



# Basic Current Account Terms & Conditions

**THE BANK OF YOU**

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

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## PART A - About Us/Definitions/Interpretation

### 1. ABOUT US

- 1.1 KBC Bank Ireland plc ("KBC") 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 KBC is a licensed credit institution regulated by the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1.

### 2. DEFINITIONS

In these Terms and Conditions:

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

**AISP** means an Account Information Service Provider.

**Anti-Money Laundering Documentation** means all information as specified by us as required to ensure compliance with our legal and regulatory obligations in relation to anti-money laundering, fraud prevention and the prevention of the financing of terrorism.

**Annualised National Minimum Wage** means the national minimum hourly rate of pay (as declared from time to time, in accordance with section 11 of the National Minimum Wage Act 2000 (No. 5 of 2000) (or any statutory modification or re-enactment thereof) multiplied by 2,080.

**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 Basic Current Account on their behalf.

**Basic Current Account Application** means the application (which shall include the Basic Account Declaration) completed by a Personal Customer or on behalf of a Personal Customer to open a Basic Current Account.

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

**Basic Current Account Declaration** means a statement signed by you, which includes without limitation, confirmation that you do not hold a payment account with a credit institution located in the Republic of Ireland.

**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.

**Cash Withdrawal** means the customer takes cash out of the customer's Account.

**CBPII** means a Card Based Payment Instrument Issuer.

**Cheque Lodgement** means the customer lodges a cheque to an Account.

**Cleared Funds** means money credited to the Basic Current 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 Basic Current 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 Basic Current Account including without limitation the Consumer Protection Code and the European Communities (Consumer Credit Agreements) Regulations 2010, the PAR and Consumer Credit Act 1995 as amended.

**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.

**Credit Transfer** means the account provider transfers money (in the form of an Electronic Fund Transfer "EFT"), on the instruction of the customer, from the customer's Account to another account.

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

**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).

**Data Protection Documents** means the Data Protection Notice and the Privacy Statement as amended, extended or replaced from time to time for such reasons as KBC deems reasonable and/or necessary.

**Data Protection Law** means all legislation and regulations relating to the processing and protection of personal data including (without limitation) the Data Protection Acts 1988 - 2018, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the EU Data Protection Directive 95/46/EC, the Data Protection (Registration) Regulations 2001, the Data Protection Act 1988 (Section 16(1)) Regulations 2007, the General Data Protection Regulation (EU) 2016/679, and the Personal Data Security Breach Code of Practice issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments, and re-enactments thereof.

**Data Protection Notice** means the data protection notice produced by us to explain the terms on which any personal data received in connection with your Accounts will be collected and used by us or on our instruction and the mechanisms by which you can exercise your rights pursuant to Data Protection Law. The Data Protection Notice may be accessed online at [www.KBC.ie](http://www.KBC.ie).

**Debit Card** means each card issued by KBC 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.

**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 Basic Current Account online and the authentication of instructions submitted via the Online Service.

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

**Direct Debit** means where the customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's Account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.

**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 Basic Current 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 KBC in connection with the Basic Current 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](mailto:customerservices@kbc.ie).

**GBP** means British Pound Sterling.

**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 a Basic Current 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 which is not a payment in accordance with the SEPA Regulations.

**Joint Basic Current Account** means a Basic Current Account opened in the name of two Personal Customers.

**Joint Accountholders** means the Personal Customers in whose name the Joint Basic Current 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.

**Loggement** means any deposit of money into the Basic Current 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 Basic Current Account on the terms specified in the Mandate and authorises KBC to effect Direct Debits on the Basic Current Account.

**Maintaining the Account** means the account provider operates the Account for use by the customer. A fee may be payable, depending on the Account type.

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

**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 63.2 of these Terms and Conditions.

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

**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 63.1 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** means the account provider and the customer agree in advance that the customer may borrow money when there is no money left in the Account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer. No Overdraft is permitted or will be sanctioned on this account.

**Payment Account** means a Basic Current Account.

**Payment Accounts Regulations or PAR** means the European Union (Payment Accounts) Regulations 2016 as may be amended from time to time and which transpose the Payment Accounts Regulations 2014/92/EU relating to payment accounts into Irish law.

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

**Payment Services Directive or PSD** means the Payment Services Directive 2007/64/EC as may be amended, updated or replaced by the Payment Services Directive 2015/2366 relating to payment services as transposed into Irish law.

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

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

**PISP** means a payment initiation service provider.

**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 Basic Current Account.

**Privacy Statement** means the privacy statement for mobile and online banking which outlines how we deal with any personal data provided while visiting our website, while using our mobile banking applications (Apps) or when interacting with us through any of our social media or other interactive channels. The Privacy Statement may be accessed online at [www.kbc.ie](http://www.kbc.ie).

**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 the account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

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

**TPP** means any payment service provider that you may use to provide services in respect of your Payment Account including AISP's, PISP's and CBPII's.

**Unauthorised Overdraft** means the customer's Account is overdrawn in excess of an authorised Overdraft Limit or where no authorised overdraft limit has been agreed.

**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).

**Unpaid Item** means cheques, direct debits or standing orders, presented for payment on the customer's account are returned unpaid because of insufficient balance on the customer's account.

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

**Using a Debit Card for purchases in Euro** means the customer uses the customer's debit card to make a payment in euro.

**Using a Debit Card for purchases in Foreign Currency means** the customer uses the customer's debit card to make a payment in foreign currency.

**We, our, us, the account provider, KBC 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 Accountholders and where appropriate, includes each Joint Accountholder 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 Basic Current 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 you have otherwise agreed to these Terms and Conditions) be deemed to have accepted these Terms and Conditions when you first start to operate the Basic Current Account for example, by issuing an instruction, making or receiving a payment, accessing Digital Services or using your Debit Card.

4.3 In addition to the Terms and Conditions, the Basic Current 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 Basic Current Account from time to time, the Fees and Charges Booklet, and all application forms and instruction forms (including without limitation the Basic Current Account Application) completed by you in connection with the Basic Current Account all of which shall form part of our agreement with you in connection with the Basic Current Account. The operation of your Basic Current Account shall also be governed by banking law and practice generally.

4.4 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 Basic Current 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.

4.5 These Terms and Conditions are effective until further notice for new Personal Customers and for existing Personal Customers in respect of new Accounts opened by them from 30th May 2022 and for existing Personal Customers in respect of existing accounts from 29th July 2022.

4.6 Holders of the Basic Current Account may apply for a deposit account subject to the applicable terms and conditions and eligibility criteria for such account.

