

# Terms & Conditions and Personal & Business banking charges

Terms and Conditions effective from  
the 19th April 2020

General Terms & Conditions  
Current Accounts  
Open24 Service  
Savings & Investments

Personal charges  
Business charges



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

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

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

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

Customer Resolution Centre, permanent tsb,  
Churchyard Lane, Douglas,  
Cork.

All information contained within this booklet is correct at 19/04/2020 but may change.

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# **DISTANCE MARKETING INFORMATION – DEPOSIT ACCOUNTS AND CURRENT ACCOUNTS**

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

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

The following applies to deposit and current accounts unless specifically stated.

## **TAXES AND ADDITIONAL COSTS**

Please see our Fees Booklet for full details of the applicable fees and charges to your account.

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

## **CURRENT ACCOUNTS**

Government stamp duty will be charged to your account for each cheque book issued to you (currently €20 per cheque book of 40 cheques). The usage of your card will incur a government charge of €0.12 per ATM transaction capped at

€2.50 (ATM Facility) or €5.00 (ATM & Debit Card Facility) per annum per card and will be charged to your account for each Card issued on your account. For more information visit the revenue website [www.revenue.ie](http://www.revenue.ie)

## **DEMAND DEPOSIT ACCOUNTS**

The usage of your card will incur a government charge of €0.12 per ATM transaction capped at €2.50 per annum per card and will be charged to your account for each card issued on your account.

## **YOUR RIGHT TO CANCEL THE CONTRACT UNDER THE REGULATIONS**

If you open an account with us you may cancel that contract in accordance with the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 within 14 days of the account opening. To cancel you should send an email to us at [dmdunit@permanenttsb.ie](mailto:dmdunit@permanenttsb.ie) or write or deliver a letter to us addressed to the DMD Unit, permanent tsb, 56/59 St. Stephen's Green, Dublin 2.

If you do not exercise this right to cancel you will remain bound by the terms and conditions of the account contract but you will continue to have the right to cancel as outlined below.

## **DEPOSIT ACCOUNTS**

If you exercise your right to close your account within the 14 day period referred to above, the account balance and any accrued interest less Deposit Interest Retention Tax (DIRT) (where applicable), will be returned to you, subject to the account balance being in cleared funds and after deducting any amounts you owe us. An early withdrawal charge, where it applies, will be deducted from the closing balance on the account.

## **CURRENT ACCOUNTS**

If you exercise your right to close your account within the 14 day period referred to above, you must, within 30 days of cancellation, repay any sums outstanding on your account together with interest to the date of repayment and return any cheque books or cards which may have been issued to you. We will pay to you any credit balance on the account in the manner detailed above on receipt of notice of cancellation.

## **OTHER RIGHTS TO TERMINATE THE CONTRACT**

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

## **DEPOSIT ACCOUNTS**

You may at any time close your account and the balance and any accrued interest less DIRT (where applicable) will be returned to you subject to the account balance being in cleared funds and after deducting any amounts you owe us. An early withdrawal charge, where it applies, will be deducted from the closing balance on the account.

## **CURRENT ACCOUNTS**

You may at any time close your account by notifying the branch at which you keep your account and by paying the balance outstanding on your account. We will pay to you any credit balance on the account in the manner detailed above on receipt of notice of closure.

## **GOVERNING LAW**

All our dealings with you, and the contract will be governed by the laws of Ireland.

# CENTRAL CREDIT REGISTER

The Central Credit Register is a new secure database of personal and credit information for loans of €500 or more. It has been set up under the Credit Reporting Act 2013 and is operated by the Central Bank of Ireland.

Qualifying credit agreements covers all loans including credit cards, mortgages, overdrafts and personal loans.

Under the obligations set out in the Credit Reporting Act 2013, which apply to all lenders, Permanent TSB is required to send personal and loan information on Mortgages, Credit Cards, Personal Loans and Overdrafts to the CCR. This includes personal information already collected, such as your:

- Name
- Address
- Date of Birth
- Personal Public Services Number (PPSN)

Credit reports based upon the information supplied by lenders will be available from the CCR and may be accessed by you and by lenders. A score or grade will not be calculated on the credit report.

