the Personal Customer (and where applicable Additional Cardholder(s)) so they can carry out transactions on the account.

**Credit Card** means the Principal Card and/or any Additional Card.

**Credit Limit** means the maximum debit balance that you are allowed to have outstanding on the Account at any time.

**Credit Transfer** is a national or cross border payment service for crediting a payee's payment account with a single payment transaction or a series of payment transactions from a payer's payment account, based on an instruction given by the payer.

**Common Reporting Standard (CRS)** means the single global standard on Automatic Exchange of Information (AEOI) under which, participating jurisdictions will be required to exchange certain information held by financial institutions regarding their non Irish tax resident customers. Legislation to implement the CRS in Ireland was introduced in Finance Act 2014 by inserting Section 891F of the Taxes Consolidation Act 1997, and Regulations (Statutory Instrument 583 of 2015) came into effect on 31 December 2015.

**Customer ID** means the unique identification code provided to the Accountholder by KBCI to access Digital Services.

**Current Account Application** means the application completed by a or on behalf of a Personal Customer to open a Current Account.

**Current Account** means an account used by a Personal Customer to carry out daily banking transactions

**Cut Off Times** means the relevant point in time during any Business Day after which any payment or payment order received will be deemed to have been received on the next Business Day. The cut off times, which are available on request, are dependent upon the transaction type and organisation used to undertake the transfer (for example your own bank, the clearing system or other third parties).

**Debit Card** means each card issued by KBCI to the Accountholder(s) which allows the Accountholder(s) to carry out Point of Sale, online and telephone transactions as well as withdraw money from an ATM.

**Debit Card PIN** means your Personal Identification Number which is a unique 4 digit number to be used in conjunction with the Debit Card to avail of certain Debit Card Services.

**Debit Card Services** means services that can be availed of using the Debit Card.

**Demand Deposit Account** means an account from which you can, subject to the terms and conditions of the account withdraw your money from the account at any time without notice.

**Deposit Account** means collectively a Demand Deposit Account, a Notice Deposit Account, a Fixed Term Account and/or a Regular Saver Account as appropriate.

**Deposit Application** means the application completed by or on behalf of a Personal Customer to open a Deposit Account.

**Digital Key** means either the physical digital electronic pass which is provided to you on registration for the Online Service or the software version of the digital electronic pass which is available through the KBC Mobile Banking App, which allows secure log in to your Accounts online and the authentication of instructions submitted via the Online Service.

**Digital Service** means together the Online Service and Mobile Service.

**Direct Debit** is a national or cross border payment service for making payments from a payer's Account, which payments are initiated by the payee on the basis of the payer's consent.

**Direct Debit Originator** means the payee or creditor under a Direct Debit and will include for example utility providers, telecommunication providers and other service and product providers you authorise to debit the Account.

**Durable Medium** is a medium which enables a recipient to store information addressed personally to the recipient in a way that renders it accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

**EEA** means the European Economic Area.

**EU** means the European Union.

**Euro** means the lawful currency for the time being of the Republic of Ireland.

**FATCA** means the Foreign Account Tax Compliance Act a US piece of legislation whose overall aim is to combat tax evasion by improving the exchange of information between tax authorities in relation to US citizens and residents who hold assets off-shore. In 2012, the Irish Government signed an Intergovernmental Agreement with the US in relation to the implementation of FATCA in Ireland. This Agreement provides for a bilateral and reciprocal exchange of information with the US in relation to accounts held in Irish financial institutions by US persons, and accounts held in US financial institutions by Irish tax residents. The legislation to implement the Intergovernmental Agreement - Section 891E, Taxes Consolidation Act 1997 - was inserted by Section 32, Finance Act 2013 and the Regulations (Statutory Instrument 292 of 2014) came into force from 1 July 2014.

**Fees and Charges Booklet** means the schedule of fees and charges applied by KBCI in connection with the Account as amended from time to time in the manner provided for in these Terms and Conditions and which is available from any of our offices, online at our Website or by contacting us at 1800 93 92 44 or customerservices@kbc.ie.

**Fixed Term Account** means an account which is for a stated period of time at a fixed interest rate and from which, subject to the terms and conditions of the account, monies may not be withdrawn during the term of the account.

**IBAN** means an international payment account number identifier, which unambiguously identifies an individual payment account the elements of which are specified by the ISO.

**Interest** shall be the interest payable on Lodgements in an Account at the rate agreed between the Bank and the Personal Customer and calculated in accordance with these Terms and Conditions.

**International Payment** means a payment to and/or from an account outside the Republic of Ireland in any currency or a payment to and/or from an account in the Republic of Ireland in a currency other than Euro.

**Joint Account** means an Account opened in the name of two Personal Customers.

**Joint Accountholders** means the Personal Customers in whose name the Joint Account is held.

**KBC Bank Group** means KBC Group NV and its subsidiaries.

**KBC Mobile Banking App** means the application available to download to a mobile device in order to access Mobile Services including the software version of the Digital Key.

**Letter of Sanction** means the Letter of Sanction issued to you setting out the terms and conditions of the Overdraft Facility.

**Lodgement** means any deposit of money into the Account.

**Mandate** is the agreement between you and a creditor authorising a Direct Debit. It is the expression of consent and authorisation given by you to a creditor to allow that creditor to initiate collection of the Direct Debit from the Account on the terms specified in the Mandate and authorises KBCI to effect Direct Debits on the Account.

**MasterCard Securecode** means the system operated by Mastercard to authenticate an ecommerce transaction.

**Maturity Date** means the date upon which a Fixed Term Account ends.

**Mobile PIN** means the personal identification number selected by the Personal Customer to access the Mobile Services through the KBC Mobile Banking App.

**Mobile Security Materials** means the mobile digital key, the mobile activation code, the Customer ID and the pin code referred to in Clause 106.2 of these Terms and Conditions.

**Mobile Services** means the services that can be accessed through the KBC Mobile Banking App.

**Notice Deposit Account** means an account from which subject to the terms and conditions of the account and after providing the requisite period of notice you may withdraw monies from the account.

**Online Services** means the services that can be accessed through the online banking functionality available on the Website.

**Online Security Materials** means the Digital Key, the activation code, the Customer ID and the pin code referred to in Clause 106.1 of these Terms and Conditions.

**Operating Instructions** means the instructions issued from time to time by us to enable Personal Customers to access, transact and utilise services provided by us using telephone, Internet or other technology-based communications.

**Overdraft Facility** means an authorised debit balance that may be offered to you at our discretion from time to time.

**Overdraft Limit** means the amount of the authorised debit balance available in connection with your Overdraft Facility.

**Payment Instruction** means any instruction received by us in accordance with these Terms and Conditions.

**Payment Services Directive or PSD** means the European Communities (Payment Services) Regulations 2009 as may be amended from time to time and which transpose the Payment Services Directive 2007/64/EC relating to payment services into Irish law.

**Personal Customer(s)** means a natural person(s) acting outside the course of their business, trade or profession.

**Personal Deposit Rate Matrix** means the schedule of interest rates available to Personal Customers from KBCI denominated in Euro or Sterling as appropriate, the current version of which is available at [www.kbc.ie](http://www.kbc.ie) or on request.

**PIN** means your Personal Identification Number which is a unique 4 digit number issued by KBCI to be used in conjunction with the Debit Card or Credit Card to authorise transactions.

**Point of Sale or POS Transaction** means a transaction in which the Debit Card is used to purchase goods and services from a retailer and/or merchant.

**Point of Sale or POS Terminal** means the equipment used by a retailer or merchant to authorise a Point of Sale Transaction.

**Power of Attorney** means the legal document under which an Accountholder appoints an Attorney to act on his behalf in respect of their Account.

**Privacy Policy** means our statement of practice as regards the privacy and security of your information when accessing and/or using the Website, Online Service or Mobile Service.

**Principal Card** means a card issued to the Accountholder for the purposes of carrying out transactions on the Credit Card Account.

**Regular Saver Account** means a Deposit Account into which a Personal Customer can, subject to the terms and conditions of the account make ongoing Lodgements.

**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 relevant Rulebook of the European Payments Council as in place in accordance with the SEPA Regulations and as may be amended from time to time relating to SEPA Direct Debits and Credit Transfers. The Scheme Rules are available on request.

**Security Features** means any PIN or other security code and/or the internet password issued by us to a Personal Customer 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.

**SEPA** means the Single Euro Payments Area in which cross-border direct debits and credit transfers in Euro within the SEPA Area can be executed by Personal Customers using a single payment account and a single set of payment instruments and subject to the same basic rules, conditions, rights and obligation as national direct debits and credit transfers.

**SEPA Area** means the countries which are part of SEPA.

**SEPA Regulations** means:-

- Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro, and
- Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community.

**Standing Order** means a single instruction received by us from you to execute a series of credit transfers of a specified amount at a frequency on an ongoing basis or for a specified period.

**Terms and Conditions** means these terms and conditions as may be amended from time to time.

**Unique Identifiers** means a combination of letters, numbers or symbols used to identify unambiguously the other payment service user and/or the payment account for a payment transaction (for example IBAN or BIC).

**User** means the Account Holder to whom (or, in the case of joint Accounts, to each of whom) is issued a Customer ID and Digital Key to access Online Services.

**We, our, us, KBCI or the Bank** means KBC Bank Ireland plc and our successors and assigns.

**Website** means [www.kbc.ie](http://www.kbc.ie).

**you or yours** means the Account holders and where appropriate, includes each Joint Account holder and any person authorised in accordance with these Terms and Conditions to act on your behalf.

### 3. INTERPRETATION

3.1 In these Terms and Conditions, unless the context otherwise requires, a reference to:-

3.1.1 clauses and schedules are to clauses of, and schedules to these Terms and Conditions, and the words "hereunder", "hereof", "hereto" and words with similar meaning shall be deemed to be references to these Terms and Conditions as a whole and not to any particular recital, clause or schedule of these Terms and Conditions;

3.1.2 the singular include the plural and references to the plural include the singular; and references to the male include the female and references to the female include the male; and references to the neuter singular gender throughout these Terms and Conditions shall include all genders and the plural;

3.1.3 a "person" shall be construed so as to include any natural person;

3.1.4 any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include references to any provisions of which they are re-enacting (whether with or without modification);

3.1.5 a "day" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight and references to a "month" shall mean a calendar month;

3.1.6 dates which do not fall on a Business Day shall be construed as references to the immediately subsequent Business Day;

3.1.7 any other document referred to in these Terms and Conditions is a reference to that other document as amended, varied, novated or supplemented or replaced (other than in breach of the provisions of these Terms and Conditions) from time to time; and

3.1.8 any party include its successors and permitted assigns.

3.2 Headings and titles are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.

3.3 In these Terms and Conditions, we may use examples to illustrate or explain something covered by a clause however the clause and the meaning thereof is not limited to those examples.

### 4. TERMS AND CONDITIONS

4.1 These Terms and Conditions constitute the main terms and conditions applicable to the Account but they do not cover every possible situation that may arise. Where they do not cover a particular situation normal banking law and practice will apply.

4.2 Subject to any right of withdrawal set out in Clause 10 below you shall (unless otherwise stated) be deemed to have accepted these Terms and Conditions when you first start to operate the Account for example, by issuing an instruction, making or receiving a payment, accessing Digital Services or using your Debit Card or Credit Card or making a Lodgement to your Deposit Account.

4.3 In addition to the Terms and Conditions, the Account is also subject to all mandates, and other signing instructions that you give us, directly or where permitted through a third party in respect of your Account from time to time, the Fees and Charges Booklet, Personal Deposit Rate Matrix and all application forms and instruction forms completed by you in connection with the Account all of which shall form part of our agreement with you in connection with the Account. The operation of your Account shall also be governed by banking law and practice generally.

4.4 The Terms and Conditions applicable to your Account are the General Provisions set out below together with the additional terms and conditions for the particular type of Account that you open. The Terms and Conditions only apply to the extent of the type of Account(s) that you hold with us. If there is any inconsistency between the General Provisions and the additional terms and conditions applicable to a particular type of account, the additional terms and conditions for that account type shall have precedence.

4.5 You may request a copy of these Terms and Conditions and your application at any time. A copy may be provided on paper or another Durable Medium (such as an email addressed to you). After the Account is closed we shall only retain copies of the application for so long as we are required to do so by our legislative and/or regulatory obligations.



- 4.6 From time to time and at our discretion we offer promotions or special benefits or features with an account. These promotions, special benefits or features may be subject to additional terms and conditions which will be advised at the time. If there is any conflict between these Terms and Conditions and those of the promotion/special benefit or feature the latter will have precedence.
- 4.7 These Terms and Conditions are effective for new Personal Customers and for existing Personal Customers in respect of new Accounts opened by them from 21<sup>st</sup> September 2016 and for existing Personal Customers from 21<sup>st</sup> November 2016 until further notice.
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## **PART B - GENERAL PROVISIONS**

### **5. IDENTIFICATION**

- 5.1 Before you can open an Account and at anytime while you continue to hold and operate the Account, to ensure compliance with our obligations in relation to anti-money laundering, fraud prevention and the prevention of the financing of terrorism and to comply with taxation requirements e.g. DIRT, FATCA and CRS, you will be required to produce to us satisfactory evidence of your identity, current permanent address, the source of funds which make up any Lodgement and your Personal Public Service (PPS) Number, tax resident status and for non residents your Tax Identification Number. We will advise you at the time you apply to open the Account of the documentation that is required. We may request further documentation from you in order to support your application.
- 5.2 We reserve the right not to open an Account if we do not have satisfactory documentation to satisfy our legal and regulatory obligations in respect of anti money-laundering, fraud prevention and/or the prevention of the financing of terrorism, FATCA and CRS or for any other reason in our absolute discretion.
- 5.3 You must immediately notify us in writing or through our Digital Service of any change in your name, address, telephone number or other contact details. Until you do so and until we acknowledge these changes, all correspondence will be sent to the last address you have given us. For security reasons some personal details cannot be amended through our Digital Service.
- 5.4 If you are an employee or director of KBC Bank Ireland plc or you are connected professionally or related to an employee of KBC Bank Ireland plc, you must immediately notify us of this.

### **6. CONFLICTS OF INTEREST**

It is our policy to mitigate and where necessary avoid conflicts of interest when providing services to our customers. If conflicts arise and they cannot be easily avoided, we will inform you of the potential conflict and will use reasonable endeavors to resolve such conflicts of interest to ensure you are treated fairly. You will be required to acknowledge the conflict of interest in a Durable Medium should you wish to proceed with the financial service.

### **7. TELEPHONE CONTACT/ELECTRONIC COMMUNICATION**

- 7.1 Subject to applicable law, we may contact you by post, phone, text message, fax, email, online or in person.
- 7.2 When you contact us about the Account we may ask you to confirm answers to previously nominated security questions. If you are unable to answer these correctly or if for any reason we doubt the validity of the inquirer we can request that the queries be submitted in writing to us, signed by the Accountholder(s).
- 7.3 Telephone calls may be recorded to confirm instructions given, for staff training purposes, and under our quality assurance procedures. You hereby consent and agree, pursuant to the Electronic Commerce Act 2000, to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings. In addition you agree that we may communicate with you electronically in relation to the Account and shall not object to any electronic records being relied upon by us, including in any litigation, proceedings or other dispute proceedings' purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.
- 7.4 You hereby authorise us to accept as legally binding and to act upon instructions communicated or transmitted to us by you or on your behalf by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the KBCI ('electronic communications') as well as those delivered by hand, post or courier. We are not obliged to accept and act upon such instructions however such instructions shall be binding on you and unless we specifically request it, no written confirmation is required before KBCI can act on such electronic instructions. We shall not be required to inquire further into the authenticity and genuineness of the person purporting to communicate the instructions and shall be entitled to presume that the person we are dealing with is who they purport to be (subject to KBCI acting reasonably and in good faith) and that they are duly authorised to give such instructions. We may however at our absolute discretion seek such further authentication and/or confirmation in relation to the instructions as we determine to be necessary in the circumstances which may include requiring the Accountholder(s) to furnish such instructions in writing.

- 7.5 We shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non-receipt or delay in receipt of, the non-transmission or loss in transmission of, or the illegibility of, the electronic communication containing the instruction.
- 7.6 In consideration of us accepting instructions by way of electronic communication, you hereby undertake to indemnify us and keep us indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by us arising out of or in connection with such instructions so long as we have acted reasonably and in good faith.

## 8. JOINT ACCOUNTS

- 8.1 Unless otherwise stated an Account can be opened in the name of more than one Personal Customer however the maximum number of Accountholders permitted on a joint Current Account is two. The obligations of the Accountholders to the Bank in respect of these Terms and Conditions and in relation to all operations in connection with a Joint Account shall be joint and several.
- 8.2 A Joint Account will always operate on the basis that any one Accountholder is authorised to operate and provide instructions in respect of the Account without the authority or consent of the other Accountholder. Therefore the instructions of one Accountholder shall be deemed to be the instructions of both Accountholders. If you wish to place any limitations on the operation of a Joint Account you must advise us in writing signed by both Accountholders. In order to close a Joint Account the written instructions of both Accountholders will be required.
- 8.3 Statements in respect of Joint Accounts will issue to the principal Accountholder unless both Accountholders have requested otherwise in writing. In the case of a Joint Account where the account holders reside at different addresses, correspondence and notices including statements in relation to the Joint Accounts will only be sent to or served on the first named Accountholder unless the other Accountholder directs otherwise in writing. Any such correspondence and/or notices so sent or served will be deemed to have been received and served upon both Accountholders.
- 8.4 If we become aware of any dispute, disagreement or incapacity of an account holder in relation to or in connection with a joint account (including but not limited to a dispute between joint Accountholders), we may suspend the operation of the Account with or without notice to you. If the Account is suspended no transactions or withdrawals will be permitted in respect of the Account until such time as we are satisfied that the dispute has been resolved. We shall not be liable for any losses, costs, fees or expenses that may arise as a result of the Account being suspended and you shall keep us fully indemnified against any costs, fees or expenses incurred by us in connection with the suspension of the Account.

**WARNING:- If the Account is a Joint Account then either Accountholder may provide instructions in relation to the Account and generally operate the Account without the consent or knowledge of the other Accountholder. Should you wish to impose limitations on the operation of the Account please notify us in writing.**

## 9. DEATH OR INCAPACITY OF THE ACCOUNTHOLDER

- 9.1 We must be informed of the death or incapacity of an Accountholder and the necessary documentation in accordance with legal and regulatory requirements must be provided before any transaction will be permitted on the Account after the death or incapacity of an Accountholder.
- 9.2 All payments made by us on the Account after your incapacity, death, bankruptcy but before we have written notice thereof, will be valid and binding on you, your successors and estate.
- 9.3 In the case of a Joint Account, on the death of one Accountholder, the Account will become vested in the surviving Accountholder(s) subject to receipt by us of all necessary legal, regulatory and testamentary documentation and without prejudice to any right we may have to enforce the deceased Accountholders obligations in respect of the Account against his estate.
- 9.4 On your death any outstanding debit balance on the Account as at the date of your death becomes the liability of your estate.
- 9.5 In respect of Current Accounts and Credit Card Accounts on the death of the Accountholder, the estate of the Accountholder will be liable for any transactions on the Account using the Debit Card, Principal Card or the Additional Card after the date of death of the Accountholder. All Credit Cards and Debit Cards must be cut through the signature box, magnetic strip and chip and returned to us.

## 10. RIGHT OF WITHDRAWAL

- 10.1 You may cancel the Account within 14 days from when you first start to operate the Account (for example, by issuing an instruction, making or receiving a payment, using your Debit Card or Credit Card or making a Lodgement to your Deposit Account) by sending a notice in writing to Customer Services, KBC Bank Ireland plc., PO Box 12421, Sandwith Street, Dublin 2 or delivering it by hand to one of our offices. In respect of Fixed Term Deposit Accounts the 14 day withdrawal period is effective from the date of receipt of the confirmation letter that is issued to you once funds are lodged to the Fixed Term Deposit Account.
- 10.2 Any credit balance in the Account at the date of cancellation will be returned to you within 30 days less any liabilities, cost, fees, charges which have been incurred in connection with the Account.

- 10.3 If on the date of cancellation there is a debit balance on the Account you are required to repay this to us within 30 days of the date of cancellation together with any interest, costs, fees and charges which have been incurred in connection with the Account. If you fail to do so we may exercise our legal rights to recover the balance owed.
- 10.4 If you do not exercise your right to cancel the Account the Terms and Conditions will continue to apply.

## 11. OPERATING AN ACCOUNT GENERALLY

- 11.1 A certificate from KBCI in connection with the balance and/or transactions on the Account shall in the absence of manifest error and until the contrary is proved be conclusive for the purposes of this agreement between us.
- 11.2 You may appoint an Attorney to operate the Account on your behalf. In order for us to accept instructions from your Attorney, we will require a certified copy of the Power of Attorney together with the required identification documentation for the Attorney.
- 11.3 An Account may not be used for any illegal or improper purpose. We may at our sole discretion deem a purpose to be improper and may in those circumstances take such steps as we believe appropriate, including but not limited to refusing to accept a lodgement and/or, execute a transaction and/or closing of the Account. We shall not however be responsible for monitoring or ensuring the Account is not used for illegal or improper purposes.
- 11.4 We are required to carry out a variety of actions to manage and reduce the possibility of financial crime, this may lead to the delay, blocking or refusing the making or clearing of any payment or the processing of a transaction using your Account. To the extent permissible by law, we nor any member of the KBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of such activity.
- 11.5 If at anytime you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use, you must notify us immediately. We may require you to provide us with details in writing.
- 11.6 We may reverse any erroneous or incorrect credit or debit made to your Account if the item so credited or debited in error or is not paid or is recalled by the paying bank (including when we are the paying bank) or if it is returned due to mistake, fraud or the operation of any applicable clearing rules.
- 11.7 Where there have been no client initiated transactions on your Account for a period of 15 years, we will notify you of same and if you fail to carry out a client initiated transaction in the further period specified in that notice we are required in accordance with our legal obligations to pay the funds held to the credit of the Account to the National Treasury Management Agency.