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## **PART B - General Provisions**

### **5. IDENTIFICATION**

5.1 Before you can open a Basic Current Account and at anytime while you continue to hold and operate the Basic Current 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 address, the source of funds which make up any Lodgement and for non tax residents and U.S. citizens your Tax Identification Number. We will advise you at the time you apply to open the Basic Current 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 a Basic Current Account, or to close an existing 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 Basic Current 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 Electronic Communications and Phone Calls.
- 7.3.1 Your Information may be processed, recorded and retained by us in electronic form. You agree, pursuant to the Electronic Commerce Act 2000, that KBC 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. You 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.
- 7.3.2 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. 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.
- 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 KBC ('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 KBC 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 KBC 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 BASIC CURRENT ACCOUNTS**

- 8.1 Unless otherwise stated a Basic Current Account can be opened in the name of more than one Personal Customer however the maximum number of Accountholders permitted on a joint Basic Current Account is two. To open a joint Basic Current Account both parties must be eligible for the account in accordance with these Terms and Conditions. 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 Basic Current Account shall be joint and several.
- 8.2 A Joint Basic Current Account will always operate on the basis that any one Accountholder is authorised to operate, close and/or provide instructions in respect of the Basic Current 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 Basic Current Account you must advise us in writing signed by both Accountholders. Where a Joint Account is to be closed, we will close the Basic Current account on the instruction of one party unless you have instructed us otherwise.
- 8.3 Correspondence and notices including statements in respect of Joint Basic Current Accounts will issue to both Accountholders at the first named account holder's address unless both Accountholders have requested otherwise in writing. In the case of a Joint Basic Current Account where the account holders reside at different addresses, correspondence and notices including statements in relation to the Joint Basic Current Accounts will be sent to or served on both Accountholders at the first named Accountholders address unless both Accountholders have requested 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. In respect of eStatements different provisions apply, see Clause 42.1 for further details.

- 8.4 In the event of any dispute or disagreement between joint Accountholders we will, until and unless new written instructions are received from all joint Accountholders, continue to rely on existing instructions from the Accountholders. 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 Basic Current Account with or without notice to you. If the Basic Current Account is suspended no transactions or withdrawals will be permitted in respect of the Basic Current 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 Basic Current 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 Basic Current Account.

**WARNING:- If the Basic Current Account is a Joint Basic Current Account then either Accountholder may provide instructions in relation to the Basic Current Account and generally operate and/or close the Basic Current Account without the consent or knowledge of the other Accountholder. Should you wish to impose limitations on the operation of the Basic Current 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 Basic Current Account after the death or incapacity of an Accountholder.
- 9.2 All payments made by us on the Basic Current Account after your incapacity, death, bankruptcy, insolvency but before we have written notice thereof, will be valid and binding on you, your successors and estate and we may in lieu of ruling the Account and notwithstanding that the said Account shall be overdrawn at the time, allow such Account to continue to operate as if such change had not occurred.
- 9.3 In the case of a Joint Basic Current Account, on the death of one Accountholder, the Basic Current 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 Basic Current Account against his estate.
- 9.4 On your death any outstanding debit balance on the Basic Current Account as at the date of your death becomes the liability of your estate.
- 9.5 In respect of Basic Current Accounts on the death of the Accountholder, the estate of the Accountholder will be liable for any transactions on the Basic Current Account using the Debit Card, after the date of death of the Accountholder. All Debit Cards must be cut through the signature box, magnetic strip and chip and returned to us. In respect of Digital Services the Accountholder will be liable for any transactions carried out on Digital Services after the death of the user of Digital Services.

## **10. RIGHT OF WITHDRAWAL**

- 10.1 You may cancel the Basic Current Account within 14 days from when you first start to operate the Basic Current Account (for example, by issuing an instruction, making or receiving a payment, using your Debit Card ) 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.
- 10.2 Any credit balance in the Basic Current 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 Basic Current Account.
- 10.3 If on the date of cancellation there is a debit balance on the Basic Current 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 Basic Current 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 Basic Current Account the Terms and Conditions will continue to apply.

## **11. AVAILABILITY OF THE BASIC CURRENT ACCOUNT**

- 11.1 The Basic Current Account is available to a Personal Customer who:
- 11.1.1 Is over 18 years of age; and
  - 11.1.2 Is legally resident in the European Union. In the case of a Joint Basic Current Account each Accountholder must be a Personal Customer over 18 years of age and legally resident in the European Union; and
  - 11.1.3 Does not hold a payment account with a credit institution in the Republic of Ireland, or, has received notice that their payment account in the Republic of Ireland will be closed. Evidence (in a form satisfactory to the Bank) of such closure will be required.

- 11.2 Under the terms of the Basic Current Account there will be no fees for Maintaining the Account (account maintenance), Debit card transactions, Cash Withdrawal (ATM Withdrawal) and Cheque Lodgement processing fees charged. Other fees and charges may apply in accordance with our Fees and Charges Booklet.
- 11.3 KBC reserves the right to amend, modify, cancel, withdraw or change the benefits applicable to the Basic Current Account at any time. Any such changes will be notified to you in accordance with Clause 22 below.

## **12. REVIEW OF THE BASIC CURRENT ACCOUNT**

- 12.1 Where Lodgements over the 12 months from the date you opened your Basic Current Account, and annually thereafter, (up to five years from the date of opening of your Basic Current Account) are in excess of the Annualised National Minimum Wage we may at our absolute discretion deem the Basic Current Account to be inappropriate for your needs and convert your account to the standard KBC Current Account. Any such change will be notified to you in writing at least two months in advance of the conversion unless otherwise permitted by law. In such instance these Terms and Conditions will no longer apply. We will notify you of the terms and conditions applicable to the new account and the fees and charges which will then apply will be set out in our Fees and Charges Booklet.
- 12.2 On the fifth anniversary of the opening of the Basic Current Account, we will review the operation of the Basic Current Account and we may at our absolute discretion convert your Basic Current Account to the standard KBC Current Account. Any such conversion will be notified to you in writing and at least two months in advance of the conversion unless otherwise permitted by law. In such instance these Terms and Conditions will no longer apply. We will notify you of the terms and conditions applicable to the new account and the fees and charges which will then apply will be set out in our Fees and Charges Booklet.
- 12.3 Where we notify you that your Basic Current Account has been converted to the standard KBC Current Account if you do not wish to accept the conversion of the account, you are entitled to close your account. If you do not ask us to close your account prior to the expiry of the two month notice period, you will be deemed to have accepted the conversion of your account.

## **13. PURPOSE FOR WHICH BASIC CURRENT ACCOUNT CAN BE USED**

- 13.1 The Basic Current Account can only be used to operate and manage personal financial affairs. For example it may be used to receive wages and/or welfare payments and to pay personal and domestic bills. You are not permitted to use the Basic Current Account for any business, charity, club, society or other organisation.
- 13.2 The Basic Current Account is a Euro account. You are not permitted to make lodgements to your Basic Current Account in a currency other than Euro. Non-euro Debit Card withdrawals may be made in accordance with Clause 56 below for which additional fees will apply however the withdrawal of non-euro cheques and/or drafts is not permitted.