It is important to note that if you do not keep up repayments on loans you have with us, the missed repayments will be reported to the CCR and will appear on your credit report. This may affect your future ability to borrow.

In addition, should you enter into a restructure arrangement arising out of financial difficulties, the bank is required to report this restructure to the CCR.

## Your Rights

Insert an explanatory statement on your credit report

You have a right to place an explanatory statement of 200 words or less, relating to any of your information held on the Central Credit Register, and this will be included on your credit report.

## Apply to have your information amended

You have a right to make an application to your lender and the Central Bank to amend information held on the Central Credit Register about you, if you believe it is inaccurate, incomplete or not up to date.

## Report and be informed of suspected impersonation

You have the right to give notice to a lender or the Central Bank if you reasonably believe you have been, are being, or may be about to be impersonated by any person.

## Obtain your credit report

You have the right to request your credit report at any time, free of charge (subject to fair usage)

## How do I find out more?

More information in relation to the Central Credit Register is available from the Central Bank of Ireland. Contact details as follows.

Website: [www.centralcreditregister.ie](http://www.centralcreditregister.ie)

Email: [consumerinfo@centralcreditregister.ie](mailto:consumerinfo@centralcreditregister.ie)

LoCall: 1890 100 050

Landline: 01 224 5500

# **TERMS AND CONDITIONS**

# HOW TO OPERATE AND SECURE YOUR ACCOUNT

## ACCESS TO YOUR ACCOUNT

### You may access your account in the following ways

- By visiting your branch
- By using ATM services within Ireland (maximum withdrawal is such amount as is specified on www.permanenttsb.ie).
- Through ATMs outside of Ireland displaying the Visa logo (for Current Accounts)
- By contacting our Open24 Service at 0818 50 24 24 (registration required)
- By visiting our website at www.open24.ie (registration required) or www.permanenttsb.ie or using our mobile application
- By writing a cheque on the account where a chequebook facility is available
- Through a third party payment service provider appointed by you to provide you with payment initiation or account information services or card based payment instrument(s)

## INTEREST RATES

Interest rates on your account may be obtained at any branch of permanent tsb or by visiting our website at [www.permanenttsb.ie](http://www.permanenttsb.ie) or [www.open24.ie](http://www.open24.ie) (if you are registered for our Open24 Service).

Current Account statements are generally issued quarterly or at least once a year or more frequently (e.g., monthly) if requested by you. On Savings and Investment Accounts, a statement of your transactions will be issued to you at least annually unless agreed in writing with you.

### The statement will:

- where applicable, include details of the new rates applied to the account during the period covered by the statement;
- be issued to your last known postal address;
- for online accessible accounts, be available through our Open24 Service and / or our app;
- where tax is deducted from credit interest paid, inform you how you may obtain a certificate detailing the tax paid.

## TRANSACTION DETAILS

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

For Savings and Investment Accounts you can request a certificate of balance by visiting your branch or by contacting our Open24 Service at 0818 50 24 24 (or, if calling from outside Ireland, at +353 1 212 4101).

	Transactions	Balance Enquiry	Maintaining the Account	Bill Pay <sup>3</sup>	Standing Orders Maintenance <sup>4</sup>	Direct Debit Cancellations <sup>4</sup>
<b>Branch</b>	All	Yes	Yes	No	Yes	Yes
<b>ATM</b>	Withdrawals/ Lodgements	Yes	No	No		
<b>Debit<sup>2</sup></b>	Payments/ Cashback	No	No	No	No	No <sup>5</sup>
<b>Internet</b>	All <sup>1</sup>	Yes	No	Yes	Yes	Yes
<b>Telephone</b>	All	Yes	Yes	Yes	Yes	Yes