## 12. CLOSURE OF AN ACCOUNT

- 12.1 The Account will continue to operate until the Account is closed by either the Account holder or by us in accordance with these Terms and Conditions. Any liability incurred by us or you prior to the closure of the Account will continue and be unaffected by such closure.
- 12.2 If you wish to close the Account, you must advise us in writing signed by all Account holders. Before the Account can be closed the balance on the Account must be zero and any outstanding debit balances on the Account must be discharged in full.
- 12.3 We may immediately close the Account or block payments from it if:
- 12.3.1 we have reason to believe that you or any Joint Account holder are no longer able to manage your financial affairs;
  - 12.3.2 you die;
  - 12.3.3 any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect or any documentation supplied to us by you is in our opinion false;
  - 12.3.4 you commit any serious or repeated breach of these Terms and Conditions;
  - 12.3.5 you are in breach of any other agreement with us;
  - 12.3.6 it becomes unlawful for you to continue to have the Account;
  - 12.3.7 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 12.3.8 you enter into any arrangement with your creditors, are declared bankrupt or insolvent or have a judgment registered against you or are the subject of any analogous insolvency processes or proceedings in another jurisdiction;
  - 12.3.9 you use or we suspect that the Account, is being used for any unlawful, fraudulent or other inappropriate purpose;
  - 12.3.10 if we receive a notice of attachment from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997; or
  - 12.3.11 for any reason this agreement or the Terms and Conditions becomes unenforceable or void.
- 12.4 If you terminate both Debit Card Services and Online Services we may at our discretion close your Current Account.

- 12.5 We do not have to notify you prior to closing the Account or blocking a payment from the Account for the reasons set out above.
- 12.6 We will not be liable to you or any third party for any loss, damage or expense incurred in connection with the closure of the Account or blocking of payments from the Account for the reasons set out above.
- 12.7 In addition to the above we may close the Account for any reason at any time by providing you with two months prior written notice.
- 12.8 We reserve the right in our absolute discretion to close the Account at any time before you first start to operate the Account.

### **13. FEES AND CHARGES**

- 13.1 We may apply fees and charges to the Account. The current fees and charges applicable are detailed in our Fees and Charges Booklet which is available from any of our offices, online at our Website or by contacting us at 1800 93 92 44 or customerservices@kbc.ie.
- 13.2 We are legally obliged to collect government taxes that apply in respect of the Account, such as the duty on the Debit Cards and Credit Cards.
- 13.3 We may debit the Account for all fees, charges and government taxes for which you are liable. We may debit the Account for such fees, charges and government taxes even if to do so would cause the Account to become overdrawn or exceed the Credit Limit. Certain fees and charges such as current account maintenance fees may be applicable to the Account regardless of the usage on the Account. We will provide you with at least 10 Business Days' notice of any fees and charges which are to be deducted from the Account.
- 13.4 Subject where applicable to us notifying the appropriate regulatory authority, we may from time to time amend or vary the fees or charges applicable to the Account. We will give you at least two months' notice of any change to the fees and charges. Where the change in fees or charges is to your benefit we may at our discretion apply the new fees and charges with shorter notice to you where we are permitted by law to do so otherwise the relevant notice periods as referred to will apply.
- 13.5 We can determine at our sole discretion, the method by which we notify you of the changes to the fees and charges applicable to the Account. We may, without limitation, notify you by letter by way of an insert enclosed with your statement, electronic mail, telephone (including recorded message) and/or advertisement in an Irish national daily or weekly newspaper or on our website.
- 13.6 Our Fees and Charges Booklet sets out how fees and charges on the Account may be minimised.
- 13.7 You should be aware that depending on the particular transaction third party banks may apply a surcharge or fee which is outside of our control.
- 13.8 We may from time to time offer optional extras in conjunction with your Account. You are not obliged to avail of these optional extras. Terms and Conditions and/or fees and charges may be applicable to these optional extras.

### **14. CREDIT REFERENCING AND REPORTING**

- 14.1 You acknowledge that, as part of our normal procedures, we may carry out searches against you in the records held by credit reference agencies (including the Irish Credit Bureau) in connection with the Account and will also supply information to them about you. These searches will be conducted each time you apply for a new credit card, overdraft, or other credit facility and at the time of any extension review or variation of an existing credit arrangement (e.g. annually in the case of an approved overdraft facility or if you seek a limit increase on your credit card). Searches may also be conducted in the event of any breach by you of any credit agreement with us.
- 14.2 You should note that credit reference agencies will keep, for a period of at least a year, a record that a search has been made, and they will inform anyone else carrying out a similar search of the other searches made against you in that period.
- 14.3 You acknowledge that we, members of the KBC Bank Group and any of our or their successors may carry out searches of the record held by the credit reference agencies, and will supply information to such agencies in relation to you and in relation to the conduct of the Account.
- 14.4 We may use and retain any information received as a result of a credit search to (i) make credit decisions in relation to you and (ii) to review the operation, management and performance of a credit facility provided by us and/or (iii) to help detect or prevent fraud.

### **15. TAXATION**

- 15.1 In accordance with tax law, we are obliged to deduct Deposit Interest Retention Tax ("DIRT") from any interest paid on the Account (unless you are entitled to an exemption and fulfil the required conditions). DIRT will be deducted at the applicable rate when interest is paid. DIRT rates are set by the government and are subject to change.

- 15.2 Some Accountholders, such as individuals over 65 and those who are permanently incapacitated, may be entitled, in certain circumstances and subject to the completion of certain declaration forms, to be paid interest without the deduction of DIRT. It is the responsibility of Accountholders to seek any tax relief that may apply. Exemptions from DIRT are determined by the government and are subject to change.
- 15.3 A certificate of interest in respect of the Account, detailing the gross interest, the DIRT deducted and the net interest on the Account will be issued to you on request.
- 15.4 Financial institutions in Ireland are required as a matter of law to collect information about a customer's tax arrangements. We will make all disclosures and provide all information required by the Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulations including without limitation FATCA and CRS.
- 15.5 We reserve the right to deduct monies from your Account in accordance with our legal obligations on the instructions of the Revenue Commissioners including without limitation on receipt of a Notice of Attachment issued pursuant to Section 1001 and/or 1002 of the Taxes Consolidation Act 1997.
- 15.6 Please note that KBC are unable to offer taxation advice. For tax related queries please contact your professional tax advisor or the Revenue Commissioners. Further information on CRS and FATCA is available on the Revenue website [www.revenue.ie/en/business/aeoi/index.html](http://www.revenue.ie/en/business/aeoi/index.html).

## **16. NON RESIDENT ACCOUNTS**

- 16.1 If you are not resident in the Republic of Ireland for tax purposes you may be exempt from DIRT on the Account. It is your responsibility to seek any applicable exemption. The Bank will deduct DIRT from the Account of non residents unless a fully completed non resident declaration form and other verification documentation required has been received by us.
- 16.2 We will make all disclosures and provide all information required by the Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulations.

## **17. SET-OFF**

- 17.1 We may at any time and from time to time, as a continuous right, without notice or demand:
  - 17.1.1 apply in or towards satisfaction of any of your obligations to us (whether present or future, whether actual or contingent, whether incurred by you alone or with others or as principal or surety and whether or not then due) any monies (whether or not then due and irrespective of the currency of same) which we hold on your behalf; and
  - 17.1.2 combine or consolidate all or any of your accounts including the Account (whether or not then due and irrespective of the respective currencies thereof or the location of our office(s) where they are maintained and whether maintained in your name or our name).
- 17.2 Where such application or combination requires the conversion of one currency into another, such conversion shall be calculated at a market rate of exchange customarily utilised by us in the usual course of our business (as conclusively determined by us).
- 17.3 Our rights under this Clause 17 are without prejudice to, and in addition to, any right of set-off, combination, consolidation or other similar right to which we may at any time be otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.

## **18. AMENDMENTS AND VARIATIONS**

- 18.1 We reserve the right to amend these Terms and Conditions from time to time for such reasons as we deem reasonable and/or necessary. In particular we may amend these Terms and Conditions due to changes in legislation or regulation applicable to us or the operation of the Account and/or there is a change in technology, our IT systems and/or banking practice generally or as otherwise considered by us as reasonable and/or necessary.
- 18.2 We will give you at least two months' notice of such amendments or variations unless otherwise permitted by law. Unless we are required by law to use a particular medium, notice will usually be provided via our website, your personal e-documents folder on your Digital Service or we may place an advertisement in at least 2 daily national newspapers outlining the changes. Changes to an interest rate or exchange rate, which will not adversely affect you may be implemented as soon as practicable.
- 18.3 If you do not accept the amendment or variation, you will have the option to close the Account. If you do not close the Account prior to the date on which the changes come into effect you will be deemed to have accepted the amendments to the Terms and Conditions. In respect of Fixed Term Accounts, if you opt to close the account any broken funding charge to which you agreed when you opened your Account will apply. Alternatively you may request to continue with the Fixed Term Account until maturity on the basis of the previous terms and conditions however you will not be permitted to reinvest the funds on maturity on the basis of the previous terms and conditions.

## 19. NOTICES

- 19.1 Letters to KBCI can be posted to or delivered by hand and should be addressed to KBC Customer Services, KBC Bank Ireland plc., PO Box 12421, Sandwith Street, Dublin 2.
- 19.2 Any notices, demands or statements sent to you shall, if sent by prepaid ordinary post be deemed given to you 48 hours after it was sent to your last known address or if given by hand, when delivered and if given by facsimile, when transmission is completed and confirmation receipt is received.
- 19.3 Any notice required to be served by you in connection with this agreement can be served by sending such notice by prepaid ordinary post to KBC Bank Ireland plc, Sandwith Street, Dublin 2, addressed to the Head of Retail Banking and shall be deemed given by you to us 48 hours after posting.

## 20. FORCE MAJEURE

We will not be in breach of our obligations under these Terms and Conditions nor liable to you if we are prevented from or there is a delay in providing any service (including without limitation Debit Card Services, Online Services and Mobile Services) to you or performing any of our obligations hereunder (including carrying out any transactions or instructions received in respect of the Account) where such failure or delay arises because of any act of God, fire, act of government or state, war, terrorism, civil commotion, insurrection, embargo, failure of computer or communication system, prevention from or hindrance in obtaining energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of our agents or third parties or any other reason beyond our control.

## 21. ASSIGNMENT

You may not assign or otherwise transfer any of your rights, benefits or obligations under this agreement without our prior written consent. We may (without the need for any further consent from or notice to you) assign, transfer, mortgage, novate, charge or otherwise grant interests in or dispose of the whole or any part of our rights, benefits and obligations in connection with this agreement and the Account and any reference to us in this agreement shall be deemed to include any assignee, transferee, novatee, mortgagee, chargee, grantee or other disposee and our successors who shall be entitled to enforce and proceed upon and exercise all rights, powers and discretions under this agreement in the same manner as if named herein.

## 22. WAIVER

No time or indulgence which we may extend to you nor any waiver by us of any condition of the Terms and Conditions shall affect our rights and powers thereunder or affect our ability to enforce that term or condition at any time in the future.

## 23. LIABILITY AND INDEMNITY

- 23.1 Subject to Clause 24 but to the fullest extent permissible by law we will not be liable for any direct, indirect or consequential loss or damage suffered by you resulting from or in connection with the performance by us of our obligations under these Terms and Conditions, the operation and management of the Account or the carrying out of transactions or instructions received in respect of the Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence.
- 23.2 You hereby agree to indemnify us in full against any loss, damage or expense which we may incur as a result of any breach by you of these Terms and Conditions.

## 24. STATUTORY RIGHTS

- 24.1 If there is any conflict between these Terms and Conditions and your statutory rights, including inter alia rights contained in the PSD and Consumer Credit Law, your statutory rights will prevail.
- 24.2 These Terms and Conditions will not affect any legal liability or duty of care which we owe to you by law, any other duty we have to act with skill, care and diligence in connection with the provision of this financial service to you or any liability we owe to you for failure to exercise the degree of skill, care and diligence that may reasonably be expected of us in the provision of this financial service.
- 24.3 In addition to the periodic statements you receive in respect of your Account under the PSD you are entitled to request any payment information in relation to your account at any time by contacting us. We will provide this to you in paper or another Durable Medium.

## 25. SEVERABILITY

Each of the clauses, sections and sub-sections of the Terms and Conditions is severable and distinct from the others. If at any time such clause, sections or sub-sections is or becomes invalid, illegal or unenforceable, this will not affect the validity, enforceability and legality of any of the other clauses, sections and sub-sections of these Terms and Conditions.

## 26. LANGUAGE

These Terms and Conditions and all information which we supply to you and all other communications with you (either pre or post formation of an agreement with you) will be in English.

## 27. CURRENCY

Unless otherwise stated, the currency of the Account shall be Euro or such other currency as may from time to time be the lawful currency of the Republic of Ireland.

## 28. CONFIDENTIALITY

28.1 We observe a duty of confidentiality about your financial affairs. We shall be entitled and you hereby authorise us (without the need for any further consent from or notice to you) to provide any information concerning you to:

28.1.1 any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor of KBCI and their respective officers, employees, agents and advisers;

28.1.2 any credit reference agency;

28.1.3 any other member of the KBC Bank Group and their respective officers, employees, agents and advisers;

28.1.4 any person with whom we have entered or propose to enter into contractual relations or who provides or proposes to provide services to us in connection with the Account and their respective officers, employees, agents and advisers;

28.1.5 (if there is more than one of you) the other(s) of you and their respective advisers, and

28.1.6 to third parties (including without limitation law enforcement authorities) where KBCI is permitted, required or compelled to do so but only to the extent required by law or by the rules of any regulatory authority to which KBCI is subject to

28.2 We may (without the need for any further consent from or notice to you) make such enquires about you as we from time to time consider appropriate.

28.3 Insofar as the information mentioned in this Clause 28 consists of personal data within the meaning of the DPA the authority contained in this clause shall be a consent for the purposes of that Act.

## 29. DATA PROTECTION

29.1 In order to supply (and continue to supply) you with products and services, KBCI will require information from you. Your Information, including your personal data, consists of the details provided in the account application, together with any other information that is furnished to us in connection with this Account, any loan, guarantee, other account(s), products, or services that you may request and/or we may provide to you from time to time, information obtained from third parties, through our website, KBC Mobile Banking App, our social media sites and your transaction data ("Information"). The information that you supply will be held on a relevant filing system which may be a computer database, or any other database/system.

29.2 Your Information, including your personal data, will be retained and processed by KBCI for the following purposes:

- To process and assess the application(s) and any applications for products and services that you may request from KBCI or KBCI may provide to you in the future;
- To manage and administer your Account(s), policies, and any other banking products and services, which you hold with KBCI or KBCI may provide to you from time to time;
- To verify the Information and otherwise meet our legal and compliance obligations, which include those relating to the prevention of money laundering, financing of terrorism and fraud, (where necessary this may mean reporting to regulatory authorities on activities such as the prevention of money laundering and terrorist financing, tax compliance and evasion, fraud and other such activities which may require KBCI to notify the authorities);
- To enable KBCI manage, on a holistic basis, its relationship with you through maintaining a single view of your Accounts and any products or services that we may provide to you and any interaction with us;
- In terms of any credit facility and credit related services, KBCI may undertake credit and other checks and make credit decisions (including, where applicable, by automated decisioning) , and conduct credit searches against the applicants (as we consider appropriate) prior to supplying, during, and when renewing or reviewing any credit facility and credit related services;
- To review your complete financial position with KBCI which will include (where relevant), the security which we hold, debit balances, credit balances and any other relevant information which we hold;
- To carry out statistical analysis, market research, predictive/analytical modelling, and to develop and assess products and services;
- To allow KBCI conduct quality control checking and compile management information for internal reporting throughout KBCI; and
- In accordance with your preferences, for marketing purposes.

29.3 Disclosures: We may disclose Information in the following circumstances:

- To other companies within KBC Bank Group;
- To our agents, legal and other advisers, service providers and contractors;
- To other persons connected with your account (e.g. company directors, partners, other account holder(s) etc.) and to your/their authorised financial advisers or other intermediaries;
- To the Irish Credit Bureau ("ICB") or relevant other credit agency (where credit facilities are availed of). Such agencies will record details of each search regardless of whether or not your application is successful, for a period of time;
- In the context of a sale of the whole or part of our business and/or Account;
- Where we are required by any regulatory body, law enforcement agency, court or other legal process; and/or
- Where necessary to verify the authenticity of documentation provided to us.

The above disclosures may from time to time require the transfer of your Information to other countries. By agreeing to these terms and conditions you consent to the transmission by us of your data outside of the EU/EEA for the purposes outlined in these Terms and Conditions. We will not however transfer personal data to a country or territory outside of the EEA to a country that is deemed by the European Commission not to have adequate safeguards for data protection save where such transfer is made under a contract which includes the model contractual clauses approved by the European Commission to ensure there will be adequate safeguards for such data protection.

29.4 Electronic Communications and Phone Calls: Your Information may be processed, recorded and retained by us in electronic form. You agree, pursuant to the Electronic Commerce Act 2000, that KBCI may communicate with you electronically in relation to your Account(s), and that it may rely on such electronic communications, records, originals and documents in any dealing with you. As set out in Clause 7 we may also monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes.

29.5 Right of Access: In accordance with the Data Protection Acts 1998 and 2003 ("DPA"), you have the right, subject to certain exemptions, to receive a copy of all "personal data" (within the meaning of the DPA) and to have any inaccuracies in your personal data corrected. Personal data primarily relates to the following categories of information: your name, your address, your date of birth, your account number, your account balances, details of life policy and information you provided to the Bank in relation to the Account(s). If you would like a copy of the personal data to which you are entitled under the DPA, which is held by us, a written request is required. Such requests should be directed to The Customer Services Department, KBC Bank Ireland plc, Sandwith Street, Dublin 2. A small fee will be charged for such requests. Furthermore, you may be required to provide us with sufficient information in order that we can verify your identity and locate your data. If you inform us of any inaccuracy in your personal data, we will promptly correct the inaccuracy upon verification.

29.6 We may make such enquiries about you as we may from time to time consider appropriate and may provide information provided by you in the application for the Account and information in relation to the conduct of the Account to credit reference agencies. Credit reference agencies will keep for a period of at least a year, a record that a search has been made, and they will inform anyone else carrying out a search of the other searches made against such parties in that period.

### 30. ENTIRE AGREEMENT

You acknowledge that the application is made on the basis of these Terms and Conditions and is subject to these Terms and Conditions together with the authorisations, acknowledgements, instructions, mandates and consents contained in your application, the Personal Deposit Rate Matrix and our Fees and Charges Booklet and that you have not relied on any representations or other information (whether oral or written) other than as set out herein to enter into this agreement.

### 31. COMPLAINTS

31.1 At KBC Bank Ireland we pride ourselves on our customer service and it is our policy to ensure that all of your concerns are dealt with fairly and promptly. We aim to provide a quality and professional service to our customers and we welcome your suggestions as to how we can improve. If you have any complaint in relation to the services provided by us you should outline the nature of your complaint to us through our website at [www.kbc.ie](http://www.kbc.ie), by telephone on (01) 6646000 or in writing, addressing it to KBC Bank Ireland Complaints and Resolution Manager. The complaint will be fully investigated by us and a full response will be provided to you. While our investigation of any complaint is ongoing, we will provide you with a regular written update. The Consumer Protection Code requires us to attempt to investigate and resolve a complaint within 40 business days of receipt. However, we generally respond to all complaints within 20 days.

31.2 In the event you are dissatisfied with the outcome of your complaint you may be entitled to refer your complaint to:-  
Republic of Ireland Customers:-

Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Lo Call 1890 882090 Telephone 01-6620899

Email:- [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie) Website:- <http://financialombudsman.ie/>



The Financial Services Ombudsman may not investigate a matter which is or has been the subject of legal proceedings before a court or tribunal, occurred more than six years before the complaint is made or is within the jurisdiction of the Pensions Ombudsman.

Northern Ireland/United Kingdom Customers:-

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone 00 44 207 964 0500

Email:- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website:- <http://financial-ombudsman.org.uk/>

- 31.3 A copy of our complaints handling procedure is available on request, please contact the Complaints & Resolution Team on (01) 6646000 or download a PDF brochure from our website which outlines our complaints procedure in full.
- 31.4 Under EU Regulation 524/2013, traders such as KBC Bank Ireland who sell services online are obliged to inform consumers of a EU wide online dispute resolution platform for consumers who wish to resolve out of court disputes which have arisen online. The online dispute resolution platform is accessible at <http://ec.europa.eu/consumers/odr/>

## 32. GOVERNING LAW AND JURISDICTION

- 32.1 The laws of Ireland apply as the basis for establishing relations with you prior to entering into any agreement with you.
- 32.2 You agree that the Account and these Terms and Conditions (including any amendments made thereto) shall be governed by and construed in accordance with the laws of Ireland and that the courts of Ireland shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith.

## 33. CONTACT US

You can contact us:

- (a) in person by calling into any of our offices the location of which are set out on our website or
- (b) by telephone at 1800 93 92 44 or
- (c) by email at [customerservice@kbc.ie](mailto:customerservice@kbc.ie) or
- (d) by writing to KBC Bank Ireland Plc., PO Box 8666, Sandwith Street, Dublin 2.

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## PART C - CURRENT ACCOUNT

### 34. AVAILABILITY OF THE CURRENT ACCOUNT

- 34.1 The Current Account is only available to a Personal Customer who is over 17 years of age and legally resident in the European Union. In the case of a Joint Account each Account holder must be a Personal Customer over 17 years of age and resident in the European Union.
- 34.2 Additional availability criteria may apply in respect of certain types of current accounts. These are set out in Clause 48 below.

### 35. PURPOSE FOR WHICH CURRENT ACCOUNT CAN BE USED

- 35.1 The Current Account can only be used to operate and manage personal financial affairs. For example it may be used to receive wages and salary payments and to pay personal and domestic bills. You are not permitted to use the Current Account for any business, charity, club, society or other organisation.
- 35.2 The Current Account is a Euro account. You are not permitted to make lodgements to your Current Account in a currency other than Euro. Non-euro Debit Card withdrawals may be made in accordance with Clause 59 below for which additional fees and charges will apply, however the withdrawal of non-euro cheques and/or drafts is not permitted.

### 36. OPENING A CURRENT ACCOUNT

- 36.1 To open a Current Account, you must complete a Current Account Application. You can submit your application by using the Digital Service, by phone, by post or deliver it to one of our offices or mobile units.
- 36.2 In order to operate and manage a Current Account, you will be required to avail of Debit Card Services and Digital Services. In the case of Joint Account, the principal Account holder will be required to avail of Debit Card Service and Online Services. These services are also available to the other joint Account holder if they so wish.

### 37. OPERATING A CURRENT ACCOUNT GENERALLY

- 37.1 At all times, the Current Account must be operated in credit unless we have a separate agreement with you for an Overdraft Facility.
- 37.2 You must ensure that you have sufficient funds in the Current Account to meet all payments to be made from the Current Account.