## **14. OPENING A BASIC CURRENT ACCOUNT**

- 14.1 To open a Basic Current Account, you must complete a Current Account Application. You can submit your application by phone, by post or deliver it to one of our offices or mobile units. The Basic Current Account will be opened on receipt of a fully completed Account Application but will not become operational until we receive all Anti-Money Laundering Documentation in a form satisfactory to KBC.
- 14.2 You may be required to complete a Basic Current Account Declaration.
- 14.3 We may also request such additional information as we deem reasonable to confirm your eligibility for the Basic Current Account.
- 14.4 In order to operate and manage a Basic Current Account, you will be required to avail of Debit Card Services and Digital Services. In the case of a Joint Account, the principal Account holder will be required to avail of Debit Card Services and Online Services. These services are also available to the other joint Account holder if they so wish.
- 14.5 You are not required to purchase additional services with KBC in order to open a Basic Current Account.

## **15. OPERATING A BASIC CURRENT ACCOUNT GENERALLY**

- 15.1 At all times, the Basic Current Account must be operated in credit, no Overdraft is permitted or will be sanctioned on this account.
- 15.2 You must ensure that you have sufficient funds in the Basic Current Account to meet all payments to be made from the Basic Current Account.
- 15.3 We may at our absolute discretion decide whether to execute a transaction where the available Cleared Funds in the Basic 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. Where we execute such transactions fees and charges will apply as set out in our Fees and Charges Booklet.
- 15.4 There is no cheque book facility on the Basic Current Account but you may withdraw from the Basic Current Account by cheque from KBC in accordance with Clause 41.2 below.

- 15.5 A certificate from KBC in connection with the balance and/or transactions on the Basic Current Account shall in the absence of manifest error and until the contrary is proved be conclusive for the purposes of this agreement between us.
- 15.6 You may appoint an Attorney to operate the Basic Current 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.
- 15.7 A Basic Current 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 Basic Current Account. We shall not however be responsible for monitoring or ensuring the Basic Current Account is not used for illegal or improper purposes.
- 15.8 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.
- 15.9 If at anytime you suspect that your Basic Current 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.
- 15.10 We may reverse any erroneous or incorrect credit or debit made to your Basic Current Account if the item is 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 it is returned due to mistake, fraud or the operation of any applicable clearing rules. We may do so without reference to you or seeking your approval. We may in certain instances ask for your authorisation to recover a misdirected payment credited to your account. If we do not receive your authority we reserve the right to provide such of your details as are required to the relevant payer to assist them in recovering the payment.
- 15.11 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.

## **16. CLOSURE OF A BASIC CURRENT ACCOUNT**

- 16.1 The Basic Current Account will continue to operate until the Basic Current 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 Basic Current Account will continue and be unaffected by such closure.
- 16.2 If you wish to close the Basic Current Account, you must notify us. The Basic Current Account will not be closed until we receive instructions from you. Before the Basic Current Account can be closed the balance on the Basic Current Account must be zero and any outstanding debit balances on the Basic Current Account must be discharged in full. Full details of how to close your account can be found at [www.kbc.ie/closemyaccount](http://www.kbc.ie/closemyaccount).
- 16.3 We may immediately close the Basic Current Account or block payments from it if:
  - 16.3.1 we have reason to believe that you or any Joint Basic Current Account holder are no longer able to manage your financial affairs;
  - 16.3.2 you die;
  - 16.3.3 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;
  - 16.3.4 you commit any serious or repeated breach of these Terms and Conditions;
  - 16.3.5 you are in breach of any other agreement with us;
  - 16.3.6 it becomes unlawful for you to continue to have the Basic Current Account;
  - 16.3.7 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 16.3.8 you use or we suspect that the Basic Current Account, is being used for any unlawful, fraudulent or other inappropriate purpose;
  - 16.3.9 if you provided incorrect information when applying for the Basic Current Account where provision of the correct information would have resulted in refusal of the application;
  - 16.3.10 for any reason this agreement or the Terms and Conditions becomes unenforceable or void;
  - 16.3.11 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 and any amendment or re-enactment thereof and any regulation taking effect thereunder from time to time; or
  - 16.3.12 you do not supply us with CRS and/or FATCA information.
- 16.4 If you terminate both Debit Card Services and Online Services we may at our discretion close your Basic Current Account.

- 16.5 We do not have to notify you prior to closing the Basic Current Account or blocking a payment from the Basic Current Account for the reasons set out in Clause 16.3.
- 16.6 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 Basic Current Account or blocking of payments from the Basic Current Account for the reasons set out in Clause 16.3 and Clause 16.7.
- 16.7 We may close your Basic Current Account:
- 16.7.1 if it has been inactive and there have been no transactions on the account for more than 24 consecutive months;
  - 16.7.2 if we have reason to believe that you hold a payment account with another credit institution in the Republic of Ireland; or
  - 16.7.3 if you are no longer legally resident in the European Union.
- 16.8 Where we wish to close your account for the reasons set out in Clause 16.7 we will give you at least two months' notice of such closure unless otherwise permitted by law. Notice will be issued in accordance with Clause 23 below.
- 16.9 We reserve the right in our absolute discretion to close the Account at any time before you first start to operate the Account.
- 16.10 We may act on the instructions of any statutory, governmental or regulatory department or authority in respect of the Account(s) where we are required to do so by law or regulation. You acknowledge and agree that to the extent permissible by law, neither KBC 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, which arises in connection with KBC acting on these instructions.

## **17. FEES AND CHARGES**

- 17.1 We may apply fees and charges to the Basic Current Account, however for the avoidance of doubt the fees for Maintaining the Account (account maintenance fee); ATM Withdrawal; Debit Card Transaction; Cheque Lodgement; Direct Debit and Standing Order and Online and Mobile Banking do not apply to the Basic Current 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.
- 17.2 We are legally obliged to collect government taxes that apply in respect of the Basic Current Account, such as the duty on the Debit Cards.
- 17.3 We may debit the Basic Current Account for all fees, charges and government taxes for which you are liable. We may debit the Basic Current Account for such fees, charges and government taxes even if to do so would cause the Basic Current Account to result in an Unauthorised Overdraft e.g to become overdrawn.
- 17.4 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 Basic Current 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.
- 17.5 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 Basic Current 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.
- 17.6 Our Fees and Charges Booklet sets out how fees and charges on the Basic Current Account may be minimised.
- 17.7 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.

## **18. DEPOSIT GUARANTEE SCHEME**

- 18.1 The European Union (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.
- 18.2 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.
- 18.3 A right to compensation will only arise if the client holds an eligible deposit as defined under the Deposit Guarantee Regulations.
- 18.4 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.
- 18.5 You will be provided with a 'Depositor Information Sheet' when opening a Basic Current Account and on an annual basis thereafter. You must acknowledge receipt of the Depositor Information Sheet before entering into a deposit contract.

## 19. TAXATION

- 19.1 In accordance with tax law, we are obliged to deduct Deposit Interest Retention Tax ("DIRT") from any interest paid on the Basic Current 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.
- 19.2 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.
- 19.3 A certificate of interest in respect of the Basic Current Account, detailing the gross interest paid, the DIRT deducted and the net interest on the Basic Current Account will be generated annually and once generated issued to you on request.
- 19.4 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 CSR and interest reporting regulations.
- 19.5 You must provide us with a completed and up to date CRS/FATCA self-certification form where there has been a change in your circumstances that may change the CRS/FATCA self-certification that you have previously provided to us.
- 19.6 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 <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>.
- 19.7 We reserve the right to deduct monies from your Basic Current Account or any monies we hold on your behalf, 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.
- 19.8 We will provide all customer and account information as is required of us on receipt of a Notice from the Revenue Commissioners under Section 906A Taxes Consolidation Act.

**Customer Information Notice:** Under Irish Tax Legislation (Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 refers), financial institutions including KBC are obliged to collect information on customer's tax arrangements. If you/the Account Holder and in certain circumstances the Controlling Persons has a tax residency outside of the Republic of Ireland or are a U.S. person, we are required to report (where relevant) the following details in respect of all accounts that you hold with us, and where relevant your Controlling Persons, to the Irish Revenue: name, address, date of birth, place of birth, account number, U.S. citizenship and/or jurisdiction(s) of tax residence, Tax Identification Number (TIN), account balance or value at year end, and payments made with respect to the account during the calendar year. Irish Revenue will report this data to the tax authorities of each participating country where the Account Holder and/or Controlling Person is tax resident, or to the IRS in the case of U.S. tax residents and certain U.S. persons. If due to a change in circumstances, the CRS and FATCA self-certification that was provided to us becomes inaccurate, please advise us promptly. You can find more information on <http://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>.

## 20. NON RESIDENT BASIC CURRENT ACCOUNTS

- 20.1 If you are not resident in the Republic of Ireland for tax purposes you may be exempt from DIRT on the Basic Current Account. It is your responsibility to seek any applicable exemption. The Bank will deduct DIRT from the Basic Current Account of non residents unless a fully completed non resident declaration form and other verification documentation required has been received by us.
- 20.2 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.

## 21. SET-OFF

- 21.1 We may at any time and from time to time, as a continuous right, without notice or demand:
  - 21.1.1 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
  - 21.1.2 combine or consolidate all or any of your accounts including the Basic Current 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).
- 21.2 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).



- 21.3 Our rights under this Clause 21 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.

## **22. AMENDMENTS AND VARIATIONS**

- 22.1 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 Basic Current 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.
- 22.2 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.
- 22.3 If you do not accept the amendment or variation, you will have the option to close the Basic Current Account. If you do not close the Basic Current 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.

## **23. NOTICES**

- 23.1 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.
- 23.2 Any notice, request, demand or statement shall be deemed given to you:
- 23.2.1 if sent by prepaid registered or ordinary post within 48 hours after being sent to your last known address;
  - 23.2.2 if uploaded to your personal e-documents folder on your Digital Service within 48 hours after being sent;
  - 23.2.3 if sent by SMS within 48 hours after being sent to your last known mobile number;
  - 23.2.4 if given by hand, when delivered;
  - 23.2.5 if by telex, telefax or facsimile, when the transmission is completed and your answerback signal/facsimile confirmation is received; or
  - 23.2.6 if sent by email once it has been issued to the email address provided by you, provided that we do not receive a bounce back from this email address.
- 23.3 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.

## **24. 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 Basic Current 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.

## **25. ASSIGNMENT**

- 25.1 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 Basic Current 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.
- 25.2 You irrevocably agree that KBC may (without the need for any further consent from, or notice to you), assign, transfer, or otherwise grant interest in, or dispose of, or otherwise vest in any person the whole or any part of the debt or loan on the Account and/or any security held in respect thereof as part of a securitisation scheme, loan transfer, assignment or otherwise. You further agree to the disclosure of any information relating to the Account for the purposes of such securitisation scheme, transfer, assignment or otherwise.

## **26. 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.

## **27. LIABILITY AND INDEMNITY**

- 27.1 Subject to Clause 28 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 or any of our agents or third parties of our obligations under these Terms and Conditions, the operation and management of the Basic Current Account or the carrying out of transactions or instructions received in respect of the Basic Current Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence.
- 27.2 To the fullest extent permissible by law you hereby agree to indemnify us in full against any loss, damage or expense, including costs on a full indemnity basis, which we may incur as a result of any breach by you of these Terms and Conditions.

## **28. STATUTORY RIGHTS**

- 28.1 If there is any conflict between these Terms and Conditions and your statutory rights, including inter alia rights contained in the PSD, PAR and Consumer Credit Law, your statutory rights will prevail.
- 28.2 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.
- 28.3 In addition to the periodic statements you receive in respect of your Basic Current Account under the PSD you are entitled to request any payment information in relation to your Basic Current Account at any time by contacting us. We will provide this to you in paper or another Durable Medium.

## **29. DATA PROTECTION**

The Data Protection Documents set out in detail how we may use your personal information and our obligations under Data Protection Law. We keep the Data Protection Documents under regular review and any amendments and/ or updates we make will be reflected in the relevant Data Protection Document which is accessible online at [www.KBC.ie](http://www.KBC.ie). Hard copies of the Data Protection Notice can also be obtained from any of our Hubs or on request from KBC Customer Service Representatives by phone or by email. Should there be any conflict between these Terms and Conditions and the Data Protection Documents, these Terms and Conditions shall prevail.

## **30. 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.

## **31. CURRENCY**

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

## **32. CONFIDENTIALITY**

- 32.1 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:
- 32.1.1 any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor of all or part of the assets of KBC and their respective officers, employees, agents and advisers;
  - 32.1.2 any other member of the KBC Bank Group and their respective officers, employees, agents and advisers;
  - 32.1.3 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 Basic Current Account and their respective officers, employees, agents and advisers;
  - 32.1.4 (if there is more than one of you) the other(s) of you and their respective advisers, and
  - 32.1.5 to third parties (including without limitation law enforcement authorities) where KBC 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 KBC is subject to.



- 32.2 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.
- 32.3 Insofar as the information mentioned in this Clause 28 consists of personal data within the meaning of the Data Protection Law the authority contained in this clause shall be a consent for the purposes of that law.

### **33. 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.

### **34. 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 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.

### **35. COMPLAINTS**

- 35.1 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. In respect of complaints regarding payment services we will respond at the latest within 15 Business days of receipt of the complaint. In exceptional circumstances the final response will be issued within 35 Business days.
- 35.2 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 and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, 02 VH29.  
Telephone (01) 567 7000  
Email:- [info@fspo.ie](mailto:info@fspo.ie) Website:- [www.fspo.ie](http://www.fspo.ie)  
The Financial Services and Pensions Ombudsman may not investigate a matter which is or has been the subject of legal proceedings before a court or tribunal.
- Northern Ireland/United Kingdom Customers:-  
The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 00 44 207 964 1000  
Email:- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website:- <http://financial-ombudsman.org.uk/>
- 35.3 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.
- 35.4 Under EU (Online Dispute Resolution for Consumer Disputes) Regulations 2015, traders such as KBC 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/>.