- 37.3 We may at our absolute discretion decide whether to execute a transaction where the available Cleared Funds in the current account are less than the amount of that transaction. Where we decide to execute a transaction or any number of transactions in these circumstances this does not amount to any commitment by us to do so in the future. Fees and charges will apply to the Current Account as set out in our Fees and Charges Booklet.
- 37.4 There is no cheque book facility on the Current Account but you may withdraw from the Current Account by cheque from KBCI in accordance with Clause 42.2 below.
- 37.5 If at any stage you close your Current Account, all other products or benefits that require you to have or use a Current Account will cease. Should you close your Current Account and you hold an Instant Interest Fixed Rate Account this account will remain open and continue until the end of its term, however you will lose the benefit of the 'Pay Me Now' facility that is available on that type of account. Should you close your Current Account and you hold a Smart Move Online Demand Account, that account shall remain open but will earn interest at the then prevailing Standard Demand Deposit Account interest rate as set out in our Personal Deposit Rate Matrix.

### **38. LODGEMENTS**

- 38.1 Monies can be lodged to a Current Account by way of electronic fund transfer / Credit Transfer. Lodgements in a currency other than Euro will not be accepted. Monies lodged to the Current Account by electronic fund transfer / Credit Transfer will be credited to the Current Account on the Business Day they are received by us. All lodgements are subject to examination by us and we may make such inquiries regarding a Lodgement as we deem necessary.
- 38.2 You can lodge a cheque or banker's draft to a current account by sending it by post to KBC Current Account Team, KBC Bank Ireland plc., PO Box 12421, Sandwith Street, Dublin 2 or delivering it by hand to one of our offices.
- 38.3 You may not draw against a cheque or banker's draft which has been lodged to the Current Account until the cheque/bankers draft has cleared through the payment system. The cheque clearing period only commences once the cheque is received at our Head Office in Sandwith Street. From the date KBCI receives the cheque/bankers draft in Sandwith Street, it generally takes 7 business days to clear. The amount of your cheque/bankers draft will be credited to the Current Account on lodgement and be included in the Current Account balance. If a cheque/bankers draft is returned unpaid or recalled by the paying bank, we shall debit the Current Account with the amount of the cheque/bankers draft, and any interest we have paid on it and any fees or charges payable.
- 38.4 Only cheques/bankers draft in euro will be accepted for lodgement to your Current Account. We can accept any cheque or bank draft drawn on an Irish Bank Account and made payable to the Personal Customer or KBC Bank Ireland plc. Where a cheque is marked "Account Payee Only", we can only accept the cheque as a lodgement if the payee is either the Personal Customer or KBCI. Where the above markings are not on a cheque and the payee is not the Personal Customer or KBCI, then we may at our sole discretion accept the cheque if it is made payable to an individual/person and is endorsed by this individual/person on the back of the cheque. You hereby agree to indemnify us in full against any loss, damage or expense which we may incur as a result of or in connection with accepting third party cheques. We cannot accept cheques made payable to cash.
- 38.5 There is no facility to lodge cash to a Current Account.
- 38.6 We may refuse to accept a Lodgement to a current account without providing a reason.

### **39. DIRECT DEBITS**

- 39.1 Direct Debits are subject to the SEPA Core Direct Debit Scheme Rules.
- 39.2 You may set up Direct Debit(s) on a Current Account on a recurring or one off basis by completing a Mandate with the relevant Direct Debit Originator. You will be required to provide a Unique Identifier for the Current Account which is on your statement, is available on the Website or on request.
- 39.3 Where we receive Direct Debit instructions to collect monies from a Current Account from a Direct Debit Originator's bank we will execute the Direct Debit in accordance with that instruction and we may treat the instruction as having been authorised by you.
- 39.4 You must contact the Direct Debit Originator to amend or cancel a Mandate. Where you wish to instruct us to refuse a Direct Debit collection you must notify us by no later than 4.00pm on the Business Day immediately preceding the scheduled debit date. You must comply with the terms of the Mandate agreed with the Direct Debit Originator and must resolve any disputed Collections directly with the Direct Debit Originator.
- 39.5 Without prejudice to the rights and obligations otherwise set out in these Terms and Conditions, and in accordance with the Scheme Rules, you may instruct KBCI to refund a Direct Debit which has been collected from the Current Account up to eight weeks from the date on which the Current Account was debited. You are not obliged to but can give reasons for the instruction. You should send such instruction to KBCI in writing. This right is without prejudice to your responsibilities to seek resolution of any issue with the Direct Debit Originator or any related or corresponding rights of the Direct Debit Originator or other party.
- 39.6 You also have the right to place a limit on a Direct Debit from a particular Direct Debit Originator. In addition, you can limit the frequency at which a Direct Debit Originator can collect a direct debit from your Current Account. If you wish to place these limits on a Direct Debit Originator, you must request so in writing to us.

- 39.7 You have the right to block any Direct Debit Originators from setting up a direct debit on your Current Account. In order to do this, you should advise us in writing of any such Direct Debit Originators you wish to be prohibited from setting up a Direct Debit on your Current Account.
- 39.8 Where in our opinion there are insufficient funds in your Current Account to meet Direct Debits mandated to it, we may cease to facilitate Direct Debit services on your Current Account.

#### **40. CREDIT TRANSFERS (INDIVIDUAL CREDIT TRANSFERS AND STANDING ORDERS)**

- 40.1 Credit Transfers/Standing Orders are subject to the SEPA Credit Transfer Scheme Rules.
- 40.2 You can instruct us to make an individual Credit Transfer/Standing Order from a Current Account. You will be required to provide certain information in relation to the beneficiary account, including the Unique Identifier.
- 40.3 You may set up a Credit Transfer/Standing Order from a Current Account using the Digital Service or by completing and submitting to us a Credit Transfer/Standing Order Mandate Form which is available on request.
- 40.4 A completed instruction for a Credit Transfer will be executed as follows:
- 40.4.1 Instructions received through our Digital Service received before midnight will be credited to the recipient account by the end of the next Business Day;
  - 40.4.2 Instructions received through our Digital Service received on or after midnight will be deemed to be received on the next Business Day and at the latest will be credited to the beneficiary's account by the end of the Business Day immediately following the Business Day on which the Payment Instruction is deemed to have been received by us.
  - 40.4.3 Paper instructions (i.e. those submitted in writing on a Standing Order Mandate Form / Credit Transfer form) will be credited to the beneficiary's account within two Business Days immediately following the Business Day upon which the written instruction is deemed to be received by us.
- 40.5 Standing Orders will be executed on the day specified in the Standing Order Mandate Form (or the next business day if the day specified is not a business day). You may specify in the Standing Order Mandate form a specific date or dates when the transfer should be executed.
- 40.6 You can suspend / amend a single incidence of a recurring Standing Order, or cancel a Standing Order, by contacting us up to 4.00 p.m. on the Business Day preceding the date specified for payment of the relevant Standing Order. Such instruction must be made by contacting us at 1800 93 92 44.
- 40.7 We may cancel a Standing Order on a Current Account if it has been unpaid on more than one occasion and where it is reasonable to consider that the available funds on the current account are unlikely to be sufficient to meet future payments under the Standing Order.
- 40.8 Individual Credit Transfers
- Daily limits apply on the Current Account in relation to the amount of funds that can be transferred and the number of transfers that can be done on any one day. These limits will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available to customers on request.
- 40.9 If you hold a mortgage account with KBC and you elect to pay your Mortgage Account from your Current Account you hereby irrevocably authorise us to debit your Current Account with the monthly mortgage repayment due in connection with the mortgage account in accordance with the terms of the mortgage loan agreement.

#### **41. SWEEPER FACILITY**

- 41.1 You may set up a sweeper facility on your Current Account. This allows for the balance in your Current Account over a pre-selected amount to be transferred on a given date each month from your Current Account to a Smart Move Online Demand Account.
- 41.2 You may only set up the sweeper facility through the Online Service or the Mobile Service and you must select the date each month on which the sweep is to take place and the minimum balance you wish to retain in your Current Account after the sweep. On the date selected any amount in your Current Account above the minimum balance you have selected will be transferred to your Smart Move Online Demand Account.
- 41.3 You can only set up a sweeper facility to a Smart Move Online Demand Account. You cannot set up a sweeper facility to any other type of KBCI account or to an account with any other financial institution.
- 41.4 It is your responsibility to ensure your sweeper date is adjusted if the date your salary or any other regular lodgement is paid into your Current Account changes. This is to ensure you have the required funds in your Current Account to meet your ongoing needs. Where you request your Current Account to be closed, the Sweeper Facility will be automatically cancelled upon closure of your Current Account.
- 41.5 If your sweeper date falls on a non-business day, the sweeper transfer will be processed at 6pm on the next business day. If you want to change your sweeper date, please send a written instruction to PO Box 12421, Sandwith Street, Dublin 2.

## **42. WITHDRAWALS**

- 42.1 You may withdraw cash from a Current Account from any ATM displaying the MasterCard Logo subject to Cleared Funds and daily limits.
- 42.2 You may also withdraw money from a Current Account by means of a cheque. In order to request a cheque from a Current Account you will be required to give us an instruction in writing. Upon receipt of your instruction we will process and issue the cheque from our Head Office in Sandwith Street and it will be posted to the current address on file for the Current Account. We do not take any responsibility for any delays caused by postage and therefore you should allow yourself sufficient time for receipt of the cheque.
- 42.3 It is not possible to withdraw cash from a Current Account at any of our offices.
- 42.4 We may take such measures as are reasonably necessary in order to verify your identity and or veracity of any withdrawal instruction prior to the execution of your instruction.

## **43. ACCOUNT STATEMENTS**

- 43.1 All information on the Current Account will be available to you through the Digital Services. In addition, if quarterly e-statements are available as a feature you will be able to access these via the Digital Service. If you elect to receive paper statements these will be issued once a quarter by post to the address provided to us on account opening unless you have advised us of a change of address. Until such time as e-statements are exclusively available we will issue you a paper statement once a quarter.
- 43.2 You can review your account information online and upon receipt of your statement you should examine it carefully and report any disputed transactions, errors or omissions to us. You must notify us without undue delay on becoming aware of an unauthorised or incorrectly executed transaction in accordance with Clause 62 and 63 of these Terms and Conditions and as otherwise provided for in these Terms and Conditions.
- 43.3 You may request additional statement(s) of a Current Account at anytime however a fee (in accordance with our Fees and Charges Booklet) may be incurred and debited to the Current Account in respect of this service. You may request a statement by writing to us at KBC Current Account Team, KBC Bank Ireland plc., PO Box 12421, Sandwith Street, Dublin 2 or phoning us at 1800 93 92 44.

## **44. UNAPPROVED DEBIT BALANCES/UNAUTHORISED POSITIONS**

- 44.1 In the event that the Current Account has an unapproved debit balance or for any reason the Current Account enters an unauthorised position, we may immediately require you to repay the debit balance and you are liable for the debt together with any fees, charges, penalties and surcharge interest payable in connection therewith.
- 44.2 In accordance with our Fees and Charges Booklet we may charge fees, surcharge interest and penalties in respect of any unapproved debit balance.

## **45. DEBIT INTEREST**

- 45.1 Where we have agreed to grant an Overdraft Facility on a Current Account you must pay interest (debit interest). Debit interest is calculated and charged as agreed in the Letter of Sanction for the Overdraft Facility, on a daily basis on the cleared daily debit balance on the Current 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 Current Account.
- 45.2 Where the Overdraft Facility is authorised the debit interest rate will be advised in the Letter of Sanction provided at the time the overdraft is agreed.
- 45.3 Debit interest will be debited to the Current Account every quarter (or such other intervals as may be agreed) in arrears and on final payment.

## **46. SURCHARGE INTEREST**

- 46.1 We will also charge surcharge interest on a Current Account in the event that:
  - 46.1.1 the overdrawn balance on the Current Account is in excess of your authorised overdraft limit. In this case we will charge surcharge interest on the difference between the agreed overdraft limit and the amount by which the Current Account is overdrawn;
  - 46.1.2 You overdraw a Current Account that does not have an agreed Overdraft Facility on the amount by which the Current Account is overdrawn.
- 46.2 Further details of surcharge interest are available in our Fees and Charges Booklet which is available from any of our offices, online at our Website or by contacting us at 1800 93 92 44 or customerservices@kbc.ie.

## 47. CREDIT INTEREST

- 47.1 Credit interest on the Current Account will be calculated on the daily balance outstanding on Cleared Funds and shall accrue from day to day and will be calculated on the basis of the actual number of days elapsed and the number of days in a year as from time to time corresponds with the normal banking practice which for Euro is presently 365 days based on a 360 day year. Any reference to 'per annum' or payments of an annual nature shall be construed accordingly.
- 47.2 Credit interest will be set at a variable rate. If there is a change in the interest rate, we will notify you not less than 60 days before the date the interest rate change takes effect by publishing details of the new interest rate in at least 2 Irish national daily newspapers. The interest rate is available on request by contacting us at 1800 93 92 44 or customerservices@kbc.ie
- 47.3 Interest is payable quarterly and will be credited to the Current Account on the last Business Day of each quarter.

## 48. ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC TYPES OF CURRENT ACCOUNTS

In addition to our standard terms and conditions for Current Accounts the following additional terms and conditions apply in connection with the following specific Current Accounts:

### 48.1 Student Current Account

- 48.1.1 A Student Current Account is available to full time third level students aged 17 years or over attending an Irish third level institution for more than 21 hours each week. The duration of the course must be at least one academic year. We may at our discretion require you to supply satisfactory evidence of this such as your student card or CAO number.
- 48.1.2 You may only have one Student Current Account and if you have held a Student Current Account with us previously, we are not obliged to offer it to you again.
- 48.1.3 The holder of a Student Current Account will benefit from no account maintenance and/or ATM Withdrawal & Cheque Lodgement processing fees being charged to the Student Current Account. Other fees and charges may apply in accordance with our Fees and Charges Booklet.
- 48.1.4 Cessation of Student Current Account
- (i) Where a student ceases to be a full time third level student, the benefits set out in Clause 48.1.3 will no longer be available and your Student Current Account will be liable for all fees and charges applicable to a Current Account as set out in our Fees and Charges Booklet.
  - (ii) You are obliged to advise us when you cease to be a full time third level student however we may at our discretion change your account to our standard Current Account should we have reason to believe you are no longer eligible for the benefits of our Student Current Account.
  - (iii) At the end of the term of your third level course as stated on your Current Account Application we may change your Student Current Account to our standard Current Account or such other account that we deem suitable for your needs.
  - (iv) We will notify you before we change your Student Current Account.
- 48.1.5 We reserve the right to amend, modify, cancel, withdraw or change the benefits applicable to the Student Current Account at any time. Any such changes will be notified to you in accordance with Clause 18 above.
- 48.1.6 You must be aged 18 years or more to be eligible to apply for an agreed overdraft in respect of a Student Current Account.

### 48.2 Current Account Plus

- 48.2.1 A Current Account Plus is available to Personal Customers aged 60 years of age or over. The benefits set out below are automatically available to Current Account Personal Customers aged 60 years of age and over (identified by the date of birth we hold for you on file).
- 48.2.2 The holder of a Current Account Plus will benefit from no account maintenance and/or ATM Withdrawal & Cheque Lodgement processing fees being charged to the Current Account. Other fees and charges may apply in accordance with our Fees and Charges Booklet.
- 48.2.3 Two people may hold a Current Account Plus so long as the primary Accountholder is 60 years of age or over.
- 48.2.4 In the case of the death of the primary Accountholder and the surviving Accountholder is under 60 years of age the benefit set out in Clause 48.2.2 will no longer be available and your account will be liable for all fees and charges applicable to the a Current Account as set out in our Fees and Charges Booklet.
- 48.2.5 We reserve the right to amend, modify, cancel, withdraw or change the benefits applicable to the Current Account Plus at any time. Any such changes will be notified to you in accordance with Clause 18 above.

### 48.3 Extra Current Account (formerly known as the Flex Current Account)

- 48.3.1 To be eligible for an Extra Current Account you must agree to lodge a minimum amount of €2,500 to your Account each and every calendar month. Existing Current Account holder(s) can apply to change their Current Account to an Extra Current Account. An Extra Current Account can be opened in sole or joint names with a maximum of two accountholders in respect of joint accounts. Only one Extra Current Account in your sole name and one in your joint names is permitted per individual.

- 48.3.2 The holder of an Extra Current Account will benefit from no account maintenance and/or ATM Withdrawal & Cheque Lodgement processing fees being charged to the Account so long as they continue to lodge €2,500 to the account each month. Other fees and charges may apply in accordance with our Fees and Charges Booklet.
- 48.3.3 An Extra Current Account customer may from time to time avail of optional extras offered in conjunction with your Extra Current Account. You are not obliged to avail of these optional extras. Terms and Conditions and/or fees and charges may be applicable to these optional extras.
- 48.3.4 If you fail to lodge €2,500 to your Extra Current Account in any given month you will be liable for all fees and charges applicable to a standard KBC Current Account as set out in our Fees and Charges Booklet for the whole of the quarter in which that month fell. You will be re-eligible for the benefits in accordance with Clause 48.3.2 above from the beginning of the next quarter.
- 48.3.5 In addition if you fail to lodge the monthly amount of €2,500 to your Extra Current Account on more than one occasion you will lose the benefits of any optional extras (including without limitation any bonus interest rates applicable to Extra Deposit Accounts) which you have availed of in conjunction with your Extra Current Account.
- 48.3.6 Should you recommence making the minimum lodgement of €2,500 every month you will be re-eligible for the benefits set out a clause 48.3.2 above from the beginning of the next quarter. You may however not be entitled to the reinstatement of any optional extras (including without limitation any bonus interest rates applicable to an Extra Deposit Accounts) which you have availed of in conjunction with your Extra Current Account.
- 48.3.7 We reserve the right to amend, modify, cancel, withdraw or change the benefits applicable to the Extra Current Account at any time. Any such changes will be notified to you in accordance with clause 18 of these Terms and Conditions.
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## **PART D - CONDITIONS OF USE OF DEBIT CARD**

### **49. USE OF DEBIT CARD GENERALLY**

- 49.1 We agree to issue you a Debit Card for use in connection with the Current Account. The Debit Card and the Debit Card Services must only be used in accordance with these Conditions of Use. The use of the Debit Card and the provision of Debit Card Services is also governed by banking law and practice generally, and will be subject to fees and charges as set out in the Fees and Charges Booklet and the Terms and Conditions.
- 49.2 The Debit Card is for your sole use and is not transferable. Each Debit Card can only be linked to the Current Account for which it was issued. You may not provide your Debit Card to another party to execute transactions on your behalf.
- 49.3 In the case of a joint Current Account, the primary Accountholder and the other joint Accountholder will be issued with a Debit Card for the joint Current Account. The primary Accountholder is required to have a Debit Card for the Current Account. The other Joint Accountholder may request a Debit Card is not issued in their name. A Joint Accountholder can only have a Debit Card in their own name, they cannot request a Debit Card in the name of the other Joint Accountholder. A maximum of two Debit Cards can be issued for a joint Current Account, one for each Joint Accountholder.
- 49.4 The Debit Card is and remains the property of KBCI. We reserve the right at any time to cancel, suspend, recall or retain the Debit Card. We may at our sole discretion refuse to re-issue, renew or replace any Debit Card.
- 49.5 You should ensure that you have sufficient funds in your Current Account to cover any payments or transactions you enter into using the Debit Card. The fact that you may be issued with a Debit Card does not afford you any credit privileges in connection with the Current Account or any entitlement to overdraw on your Current Account except as may be provided by a separate credit agreement entered into between you and KBCI.
- 49.6 You can use your Debit Card in conjunction with your PIN to authorise point of sale transactions and withdrawals from ATMs. You may also use your Debit Card in conjunction with your signature where Chip and PIN facilities are not available. You may also use your Debit Card number to authorise transactions by mail, telephone or online. Your Debit Card is enabled to effect contactless transactions.
- 49.7 You may not use your Debit Card if the Debit Card has expired, has been reported lost or stolen or has been suspended or cancelled or if the Current Account has been closed or terminated. You cannot use the Debit Card for any illegal purchase or improper purpose whatsoever.
- 49.8 We will usually debit your Current Account with the amounts of ATM withdrawals and Point of Sale Transactions within one business day following receipt by us of the transaction record. The entries relating to an ATM withdrawal or Point of Sale Transaction recorded in your Current Account are conclusive evidence that the withdrawal or Point of Sale Transaction occurred as so recorded save for manifest error.
- 49.9 Balance enquiries through ATMs are not currently available.
- 49.10 The Debit Card is liable for the annual Government Stamp Duty at the then applicable rate. You hereby authorise us to deduct this Government Stamp Duty from your Current Account.

## **50. FIRST USE OF THE DEBIT CARD**

- 50.1 As soon as you receive your Debit Card you should sign your Debit Card using a ball point pen.
- 50.2 You must memorise the PIN for your Debit Card and should not disclose the PIN to any other person. The notification of the PIN received from us should be destroyed as it is not safe to retain.
- 50.3 You may change the PIN we have sent you at selected ATM's. PIN services are currently available at ATM's where the MasterCard symbol is displayed.

## **51. SECURITY OF THE DEBIT CARD**

- 51.1 You are required to take reasonable steps and to exercise due care to ensure the security, safety and confidentiality of your Debit Card, its details and PIN. You must not divulge your PIN to any other person or note the PIN on the Debit Card or anything else carried or associated with the Debit Card in such a way as third parties may be able to decipher or access the PIN. Failure to take such reasonable steps and or exercise due care will be considered gross negligence.
- 51.2 If at any time you suspect or have reasonable reason to believe that your Debit Card or its security details have been compromised, lost, stolen, copied or misappropriated or is being used in an unauthorised or fraudulent manner, you must contact us immediately by telephone at 1800 936 287 or 353 1 6347963. We may at our discretion require you to submit the details in writing however this will not affect any action we may take on foot of the telephone conversation such as cancelling or suspending the Debit Card.
- 51.3 If you report your Debit Card as being lost or stolen in accordance with Clause 51.2 above you hereby irrevocably authorise us to suspend and or cancel your Debit Card. Once the Debit Card has been reported lost or stolen in accordance with Clause 51.2 above and we have cancelled or suspended it, the Debit Card may not be used again even if it is subsequently located.
- 51.4 You hereby agree to provide all necessary information and assistance and to co-operate fully with all investigations carried out in connection with the loss or theft of your Debit Card including those conducted by us internally and those carried out by the Garda Siochana or other third party investigative authority. You hereby authorise us to inform and disclose all relevant information in connection with the loss or theft of your Debit Card to any appropriate third party.
- 51.5 Where you have been a victim of fraud, we may require you to report it to An Garda Siochana
- 51.6 We monitor Debit Card transactions for possible suspicious activities. If we believe suspicious activity is taking place or the Debit Card is or may be being used improperly, we may without having any liability to you for so doing, decline to authorise further transactions on the Current Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you before we take a decision to decline authorisation of such transactions however it may not always be possible for us to contact you before declining such transactions. You hereby agree and authorise us to take such actions as we deem necessary including suspending the Debit Card if it cannot be established that the transaction is a valid transaction.
- 51.7 We will send the Debit Card and PIN to the address we hold for you on our records. You should ensure that arrangements for the receipt of mail at that address are secure. If you change address you must immediately notify us in writing. If you fail to do so there is a risk that your mail could be intercepted resulting in fraud on the Current Account.

## **52. LIABILITY FOR LOSS OR THEFT OF DEBIT CARD**

- 52.1 Subject to Clause 52.2, you may only be liable for €75 in respect of unauthorised transactions carried out using your Debit Card. You are not liable for any transactions carried out using your Debit Card after you have reported it lost or stolen in accordance with Clause 51.2 above.
- 52.2 You will be fully liable for any unauthorised transactions carried out using your Debit Card if:-
  - 52.2.1 the unauthorised transactions occurred due to gross negligence or fraud on your part;
  - 52.2.2 you breach 51.1 above;
  - 52.2.3 if you fail to promptly report the loss or theft of your Debit Card to us in accordance Clause 51.2 above;
  - 52.2.4 you provided the Debit Card to a third party and they used it or passed it to someone else; and
  - 52.2.5 in breach of Clause 51.4 above you fail to co-operate in full with any investigation into the loss or theft of your Debit Card.
- 52.3 We may at our absolute discretion refuse to replace or re-issue any Debit Card that expires or is reported lost or stolen. We will refuse to issue a new Debit Card where you have closed your Current Account or are in breach of any of these Terms and Conditions. A fee may be charged for the issue of a replacement Debit Card.

## **53. CASH WITHDRAWALS**

- 53.1 You can use your Debit Card in conjunction with your PIN to withdraw cash from an ATM where the MasterCard symbol is displayed or at retailers who offer a "cashback" service. When you make a withdrawal we will deduct the amount of the withdrawal from the Current Account and it will be immediately reflected on the available balance.

- 53.2 In respect of withdrawals from an ATM using your Debit Card, daily limits apply in relation to the amount of funds that can be withdrawn and the number of ATM withdrawals you can do from the Current Account on any one day. These limits will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available on request at any time. ATM providers and retailers may apply their own limits to cash withdrawals and these may be lower than the daily limit set by us.
- 53.3 You can use your Debit Card in conjunction with your PIN to withdraw cash over the counter from for example a Bureaux de Change where the MasterCard symbol is displayed up to a specified limit. This limit will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available on request at any time. Some over the counter providers such as Bureaux de Change apply their own limits to cash withdrawals and these may be lower than the daily limit set by us.

#### **54. POINT OF SALE TRANSACTIONS**

When using your Debit Card for a Point of Sale Transaction you may be asked to either enter your PIN or hold your Debit Card against a card reader depending on the payment terminal or sign if a Chip and PIN is not available.

#### **55. CHIP & PIN TRANSACTIONS**

- 55.1 For transactions which require a Debit Card to be inserted into the POS Terminal you will be generally prompted to input your PIN into the POS terminal.
- 55.2 Some POS Terminals may require your signature if they do not have a Chip and PIN facility.
- 55.3 In respect of Point of Sale Transactions using your Debit Card, daily limits apply in relation to the amount of purchases that can be made and the number of Point of Sale transactions you can do from the Current Account on any one day. These limits are available on request.

#### **56. CARDHOLDER NOT PRESENT TRANSACTIONS**

- 56.1 You may authorise a Point of Sale Transaction when you are not in the presence of a retailer or merchant for example over the telephone or online. This is called a "cardholder not present" transaction and the retailer or merchant may ask for any or all of the following details:
- Your Debit Card number,
  - Debit Card validation (last three digits on back of your card),
  - Debit Card expiry date,
  - Your name, address and telephone number,
  - The address to which goods should be delivered, and
  - The amount charged, date and time.

Some retailers or merchants may require you to use MasterCard SecureCode to authorise a cardholder not present transaction. In order to use the service, the cardholder must have a valid mobile phone number registered to the Account. A unique one-time 8 digit numeric passcode will be sent via SMS to your mobile phone at the time authorisation is requested by the merchant. You must enter the unique one-time passcode when prompted. There is no requirement to register for MasterCard SecureCode. We bear no responsibility for any loss, damage, or expense you may incur as a result of authorising a transaction through MasterCard SecureCode. It is your responsibility to ensure KBCI holds your up to date mobile phone number to ensure you have continued use of the MasterCard SecureCode service. You must keep your MasterCard SecureCode secret, memorise it and take the greatest care possible to prevent anyone obtaining it or using it fraudulently.

- 56.2 If we authorise a payment as a cardholder not present transaction this will immediately reduce the available balance in the Current Account by the payment amount.
- 56.3 Some retailers or merchants will apply for pre authorisation of a payment when you give them your Debit Card number e.g. booking a hotel room. The pre authorisation amount will reduce the available balance on the Current Account as set out in Clause 56.2 above.
- 56.4 We have no obligation, responsibility or liability to you or the retailer/merchant concerning goods or services purchased using the Debit Card. You should contact the retailer or merchant if you have any query, complaint or dispute about the goods and services they supply to you. We will not negotiate or enter into any communication with a retailer or merchant on your behalf.
- 56.5 In some circumstances a retailer or merchant may require an authorisation from us to permit a particular transaction which exceeds the transaction limits to proceed. These transaction limits are set by the retailer and are in addition to any transaction limits we may have. The granting of this authorisation is at our discretion and has the effect of reducing the credit balance on the Current Account.
- 56.6 We have no obligation, responsibility or liability to you if a retailer or merchant refuses to accept your Debit Card or if the retailer or merchant fails to contact us for authorisation where required.



- 56.7 Once you have authorised a Point of Sale Transaction, it cannot be subsequently revoked (whether or not a voucher is signed or a PIN number verified). Where you have authorised a retailer or merchant to set up a continuous Payment Instruction on your Debit Card and you wish to cancel it, you must send a written cancellation notice to the retailer or merchant and keep a copy of the letter. Service of such a cancellation notice on a retailer or merchant shall not constitute, or be deemed to constitute, service of any such notice on us.
- 56.8 When a Point of Sale Transaction is authorised by use of a Debit Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Point of Sale Transaction was authorised by you.
- 56.9 When a cardholder not present transaction is authorised by the use of MasterCard SecureCode, this will be regarded as conclusive evidence that the cardholder not present transaction was authorised by you. Use of the MasterCard SecureCode by you is subject to the terms and conditions of MasterCard SecureCode.
- 56.10 If a retailer or merchant initiates a refund in respect of a Point of Sale Transaction carried out on the Current Account we will only credit the Current Account with the amount due upon receipt and processing of the refund amount by us from the retailer or merchant. For non-euro Transactions the amount actually credited to the Current Account may, following deduction of relevant fees and charges, differ from the original amount of the Point of Sale Transaction effected on the Current Account.
- 56.11 KBC MasterPass Wallet is a digital wallet service ("MasterPass") offered by MasterCard Europe sprl ("MasterCard"), with company number/VAT number BE 0448.038.446, in partnership with KBC Bank Ireland plc. that stores your selected payment and shipping information in one convenient and secure place (the "KBC MasterPass Wallet") and transmits that information at your request to online merchants that display the MasterPass checkout mark (the "MasterPass Checkout Button") on their website, mobile site or smart device application. Although KBCI offer the use of the KBC MasterPass Wallet to its customers, MasterPass is run and operated by MasterCard and MasterCard provide the KBC MasterPass Wallet including all systems and functionality to enable it to operate. If you opt to avail of the KBC MasterPass Wallet you agree to be bound by the Terms of Use of the KBC MasterPass Wallet which will be provided to you when you register for the service. You further agree that although KBC are not a party to the Terms of Use for the KBC MasterPass Wallet, KBC can rely upon them as against you in connection with any dispute, claim, proceedings or action arising from the use by you of the KBC MasterPass Wallet. There is no requirement to register for Masterpass and we bear no responsibility for any loss, damage or expense that you may incur as a result of authorising a transaction through MasterPass. It is your responsibility to ensure your MasterPass username and password is kept secure and not shared. When a card transaction is authorised by the use of your KBC MasterPass Wallet, this will be regarded as conclusive evidence that the transaction was authorised by you. In addition where your KBC Masterpass Wallet includes debit cards issued by other financial institutions, we accept no liability in connection with the authorising of transactions on these debit cards through MasterPass.

## **57. CONTACTLESS TRANSACTIONS**

- 57.1 A contactless transaction is one where you are not required to sign or enter your PIN in order to authorise the transaction.
- 57.2 You can use the Debit Card to make purchases for small amounts without using the Chip and PIN. The use of the Debit Card for a contactless transaction will be conclusive evidence that it is authorised by you.
- 57.3 When you make a payment using a contactless card reader you must place your Debit Card against the reader in the retail outlet. The Debit Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security, we may ask you to conduct a Chip and PIN transaction in which case you must insert your card and enter your PIN.
- 57.4 There is a maximum limit on the value of each contactless transaction which is determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available on request at any time. In addition retailers or merchants may apply their own limits in respect of contactless transactions.

## **58. AVAILABILITY OF DEBIT CARD SERVICES**

- 58.1 KBCI is under no obligation to provide ATM facilities or Debit Card Services at any time or any location.
- 58.2 We shall not be responsible or liable for any malfunction, fault, suspension, breakdown, interruption or any other operational or technical problem with any system or service used to process transactions using Debit Cards. We may without liability to you suspend or discontinue Debit Card Services for such period of time as is required to remedy the problem. In addition we may at any time, where we believe at our absolute discretion that there is a real or potential security risk, suspend or discontinue the Debit Card Services until such security risk is resolved without liability to you.

## **59. USE OF DEBIT CARD ABROAD OR IN FOREIGN CURRENCY TRANSACTIONS**

- 59.1 Your Debit Card may be used in most countries worldwide. You should notify us in advance if you are planning to travel abroad. The use of your Debit Card while abroad is subject to local legal and regulatory requirements and your Debit Card may not be used in a foreign country for a purpose which is illegal under the laws of that country.

- 59.2 If you use your Debit Card for a non-euro transaction or withdraw cash in a country that is not a member of the Euro, the amount of any non-euro transaction will be converted to euro at the rate of exchange (as determined by MasterCard) applicable on the date the transaction or withdrawal is debited to your Account in accordance with the procedures of the applicable Scheme Rules. Accordingly the date of conversion may not be the date of the transaction or withdrawal. We have no control over when the transaction or withdrawal will actually be processed by the Scheme Rules. For transactions or withdrawals in EEA countries 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 or withdrawal and the date on which the transaction or withdrawal amount is debited to your Current Account.
- 59.3 Non Euro transactions will attract additional fees and charges and are charged to your account as they occur, typically the date the transaction is posted to your Current Account. These fees and charges are outlined in our Fees and Charges Booklet. In addition some ATM providers in other countries may charge a fee for use of their ATM facilities.

## **60. CANCELLATION AND TERMINATION OF THE DEBIT CARD AND DEBIT CARD SERVICES**

- 60.1 If you wish to cancel your Debit Card or cease using Debit Card Services, you must advise us in writing and then destroy the Debit Card by cutting through the chip and magnetic stripe. The cancellation of the Debit Card or the cessation of Debit Card Services on your Account will not automatically result in the closure of the Current Account.
- 60.2 If an Accountholder is removed from the Current Account, any Debit Card in that Accountholder's name will be automatically cancelled by us. In the case of a Joint Account, both Accountholders remain jointly and severally liable for any amount which is owed to us on an account irrespective of whether one Accountholder has cancelled his / her Debit Card.
- 60.3 We may immediately suspend, block any Debit Card, cancel and/or refuse to issue or replace any Debit Card and cease to provide Debit Card Services to you if:
- 60.3.1 you or we close your Current Account;
  - 60.3.2 we have reason to believe that you or any Joint Accountholder are no longer able to manage your financial affairs;
  - 60.3.3 you die;
  - 60.3.4 any representation, warranty or statement made by you to us is or becomes, in our opinion, incorrect or untrue in any material respect or any evidence subsequently comes to our attention that false documentation and/or information was provided to us in support of your application for the Debit Card and/or Current Account;
  - 60.3.5 you commit any serious or repeated breach of these Terms and Conditions;
  - 60.3.6 you are in breach of any other agreement with us;
  - 60.3.7 it becomes unlawful for you to continue to have a Debit Card;
  - 60.3.8 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 60.3.9 you enter into any arrangement with your creditors, are declared bankrupt or insolvent or have a judgment registered against you or are the subject of any analogous insolvency processes proceedings in another jurisdiction;
  - 60.3.10 you use or we suspect that the Current Account, Debit Card Services or your Debit Card is being used for any unlawful or other inappropriate purpose; or
  - 60.3.11 for any reason this agreement or the Terms and Conditions becomes unenforceable or void.
- 60.4 After the suspension and/or blocking of a Debit Card we may provide you with notice of such suspension. Whilst the Debit Card is suspended and/or blocked, we may cancel any Debit Card and/or refuse to issue, renew or replace any Debit Card by giving you 2 months' notice whereupon you must cut all Debit Cards in two (through the signature box, magnetic strip and Chip).
- 60.5 If the Current Account is closed, you must immediately pay all sums owing on the Current Account and debit interest, fees and charges will be charged up to the date of closure and Debit Card Services will not be available after the date of closure of the account.
- 60.6 In addition to the above we may cancel your Debit Card and cease to provide you with Debit Card Services at any time for any reason by providing you with two months prior written notice.
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## PART E - PAYMENT SERVICES

### 61. PAYMENT INSTRUCTIONS

- 61.1 Before a payment is made from the Account, you must comply with all applicable procedures including where required, either by written or electronic instruction to us through the Online Service or Mobile Service, providing us with the relevant and completed Payment Instruction. We may take such measures as are reasonably necessary in order to verify your identity and or veracity of any instruction prior to the execution of your instruction.
- 61.2 You are solely responsible for the accuracy of each Payment Instruction which you send to us or which we receive as authorised by you. 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 what is required in these Terms and Conditions. Where you give us incorrect instructions (in particular where you provide us with incorrect Unique Identifiers) we shall not be liable for acting in accordance with any part of those instructions.
- 61.3 We will accept and endeavour to implement any Payment Instruction received by us in relation to the Account provided that:
- 61.3.1 You follow all applicable procedures including those contained in these Terms and Conditions.
  - 61.3.2 You have duly completed and authorised all Payment Instructions or we have otherwise received and accepted instructions on your behalf in relation to a Direct Debit or otherwise;
  - 61.3.3 We are not prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - 61.3.4 You have sufficient cleared and available funds in the Account; and
  - 61.3.5 All other conditions including these Terms and Conditions have been fulfilled.
- 61.4 If for any reason, including those in Clause 61.3, we decline to accept or refuse a Payment Instruction in respect of a transaction that is subject to the PSD (this would exclude for example cheques and other negotiable instruments), we will notify you of this as soon as possible and at least within the required timeframe and where possible we will also notify you of the reasons for not accepting the Payment Instruction, unless restricted by law or regulation from doing so.
- 61.5 Once received by us for execution, Payment Instructions are irrevocable.
- 61.6 Our ability to execute a Payment Instruction in a timely manner is dependent on our receiving a complete Payment Instruction from you by the relevant Cut Off time.
- 61.7 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment.
- 61.8 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from the Account. We will consider whether there has been undue delay, having regard to all the circumstances including those set out in Clause 63.1(iii) and otherwise in these Terms and Conditions.
- 61.9 We will ensure that each complete Payment Instruction received from you and accepted by us is credited to the beneficiary account in accordance with these Terms and Conditions and is credited on the next Business Day where we are also the beneficiary's bank.
- 61.10 Where you wish to make a payment by a particular deadline, you should allow additional time to the execution times contained in these Terms and Conditions for the beneficiary's bank to process and make that payment available to the beneficiary.
- 61.11 In respect of mobile or online credit transfers, daily limits apply in relation to the amount of funds that can be transferred and the number of transfers that can be done from the Account on any one day. These limits will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available to customers on request.

### 62. UNAUTHORISED PAYMENTS

- 62.1 We will, in accordance with our obligations under the PSD and subject to these Terms and Conditions, refund to you the amount of any payment or withdrawal debited from the Account which was not authorised by you and where necessary restore the Account to the state it would have been in had the transaction not taken place.
- 62.2 We will have no liability under this Clause 62 for any loss suffered by you where you:
- 62.2.1 have acted fraudulently;
  - 62.2.2 have intentionally, or because of your lack of reasonable care, not used or have failed to keep safe and secure any of the Online Security Materials and/or Mobile Security Materials or other security features or procedures;
  - 62.2.3 have intentionally, or because of your lack of reasonable care, failed to notify us without undue delay of the loss, theft or misappropriation of any Security Feature or breach of any security procedure; and/or
  - 62.2.4 if there is undue delay on your part in notifying us of the unauthorised payment.
- 62.3 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 the Account showing the relevant debit to the Account.

62.4 In any event a failure to notify us within 13 months of the payment being debited to the Account will always amount to undue delay.

### **63. INCORRECTLY EXECUTED AND NON EXECUTED PAYMENTS**

63.1 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 Payment Instruction to make a payment from the Account properly given by you to us in accordance with the requirements of these Terms and Conditions. However, this Clause only applies where:-

63.1.1 each of the following conditions is met;

63.1.1(i) the beneficiary's bank is located in the EEA;

63.1.1(ii) you provided us with the correct Unique Identifiers for the payment in question;

63.1.1(iii) there is no undue delay on your part in notifying us of the incorrect or non-executed payment. You hereby agree to notify us as soon as possible and in any event within 30 days of receipt of the account statement and failure to do so will be normally considered as an undue delay. In any event a failure to notify us within 13 months of the incorrect payment will always amount to undue delay; or

63.1.2 where none of the events detailed in Clauses 58.2 and 96.3 prevent us from making payment.

63.2 We shall have no liability to you under this Clause where we can prove to you and, where relevant, the beneficiary's bank, that the payment was received by the beneficiary's bank within the applicable timeframe.

63.3 Where we are liable under this Clause, we will refund to you, without undue delay, the amount of the non-executed or incorrectly executed payment and, where applicable, restore the Account to the position it would have been in, had the non-executed or incorrectly executed payment not taken place.

63.4 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 Instruction received by us was correctly executed, we reserve the right to debit the Account with our charges and any fees or charges levied or sought from us by any other banks involved in investigating the payment.

63.5 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.

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## **PART F - OVERDRAFTS**

### **64. AVAILABILITY OF AN OVERDRAFT FACILITY**

64.1 You may apply for an Overdraft Facility on your Current Account. The approval of an Overdraft Facility on your Current Account is at our discretion and subject to credit criteria. An Overdraft Facility is only available to those aged 18 years or above.

64.2 If we approve an Overdraft Facility on your Current Account, the Overdraft Facility shall be subject to the terms of the Letter of Sanction and these Terms and Conditions.

64.3 Where there is any conflict between the Letter of Sanction and these Terms and Conditions, the Letter of Sanction shall prevail.

64.4 You are deemed to have accepted these Terms and Conditions when you first avail of and drawdown the Overdraft Facility and on every subsequent drawdown and renewal of the Overdraft Facility.

### **65. PAYMENTS**

You will make all payments under the Overdraft Facility without set-off or counterclaim and (save as required by law) free and clear of any withholding or deduction for any present or future taxes duties or other charges. If you are obliged by law to make any such withholding or deduction, you will pay to us additional amounts to ensure that we receive a net amount equal to the full amount we would have received if no such withholding or deduction had been required.

### **66. VARIATION OF THE OVERDRAFT LIMIT**

66.1 At your request we may at any time, at our sole discretion, reduce or increase the Overdraft Limit. We may also at anytime, at our own initiative and discretion, reduce the Overdraft Limit by giving you 14 days prior notice in writing of such variation. On a reduction of your Overdraft Limit any debit balance in excess of the Overdraft Limit will become immediately repayable and subject to a surcharge in accordance with Clause 69.5 below. If we agree, at our discretion, to increase your Overdraft Limit we will confirm this in writing.

66.2 In operating within the Overdraft Limit you must take account of interest and other charges debited to the current account during the term of the Overdraft Facility and lodgements made to the current account that have not yet cleared (i.e. remain subject to the possibility of non-payment).

#### **67. NO IMPLIED LIMIT AS A RESULT OF AN EXCESS**

67.1 We are not obliged to permit you to exceed the Overdraft Limit. However, if on any occasion or occasions (however frequently) we do permit you to exceed the Overdraft Limit:-

- (a) this is not, in any circumstances, to be taken as an implied increase in the Overdraft Limit; and
- (b) we will not be obliged, in any circumstances, to permit you to exceed the Overdraft Limit on any other occasion or occasions; and
- (c) you will be liable for any interest surcharge in accordance with the terms of the Letter of Sanction.

#### **68. MINIMUM PERIOD IN CREDIT**

The Overdraft Facility is subject to the condition that the Current Account must operate in credit for a minimum period of 30 days (consecutively or otherwise) in any six month period.

#### **69. INTEREST AND FEES**

69.1 Interest will be payable on the cleared daily debit balance under the Overdraft Facility at the rate indicated in the Schedule on the Letter of Sanction as varied from time to time. 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. The rate indicated in the Schedule to the Letter of Sanction is the KBCI Personal Overdraft Rate which is the reference rate for the purposes of the Overdraft Facility. You can obtain details of the current KBCI Personal Overdraft Rate on our website, in any of our offices or by contacting us directly.

69.2 Interest will be debited to the Current Account quarterly in arrears (or at such other intervals as are notified to you from time to time) and on final payment.

69.3 The interest rate applicable to the Overdraft Facility is a variable rate and will vary in amount from time to time. We will give you at least 2 months notice of any change in the rate in accordance with Clause 18.2.

69.4 Interest will accrue from day to day and be calculated on the basis of the actual number of days elapsed and the number of days in a year as from time to time corresponds with the normal banking practice for the currency concerned which for the Euro is presently 365 days based on a 360 day year and will be payable as well after as before any judgment or demand.

69.5 A surcharge (in addition to the standard rate of interest applicable to the Overdraft Facility) will apply to any drawings under the Overdraft Facility in excess of the Overdraft Limit and will be debited to the Current Account quarterly in arrears (or at such other intervals as we may from time to time notify to you) and on final payment. Our current rate of surcharge is set out in our Fees and Charges booklet.

69.6 We reserve the right from time to time to increase the rate of surcharge if we determine that a higher rate is necessary to adequately compensate us. At the time any such increase is put into effect, the new rate will not exceed the rate then currently charged by us on excess drawings on accounts that it considers to be of the same type as the current account. Any variation in the surcharge rate will be notified in the same way as a variation in the interest rate. If you do not agree with the increase in the rate of surcharge you may terminate this Overdraft Facility.