### **36. GOVERNING LAW AND JURISDICTION**

- 36.1 The laws of Ireland apply as the basis for establishing relations with you prior to entering into any agreement with you.
- 36.2 You agree that the Basic Current 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.

### **37. 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 [customerservices@kbc.ie](mailto:customerservices@kbc.ie) or  
(d) by writing to KBC Bank Ireland Plc., PO Box 8666, Sandwith Street, Dublin 2.

### **38. LODGEMENTS**

- 38.1 Monies can be lodged to a Basic Current Account by way of electronic fund transfer / Credit Transfer. Cash is not accepted for lodgement. Lodgements in a currency other than Euro will not be accepted. Monies lodged to the Basic Current Account by electronic fund transfer / Credit Transfer will be credited to the Basic 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 A Cheque Lodgement or banker's draft may be made to a Basic Current Account by sending it by post to KBC Basic 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 Basic 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 KBC 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 Basic Current Account on lodgement and be included in the Basic Current Account balance. If a cheque/bankers draft is returned unpaid as an Unpaid Item or recalled by the paying bank, we shall debit the Basic 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 Basic 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 KBC. Where the above markings are not on a cheque and the payee is not the Personal Customer or KBC, then we may at our 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 accepting third party cheques. We cannot accept cheques made payable to cash.
- 38.5 There is no facility to lodge cash to a Basic Current Account.
- 38.6 We may refuse to accept a Lodgement to a Basic 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 Basic 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 Basic 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 Basic 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 KBC to refund a Direct Debit which has been collected from the Current Account up to eight weeks from the date on which the Basic Current Account was debited. You are not obliged to but can give reasons for the instruction. You should send such instruction to KBC 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 Basic 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 Basic 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 Basic Current Account.
- 39.8 Where in our opinion there are insufficient funds in your Basic Current Account to meet Direct Debits mandated to it, we may cease to facilitate Direct Debit services on your Basic 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 Basic 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 Basic 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 providing a fully signed written instruction to KBC Bank, Sandwith Street, Dublin 2 no later than 2 business days before the date specified for payment of the relevant Standing Order. Alternatively you can use the Digital Service to provide an instruction up to 4.00 p.m. on the Business Day preceding the date specified for payment of the relevant Standing Order.
- 40.7 Unpaid Items (Standing Order): We may cancel a Standing Order on a Basic 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 Basic 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 Basic 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 We will take all reasonable steps to ensure that all International Payments are made in a timely manner. Any timeframe for such payment that we may provide is indicative only.

#### **41. WITHDRAWALS**

- 41.1 You may withdraw cash from a Basic Current Account from any ATM displaying the MasterCard Logo subject to Cleared Funds and daily limits.
- 41.2 No Cheque Withdrawals are permitted from a Basic Current Account.
- 41.3 It is not possible to withdraw cash from a Basic Current Account at any of our offices.
- 41.4 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.

#### **42. ACCOUNT STATEMENTS AND CORRESPONDENCE**

- 42.1 All information on the Basic Current Account will be available to you through Digital Services. Statements on your Basic Current Account are issued once a quarter (or more frequently if requested) either by post or digitally on your Digital Service
- 42.1.1 Where you avail of Digital Services we may decide to only issue eStatements on your Basic Current Account. You can access your eStatements by logging onto either your Mobile Service or Online Service. Statements are issued once a quarter (or more frequently if requested) and we may notify you by text message or email when a new statement is available for review. However you should regularly check your Digital Service for updates. You will be deemed to have received your eStatement when it has been made available through your Digital Service.
  - 42.1.2 Where you avail of Digital Services but wish to continue to receive paper statements you may at any time, switch your preference to receiving printed statements through the Digital Service or by contacting our Customer Services helpline. If you elect to receive paper statements or do not avail of Digital Services, statements 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.
  - 42.1.3 eStatements will be made available on your Digital Service for a minimum of 18 months from the statement date. However, you will no longer be able to view your eStatements on your Mobile Service if you close or we terminate your Basic Current Account. It is your responsibility to print, save or otherwise store your eStatements for future reference in these situations.

- 42.1.4 Where your Basic Current Account is a Joint Account and either or both Joint Accountholders avail of the Digital Service, eStatements will be issued in accordance with Clause 43.1.1 above. eStatements will be available to both Joint Accountholders on the Digital Service.
- 42.1.5 KBC reserves the right to withdraw access to eStatements at any time, for any reason and issue statements by post to the address provided to us on account opening unless you have advised us of a change of address.
- 42.2 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 59 and 60 of these Terms and Conditions and as otherwise provided for in these Terms and Conditions. KBC accept no responsibility for any loss, damage or expense incurred by you as a result of or in connection with any delay or failure by us to provide eStatements.
- 42.3 You may request additional paper statement(s) or a paper copy of an eStatement of a Basic Current Account at anytime, however a fee (in accordance with our Fees and Charges Booklet) may be incurred and debited to the Basic 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.
- 42.4 On an annual basis we will provide you with a Statement of Fees setting out the fees and charges incurred on your Basic Current Account in the previous year.

### **43. UNAPPROVED DEBIT BALANCES/UNAUTHORISED OVERDRAFT**

- 43.1 In the event that the Basic Current Account has an unapproved debit balance or for any reason the Basic 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.
- 43.2 In accordance with our Fees and Charges Booklet we may charge fees, surcharge interest and penalties in respect of any unapproved debit balance.

### **44. SURCHARGE INTEREST**

- 44.1 We will also charge surcharge interest on a Basic Current Account in the event that an Unauthorised Overdraft occurs, whereby you overdraw a Basic Current Account that does not have an agreed Overdraft facility on the amount by which the Basic Current Account is overdrawn.
- 44.2 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.

### **45. CREDIT INTEREST**

- 45.1 Credit interest on the Basic 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.
- 45.2 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 2 months 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.
- 45.3 Interest is payable quarterly on any cleared credit balance in March, June, September and December or such other dates as we may at our discretion determine.

## **PART C - Conditions of Use of Debit Card**

### **46. USING A DEBIT CARD FOR PURCHASES IN EURO AND USE OF DEBIT CARD GENERALLY** -----

- 46.1 We agree to issue you a Debit Card for use in connection with the Basic 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.
- 46.2 The Debit Card is for your sole use and is not transferable. Each Debit Card can only be linked to the Basic Current Account for which it was issued. You may not provide your Debit Card to another party to execute transactions on your behalf.

- 46.3 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 Basic Current Account. The primary Accountholder is required to have a Debit Card for the Basic 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.
- 46.4 The Debit Card is and remains the property of KBC. 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.
- 46.5 You should ensure that you have sufficient funds in your Basic 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 Basic Current Account or any entitlement to overdraw on your Basic Current Account except as may be provided by a separate credit agreement entered into between you and KBC.
- 46.6 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.
- 46.7 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 Basic Current Account has been closed or terminated. You cannot use the Debit Card for any illegal purchase or improper purpose whatsoever.
- 46.8 We will usually debit your Basic Current Account with the amounts of Cash Withdrawals from ATMs and Point of Sale Transactions within one business day following receipt by us of the transaction record. The entries relating to an ATM Cash Withdrawal or Point of Sale Transaction recorded in your Basic Current Account are conclusive evidence that the Cash Withdrawal or Point of Sale Transaction occurred as so recorded save for manifest error.
- 46.9 Balance enquiries through ATM's are not currently available.
- 46.10 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 Basic Current Account.
- 46.11 Digital Card Service
- 46.11.1 Your Debit Card is eligible to be used as a digital card. This means that we may facilitate your Debit Card being added to or kept in a digital card service. A digital card service is any electronic payment system operated by a third party digital card service provider and is currently available on a compatible mobile devices or watches. If you register your Debit Card for a digital card service you can use your card stored on it.
- 46.11.2 You will be asked to consent to KBC terms and conditions for digital card services which are in addition to these Terms and Conditions and will govern your registration on, operation and use of the digital card services. You acknowledge and agree that to the extent permissible by law, neither KBC 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, which arises in connection with your use of the digital card services.

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

- 47.1 As soon as you receive your Debit Card you should sign your Debit Card using a ball point pen.
- 47.2 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.
- 47.3 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.

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

- 48.1 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.
- 48.2 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 inform us immediately via (i) by telephone at 1800 936 287 or 353 1 6347963 from abroad or (ii) the Mobile Service. 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 or electronic communication such as cancelling or suspending the Debit Card.
- 48.3 If you report your Debit Card as being lost or stolen in accordance with Clause 51.2 below 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 below and we have cancelled or suspended it, the Debit Card may not be used again even if it is subsequently located.

- 48.4 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 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 Debit Card to any appropriate third party.
- 48.5 Where you have been a victim of fraud, we may require you to report it to An Garda Síochána.
- 48.6 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 Basic 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.
- 48.7 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 Basic Current Account.

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

- 49.1 Subject to Clause 49.2, you may only be liable for €50 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 48.2 above.
- 49.2 You will be fully liable for any unauthorised transactions carried out using your Debit Card if:-
- 49.2.1 the unauthorised transactions occurred due to gross negligence or fraud on your part;
  - 49.2.2 you breach 48.1 above;
  - 49.2.3 if you fail to promptly report the loss or theft of your Debit Card to us in accordance Clause 49.2 above;
  - 49.2.4 you provided the Debit Card to a third party and they used it or passed it to someone else; and
  - 49.2.5 in breach of Clause 48.4 above you fail to co-operate in full with any investigation into the loss or theft of your Debit Card.
- 49.3 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 Basic 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.

#### **50. CASH WITHDRAWALS**

- 50.1 You can use your Debit Card in conjunction with your PIN to make a Cash Withdrawal 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 Basic Current Account and it will be immediately reflected on the available balance.
- 50.2 In respect of Cash 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 Basic 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.
- 50.3 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.

#### **51. 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.

#### **52. CHIP & PIN TRANSACTIONS**

- 52.1 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.
- 52.2 Some POS Terminals may require your signature if they do not have a Chip and PIN facility.



52.3 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 Basic Current Account on any one day. These limits are available on request.

### 53. CARDHOLDER NOT PRESENT TRANSACTIONS

53.1 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 Basic Current 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 KBC 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.

53.2 If we authorise a payment as a cardholder not present transaction this will immediately reduce the available balance in the Basic Current Account by the payment amount.

53.3 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 Basic Current Account as set out in Clause 53.2 above.

53.4 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.

53.5 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 Basic Current Account.

53.6 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.

53.7 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.

53.8 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.

53.9 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.

53.10 If a retailer or merchant initiates a refund in respect of a Point of Sale Transaction carried out on the Basic Current Account we will only credit the Basic 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 Basic Current Account may, following deduction of relevant fees and charges, differ from the original amount of the Point of Sale Transaction effected on the Basic Current Account.

53.11 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 KBC 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.

#### **54. CONTACTLESS TRANSACTIONS**

- 54.1 A contactless transaction is one where you are not required to sign or enter your PIN in order to authorise the transaction.
- 54.2 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.
- 54.3 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.
- 54.4 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.

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

- 55.1 KBC is under no obligation to provide ATM facilities or Debit Card Services at any time or any location.
- 55.2 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.

#### **56. USING A DEBIT CARD FOR PURCHASES IN FOREIGN CURRENCY AND ABROAD**

- 56.1 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.
- 56.2 If you use your Debit Card for a non-euro transaction or Cash Withdrawal 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 Basic Current 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 Basic Current Account.
- 56.3 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 Basic 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.

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

- 57.1 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 Basic Current Account will not automatically result in the closure of the Basic Current Account.



- 57.2 If an Accountholder is removed from the Basic Current Account, any Debit Card in that Accountholder's name will be automatically cancelled by us. In the case of a Joint Basic Current 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.
- 57.3 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:
- 57.3.1 you or we close your Basic Current Account;
  - 57.3.2 we have reason to believe that you or any Joint Accountholder are no longer able to manage your financial affairs;
  - 57.3.3 you die;
  - 57.3.4 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 Basic Current Account;
  - 57.3.5 you commit any serious or repeated breach of these Terms and Conditions;
  - 57.3.6 you are in breach of any other agreement with us;
  - 57.3.7 it becomes unlawful for you to continue to have a Debit Card;
  - 57.3.8 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 57.3.9 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;
  - 57.3.10 you use or we suspect that the Basic Current Account, Debit Card Services or your Debit Card is being used for any unlawful or other inappropriate purpose; or
  - 57.3.11 for any reason this agreement or the Terms and Conditions becomes unenforceable or void.
- 57.4 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).
- 57.5 If the Basic Current Account is closed, you must immediately pay all sums owing on the Basic 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.
- 57.6 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 unless otherwise permitted by law.
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## **PART D - Payment Services**

### **58. PAYMENT INSTRUCTIONS**

- 58.1 Before a payment is made from the Basic Current 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.
- 58.2 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.
- 58.3 We will accept and endeavour to implement any Payment Instruction received by us in relation to the Basic Current Account provided that:
- 58.3.1 You follow all applicable procedures including those contained in these Terms and Conditions.
  - 58.3.2 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;
  - 58.3.3 We are not prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - 58.3.4 You have sufficient cleared and available funds in the Basic Current Account; and
  - 58.3.5 All other conditions including these Terms and Conditions have been fulfilled.