#### **70. NO COMMITMENT TO FURTHER LOANS**

Nothing in the Letter of Sanction or these Terms and Conditions shall be construed as requiring us to provide any further loan facilities to you and the provision of any further loans shall be solely at our discretion.

#### **71. COSTS AND EXPENSES**

You will pay on a full indemnity basis all costs and expenses (including, without limitation, legal fees) and VAT thereon incurred by us in connection with the set up and renewal of the Overdraft Facility and or in connection with the preservation or enforcement of our rights in relation to the Overdraft Facility.

#### **72. JOINT AND SEVERAL LIABILITY**

72.1 If there is more than one Account Holder, your liability in respect of the Overdraft Facility shall be joint and several and the act or default of any of you shall be deemed to be the act or default of all of you. We may grant time or indulgence to, or release, any of you without affecting our rights against the other(s) of you.

72.2 Each of you who has effectually accepted the Letter of Sanction shall be bound by its terms even if any other person intended or expressed to be bound by its terms is not so bound.

72.3 None of you shall as against us be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness, obligations or liabilities of any of the other of you or be entitled in competition with or priority to us to claim or exercise any of the rights (in the nature of contribution or otherwise) of one joint (or joint and several) debtor against another.

### **73. WARRANTIES**

73.1 You hereby warrant to us that:-

73.1.1 all information supplied by you to us is true, accurate and complete in all material respects;

73.1.2 you have made full disclosure to us of all information relating to you and your business affairs as are material or ought to be made known to any bank proposing to provide an Overdraft Facility to you;

73.1.3 there are no pending or to the best of your knowledge, information and belief threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;

73.1.4 you have not applied for or been subject to a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012;

73.1.5 the entering into the Overdraft Facility and the acceptance of the Letter of Sanction and these Terms and Conditions by you and the performance of your obligations thereunder will not violate any applicable law or regulation or any agreement or document to which you are a party or which is binding on you; and

73.1.6 there has been no adverse material change in your financial circumstances.

73.2 These warranties are deemed to be given on the acceptance of the Letter of Sanction on each day that interest is payable under the Overdraft Facility and on the date of any renewal of the Overdraft Facility.

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## **PART 6 - DEPOSIT ACCOUNTS**

### **74. AVAILABILITY OF DEPOSIT ACCOUNTS**

74.1 We offer four different types of deposit account- Demand Deposit Accounts, Fixed Term Deposit Accounts Regular Saver Deposit Accounts and Notice Deposit Accounts. In relation to our Fixed Terms Deposit Accounts various terms are available, the details of which are set out in our Personal Deposit Rate Matrix.

74.2 Unless otherwise stated, a Deposit Account is available to a Personal Customer aged 18 or over, who is resident in the Republic of Ireland under taxation law and who is opening an account in their sole name or in joint names with another person. Non-resident Deposit Accounts are only permitted for Personal Customers who are Irish citizens residing in certain jurisdictions. Please contact us for further information in this regard if you are an Irish citizen not resident within the Republic of Ireland. Those resident outside the Republic of Ireland who are not Irish citizens are not eligible to open a Deposit Account.

74.3 There may be maximum and minimum balances applicable to a Deposit Account, these are set out in our Personal Deposit Rate Matrix and in Clause 84 below.

74.4 If you open a Deposit Account you hereby warrant and represent to us that you have read the Terms and Conditions and understand the nature and risk of investing in the Deposit Account

### **75. OPENING A DEPOSIT ACCOUNT**

75.1 To open a Deposit Account, you must complete a Deposit Account Application. You can submit your application using the Digital Service, by phone, by post or deliver it to one of our offices or mobile units.

75.2 The Deposit Account will be opened on receipt of a fully completed Deposit Application but will not become operational until we receive all Anti-Money Laundering documentation in a form satisfactory to it. Interest will not accrue on any Lodgements to the Deposit Account until that time. As part of the Deposit Application you will be required to nominate the bank account into which all withdrawals are to be made. This bank account must be in the name of the Personal Customers who are opening the Deposit Account.

75.3 We reserve the right to refuse to open a Deposit Account or to accept any Lodgement without providing a reason.

75.4 If you require the return of your Lodgement(s) prior to the submission of sufficient documentation for Anti Money Laundering purposes, you must make a request in writing to us for the return of same. We will return the Lodgement(s) provided no directions have been issued to the contrary by any regulatory body, law enforcement agency, court or other legal process.

75.5 In addition if you provide sufficient documentation for anti-money laundering purposes that facilitate the opening of the Deposit Account but do not make a Lodgement to your Deposit Account within 60 days of account opening we reserve the right to close the Deposit Account and will provide you with appropriate notification

## 76. OPERATING A DEPOSIT ACCOUNT GENERALLY

- 76.1 Standing orders and direct debits are not permitted from the Deposit Account unless otherwise stated.
- 76.2 If an incorrect amount is debited or credited to your Deposit Account we may make any necessary entry on your Deposit Account to correct the error without any reference to you.
- 76.3 If you have registered for our mobile or online service you will where permitted by the terms of the Deposit Account and subject to the terms and conditions for mobile and online account access, be able to transfer money between your KBCI deposit accounts.

## 77. LODGEMENTS

- 77.1 We will generally accept for lodgement to the credit of your Deposit Account cheques, bank drafts and electronic payments. We do not accept cash for lodgement to your Deposit Account. However, we reserve our right to refuse to accept a specific Lodgement to your Deposit Account. We shall not be required to provide you with an explanation as to the reason why we will not accept a Lodgement to your Deposit Account.
- 77.2 We may reverse (i) any erroneous credit or debit to your Deposit Account and/or (ii) any credit made to your Deposit Account if the item so credited is not paid or is recalled by the paying bank (including where we are the paying bank) or is returned to us due to mistake, fraud or the operation of any applicable clearing rules.
- 77.3 Only cheques/bankers draft in euro will be accepted for lodgement to your Deposit Account. We can accept any cheque or bank draft drawn on an Irish Bank Account and made payable to the Personal Customer or KBC Bank Ireland plc. Where a cheque is marked "Account Payee Only", we can only accept the cheque as a lodgement if the payee is either the Personal Customer or KBCI. Where the above markings are not on a cheque and the payee is not the Personal Customer or KBCI, then we may at our sole discretion accept the cheque if it is made payable to an individual/person and is endorsed by this individual/person on the back of the cheque. You hereby agree to indemnify us in full against any loss, damage or expense which we may incur as a result of or in connection with accepting third party cheques. We cannot accept cheques made payable to cash.
- 77.4 We reserve the right to refuse cheques or other negotiable instruments which are drawn on Euro accounts held outside the Republic of Ireland.
- 77.5 Without prejudice to the foregoing, Lodgements can be made to your Deposit Account on the following basis which depends on the type of Deposit Account you have opened:-
- 77.5.1 Demand Accounts
- Unless otherwise provided for in Clause 84 below, you must make an initial lodgement to your Deposit Account by credit transfer or cheque on account opening and thereafter you can make additional lodgements to your Deposit Account subject to any agreed minimum amount. Any Lodgements made by cheque may not be withdrawn (subject to any agreed limits on the amount of withdrawals) until the cheque has cleared.
- 77.5.2 Fixed Term Accounts
- Unless otherwise provided for in Clause 84 below, you can only make one Lodgement to the Deposit Account on opening the Deposit Account. However we may at our discretion permit additional lodgements to a Fixed Term Account provided they are received within 15 days of the initial lodgement to the Deposit Account. No additional lodgements will be accepted after 15 days of the initial lodgement to the Deposit Account unless otherwise permitted by the Additional Terms and Conditions applicable to the Deposit Account.
- 77.5.3 Regular Saver Deposit Accounts
- Unless otherwise provided for in Clause 84 below, you must set up one monthly standing order from an account in the Republic of Ireland to make ongoing lodgements to the Deposit Account. No other payment method such as online credit transfers will be permitted. We may set maximum and minimum amounts in respect of these monthly lodgements. These amounts will be communicated to you at account opening. Unless otherwise provided for in Clause 84 below, no lump sums may be lodged to the account either at account opening or during the term of the Account.
- 77.5.4 Notice Deposit Accounts
- Unless otherwise provided for in Clause 84 below, you must make an initial lodgement to your Deposit Account by credit transfer or cheque on account opening and thereafter you can make additional lodgements to your Deposit Account subject to any agreed minimum amount. Any Lodgements made by cheque may not be withdrawn (subject to any agreed limits on the amount of withdrawals) until the cheque has cleared and the relevant period of notice for withdrawal has elapsed.
- 77.6 In respect of any Lodgements into your Deposit Account, the Deposit Account will be subject to applicable Cut Off Times and cheque clearing periods. Monies lodged to the Deposit account by Electronic transfer/Credit transfer will be credited to the account on the Business day they are received by us. Monies lodged to the Deposit account by cheque/bankers draft will be credited to the account on the date they are received at our Head Office in Sandwith St. Cheques/bankers draft are subject to cheque clearing periods. The cheque clearing period commences once the cheque is received at our Head Office in Sandwith Street. From the date KBCI receives the cheque/bankers draft in Sandwith Street, the cheque clearing period is generally 7 business days.

- 77.7 We reserve the right to deduct transaction charges, where applicable, from any Lodgement prior to applying or crediting the Lodgement to the Deposit Account.
- 77.8 Any monetary limits on the amount of any lodgements will be determined by us at our sole discretion and may vary from time to time without prior notice from us.

## 78. INTEREST

- 78.1 Interest is only paid on Cleared Funds in respect of any Lodgements into your Deposit Account. If a Lodgement is made before the applicable Cut Off times then it will be credited with the amount from that day. If lodgement is made after the applicable Cut Off times then it will be credited with the amount from the next business day.
- 78.2 Interest on Cleared Funds will be calculated on the daily balance outstanding on the Deposit Account and shall accrue from day to day and will be calculated on the basis of the actual number of days elapsed and the number of days in a year as from time to time corresponds with normal banking practice for the currency concerned which at present in the case of deposits in Euro is 365 days based on a 360 day year and in the case of deposits in Sterling is 365 days based on a 365 day year. Any reference to 'per annum' or payments of an annual nature shall be construed accordingly.
- 78.3 We reserve the right, at all times, to vary any and all applicable variable interest rates, by giving you 10 days notice thereof to you by whatever means that we, at our discretion, deem appropriate, save where the variation is to your benefit in which circumstances we may implement such variation as soon as practicable and notify you thereafter.
- 78.4 Unless otherwise provided for in Clause 84 below, Interest is payable on the Deposit Account as follows:-

### 78.4.1 Demand Accounts

Interest on a Demand Account is at a variable rate. We reserve the right, at all times, to vary any and all applicable variable interest rates, by giving you 10 days notice thereof to you by whatever means that we, at our discretion, deem appropriate, save where the variation is to your benefit in which circumstances we may implement such variation as soon as is practicable and notify you thereafter. The rate of interest applicable to the Demand Account is determined by reference to the relevant Personal Deposit Rate Matrix applicable from time to time and the balance in the Demand Account. Interest is credited to the Demand Account periodically as set out in Clause 84.

### 78.4.2 Fixed Term Accounts

78.4.2.1 The rate of interest on a Fixed Term Account will be the prevailing rate as per the Personal Deposit Rate Matrix applicable on the day that the first lodgement is made to the Fixed Term Account. The rate of interest on a Fixed Term Account is set for the entire period of the fixed deposit as indicated by you in the Deposit Application and will commence on the date upon which the first lodgement is made to the Account.

78.4.2.2 Interest will start accruing when the lodgement is made to the account by reference to the Personal Deposit Rate Matrix at that time.

78.4.2.3 The gross rate of interest is fixed for the entire term of the deposit. Interest is calculated for the period of the deposit on the Cleared Funds and is credited to the Deposit Account on maturity.

### 78.4.3 Regular Saver Accounts

Interest on a regular saver account is at a variable rate as noted on our Personal Deposit Rate Matrix. Unless otherwise stated in Clause 84 below Interest is credited to the account annually on December 31st each year.

### 78.4.4 Notice Deposit Accounts

Interest on a Notice Deposit Account is at a variable rate. We reserve the right, at all times, to vary any and all applicable variable interest rates, by giving you 10 days notice thereof to you by whatever means that we, at our discretion, deem appropriate, save where the variation is to your benefit in which circumstances we may implement such variation with immediate effect and notify you thereafter. The rate of interest applicable to the Notice Deposit Account is determined by reference to the Personal Deposit Rate Matrix and the balance in the Notice Deposit Account. Interest is credited to the Notice Deposit Account periodically as set out in Clause 84.

- 78.5 Interest may be subject to Deposit Interest Retention Tax or "DIRT" where appropriate. Please refer to Clause 15.

## 79. WITHDRAWALS

- 79.1 You must ensure that Cleared Funds are maintained in your Deposit Account to meet any withdrawals. There is no Overdraft Facility on the Deposit Account.
- 79.2 In respect of withdrawals from the Deposit Account the date of receipt of the withdrawal instruction will be the Business Day on which your original written instruction is received by us. We will only accept an original withdrawal instruction at the time the withdrawal is required. For Demand Accounts, the withdrawal must be required within five days of the withdrawal instruction and for Fixed Term Accounts, the withdrawal must be required within thirty days of the withdrawal instruction. You cannot submit a withdrawal instruction for a future date.



- 79.3 Withdrawals can only be made by way of electronic fund transfer to the account nominated by you in the Deposit Application. The nominated account must be in the same name as the Account holder. If you wish to change the nominated account, you should send us a written instruction signed by all Accountholders confirming the new account details, however this new account must also be in the name of the Accountholder. Withdrawals can also be made by way of cheque made payable to the Accountholder. Cheque withdrawals can take up to one Business Day to process on receipt of the signed withdrawal instruction. Cheques will only be issued to the address of the Accountholder. No cash withdrawals are permitted.
- 79.4 Demand Accounts
- 79.4.1 Subject to Clause 84 below, you may withdraw funds from a Demand Account at any time.
- 79.4.2 Unless otherwise stated in Clause 84 below all withdrawal requests must be made in writing to KBC Bank Ireland or through our Digital Services.
- 79.4.3 Withdrawals through our digital services can only be made to an account on your KBC profile. If you wish to withdraw funds by transferring monies to a third party you can only do this through a KBC Current Account. No third party transfer can be made through our Digital Service directly from a Demand Account.
- 79.5 Fixed Term Accounts
- 79.5.1 Unless otherwise provided for in Clause 84 below, no withdrawals or partial withdrawals may be made from a Fixed Term Account during its term.
- 79.5.2 With the exception of those outlined in Clause 84 Fixed Term Accounts do not permit any access to the funds held in the Deposit Account prior to the Maturity Date of the Deposit Account. In exceptional circumstances, we may at our sole discretion and subject to reasonable conditions permit a withdrawal from an account before the Maturity Date.
- 79.5.3 Any cost (including without limitation broken funding charges) that is incurred for an exceptional withdrawal shall be borne by you and paid to us. Details of any costs will be notified to you where we agree to an exceptional withdrawal. Where a breakage charge is applied for an exceptional withdrawal and there is insufficient interest accrued in the Deposit Account to cover the cost of breaking the fixed term deposit, the balance of the breakage cost may be deducted from the initial amount lodged by you resulting in the closing balance of the Deposit Account being less than the amount initially lodged by you.
- 79.6 Regular Saver Accounts
- 79.6.1 Subject to Clause 84 below, you may withdraw funds from a regular saver account at any time.
- 79.6.2 All withdrawal requests must be made in writing to KBC Bank Ireland or through our Digital Service. Withdrawals are only paid by means of electronic funds transfer to the account nominated by you in the Deposit Application or alternatively a cheque. Changes to the nominated account must be confirmed in writing to KBC Bank Ireland.
- 79.6.3 Withdrawals through our Digital Service can only be made to an account on your KBC profile. If you wish to withdraw funds by transferring monies to a third party you can only do this through a KBC Current Account. No third party transfer can be made through our Digital Service directly from a Regular Saver Account.
- 79.7 Notice Deposit Accounts
- 79.7.1 Subject to Clause 84 below, you may withdraw funds from a Notice Deposit Account on the expiry of the requisite notice period applicable to the Deposit Account. Notice of your intention to withdraw funds must be in writing and the period of notice shall commence on the date on which the notice is received by us. Only one notice instruction is permitted at any one time.
- 79.7.2 In cases where the requisite notice for a withdrawal is not provided to KBC, KBC may at its sole discretion and in exceptional circumstances permit the withdrawal. However such withdrawal will incur penalty interest equivalent to a loss of interest for the number of days' notice not received. In such instances KBC may, at its sole discretion, also require that the full balance held in the Notice Deposit Account be withdrawn. The amount of penalty interest to be deducted from the account will be the lower of either the total interest accrued or the penalty amount and will be deducted when interest is next credited to the account.
- 79.7.3 Withdrawals are only paid by means of electronic funds transfer to the nominated account specified in the application. Changes to the nominated account must be confirmed in writing to KBC Bank Ireland.
- 79.7.4 Any monetary limits on the amount of any withdrawals will be determined by us at our sole discretion and may vary from time to time without prior notice from us.
- 79.7.5 Customers may cancel their notice to withdraw up to 5 Business days prior to the notice expiry date.
- 79.7.6 Following the expiry of the 35 day notice period, funds will be transferred from KBC on the next Business Day. Where the notice expires on a non-Business Day, the funds will be transferred from KBC on the second Business Day following the 35 day notice expiry date.
- 79.7.6.1 Where a customer wishes to withdraw funds and close the Account, the full balance held in the Notice Deposit Account and any interest earned thereon will be issued to you in two separate payments.
- 79.8 Any monetary limits on the amount of any withdrawals will be determined by us at our sole discretion and may vary from time to time without prior notice from us.

## **80. MATURITY OF FIXED TERM ACCOUNTS**

- 80.1 A letter will be sent to you giving 10 business days notice in relation to the maturity of a Fixed Term Account. This does not apply where the term of the Fixed Term Account is less than 30 days.
- 80.2 Matured funds will be available after close of business on the Maturity Date however may not be credited to an external account until the next Business Day.
- 80.3 In respect of Fixed Term Accounts, unless we receive instructions from you before the Maturity Date, the full balance in the Fixed Term Account will be re-invested in a similar fixed term product at the prevailing interest rate for that product on that date. If on the Maturity Date there is no similar fixed term product available, the full balance in the Fixed Term Account will be re-invested in our standard demand deposit account at the then prevailing interest rate for our standard demand deposit account. If on maturity the funds are rolled over and the amount of the matured funds (including interest) exceeds the maximum balance for that particular type of Deposit Account, the entire amount of the funds will earn interest at our then prevailing interest rate for our standard demand deposit account. Where you send us an instruction after the Maturity Date but during the 14 day withdrawal period, the instruction shall be effective from the date it is received by us.
- 80.4 At maturity, additional lodgements or requests for withdrawals must be received within 15 days of the Maturity Date. No further lodgements or withdrawal requests are permitted within the term.
- 80.5 In relation to Fixed Term Accounts, we may accept re-investment instructions verbally over the telephone, online or in writing from any of the Accountholders (unless you have placed a limitation on the Fixed Term Account in accordance with Clause 8.2 above). This instruction for full or partial re-investment should be received before the Maturity Date.
- 80.6 Instructions provided verbally over the phone can only facilitate the full re-investment of the funds. Requests for partial withdrawals or partial re-investment must be received in writing.
- 80.7 If you re-invest your funds on maturity, the terms and conditions applicable to your Account shall be the Bank's then current Personal Banking Terms and Conditions.
- 80.8 On maturity funds will not automatically be lodged to the account nominated in the Deposit Application unless we receive your written instruction to do so.
- 80.9 Funds reinvested on the maturity of the Fixed Term Account must be reinvested in the same currency as the original deposit.

## **81. ONLINE DEPOSIT ACCOUNTS**

We may at our discretion from time to time offer Deposit Accounts that are exclusively available through our online distribution channel. The details and features of these Deposit Accounts will be available on our Website. These Deposit Accounts are governed by these Terms and Conditions and any additional terms and conditions set out in Clause 84 below.

## **82. DEPOSIT GUARANTEE SCHEME**

- 82.1 The European Communities (Deposit Guarantee Schemes) Regulations 1995 (as amended) (the "Deposit Guarantee Regulations") provides for the establishment of a compensation scheme and payment, in certain circumstances, of compensation to clients who hold qualifying deposits (known as eligible deposits) with authorised credit institutions. KBC Bank Ireland plc is a member of that compensation scheme. This scheme is administered and run by the Central Bank of Ireland and is funded by the credit institutions covered by the scheme.
- 82.2 Compensation may be payable where deposits lodged with KBC Bank Ireland plc by clients and held by KBC Bank Ireland plc cannot be returned to those clients for the time being and there is no reasonable or foreseeable opportunity of KBC Bank Ireland plc being able to do so.
- 82.3 A right to compensation will only arise if the client holds an eligible deposit as defined under the Deposit Guarantee Regulations.
- 82.4 This scheme provides for the protection of deposits irrespective of currency. Protection under the scheme guarantees 100% of all deposits held by one depositor subject to a maximum compensation payment of €100,000.
- 82.5 You will be provided with a 'Depositor Information Sheet' when opening an Account and on an annual basis thereafter. You must acknowledge receipt of the Depositor Information Sheet before entering into a deposit contract.

## **83. DEPOSIT ACCOUNT STATEMENTS**

- 83.1 A confirmation will be issued to the Accountholder on the opening of the Deposit Account and a statement in a Durable Medium will be issued to you at least annually thereafter. At your request, we will issue the annual statement to you on paper. You may request a statement at any time.
- 83.1.1 A Fixed Term confirmation letter will be issued to the Account holder once funds are lodged to the Fixed Term Deposit. You have the right to cancel the account within 14 days of the date of this letter.
- 83.2 On receipt of your confirmation and statements you should examine it carefully and report any disputed transactions, errors or omissions to us. You must notify us without undue delay on becoming aware of an unauthorised or incorrectly executed transaction provided for in these Terms and Conditions.

## 84. ADDITIONAL TERMS AND CONDITIONS FOR PARTICULAR DEPOSIT ACCOUNTS

In addition to our standard terms and conditions for Deposit Accounts, the following additional terms and conditions apply in connection with the following specific Deposit Accounts:

### 84.1 Standard Demand Deposit Account

84.1.1 The Standard Demand Deposit Account is a Demand Account and is available in Euro and GBP.

84.1.2 Interest is credited to a Standard Demand Deposit Account on a semi annual basis.

### 84.2 Smart Access Demand Account

84.2.1 The Smart Access Demand Account is a Demand Account and the minimum account opening balance is €3,000 and the maximum account balance is €100,000.