- 58.4 If for any reason, including those in Clause 58.3, 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.
- 58.5 Once received by us for execution, Payment Instructions are irrevocable.
- 58.6 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.
- 58.7 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment.
- 58.8 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from the Basic Current Account. We will consider whether there has been undue delay, having regard to all the circumstances including those set out in Clause 63.1.1 (iii) and otherwise in these Terms and Conditions.
- 58.9 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.
- 58.10 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.
- 58.11 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 Basic 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 to customers on request.

## **59. UNAUTHORISED PAYMENTS**

- 59.1 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 Basic Current Account which was not authorised by you and where necessary restore the Basic Current Account to the state it would have been in had the transaction not taken place.
- 59.2 We will have no liability under this Clause 59 for any loss suffered by you where you:
- 59.2.1 have acted fraudulently;
  - 59.2.2 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;
  - 59.2.3 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
  - 59.2.4 if there is undue delay on your part in notifying us of the unauthorised payment.
- 59.3 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 Basic Current Account showing the relevant debit to the Basic Current Account.
- 59.4 In any event a failure to notify us within 13 months of the payment being debited to the Basic Current Account will always amount to undue delay.

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

- 60.1 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 Basic Current Account properly given by you to us in accordance with the requirements of these Terms and Conditions. However, this Clause only applies where:-
- 60.1.1 each of the following conditions is met;
    - 60.1.1(i) the beneficiary's bank is located in the EEA;
    - 60.1.1(ii) you provided us with the correct Unique Identifiers for the payment in question;
    - 60.1.1(iii) there is no undue delay on your part in notifying us of the incorrect or non-executed payment.
  - 60.1.2 where none of the events detailed in Clause 55.2 prevent us from making payment.
- 60.2 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.
- 60.3 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 Basic Current Account to the position it would have been in, had the non-executed or incorrectly executed payment not taken place.

- 60.4 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 Basic Current Account with our charges and any fees or charges levied or sought from us by any other banks involved in investigating the payment.
- 60.5 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.

## **PART E - Terms and Condition for Online and Mobile Account Access**

### **61. 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 Basic Current Account.

### **62. AVAILABILITY OF SERVICE**

- 62.1 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.
- 62.2 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.
- 62.3 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.
- 62.4 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.

### **63. FIRST USE OF ONLINE SERVICE AND/OR MOBILE SERVICE**

#### **63.1 Online Service**

- 63.1.1 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.
- 63.1.2 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 a Basic Current Account with us.

#### **63.2 Mobile Service**

- 63.2.1 To access Mobile Services you will be provided with a Customer ID and a mobile activation code or alternatively, you can access the Mobile Service and generate a mobile activation code.
- 63.2.2 Having obtained the mobile activation code, you will need to access the KBC Mobile Banking App and insert the details as requested on screen.
- 63.2.3 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.
- 63.2.4 Any messages sent or received by you in connection with the Mobile Services and/or the registration process(es) which contains reference(s) to or details of any Security Material should be deleted immediately.

### 63.3 Electronic Identification

- 63.3.1 You may have the option of providing us with your biometric information in the form of a self-portrait photo (or 'selfie') taken using your mobile device which we may then use to identify you for the purposes of opening an account via our Mobile Services. We apply facial recognition technology to the photo in order to authenticate your presented identification documents to assess its legitimacy for anti-money laundering purposes. Where you are using this service, we do not accept any liability for any loss arising in connection with the use of biometric data.
- 63.3.2 KBC cannot guarantee the privacy, confidentiality or security of information transmitted using this service and by using the Electronic Identification you accept and acknowledge this risk.

## 64. EQUIPMENT

- 64.1 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.
- 64.2 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.
- 64.3 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.

## 65. SECURITY

- 65.1 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).
- 65.2 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.
- 65.3 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 Basic Current Account. If we are notified of such loss, theft, or misappropriation of your Security Materials or any fraud or unauthorized transaction on your Basic Current Account we shall take such action as we deem appropriate at our discretion to protect the security and privacy of the Basic Current Account. We may require you to report such incidences to An Garda Síochána.
- 65.4 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.
- 65.5 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 Basic Current Account. If we are notified of such loss, theft, or misappropriation of your pin code or any fraud or unauthorized transaction on the Basic Current Account we shall take such action as we deem appropriate at our discretion to protect the security and privacy of the Basic Current Account. We may require you to report such incidences to An Garda Síochána.
- 65.6 Mobile Banking Security
  - 65.6.1 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.
  - 65.6.2 If you enter your Mobile PIN incorrectly on five consecutive occasions, we will automatically disable Mobile Services on your Basic Current Account to protect the security of your Basic Current 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.
  - 65.6.3 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 Basic Current Account. You must delete the KBC Mobile Banking App if you change or dispose of your device.

- 65.6.4 If you have an IOS device with Touch ID functionality (e.g. 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.
- 65.7 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.

## **66. AUTHORISATION AND CONSENTS**

- 66.1 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.
- 66.2 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.
- 66.3 These Terms and Conditions for Online and Mobile Access may amend the mandate you have provided in respect of the Basic Current 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 Basic Current Account before we provide the Digital Service or process any instruction received through the Digital Service.
- 66.4 We may decline to act on any instruction or request for information received through the Digital Service if:
- 66.4.1 There are insufficient funds in the relevant Basic Current Account to cover an instruction to make a payment from that Basic Current Account; or
  - 66.4.2 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.
  - 66.4.3 We suspect that the Digital Service is being used for fraudulent purposes or the security of your Digital Service has been compromised.
- 66.5 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.

## **67. JOINT BASIC CURRENT ACCOUNTS AND DIGITAL SERVICES**

- 67.1 Where the Basic Current 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 Accountholders although each Accountholder must register separately and apply for their own Security Materials.
- 67.2 In the case of a dispute arising between Joint Accountholders, such a dispute shall be resolved in accordance with the terms and conditions of the Basic Current 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 Basic Current Account and the Digital Service.
- 67.3 If your Basic Current Account is held jointly in the name of two or more people, each of you is jointly and severably 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.
- 67.4 It is specifically acknowledged by you that in the case of a Joint Basic Current Account we may act upon instructions received through the Online Service and/or the Mobile Service from any one of the Joint Accountholders in relation to the Basic Current Account except where any limitations have been communicated to us, in relation to the Basic Current Account.

## **68. INFORMATION ON BASIC CURRENT ACCOUNT BALANCES**

- 68.1 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 Basic Current 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.
- 68.2 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.

- 68.3 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.

## **69. 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.

## **70. LICENCE AND INTELLECTUAL PROPERTY**

- 70.1 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.
- 70.2 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.
- 70.3 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.

## **71. VARIATION**

- 71.1 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 unless otherwise permitted by law.
- 71.2 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.

## **72. GENERAL DISCLAIMER AND INDEMNITY**

- 72.1 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 KBC 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.
- 72.2 KBC, 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 Basic Current 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, Electronic Identification or third party service providers functionality to access or provide Mobile Services.

## **73. COSTS AND CHARGES**

- 73.1 Fees for Maintaining the Account (account maintenance); Cash Withdrawal (ATM Withdrawal); Debit Card Transaction; Cheque Lodgement; Direct Debit and Standing Order and Online and Mobile Banking do not apply to the Basic Current Account. Other fees and charges may apply in accordance with our Fees and Charges Booklet.
- 73.2 If you carry out transactions on the Basic Current 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 Basic Current Account.

- 73.3 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.
- 73.4 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.

#### **74. DATA PROTECTION**

- 74.1 Our Data Protection Documents set out in detail how we may use your personal data and our obligations pursuant to the Data Protection Acts. Should there be any conflict between these Terms and Conditions and the Data Protection Documents, these Terms and Conditions shall prevail.
- 74.2 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 forgoing, this monitoring includes checks for viruses and other malignant code, criminal activity, and unauthorised use of content.

#### **75. CONFIDENTIALITY**

- 75.1 Subject to the terms of our Data Protection Documents 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 KBC, please help us keep your information up to date by notifying us of any changes in your personal details.
- 75.2 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.
- 75.3 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.

#### **76. TERMINATION**

- 76.1 We may terminate your right to use the Digital Service at any time, on two months' notice to you unless otherwise permitted by law.
- 76.2 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.
- 76.3 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:-
- 76.3.1 you are no longer, in our opinion, able to manage your financial affairs;
  - 76.3.2 you die;
  - 76.3.3 any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect;
  - 76.3.4 you commit any serious or repeated breach of these Terms and Conditions;
  - 76.3.5 you are in breach of any other agreement with us;
  - 76.3.6 it becomes unlawful for you to continue to use the Online Service and/or Mobile Service;
  - 76.3.7 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
  - 76.3.8 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;
  - 76.3.9 you use the Online Service and/or Mobile Service for any unlawful, fraudulent or other inappropriate purpose; or
  - 76.3.10 for any reason these Terms and Conditions becomes unenforceable or void.



- 76.4 Notwithstanding the death or incapacity of the Accountholder, all instructions received through the Online Service and/or Mobile Service in respect of the Basic Current 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.
- 76.5 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.

## **77. THIRD PARTY PROVIDERS**

- 77.1 You can use the services of a TPP in respect of your Payment Accounts with us where you have availed of Digital Services. Without prejudice to clause 108(f) you may disclose your Security Materials to an authorised TPP if you wish to use their services. **YOU SHOULD ONLY USE THE SERVICES OF AN AUTHORISED TPP. YOU CAN CHECK WITH THE CENTRAL BANK WHETHER A TPP IS APPROPRIATELY AUTHORISED.**
- 77.2 If you choose to use the services of a TPP it is your responsibility to:
- 77.2.1 read and be familiar with the terms and conditions of the TPP and be satisfied that you understand your obligations under them and can comply with them;
  - 77.2.2 know and understand what information the TPP will have access to and how they will use it and who they may pass this information to;
  - 77.2.3 ensure that the TPP is appropriately authorised and registered. You can check with the Central Bank of Ireland whether a TPP is appropriately authorised and registered.
- 77.3 If you provide a TPP with access to your Payment Accounts you can decide whether to allow the TPP to access account balance and transaction information, or make payments from the account or both. We will however only allow the TPP to access your Payment Account to the extent to you have consented to this.
- 77.4 **AISP**
- 77.4.1 You can avail of the services of an AISP and instruct them to access account balance and transaction information in respect of your Payment Accounts. If you do so, you must authorise us to share your account information with them. You will do this by using the verification process on our Digital Services and your Security Materials. Once we receive this authorisation from you, the AISP will then be permitted unrestricted access to the information in respect of your Payment Account for a period of 90 days after which you will need to re-authorise us again to share this information with the AISP using the same procedure.
  - 77.4.2 Any instruction we receive from an AISP to access information in respect of your Payment Account is considered to be an instruction from you.
- 77.5 **PISP**
- 77.5.1 You can avail of the services of a PISP and instruct them to initiate a payment on your Payment Accounts. If you do so you must authorise us to make the payment. You will do this by using the verification process on our Digital Services and your Security Materials. Once you have authorised us to make the payment initiated by the PISP it can not be revoked unless you request us to do so prior to our Cut Off Time.
  - 77.5.2 Any instruction we receive from a PISP to initiate a payment from your Payment Account is considered to be an instruction from you.
- 77.6 **CBPII**
- 77.6.1 You can avail of the services of a CBPII and instruct them to check whether the balance on your Payment Account is sufficient to make a payment on your Debit Card. If you do so you must authorise us to share this information with them. You will do this by using the verification process on our Digital Services and your Security Materials. Once we receive this authorisation from you we will provide this information on request to the CBPII until you cancel your permission with the CBPII.
  - 77.6.2 Any instruction we receive from a CBPII to check whether the balance on your Payment Account is sufficient to make a payment on your Debit Card is considered to be an instruction from you.
- 77.7 Where the Payment Account is held in joint names, one of you may instruct a TPP to access your account balance and transaction information and/or initiate a payment and authorise us to do provide this information and/or make the payment. Any such instruction we receive will be considered as coming from all parties to the Joint Basic Current Account.
- 77.8 If you no longer wish to avail of the services of the TPP or wish to cancel the permissions you have given them you will need to contact them directly and follow their procedures for cancelling and terminating the services and/or your permissions. We can not do this on your behalf. If we are in the process of carrying out an instruction from the TPP at the time you terminate the service or cancel the permission we may not be able to stop processing the instruction, in these circumstances you authorise us to comply with the instruction.
- 77.9 **You acknowledge that if you avail of the services of a TPP they will have to access your Payment Accounts with us.**



**The access that the TPP will have shall be the same as that which you have through our Digital Services.** The TPP is responsible for ensuring that the information it holds in respect of your Payment Account is correct. Should you be concerned about the security of your account at anytime you should immediately contact us.

- 77.10 To the fullest extent permitted by law and subject to any rights you may have to a refund, we are not accountable for and do not accept any liability or responsibility for any loss, damage (including without limitation incidental, punitive, exemplary, special or consequential damages, loss of profit) resulting from your use of the services of a TPP and/or the acts or omissions of the TPP.
- 77.11 We reserve the right not to act on the instruction of a TPP for any valid reason (such as fraud, the prevention of money laundering and/or terrorism). Where we do so we will contact you as soon as possible and explain the reason to you unless we are prevented by law from doing so.
- 77.12 We keep records of the instructions we receive from you and the TPP. In the case of a dispute between you and us or you and the TPP or us and the TPP regarding your Payment Account, our records shall in the absence of manifest error and until the contrary be proved be conclusive for the purposes of this agreement.





# THE BANK OF YOU

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.

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