84.2.2 You may only open one Smart Access Demand Account in your sole name. In addition you may open a Smart Access Demand Account jointly with another Personal Customer.

84.2.3 Once the account balance (including interest added) exceeds €100,000 the entire balance will earn interest at the prevailing Standard Demand Deposit Account interest rate for Euro deposits.

84.2.4 Interest is credited to a Smart Access Demand Account annually on 31st December each year.

### 84.3 Select Access Demand Account

84.3.1 The Select Access Demand Account is a Demand Account and is denominated in GBP.

84.3.2 The minimum account opening balance is £2,000. The maximum account balance is £1,000,000 (excluding interest added). If the account balance falls below £2,000 the prevailing Standard Demand Deposit interest rate for GBP deposits will apply.

84.3.3 Interest is credited to a Select Access Demand Account annually on 31st December each year.

84.3.4 This account must be funded in GBP only.

### 84.4 Standard Fixed Rate Deposit Account

84.4.1 The Standard Fixed Rate Deposit Account is a Fixed Term Account and is available in Euro and GBP.

84.4.2 Minimum and maximum balances may be applied to the Standard Fixed Rate Deposit Account which are set out in our Personal Deposit Rate Matrix.

84.4.3 Various terms (duration in time of the Standard Fixed Rate Deposit Account) are available and are set out in our Personal Deposit Rate Matrix.

### 84.5 Fixed Rate Deposit Account with Withdrawal Facility

84.5.1 The Fixed Rate Deposit Account with withdrawal facility is a Fixed Term Account. Minimum and maximum balances may be applied to the Standard Fixed Rate Deposit Account with withdrawal facility which are set out in our Personal Deposit Rate Matrix.

84.5.2 Various terms (duration in time of the Standard Fixed Rate Deposit Account) are available and are set out in our Personal Deposit Rate Matrix.

84.5.3 A withdrawal facility is available with the Fixed Rate Deposit Account. One withdrawal of up to 25% of the initial lodgement is permitted during the term without incurring broken funding costs. No further withdrawals are permitted from the account during the term. If you make a withdrawal before the end of the term, the amount of interest earned will be less than if the deposit had been left intact for the full duration of the term. Withdrawal requests must be made in writing to KBCI.

### 84.6 Top Up Deposit Account -

**PLEASE NOTE THAT AS AND FROM 4th APRIL 2016 THIS ACCOUNT IS NOT AVAILABLE TO NEW CUSTOMERS**

84.6.1 The Top Up Deposit Account is a Fixed Term Account. Minimum and maximum balances may be applied to the Account which are set out in our Personal Deposit Rate Matrix.

84.6.2 The term of the Top Up Deposit Account is 12 months.

84.6.3 You may make one lodgement of up to 25% of the original amount deposited at any time during the term. Interest will accrue on the new total balance (including the additional lodgement) from the date of the receipt of the Cleared Funds by KBCI. No further lodgements are permitted. Please note that in the case of a Top-Up, interest will accrue on the new total balance from the date of receipt of the Cleared Funds by KBCI.

84.6.4 A withdrawal facility is available with the Top Up Deposit Account allowing you to make one withdrawal of up to 25% of the original amount deposited at any time during the term of the account without incurring broken funding costs. If you make a withdrawal from the account before the end of the term, the amount of interest earned will be less than if the deposit had been left intact for the full term of the account. No further withdrawals are permitted. Withdrawal requests must be made in writing to KBCI.

### 84.7 Interest Upfront Savings Account

84.7.1 The Interest Upfront Savings Account is a Fixed Term Account. Minimum and maximum balances may be applied to the Account which are set out in our Personal Deposit Rate Matrix.

84.7.2 The term of the Interest Upfront Savings Account is 12 months.

84.7.3 Interest is paid 16 days after the opening of the account and receipt of Cleared Funds by KBCI. Interest is paid by means of electronic funds transfer only to an Irish bank account nominated by you on the application form.

84.7.4 No full or partial withdrawals are permitted from the Interest Upfront Savings Account even in exceptional circumstances as interest has already been paid to the customer.

#### 84.8 Regular Saver Account

84.8.1 The Regular Saver Account is a Regular Saver Account and is available to Personal Customers aged 18 years and over.

84.8.2 You may only pay personal funds into the Regular Saver Account. The Regular Saver Account cannot be used as a Business/Charity/Club or other non personal type of account.

84.8.3 You can only open one Regular Saver Account with us in your sole name. In addition you may open one further Regular Saver Account jointly with another Personal Customer.

84.8.4 You must set up one Standing Order to credit the Regular Saver Account on a monthly basis from a current account (the 'Funding Account'). Only one Standing Order is permitted on the account to make the monthly lodgement. The monthly lodgement cannot be for an amount less than €100 and not more than €1000.

84.8.5 You may only pay funds into the Regular Saver Account using a Standing Order. The payment date for the Standing Order can be any date in a month. If the date selected is not a Business Day, the Standing Order will be paid from the Funding Account on the next Business Day.

84.8.6 When choosing a funding start date, please choose a date at least 10 days after the account application receipt date.

84.8.7 The Standing Order amount can be changed at any time but can only be increased or decreased within the account limits as set out in clause 84.8.4 above.

84.8.8 Any funds received for credit to the Regular Saver which are not permitted within the Terms & Conditions, may be returned to the Funding Account without further communication to or authorisation from the Account holder.

84.8.9 For joint account holders, two separate Standing Orders may be set up to fund the Regular Saver Account. More than two Standing Orders per month are not permitted and the maximum monthly deposit limit of €1,000 must not be exceeded by the aggregate of the two Standing Orders.

84.8.10 In the case of a joint application which is to be funded by two separate Bank Accounts each Standing Order must be for a minimum of €50.

84.8.11 Without prejudice to Clause 84.8.3, you may only fund one Regular Saver Account or one Extra Regular Saver Account at any one time. Where a customer funds both a Regular Saver Account and an Extra Regular Saver Account, in breach of this clause funds lodged to the Regular Saver Account may at the discretion of KBC, be returned to the Funding Account without further communication to or authorisation from the Account holder.

84.8.12 It is permitted to have up to two payment breaks on the account per annum. Payment breaks may be taken consecutively (i.e. one payment break of 2 months) or on two separate months during the year. If you wish to take a payment break you must notify the bank where the Funding Account is held to suspend the Standing Order for the period of the payment break or if the funding account is with us, you can use the Digital Service. Payments into your account should automatically recommence the month following the payment break.

84.8.13 The maximum account balance is €50,000.

84.8.14 Once the balance in the Regular Saver Account reaches €50,000 the entire balance will earn interest at the Standard Demand Deposit Account interest rate. Your Standing Orders will continue as normal to your Regular Saver Account.

#### 84.9 Instant Interest Fixed Rate Account

84.9.1 The Instant Interest Fixed Rate Account is a Fixed Term Account and is denominated in Euro only. You must hold a Current Account to avail of this Deposit Account and it can only be opened through the Online Services. The fixed term of the Instant Interest Fixed Rate Account is 15 months. The minimum account balance is €3,000 and the maximum account balance is €100,000.

84.9.2 You may only open one Instant Interest Fixed Rate Account in your sole name. You cannot hold an Instant Interest Fixed Rate Account in joint names. If you hold a Current Account in joint names you may only open an Instant Interest Fixed Rate Account on the following basis;

a) In the sole name of one of the Joint Accountholders (each Joint Accountholder may open an Instant Interest Fixed Rate Account in their sole name subject to condition b below) and

b) This sole applicant for the Instant Interest Fixed Rate Account must have a separate Deposit Account in their sole name.

84.9.2.1 You will receive written instruction on how to fund the account after account opening. Funds may be lodged via internal transfer, electronic funds transfer or cheque. You may only make one initial lodgement.

84.9.2.2 In cases where funds are transferred to an Instant Interest Fixed Rate Account from a Current Account only the named Accountholder may access the funds in the Instant Interest Fixed Rate Account.

84.9.2.3 If you avail of the 'Pay Me Now' feature outlined in Section 84.9.3 below, all interest payments will be returned to the Current Account (being a Joint Account), and each party in the Joint Account will have access to the funds.

- 84.9.3 Interest which has been accrued can be withdrawn to your Current Account through your Online Service and/or Mobile Service. This action will be performed by clicking on a 'Pay Me Now' button, visible on your Online Service or Mobile Service. Only the interest accrued can be withdrawn in this manner, the initial capital is unavailable to withdraw for the length of the term. You may avail of this facility any number of times, as long as Interest has accrued. Interest withdrawals are paid only to the customers Current Account, and will clear immediately after withdrawal.
- 84.9.4 If you close your Current Account the Instant Interest Fixed Rate Account will remain open and continue until the end of its term, however you will lose the benefit of the 'Pay Me Now' facility that is available on this type of account.

#### **84.10 Smart Move Online Demand Account**

- 84.10.1 The Smart Move Online Demand Account is a Demand Deposit Account and is denominated in Euro only. You must hold a KBC Current Account to avail of the Account, and it can only be opened through the Online Services.
- 84.10.2 There is no minimum account opening balance and the maximum account balance is €100,000. If you exceed this maximum amount, you will be required to transfer any excess funds back to your Current Account.
- 84.10.3 You may only open one Smart Move Online Demand Account in your sole name. You cannot hold a Smart Move Online Demand Account in joint names. Joint holders of a Current Account may only open a Smart Move Online Demand Account on the following basis:-
- In the sole name of one of the Joint Accountholders (each Joint Accountholder may open a Smart Move Online Demand Account in their sole name subject to condition b below) and
  - This sole applicant for the Smart Move Online Demand Account must have a separate KBC Deposit Account in their sole name.
- 84.10.3.1 In cases where funds are transferred to a Smart Move Online Demand Account from a Joint Account, including by way of the Sweeper facility outlined in clause 84.10.7 below, only the named account holder may access the funds in the Smart Move Online Demand Account.
- 84.10.3.2 If your KBC Current Account is a Joint Account and both parties have opened individual Smart Move Online Demand Accounts, you may only set up the sweeper functionality from the joint Current Account to one of the Smart Move Online Demand Account.
- 84.10.4 Once a Smart Move Online Demand Account is opened, additional lodgements are only accepted by way of a credit transfer from your Current Account, using your Online Services. Once the Smart Move Online Demand Account is opened, you can avail of a sweeper facility from your KBC Current Account. The workings of this facility are as detailed in Clauses 84.10.7.1–84.10.7.5.
- 84.10.4.1 You may withdraw money from this account at any time by using the Digital Services. Withdrawals can only be made by electronic transfer to your KBC Current Account via the Digital Services
- 84.10.5 The rate of Interest on a Smart Move Online Demand Account is variable as noted on [www.kbc.ie](http://www.kbc.ie) and in your Online Services.
- 84.10.6 Interest is calculated on a daily basis on the cleared deposit balance and is credited to the Smart Move Online Demand Account annually on the 31st December each year.
- 84.10.7 If you close your Current Account, your Smart Move Online Demand Account shall remain open but will earn interest at the then prevailing Standard Demand Deposit Account interest rate as set out in our Personal Deposit Rate Matrix.

#### **SWEEPER FACILITY**

- 84.10.7.1 You may set up a sweeper facility on your Current Account. This allows for the balance in your Current Account over a pre-selected amount to be transferred on a given date each month from your Current Account to your Smart Move Online Demand Account.
- 84.10.7.2 You may only set up one sweeper facility through the Online Service and you must select the date each month on which the sweep is to take place and the minimum balance you wish to retain in your Current Account after the sweep. On the date selected any amount in your Current Account above the minimum balance you have selected will be transferred to your Smart Move Online Demand Account.
- 84.10.7.3 You can only set up a sweeper facility from your Current Account to a Smart Move Online Demand Account. You cannot set up a sweeper facility to any other type of KBC account or to an account with any other financial institution.
- 84.10.7.4 It is your responsibility to ensure your Sweeper date is adjusted if the date your salary or any other regular lodgement is paid into your Current Account changes. This is to ensure you have the required funds in your Current Account to meet your ongoing needs.
- 84.10.7.5 If your Sweeper date falls on a non-business day, the Sweeper transfer will be processed at 6pm on the next business day. If you want to change your Sweeper date, please send a written instruction to Personal Deposits, KBC Bank Ireland Plc. Sandwith Street, Dublin 2

#### **84.11 Extra Regular Saver (formerly known as the Flex Regular Saver Account)**

- 84.11.1 To hold an Extra Regular Saver you must hold an Extra Current Account. The Extra Regular Saver can be opened in sole or joint names (with a maximum of two accountholders in respect of joint accounts) however the Extra Regular Saver must be in the same name(s) as the Extra Current Account. Only one Extra Regular Saver, either in your sole name or one in your joint names is permitted per individual. A corresponding Extra Current Account is required.
- 84.11.2 If you fail to lodge the monthly amount of €2,500 to your Extra Current Account on more than one occasion you will lose the benefits of the Extra Regular Saver (including without limitation any bonus interest rate applicable to the Account). Your Extra Regular Saver will become a standard Regular Saver and the prevailing interest rate applicable to that account as set out in our then current Personal Deposit Rate Matrix will apply to your Account thereafter.
- 84.11.3 If you close your Extra Current Account in any given month, you will lose the benefits of the Extra Regular Saver (including without limitation any bonus interest rate applicable to the Account). Your Extra Regular Saver will become a standard KBC Regular Saver and the prevailing interest rate applicable to that account as set out in our then current Personal Deposit Rate Matrix will apply to your Account thereafter.
- 84.11.4 Even where you recommence lodgements of €2,500 to your Extra Current Account the benefits of the Extra Regular Saver (including without limitation any bonus interest rate applicable to the Account) cease to apply and may not be re-instated.
- 84.11.5 You can only pay funds into the Extra Regular Saver by way of one Standing Order from your Extra Current Account to credit your Extra Regular Saver. The standing order can only come from your KBC Extra Current Account and not from any other KBC account or any account with another financial institution. The Standing Order must be for not less than €100 and not more than €1,000 per month. Only one Standing Order is permitted to the account to make the monthly lodgement. The Standing Order amount can be changed at any time but can only be increased or decreased within these limits.
- 84.11.6 The payment date for the Standing Order can be any date in a month. If the date selected is not a Business Day, the Standing Order will be paid from the Extra Current Account on the next Business Day. When choosing a funding start date, please choose a date at least 10 days after the account application receipt date.
- 84.11.7 You are permitted to make one lump sum lodgement of up to €10,000 to the Extra Regular Saver in the first month. Multiple lodgements are not permitted.
- 84.11.7.1 If the lump sum is from multiple sources, the funds should be first lodged to the Extra Current account and then transferred in a single transaction to the Extra Regular Saver account.
- 84.11.8 You may only pay personal funds into the Extra Regular Saver. The Extra Regular Saver cannot be used as a Business/Charity/Club or other non-personal type of account.
- 84.11.9 The maximum account balance is €40,000. Once the balance in the Extra Regular Saver reaches €40,000 the entire balance will earn interest at the then prevailing Standard Demand Deposit Account interest rate as per our Personal Deposit Rate Matrix. Your Standing Orders will continue as normal to your Extra Regular Saver.
- 84.11.10 Any funds received for credit to the Extra Regular Saver which are not permitted within the Terms & Conditions, will be credited instead to the corresponding Extra Current Account without further communication to or authorisation from the Account holder.
- 84.11.11 It is permitted to have up to two payment breaks on the account per annum. Payment Breaks may be taken consecutively (i.e. one payment break of 2 months) or on two separate months during the year. If you wish to take a payment break you must cancel the Standing Order for your Extra Current Account for the period of the payment break and ensure you reinstate the Standing Order at the end of the payment break.
- 84.11.12 If you hold an existing Regular Saver with KBC, you can apply to open an Extra Regular Saver so long as you hold an Extra Current Account however you may not continue to fund the existing Regular Saver once the Extra Regular Saver has been opened.

#### **84.12 Extra 12 month Fixed Rate Account (formerly known as the Flex 12 month Fixed Rate Account)**

- 84.12.1 To hold an Extra 12 month Fixed Rate Account you must hold an Extra Current Account. The Extra 12 month Fixed Rate Account can be opened in sole or joint names (with a maximum of two accountholders in respect of joint accounts) however the Extra 12 month Fixed Rate Account must be in the same name(s) as the Extra Current Account. Only one Extra 12 month Fixed Rate Account either in your sole name or one in your joint names is permitted per individual. A corresponding Extra Current Account is required.
- 84.12.2 If you fail to lodge the monthly amount of €2,500 to your Extra Current Account on more than one occasion you will lose the benefits of the Extra 12 month Fixed Rate Account (including without limitation any bonus interest rate applicable to the Account). Your Extra 12 month Fixed Rate Account will become a standard KBC 12 month Fixed Rate Account and the prevailing interest rate applicable to that account as set out in our Personal Deposit Rate Matrix at the original funding date will apply to your Account for the entire fixed term of 12 months.

- 84.12.3 If you close your Extra Current Account in any given month, you will lose the benefits of the Extra 12 month Fixed Rate Account (including without limitation any bonus interest rate applicable to the Account). Your Extra 12 month Fixed Rate Account will become a standard KBC 12 month Fixed Rate Account and the prevailing interest rate applicable to that account as set out in our Personal Deposit Rate Matrix at the original funding date will apply to your Account for the entire fixed term of 12 months.
- 84.12.4 Even where you recommence lodgements of €2,500 to your Extra Current Account the benefits of the Extra 12 month Fixed Rate Account (including without limitation any bonus interest rate applicable to the Account) cease to apply and may not be re-instated.
- 84.12.5 The minimum account balance is €3,000 and the maximum account balance is €100,000. Once the account balance (including interest added) exceeds €100,000 the entire balance will earn interest at the prevailing Standard Demand Deposit Account interest rate for Euro deposits. All funds must be lodged on account opening and no withdrawals are permitted from the Extra 12 month Fixed Rate Account during the term of the account. Funds should be lodged from the Extra Current Account, however, we may accept cheques for lodgement directly to the Extra 12 month Fixed Rate Account.
- 84.12.6 Any funds received for credit to the Extra 12 month Fixed Rate Account which are not permitted within the Terms & Conditions, will be credited instead to the corresponding Extra Current Account without further communication or authorisation from the Accountholder.
- 84.12.7 On maturity, unless the Bank receives instruction(s) from you on or before the maturity date, the full balance in the account will be reinvested in a similar fixed term product at the prevailing interest rate for that product on that date. If you choose not to reinvest, the funds will only be paid into the Extra Current Account held in the accountholders name. We will not accept any other instructions in this regard.
- 84.12.8 You are not permitted to break an existing Fixed Term Account in order to open a Extra 12 month Fixed Rate account but existing customers can apply to open a new Extra 12 month Fixed Rate account with new funds so long as you hold a Extra Current Account.

#### 84.13 35 Day Notice Account

- 84.13.1 The KBCI 35 Day Notice Account is a Notice Deposit Account and the minimum account opening balance is €3,000 and the maximum account balance is €100,000.
- 84.13.2 35 days notice is required to make a withdrawal from this Account
- 84.13.3 You may only open one 35 Day Notice Account in your sole name. In addition you may open a 35 Day Notice Account jointly with another Personal Customer.
- 84.13.4 Interest is credited to the 35 Day Deposit Account annually on 31st December each year
- 84.13.5 Once the account balance (including interest added) exceeds €100,000 the entire balance will earn interest at the prevailing Standard Demand Deposit Account interest rate for Euro deposits.

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## PART H - CREDIT CARDS

### 85. USE OF CREDIT CARD GENERALLY

- 85.1 A Credit Card Account is available to natural persons over the age of 18 resident in the Republic of Ireland who meet our credit criteria.
- 85.2 This is an open ended credit card facility which is provided to you on the basis of these Terms and Conditions.
- 85.3 The Credit Card is and remains the property of KBCI. We reserve the right at any time to cancel, suspend, recall or retain the Credit Card. We may at our sole discretion refuse to re-issue, renew or replace any Credit Card.
- 85.4 You may only use the Credit Card within the Credit Limit and until the expiry date of the Credit Card.
- 85.5 You may not use the Credit Card if it has expired, has been reported lost or stolen or has been suspended or cancelled or if the Credit Card Account has been closed or terminated. You cannot use the Credit Card for any illegal purchase or improper purpose whatsoever. You may not use the Credit Card in excess of the Credit Limit.
- 85.6 The Credit Card Account is liable for the annual Government Stamp Duty at the then applicable rate. You hereby authorise us to deduct this Government Stamp Duty from your Credit Card Account. You can find details of the liability for this Government Stamp Duty on the website of the Revenue.

### 86. FIRST USE OF CREDIT CARD

- 86.1 As soon as you receive your Credit Card you must sign your Credit Card using a ball point pen. Your Credit Card will be activated when you carry out your first transaction using the Credit Card and PIN together.
- 86.2 You must memorise the PIN for your Credit Card and must not disclose the PIN to any other person. The notification of the PIN received from us should be destroyed as it is not safe to retain.

86.3 You may change the PIN we have sent you at selected ATM's. PIN services are currently available at ATM's where the MasterCard symbol is displayed.

## **87. SECURITY OF CREDIT CARD**

87.1 You are required to take reasonable steps and to exercise due care to ensure the security, safety and confidentiality of your Credit Card, its details and PIN. You must not divulge your PIN to any other person or note the PIN on the Credit Card or anything else carried or associated with the Credit Card in such a way as third parties may be able to decipher or access the PIN.

87.2 You must not disclose the answers to your nominated security questions to any third party other than our employees or agents in the course of them providing a service on your Credit Card Account.

87.3 If at any time you suspect or have reasonable reason to believe that your Credit Card or its security details have been compromised, lost, stolen, copied or misappropriated or is being used in an unauthorized or fraudulent manner, you must immediately contact us by telephone at 1800 93 62 87 (+353 1634 79 63 from abroad). We may at our discretion require you to submit the details in writing however this will not affect any action we may take on foot of the telephone conversation such as cancelling or suspending the Credit Card.

87.4 If you report your Credit Card as being lost or stolen in accordance with Clause 87.3 above you hereby irrevocably authorise us to suspend and/or cancel your Credit Card. Once the Credit Card has been reported lost or stolen in accordance with Clause 87.3 above and we have cancelled or suspended it, the Credit Card may not be used again even if it is subsequently located.

87.5 You hereby agree to provide all necessary information and assistance and to co-operate fully with all investigations carried out in connection with the loss or theft of your Credit Card including those conducted by us internally and those carried out by the Garda Síochána or other third party investigative authority. You hereby authorise us to inform and disclose all relevant information in connection with the loss or theft of your Credit Card to any appropriate third party. Where you have been a victim of fraud, we may require that you report this to An Garda Síochána.

87.6 We monitor Credit Card transactions for possible suspicious activities. If we believe suspicious activity is taking place or the Credit Card is being used improperly, we may without having any liability to you for so doing, decline to authorise further transactions on the Credit Card Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you before we take a decision to decline authorisation of such transactions however it may not always be possible for us to contact you before declining such transactions. You hereby agree and authorise us to take such actions as we deem necessary including suspending the Credit Card if it cannot be established that the transaction is a valid transaction.

87.7 We will send the Credit Card and PIN to the address we hold for you on our records. You should ensure that arrangements for the receipt of mail at that address are secure. If you change address you should immediately notify us in writing to PO Box 12485, KBC Bank Ireland Plc, Sandwith Street, Dublin 2. If you fail to do so there is a risk that your mail could be intercepted resulting in fraud on the Credit Card Account.

## **88. LIABILITY FOR LOSS OF CREDIT CARD**

88.1 Subject to Clause 88.2 below, you may only be liable for a maximum of €75 in respect of unauthorised transactions carried out using your Credit Card. You are not liable for any transactions carried out using your Credit Card after you have reported it lost or stolen in accordance with Clause 87.3 above.

88.2 You will be fully liable for any unauthorised transactions carried out using your Credit Card if:-

88.2.1 the unauthorised transactions occurred due to gross negligence or fraud on your part;

88.2.2 you are in breach of Clause 87.1 above;

88.2.3 if you fail to promptly report the loss or theft of your Credit Card to us in accordance with Clause 87.3 above;

88.2.4 you provided the Credit Card to a third party and they used it or passed it to someone else; and

88.2.5 in breach of Clause 87.5 above you fail to co-operate in full with any investigation into the loss or theft of your Credit Card.

## **89. ISSUE OF NEW OR REPLACEMENT CREDIT CARDS**

89.1 We may at our absolute discretion refuse to replace or re-issue any Credit Card that expires or is reported lost or stolen. We will refuse to re-issue a Credit Card where you have terminated your Account or are in breach of any of these Terms and Conditions. A fee may be charged for the issue of a replacement Credit Card.

## **90. CREDIT LIMIT**

90.1 We will notify you of your Credit Limit when we issue the Credit Card to you. You must not use your Credit Card to enter into transactions in excess of the Credit Limit.

90.2 We will not increase your Credit Limit unless you request us to do so however we reserve the right to refuse such a request at our absolute discretion.



- 90.3 We reserve the right at any time and at our absolute discretion to reduce your Credit Limit. We will provide you with 15 days notice in writing of any such reduction.
- 90.4 If you authorise a transaction which would bring the amount outstanding on your Credit Card Account in excess of the Credit Limit, we reserve the right at our absolute discretion to authorise or decline such transactions. If we do authorise such transactions this does not increase your Credit Limit and does not in any way imply that we will authorise all such transactions and all such authorisations may incur a fee from us.

## **91. BALANCE TRANSFERS**

- 91.1 Where you request to transfer the balance from another credit card account to the Credit Card Account, we shall determine the amount of the balance which you may transfer (the "Agreed Transfer Balance Amount").
- 91.2 You hereby authorise us to debit your Credit Card Account with the Agreed Transfer Balance Amount and to credit your other credit card account with the Agreed Transfer Balance Amount.
- 91.3 A reduced interest rate shall be applicable to the Agreed Transfer Balance Amount for a specified period which is set out in the European Consumer Credit Information Form (the "Specified Period"). The Specified Period commences on the date the Account is opened and if you transfer the balance after that date, then the reduced interest rate on the Agreed Transfer Balance Amount is only available for the part of the Specified Period that remains at the time of the balance transfer. At the end of the Specified Period the standard interest rate applicable to the Credit Card Account shall apply to any of the Agreed Transfer Balance Amount that remains outstanding.
- 91.4 If we agree to you transferring the balance, or part thereof, from another credit card account to the Credit Card Account, you will be required to close the other account within 90 days of the date of the Agreed Balance Transfer Amount being credited to the other credit card account. We may request evidence satisfactory to us that the other credit card account has been closed. If the other credit card account is not closed within 90 days you will lose the benefit of the reduced interest rate and our standard interest rate applicable to the Credit Card Account shall apply to the Agreed Balance Transfer Amount and we may also at our discretion close the Credit Card Account without further notice to you. The failure to close the other account within the specified time shall be considered to be a serious breach of these Terms and Conditions entitling us to terminate this agreement as provided for in clause 102.

## **92. ADDITIONAL CARDHOLDERS**

- 92.1 An Accountholder may request that an individual (aged 16 years or over) be an Additional Cardholder on the Credit Card Account. We may at our discretion accept or decline this request. There may be a maximum of four Additional Cardholders on the Credit Card Account at any time. To ensure compliance with our obligations in relation to anti-money laundering, fraud prevention and the prevention of the financing of terrorism we will require documentation satisfactory to us to evidence the identity and current permanent address of any person who is proposed to be an Additional Cardholder on the Credit Card Account.
- 92.2 If we agree to such a request we will issue an Additional Card and PIN to the Additional Cardholder. The Additional Card will be issued to the address of the Accountholder.
- 92.3 The Accountholder is responsible for all transactions carried out by the Additional Cardholder and is fully liable to us for payment of all amounts outstanding on the Credit Card Account in respect of transactions carried out by the Additional Cardholder. The Accountholder must inform the Additional Cardholder of these Terms and Conditions.
- 92.4 We may at any time cancel, suspend or block an Additional Card issued to an Additional Cardholder. We will cancel any Additional Card at any time if you request us to do so.
- 92.5 Each Additional Cardholder authorises us to provide you with any information in connection with the transactions carried out on the Credit Card Account by him or her.
- 92.6 Transactions carried out by an Additional Cardholder will reduce the available balance on the Credit Card Account and are included in the Credit Limit. Please note that Additional Cardholders will be entitled to use their Additional Card to the full extent of the Credit Limit and there is no limitation on the value of transactions or cash withdrawals Additional Cardholders can carry out using their Additional Card.
- 92.7 Each Additional Cardholder shall be deemed to have accepted and to be bound by these Terms and Conditions save for the following clauses which are not applicable to Additional Cardholders:- Clauses 85.1, 88 (Liability for loss of Credit Card), 91 (Balance Transfers), 97 (Interest), 98 (APR), 99 (Statements) and 100 (Monthly Payments).

## **93. CASH WITHDRAWALS**

- 93.1 You can use your Credit Card in conjunction with your PIN to withdraw cash from an ATM where the Mastercard symbol is displayed. When you make a withdrawal we will deduct the amount of the withdrawal from the Account and will immediately reduce the available balance on your Credit Card Account.
- 93.2 The use of your Credit Card to withdraw cash from an ATM is subject to both transaction and daily limits. These limits will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available on request at any time. ATM providers and retailers may apply their own limits to cash withdrawals and these may be lower than the daily limit set by us.

- 93.3 You can use your Credit Card in conjunction with your PIN to withdraw cash over the counter from a Bureau de Change where the Mastercard symbol is displayed up to a specified limit. This limit will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available on request at any time. Some over the counter providers such as a Bureaux de Change apply their own limits to cash withdrawals and these may be lower than the daily limit set by us.
- 93.4 Interest begins to accrue on the Credit Card Account in respect of any cash withdrawals from the day the cash is withdrawn. There is no interest free period in respect of cash withdrawals.
- 93.5 Fees and charges (including without limitation a cash advance fee) may apply in respect of cash withdrawals. Please see our Fees and Charges Booklet for further details.

## 94. RETAIL PURCHASES

### 94.1 Point of Sale Transactions

When using your Credit Card for a Point of Sale Transaction you may be asked to either enter your PIN, sign or hold your Credit Card against a card reader depending on the payment terminal.

### 94.2 Chip & PIN transactions

- 94.2.1 For transactions which require a Credit Card to be inserted into the POS Terminal you will be generally prompted to input your PIN into the POS terminal.
- 94.2.2 Some POS Terminals may require your signature if they do not have a Chip and PIN facility.
- 94.2.3 The use of your Credit Card for Point of Sale Transactions is subject to daily limits. These limits are available on request at any time. These limits will be determined by us at our sole discretion and may vary from time to time without prior notice from us.

### 94.3 Cardholder not present transactions

- 94.3.1 You may authorise a Point of Sale Transaction when you are not in the presence of a retailer or merchant for example over the telephone or online. This is called a "cardholder not present" transaction and the retailer or merchant may ask for any or all of the following details:
- Your Credit Card number,
  - Credit Card validation (last three digits on the back of your Credit Card),
  - Credit Card expiry date,
  - Your name, address and telephone number,
  - The address to which goods should be delivered, and
  - The amount charged, date and time.
- 94.3.2 Some retailers or merchants may require you to use MasterCard Securecode to authorise a cardholder not present transaction. In order to use the service, the cardholder must have a valid mobile phone number registered to the Credit Card Account. A unique one-time 8 digit numeric passcode will be sent via SMS to your mobile phone at the time authorisation is requested by the merchant. You must enter the unique one-time passcode when prompted. There is no requirement to register for MasterCard SecureCode. We bear no responsibility for any loss, damage, or expense you may incur as a result of authorising a transaction through MasterCard SecureCode. It is your responsibility to ensure KBCI holds your up to date mobile phone number to ensure you have continued use of the MasterCard SecureCode service.
- 94.3.3 If we authorise a transaction as a cardholder not present transaction this will immediately reduce the available balance on the Credit Card Account.
- 94.3.4 Some retailers or merchants will apply for pre authorisation of a payment when you give them your Credit Card number e.g. booking a hotel room. The pre authorisation amount will reduce the available balance on the Credit Card Account.
- 94.3.5 We have no obligation, responsibility or liability to you or the retailer/merchant concerning goods or services purchased using the Credit Card. You should contact the retailer or merchant if you have any query, complaint or dispute about the goods and services they supply to you. We will not negotiate or enter into any communication with a retailer or merchant on your behalf.
- 94.3.6 In some circumstances a retailer or merchant may require an authorisation from us to permit a particular transaction which exceeds the transaction limits to proceed. These transaction limits are set by the retailer and are in addition to any transaction limits we may have. The granting of this authorisation is at our discretion and has the effect of reducing the available balance on the Credit Card Account.
- 94.3.7 We have no obligation, responsibility or liability to you if a retailer or merchant refuses to accept your Credit Card or if the retailer or merchant fails to contact us for authorisation where required.

- 94.3.8 Once you have authorised a retail purchase, it cannot be subsequently revoked (whether or not a voucher is signed or a PIN number verified). Where you have authorised a retailer or merchant to set up a continuous Payment Instruction on your Credit Card and you wish to cancel it, you must send a written cancellation notice to the retailer or merchant and keep a copy of the letter. Service of such a cancellation notice on a retailer or merchant shall not constitute, or be deemed to constitute, service of any such notice on us.
- 94.3.9 When a retail purchase is authorised by use of a Credit Card and PIN, the use of the PIN will be regarded as conclusive evidence that the Point of Sale Transaction was authorised by you.
- 94.3.10 When a cardholder not present transaction is authorised by the use of MasterCard Securecode, this will be regarded as conclusive evidence that the cardholder not present transaction was authorised by you. Use of the MasterCard Securecode by you is subject to the terms and conditions of MasterCard Securecode.
- 94.3.11 If a retailer or merchant initiates a refund in respect of a Point of Sale Transaction carried out on the Credit Card Account we will only credit the Credit Card Account with the amount refunded upon receipt and processing of the refund amount by us from the retailer or merchant. For non-euro transactions the amount actually credited to the Credit Card Account may, following deduction of relevant fees and charges, and applying the daily foreign exchange rate differ from the original amount of the Point of Sale Transaction effected on the Credit Card Account.
- 94.4 Contactless transactions
- 94.4.1 A contactless transaction is one where you are not required to sign or enter your PIN in order to authorise the transaction.
- 94.4.2 You can use the Credit Card to make purchases for small amounts without using the Chip and PIN.
- 94.4.3 When you make a payment using a contactless card reader you must place your Credit Card against the reader in the retail outlet. The Credit Card will be detected and the payment is completed without you entering your PIN. From time to time, for your security, we may ask you to conduct a Chip and PIN transaction in which case you must insert your Credit Card and enter your PIN.
- 94.4.4 There is a maximum limit on the value of each contactless transaction which is determined by us. These limits will be determined by us at our sole discretion and may vary from time to time without prior notice from us. These limits are available on request at any time. In addition retailers or merchants may apply their own limits in respect of contactless transactions.
- 94.5 Rewards
- 94.5.1 A reward of 1% of the amount of all online and grocery purchases will be credited to your Credit Card Account on your monthly statement. The maximum reward that can be credited is €10 on each monthly statement. If you carry out a grocery transaction through an online merchant this transaction will only be eligible once for a reward.
- 94.5.2 To be eligible for the reward in respect of grocery purchases the retailer must be categorised under one of the following merchant category codes (the "MCC")
- 5411- Grocery Stores, Supermarkets
  - 5422- Freezer and Locker Meat Provisioners
  - 5451- Dairy Product Store
  - 5499- Miscellaneous Food Stores- Speciality Stores, Markets, Convenience Stores and Vending Machines.
- Although we do not determine which MCC a merchant chooses to classify itself, merchants are generally classified based upon their primary line of business. Purchases made at a merchant that does not process transactions under these codes will not qualify and you will not receive the reward.
- 94.5.3 In respect of online purchases no reward is payable in respect of purchases through online gaming sites, or in respect of any purchase that is illegal under the laws of Ireland or any purchase that KBCI at its discretion determines to be for an improper purpose.
- 94.5.4 No reward will be payable in respect of cash advances, balance transfers, fees, interest and refunds. In addition no reward will be payable in respect of any grocery or online purchases in a month where you have failed to discharge the minimum balance due on your previous two monthly statements or there are arrears outstanding on your Credit Card Account for two months or more. Once the outstanding arrears balance has been discharged to the satisfaction of KBCI you may become eligible again for the reward.
- 94.5.5 If you receive a refund in respect of any qualifying purchase, this refund will be taken into account in calculating any future reward that is due.
- 94.5.6 We at our discretion may at anytime withdraw or amend the reward feature on your Credit Card account to include without limitation changing the percentage of the reward payable and/or the category of purchases which are eligible for the reward. We will provide you with notice of any amendments in accordance with Clause 18.
- 94.5.7 You will not be eligible for any reward if KBCI suspends, blocks or cancels your Credit Card or terminates the Agreement for any of the reasons set out in Clause 102.

## 94.6 KBC MasterPass Wallet

KBC MasterPass Wallet is a digital wallet service ("MasterPass") offered by MasterCard Europe sprl ("MasterCard"), with company number/VAT number BE 0448.038.446, in partnership with KBC Bank Ireland plc. that stores your selected payment and shipping information in one convenient and secure place (the "KBC MasterPass Wallet") and transmits that information at your request to online merchants that display the MasterPass checkout mark (the "MasterPass Checkout Button") on their website, mobile site or smart device application. Although KBCI offer the use of the KBC MasterPass Wallet to its customers, MasterPass is run and operated by MasterCard and MasterCard provide the KBC MasterPass Wallet including all systems and functionality to enable it to operate. If you opt to avail of the KBC MasterPass Wallet you agree to be bound by the Terms of Use of the KBC MasterPass Wallet which will be provided to you when you register for the service. You further agree that although KBC are not a party to the Terms of Use for the KBC MasterPass Wallet, KBC can rely upon them as against you in connection with any dispute, claim, proceedings or action arising from the use by you of the KBC MasterPass Wallet. There is no requirement to register for Masterpass and we bear no responsibility for any loss, damage or expense that you may incur as a result of authorising a transaction through MasterPass. It is your responsibility to ensure your MasterPass username and password is kept secure and not shared. When a card transaction is authorised by the use of your KBC MasterPass Wallet, this will be regarded as conclusive evidence that the transaction was authorised by you. In addition where your KBC Masterpass Wallet includes credit cards issued by other financial institutions, we accept no liability in connection with the authorising of transactions on these credit cards through MasterPass.

## 95. USE OF CREDIT CARD ABROAD

- 95.1 Your Credit Card may be used in most countries worldwide subject to the Credit Limit. You should notify us in advance if you are planning to travel abroad. We have no obligation, responsibility or liability to you if a retailer or merchant abroad refuses to accept your Credit Card.
- 95.2 The use of your Credit Card while abroad is subject to local legal and regulatory requirements and your Credit Card may not be used in a foreign country for a purpose which is illegal under the laws of that country.
- 95.3 If you use your Credit Card for a non-euro transaction or withdraw cash in a country that is not a member of the Euro, the amount of any non-euro transaction will be converted to euro at the rate of exchange (as determined by Mastercard) applicable on the date the transaction or withdrawal is debited to your account in accordance with the procedures of the applicable Scheme. Accordingly the date of conversion may not be the date of the transaction or withdrawal. We have no control over when the transaction or withdrawal will actually be processed by the clearing system. For transactions or withdrawals in EEA countries 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 or withdrawal and the date on which the transaction or withdrawal amount is debited to your Account.
- 95.4 Non-euro transactions may attract additional fees and charges as outlined in our Fees and Charges Booklet. In addition some ATM providers in other countries may charge a fee for use of their ATM facilities.

## 96. ACCOUNT TRANSACTIONS

- 96.1 The amount of all transactions (including those by Additional Cardholders) will be debited to your Credit Card Account reducing your available balance. When a transaction is debited to your Credit Card Account is dependent on when we receive the details of it from the retailer or merchant or their financial institution and in the case of a cash withdrawal it will be debited when we receive details of it.
- 96.2 We are under no obligation to provide ATM facilities or credit card service at any time or any location.
- 96.3 We shall not be responsible or liable for any malfunction, fault, suspension, breakdown, interruption or any other operational or technical problem with any system or service used to process transactions using Credit Cards. We may without liability to you suspend or discontinue credit card services for such period of time as is required to remedy the problem. In addition we may at any time, where we believe at our absolute discretion that there is a real or potential security risk, suspend or discontinue the credit card services until such security risk is resolved without liability to you.

## 97. INTEREST

- 97.1 The rates of interest applicable to your Credit Card Account are available at [www.kbc.ie](http://www.kbc.ie). If interest is applied to your Credit Card Account the rate and amount of interest will be included on your monthly statement.
- 97.2 If you discharge the entire balance payable (including balances outstanding from previous statements) on your Credit Card Account by the due date specified in your monthly statement we will not apply interest (other than interest on cash advanced as set out in Clause 93.4 above) to your Credit Card Account in respect of the outstanding balances detailed in that monthly statement. If the entire balance is not discharged by the payment date specified in your monthly statements we will apply interest to your Credit Card Account in respect of the outstanding balances from the transaction date up to the date of repayment at the then applicable interest rate. All purchases, cash advances, fees, charges, Government Stamp Duty and any other amounts debited to the Account are eligible for interest calculation purposes.

- 97.3 Interest will accrue from day to day on the basis of 365 days based on a 365 day year or on such other basis as we may determine from time to time. Interest is calculated on the average daily balance outstanding.
- 97.4 No interest is earned on any credit balances on the Credit Card Account.
- 97.5 We may from time to time amend or vary the interest rate applicable to the Credit Card Account. We will give you at least two months' notice of any change to the interest rate in accordance with 18.2. Where the change in interest rate is to your benefit we may at our discretion apply the new interest rate with shorter notice to you where we are permitted by law to do so otherwise the relevant notice periods as referred to will apply.
- 97.6 We can determine at our sole discretion, the method by which we notify you of the changes to the interest rate applicable to the Credit Card Account. We may, without limitation, notify you by letter, by way of an insert enclosed with your monthly statement, electronic mail, your personal e-documents folder on your Digital Service, telephone (including recorded message) and/or advertisement in an Irish national daily or weekly newspaper or on our website.

## 98. APR

- 98.1 The Annual Percentage Rate ("APR") shows you the total cost of the credit to you expressed as an annual percentage of the amount of credit you have been granted. You will be advised of the APR applicable to the Credit Card Account at the time you open the Credit Card Account.
- 98.2 The APR is calculated on the assumption of a credit limit of €1,500 including Government Stamp Duty and 12 monthly instalments of €138.46, interest rates remain the same and interest charged is €131.52.
- 98.3 We reserve the right to amend or vary the APR at any time for any reason. Without prejudice to the foregoing, the APR may be varied due to changes in market conditions, changes in the cost of providing credit card services, changes in ECB and market rates and changes in legal or regulatory requirements. Any variation in the interest rate applicable to the Credit Card Account will result in a change in the APR.
- 98.4 We will notify you in accordance with Clause 18 of these Terms and Conditions of any change in the interest rate.

## 99. CREDIT CARD STATEMENTS

- 99.1 We will issue you a statement on a monthly basis, the date on which your statement is issued each month shall be determined by us and will depend on the date on which your Credit Card Account is opened. The statement will be sent to the address we hold for you on our records. Additional Cardholders do not receive statements however transactions carried out by the Additional Cardholder are detailed on the statement sent to the holder of the Principal Card.
- 99.2 You should review your statement and any other account information when received and examine it carefully and report any disputed transactions, errors or omissions to us. You must notify us without undue delay on becoming aware of an unauthorized or incorrectly executed transaction in accordance with Clause 62 and Clause 63 and as otherwise provided for in these Terms and Conditions.

## 100. MONTHLY PAYMENTS

- 100.1 You are required to pay the minimum balance due as set out in your monthly statement by the due date specified in the statement. The due date will be 25 days from the date of the statement. The minimum balance due will be 5% of the balance outstanding on the Credit Card Account or €5 whichever is the higher.
- 100.2 You make payments to your Credit Card Account by electronic funds transfer, standing order or cheque. Cheques should be sent to PO Box 12485, KBC Bank Ireland Plc, Sandwith Street, Dublin 2. Details of the account for payment by electronic funds transfer or standing order can be found on your statement. You may also when available pay using a debit card. When available you may also set up a direct debit mandate to pay (i) the minimum balance due on your Credit Card Account each month, (ii) the full amount due on your Credit Card Account each month or (iii) a fixed payment amount each month.
- 100.3 We do not accept payment by cash either by post or through our hubs.
- 100.4 You should ensure that payment is made in sufficient time to allow it to reach your Credit Card Account by the due date.
- 100.5 If you only pay the minimum balance due on your Credit Card Account on the due date, interest will accrue on the balance that remains outstanding on your Credit Card Account in accordance with clause 97 above.
- 100.6 If you fail to pay the minimum amount due on your Credit Card Account by the due date, we reserve the right to suspend, revoke block or cancel your Credit Card and to terminate the Credit Card Account in accordance with the provisions of Clause 102.
- 100.7 If the due date falls on a date that is not a Business Day, the due date shall be the next Business Day.

## 101. REPRESENTATIONS AND WARRANTIES

You hereby warrant to us that:-

- 101.1 all information supplied by you to us in connection with your application for your Credit Card Account is true, accurate and complete in all material respects;

- 101.2 you have made full disclosure to us of all information relating to you as is material or ought to be made known to any bank proposing to provide a credit card account;
- 101.3 there are no pending or, to the best of your knowledge, information and belief, any threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;
- 101.4 save as otherwise disclosed by you in your application you have never been made bankrupt and you have never applied for a Protective Certificate or been subject to a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012 and have never made any arrangement with creditors, had any court judgments for debt made against you or been in arrears with any existing or previous loan;
- 101.5 the opening and operation of the Credit Card Account and the performance of your obligations thereunder will not violate any applicable law or regulation or any agreement or document to which you are a party or which is binding on you;
- 101.6 there has been no adverse material change in your financial circumstances since you completed your application; and
- 101.7 you have no criminal convictions.
- These warranties are deemed to be given when you applied for the Credit Card Account and are repeated (with respect to the circumstances then prevailing) on each monthly payment date since you completed your application.

## 102. CANCELLATION AND TERMINATION

- 102.1 If you wish to close your Account and cancel your Credit Card, you must advise us in writing or by telephone and then destroy the Credit Card by cutting through the chip and magnetic stripe.
- 102.2 If an Additional Cardholder is removed from the Account, any Additional Card in that Additional Cardholder's name will be automatically cancelled by us.
- 102.3 We may immediately suspend, block any Credit Card, cancel any Credit Card and/or refuse to issue or replace any Credit Card and cease to provide the Credit Card Account to you if:
- 102.3.1 you fail to pay the minimum balance on the due date as set out in your monthly statement;
  - 102.3.2 you are no longer, in our opinion, able to manage your financial affairs;
  - 102.3.3 you die;
  - 102.3.4 any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect or any evidence subsequently comes to our attention that false documentation and/or information was provided to us in support of your application for the Credit Card Account;
  - 102.3.5 we have objectively justified reasons related to the security of any Credit Card or have a suspicion of unauthorized or fraudulent use of any Credit Card;
  - 102.3.6 you commit any breach of these Terms and Conditions;
  - 102.3.7 you are in breach of any other agreement with us;
  - 102.3.8 it becomes unlawful for you to continue to have a Credit Card;
  - 102.3.9 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 102.3.10 you enter into any arrangement with your creditors, are declared bankrupt or insolvent or have a judgment registered against you or are the subject of any analogous insolvency processes or proceedings in another jurisdiction or we otherwise consider that you may be unable to discharge your obligations to us;
  - 102.3.11 if you use or we suspect that the Credit Card Account or your Credit Card is being used for any unlawful or other inappropriate purpose;
  - 102.3.12 for any reason our Agreement becomes unenforceable or void; or
  - 102.3.13 we reasonably decide at any time that all or part of the documentation you supplied did not comply with the requirements of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010.
- 102.4 After the suspension and/or blocking of a Credit Card we will provide you with notice of such suspension or blocking. Whilst the Credit Card is suspended and/or blocked, we may cancel any Credit Card and/or refuse to issue, renew or replace any Credit Card by giving you 2 months' notice whereupon you must cut all Credit Cards (through the signature box, magnetic strip and chip).
- 102.5 If the Credit Card Account is closed, you must immediately pay all sums owing on the Credit Card Account and interest, fees and charges will be charged up to the date of closure and the Credit Card will not be valid after the date of closure of the Credit Card Account.
- 102.6 In addition to the above we may cancel your Credit Card and cease to provide you with Credit Card services for any reason at anytime by providing you with two months prior written notice.

### 103. ADDITIONAL TERMS AND CONDITIONS FOR PARTICULAR CREDIT CARDS

In addition to our standard terms and conditions for Credit Cards, The following additional terms and conditions apply in connection with the following specific Credit Card Accounts: -

#### 103.1 Student Credit Cards

(a) A Student Credit Card is available to full time third level students aged 18 years to 27 years attending an Irish third level institution for more than 21 hours each week. The duration of the course must be at least one academic year. We may at our discretion require you to supply satisfactory evidence of this such as your student card or college registration letter.

(b) You may only have one Student Credit Card Account at any one time with us and any other financial institution. If you are transferring a balance from an existing credit card account with another financial institution you will be required in accordance with clause 91 to close the other that account within 90 days of the balance transfer.

(c) No additional cardholders are permitted on Student Credit Card Accounts

(d) You are obliged to advise us when you cease to be a full time third level student however we may at our discretion reclassify your Student Credit Card Account as a standard Credit Card Account should we have reason to believe you are no longer a student. At the end of the term of your third level course as indicated on your application we may also reclassify your Student Credit Card Account as a standard Credit Card Account. The reclassification of your account will not amend or change the terms and conditions attaching to your Credit Card Account or require the reissuing of your Credit Card. If your Student Credit Card Account is reclassified, the Credit Limit applicable thereto will remain the same unless you apply for an increase in the Credit Limit.

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## PART I - TERMS AND CONDITIONS FOR ONLINE AND MOBILE ACCOUNT ACCESS

### 104. TERMS OF USE FOR ONLINE AND MOBILE ACCOUNT ACCESS

Digital Services must only be used in accordance with these Terms and Conditions for Online and Mobile Account Access. The use of Digital Services is governed by the Terms and Conditions for Online and Mobile Account Access, our Terms and Conditions for the Website (available at [www.kbc.ie](http://www.kbc.ie)) banking law and practice generally, and the terms and conditions applicable to the Account.

### 105. AVAILABILITY OF SERVICE

105.1 We may at any time and at our discretion and without any liability to you, modify, suspend or discontinue Digital Services with or without notice for any valid technical, operational (including without limitation routine maintenance or planned downtime) or commercial reason.

105.2 In the event of a breakdown, fault, malfunction or any other technical or operational problem in connection with the Digital Service, we may without liability to you suspend or discontinue the Digital Service for such period of time as is required to remedy the problem. In addition we may at any time, where we believe at our absolute discretion that there is a real or potential security risk without liability to you, suspend or discontinue Digital Services until such security risk is resolved.

105.3 The services, features and functionality available through the Digital Service may vary from time to time at our discretion and depending on the device you are using.

105.4 In order to avail of the Digital Service you must have requested access to Online Services and/or Mobile Services by completing and complying with our registration process and have activated the Online Service and/or the Mobile Service as instructed. We may at our sole and absolute discretion refuse to register you for Digital Services without providing a reason.

### 106. FIRST USE OF ONLINE SERVICE AND/OR MOBILE SERVICE

#### 106.1 Online Service

106.1.1 If you register for Online Services we will provide you with a Customer ID and an activation code together with a Digital Key in order to access the Online Service. You shall use the activation code to activate the Digital Key. Once the Digital Key has been activated you should destroy the activation code.

106.1.2 Users that request the physical digital electronic pass as their Digital Key shall be provided with one free of charge upon registration for the Online Service. Should you require a replacement for the physical digital electronic pass, we may at our discretion charge you for the issue of any replacement digital electronic pass. It is your responsibility to keep your physical digital electronic pass safe and secure, to treat it with care and to replace the batteries in it. If your physical digital electronic pass is lost or stops working you should contact our Customer Services team for assistance. The physical digital electronic pass remains our property and we give you a non-transferable right to use the Digital Key so long as you have an Account with us.

## 106.2 Mobile Service

- 106.2.1 To access Mobile Services you will be provided with a Customer ID and a mobile activation code or; alternatively, you can access the Online Service and generate a mobile activation code.
- 106.2.2 Having obtained the mobile activation code, you will need to access the KBC Mobile Banking App and insert the details as requested on screen.
- 106.2.3 The KBC Mobile Banking App is provided by us on an 'as is' basis. You download the KBC Mobile Banking App at your own risk and we accept no liability or responsibility for any loss or damage caused to the device by the downloading of the KBC Mobile Banking App. We make no representation or provide any warranty as to its functionality or suitability.

## 107. EQUIPMENT

- 107.1 It is your responsibility to provide and maintain at your own cost, any and all equipment necessary in order to avail of the Digital Service. Prior to enrolling for Digital Services you should ensure that your equipment meets the specifications required for access to the Digital Services. We reserve the right at any time to modify the requirements and specifications of such equipment.
- 107.2 In order to access the Mobile Service you will require a touchscreen device with internet access either through WIFI or telecom networks (such as 3G or 4G) and will need to download KBC Mobile Banking App from the Apple App Store or Google Play Store as applicable for your device.
- 107.4 You can only avail of the Mobile Service and download the KBC Mobile Banking App on to one device however you may change this device through either the Mobile Service or the Online Service.

## 108. SECURITY

- 108.1 You must not disclose your Online Security Materials and/or Mobile Security Materials (together the 'Security Materials') whether directly or indirectly, to any other person (including, but not limited to, any account aggregation service provider), or note them in a form that would be intelligible or otherwise make them accessible to any other person (including asking your computer or other electronic device to remember any of the Security Materials).
- 108.2 It is your responsibility to ensure the security of any computer, tablet, mobile phone or other electronic device from which you access the Digital Service. You are required to disconnect, log off and exit the Online Service, Mobile Service, KBC Mobile Banking App and Website when not availing of the Digital Services. You must take all reasonable steps to prevent your computer, tablet, mobile phone or other electronic device from becoming infected with a virus and to prevent any third party gaining unauthorised access to your computer, tablet, mobile phone or other electronic device its programs and files, and the Security Materials.
- 108.3 You must notify us as soon as is reasonably practicable and without undue delay on becoming aware of (i) the loss, theft or misappropriation of your Security Materials; and (ii) any fraudulent activity or unauthorised transactions on your Account. If we are notified of such loss, theft, or misappropriation of your Security Materials or any fraud or unauthorised transaction on your Account we shall take such action as we deem appropriate at our discretion to protect the security and privacy of the Account. We may require you to report such incidences to An Garda Síochána.
- 108.4 After you have registered for Digital Services, we will never ask you to disclose in full to us, or to anyone purporting to act on our behalf, your Security Materials. If you receive this form of request from any source, it is likely to be fraudulent in nature and you should not reveal your Security Materials in response. You should immediately advise us of any such request.
- 108.5 You must notify us as soon as is reasonably practicable and without undue delay on becoming aware of (i) the loss, theft or misappropriation of your Mobile PIN or device; and (ii) any fraudulent activity or unauthorised transactions on the Account. If we are notified of such loss, theft, or misappropriation of your pin code or any fraud or unauthorised transaction on the Account we shall take such action as we deem appropriate at our discretion to protect the security and privacy of the Account. We may require you to report such incidences to An Garda Síochána
- 108.6 Mobile Banking Security
  - 108.6.1 You must not disclose your Mobile PIN, whether directly or indirectly to any other person or note it in a form that would be intelligible or otherwise accessible to any other person. You must take all reasonable precautions to prevent the unauthorized or fraudulent use of your Mobile PIN. You should change your Mobile PIN regularly.
  - 108.6.2 If you enter your Mobile PIN incorrectly on five consecutive occasions, we will automatically disable Mobile Services on your Account to protect the security of your Account and you will have to contact us directly to re-activate Mobile Services. In addition if you forget your Mobile PIN you will have to re-install the KBC Mobile App and re-activate Mobile Services as set out above.
  - 108.6.3 If your device on which the KBC Mobile Banking App is downloaded is lost or stolen you should contact us by telephone or go online to deactivate the Mobile Service in order to protect the security of your Account. You must delete the KBC Mobile Banking App if you change or dispose of your device.



108.6.4 If you have an IOS device with Touch ID functionality (eg using your fingerprint to access your device), you will be able to access the KBC Mobile Banking App using this Touch ID functionality however you will require your Mobile PIN to authorise transactions. If your device does not have Touch ID functionality you will automatically be logged into the KBC Mobile Banking App once you have entered your Mobile PIN. Where you are using Touch ID functionality, we do not accept any liability for any loss arising in connection with the use of biometric data to access the Mobile Service. For the avoidance of doubt please note we do not retain or store any biometric data.

108.7 We cannot guarantee the privacy, confidentiality or security of information transmitted using Digital Services and by using the Digital Service you accept and acknowledge this risk.

## **109. AUTHORISATION AND CONSENTS**

109.1 You hereby irrevocably authorise and instruct us to act upon the instructions received from you through the Digital Service. You are responsible for ensuring that all instructions given by you through the Digital Service are complete and accurate. You cannot change or cancel instructions once given and any instruction given through the Digital Service shall be final and binding on you.

109.2 Once an instruction is received by us authenticated by means of your Security Materials, you agree we can act on and process the instruction. You also acknowledge that we do not carry out any further security checks in respect of the instruction. However, we may at our discretion in certain circumstances request such further security verification as we deem appropriate.

109.3 These Terms and Conditions for Online and Mobile Access may amend the mandate you have provided in respect of the Account, but only to such extent as may be required to provide the Digital Service. We are under no obligation to check the mandate in respect of the Account before we provide the Digital Service or process any instruction received through the Digital Service.

109.4 We may decline to act on any instruction or request for information received through the Digital Service if:

109.4.1 There are insufficient funds in the relevant Account to cover an instruction to make a payment from that Account; or

109.4.2 We believe that the Digital Service is being accessed and/or used in an irregular or unauthorised manner provided that we shall not be liable for any failure to do so.

109.4.3 We suspect that the Digital Service is being used for fraudulent purposes or the security of your Digital Service has been compromised.

109.5 We record instructions received through the Digital Service and you hereby agree to the recording of such instructions and accept in the absence of manifest error the accuracy thereof. You further agree to the use of such recordings in the event of the any dispute arising in connection with these Terms and Conditions or any instruction provided through the Digital Service.

## **110. JOINT ACCOUNTS AND REMOTE BANKING**

110.1 Where the Account is in the name of more than one person, the Digital Service is available to and instructions may be given using the Digital Service by any of the Account holders although each Account holder must register separately and apply for their own Security Materials.

110.2 In the case of a dispute arising between Joint Account holders, such a dispute shall be resolved in accordance with the terms and conditions of the Account and we shall take such action as we deem necessary in the circumstances which may at our discretion include suspending, blocking, and/or terminating the Account and the Digital Service.

110.3 If your Account is held jointly in the name of two or more people, each of you is jointly and severally liable under these Terms and Conditions for Online and Mobile Account Access for any instruction received from any one of you through the Digital Service.

110.4 It is specifically acknowledged by you that in the case of a Joint Account we may act upon instructions received through the Online Service and/or the Mobile Service from any one of the Joint Account holders in relation to the Account except where any limitations have been communicated to us, in relation to the Account.

## **111. INFORMATION ON ACCOUNT BALANCES**

111.1 We use all reasonable efforts to ensure that the information we provide to you through the Digital Service is accurate and complete however it should not be relied upon as conclusive evidence as to the state of your Account. We shall not be liable for any loss, damage or expense arising in connection with the inaccuracy of any information provided to you through the Digital Service.

111.2 The account balance quoted through the Digital Service is updated at regular intervals when we receive details of the transactions from the merchant or their bank however it may not have been appropriately adjusted to include all debit/credit (whether paper or electronic) transactions carried out by you since the balance was last updated if these have not yet been notified to us.

111.3 You shall carefully examine any account information (including Account statements and balances) received by you, or any other information provided by us to you, through the Digital Service from time to time and shall report any errors or omissions to us in writing without undue delay. Nothing herein will prevent us or you subsequently adjusting information to correct an error or omission, but in that case without any claim to compensation or damages arising on account thereof.

## **112. FUNCTIONALITY AVAILABLE THROUGH THE DIGITAL SERVICE**

Through our Digital Service you may open an account, view account transactions and balances and carry out certain account transactions. The functionality available through the Digital Service will vary depending on the type of Account, the type of Digital Service you use (be it Online Services and/or Mobile Services) and the equipment you use to access the Digital Service. The Digital Service may vary from time to time at our discretion and depending on the device you are using.

## **113. LICENCE AND INTELLECTUAL PROPERTY**

113.1 All Intellectual Property rights in the data, codes, mobile app, information or material used by us to provide the Digital Service are and remain vested in us and you are only authorised to use such data, codes, information or material for the purpose of accessing the Digital Service in accordance with these Terms and Conditions for Online and Mobile Account Access.

113.2 If you download the KBC Mobile Banking App, we hereby grant you a non-exclusive, non-assignable, non-transferable, revocable licence to use the KBC Mobile Banking App for the sole purpose of accessing the Mobile Services. The granting of this licence is conditional on you accepting these Terms and Conditions for Online and Mobile Account Access.

113.3 From time to time we may require you to update the KBC Mobile Banking App by downloading updates from the Apple App Store or Google Play Store as applicable. If the updates are not downloaded Mobile Services may no longer be available to you.

## **114. VARIATION**

114.1 We reserve the right to vary these Terms and Conditions for Online and Mobile Account Access at any time. Any change to these Terms and Conditions for Online and Mobile Account Access shall become effective two months after they are published on the Website.

114.2 Following the two month period each User shall be required to accept the Terms and Conditions for Online and Mobile Account Access as amended or varied in order to continue to avail of the Digital Service.

## **115. GENERAL DISCLAIMER AND INDEMNITY**

115.1 You agree to be bound by these Terms and Conditions for Online and Mobile Account Access as may be amended from time to time and to indemnify KBCI in connection with any loss, or damage arising or occasioned by your breach or that of a third party of these Terms and Conditions for Online and Mobile Account Access.

115.2 KBCI, to the fullest extent permitted by law, is not accountable for and does not accept any liability or responsibility for any loss, damage (including without limitation, incidental, punitive, exemplary, special or consequential damages, loss of profit or damages resulting from lost data or business interruption) or expense resulting from:-

- (a) using the Digital Service whether with or without authorisation;
- (b) the performance, functionality, non-performance, unavailability, inaccessibility, or corruption of the Digital
- (c) communicating with us or transmitting instructions to us using the Digital Service;
- (d) any fraudulent or unauthorised transaction on the Account being made using the Digital Service provided that the fraudulent or unauthorised transaction has been authenticated with the Security Materials; and
- (e) the use of Touch ID functionality to access the Mobile Service.

## **116. COSTS AND CHARGES**

116.1 If you carry out transactions on the Account using the Digital Service, the usual transaction charges as set out in our Fees and Charges Booklet are applicable and will be charged in accordance with the terms and conditions of the Account.

116.2 You should note that all third party charges incurred by you in accessing the Digital Service such a telephone and data charges are at your cost and we have no liability or responsibility in respect of these. If you access the Digital Service from abroad you may be subject to additional roaming charges.

116.3 There is currently no cost to download the KBC Mobile Banking App however we retain the discretion to charge for the KBC Mobile Banking App in the future. If we decided to introduce any costs fees or charges in respect of the KBC Mobile Banking App we will notify you of these in advance and if you do not wish to incur same you will be able to deactivate Mobile Services.

## 117. DATA PROTECTION

- 117.1 Our Privacy Policy sets out in detail how we may use your personal data and our obligations pursuant to the Data Protection Acts 1988 and 2003. Should there be any conflict between these Terms and Conditions and the Privacy Policy, these Terms and Conditions shall prevail.
- 117.2 To maintain the security of our systems, protect our staff and to assist in the detection of fraud or other possible crimes we may monitor internet communications, including web and email traffic, into and out of our domains. Without prejudice to the generality of the foregoing, this monitoring includes checks for viruses and other malignant code, criminal activity, and unauthorised use of content.

## 118. CONFIDENTIALITY

- 118.1 Subject to the terms of our Privacy Policy and Clause 29 of these Terms and Conditions, and except as maybe required by law, we shall keep confidential all personal data in relation to you held by us and shall only process personal data for the purposes of fulfilling the terms of this agreement and providing you with the Digital Service. As a customer of KBCI, please help us keep your information up to date by notifying us of any changes in your personal details.
- 118.2 Any details or information provided by or obtained from us in connection with the provision of the Digital Service including without limitation, information relating to our systems, operation, software or hardware shall be held by you in the strictest confidence and you undertake not to disclose same to any other party unless the information is already in the public domain.
- 118.3 You are advised that information transmitted by electronic mail over the internet may not be secure, remain confidential or be delivered correctly. Electronic mail may also be corrupted and is liable to interference from third parties. While we have taken reasonable and appropriate security precautions, we cannot guarantee the privacy or confidentiality of information passing by such methods, and are not accountable, liable or responsible for the confidentiality, accuracy or reliability of messages sent or received by email over the internet in connection with the Online Service and or Mobile Service where you have failed to implement or comply with our reasonable security requirements, to keep anti-virus and firewall protections up-to-date, and/or to take reasonable care to keep communications confidential, including reasonable care to keep your Security Materials secure.

## 119. TERMINATION

- 119.1 We may terminate your right to use the Digital Service at any time, on two months' notice to you.
- 119.2 You may cancel the Mobile Service at any time by deactivating the KBC Banking Mobile App through the Online Services. You may cancel the Online Service at any time by sending a notice in writing to Customer Services, KBC Bank Ireland plc., Sandwith Street, Dublin 2
- 119.3 We further reserve the right to immediately terminate this agreement and/or suspend your use of the Online Mobile and/or Mobile Service without liability should any of the following events occur:-
- 119.3.1 you are no longer, in our opinion, able to manage your financial affairs;
  - 119.3.2 you die;
  - 119.3.3 any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect;
  - 119.3.4 you commit any serious or repeated breach of these Terms and Conditions;
  - 119.3.5 you are in breach of any other agreement with us;
  - 119.3.6 it becomes unlawful for you to continue to use the Online Service and/or Mobile Service;
  - 119.3.7 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 119.3.8 you enter into any arrangement with your creditors, are declared bankrupt or insolvent or have a judgment registered against you or are the subject of any analogous insolvency processes proceedings in another jurisdiction;
  - 119.3.9 you use the Online Service and/or Mobile Service for any unlawful, fraudulent or other inappropriate purpose; or
  - 119.3.10 for any reason these Terms and Conditions becomes unenforceable or void.
- 119.4 Notwithstanding the death or incapacity of the Accountholder, all instructions received through the Online Service and/or Mobile Service in respect of the Account shall be valid and binding on the Accountholder or his estate or legal representative if they were given prior to the receipt by us of written notice of such death or incapacity.
- 119.5 We reserve the right to process or cancel any instructions received through the Online Service and/or Mobile Service which are in progress on termination and/or suspension of your use of the Online Service and/or Mobile Service.

KBC Bank Ireland plc. is registered in the Republic of Ireland. The registration number is 40537 and the registered office is Sandwith Street, Dublin 2.

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

**THE BANK OF YOU** 