1. Internet Transactions allowed on certain Savings and Investments Accounts only

2. Debit facilities are not available on Savings and Investment Accounts

3. Bill pay via Telephone/Internet is not accessible to Savings and Investment Accounts

4. Standing Orders, Direct Debits and Internal Loan Repayment Order cannot be setup on Savings and Investments Accounts

5. Direct Debits cannot be cancelled via our App

## SECURING YOUR ACCOUNT

To ensure you receive your statements, cards and security credentials make sure that you keep us informed regarding any change in your details, including your name, address, email address and telephone number. You can do this by contacting your branch, speaking to an Open24 agent, through our Open24 Service or by amending your address by visiting [www.open24.ie](http://www.open24.ie).

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

The combination of your card (or your card number, expiry date and security code) with your security credentials (which include your devices which you have registered with us) is the key to your account. You should not share these combined details or your registered device with anyone.

When you receive your card from us, you should sign it immediately and you should immediately destroy all expired cards. When you receive the corresponding personal identification number for your card you should memorise it and then immediately destroy any written record of it. You can change this personal identification number at an automated teller machine (ATM) should you wish to do so.

You must keep your card, card number, expiry date, personal identification number and any additional card related security credentials safe. Your card is for you and your use only. Even if you have authorised a third party payment service provider, you should never share your card details or your registered device with them.

When using your card at an automated teller machine (ATM) or at any cash or point of sale machine, be aware of the people around you and of anything out of the ordinary with the machine, shield the keypad when keying in your personal identification number and conduct your business promptly by taking your card. If you are withdrawing cash make sure to take the cash and any transaction receipt before leaving the machine. Ensure all receipts are kept secure or destroyed.

If your card or your registered device is lost or stolen, you should immediately notify us through our website or using the 24-hour telephone number provided on [www.permanenttsb.ie](http://www.permanenttsb.ie). It is very important that you tell us as soon as you discover the loss or theft, as you may be liable for some of the spending that arises from the loss, theft or copying of the card in the period before we are notified.

Should you access your account via the Open24 website or our mobile application using a mobile device, be aware of the people around you and of anything out of the ordinary when entering your Open24 number and passwords. Do not leave the Open24 website or mobile application open without having the device in your possession even for a short period of time.

You must keep your Open24 numbers and related security credentials secure and must not provide, disclose or divulge

any of them to any person. The only exception to this applies in the period up to 14 September 2019, during which time you may share your Open24 numbers and related security credentials (but not your card, card details or registered device) with a regulated third party payment service provider to whom you have given authorisation to access and / or to operate your account with us.

Where you engage a third party payment services provider to provide services involving your online accessible accounts, during the period up to 14 September 2019, they will have access to view and transact on all accounts that are available for you to view on our Open24 Service (via the mobile application or [www.open24.ie](http://www.open24.ie)).

For the avoidance of doubt, third party payment service provider access can include accounts on which you are a joint account holder or otherwise have access. You need to let any other person who has an interest in a joint account or other account to which you have access know that you have appointed a third party payment service provider. For further information on third party payment service providers and their access to your account please visit [www.permanenttsb.ie](http://www.permanenttsb.ie).

If you think your Open24 number and / or security credentials (including your registered device) have been compromised or stolen, you should immediately notify us using the details provided on [www.permanenttsb.ie](http://www.permanenttsb.ie). It is very important that you tell us as soon as you discover the loss, theft, or compromise as you may be liable for some of the spending or transactions that arise from the loss or theft in the period before we are notified.

If you act fraudulently, knowingly or with gross negligence in relation to the use, loss, theft or copying of the card and associated card details, your registered device and / or any associated security credentials on your account, as the cardholder and / or accountholder you may be liable for all losses.

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

You should review your account details regularly by checking your statements and / or through our Open24 Service or via our mobile app.

## USING YOUR INFORMATION

By opening an account with us and availing of the services associated with that account, you are acknowledging that we may access, use and retain the relevant information (including personal data) for the purposes of providing you with the account and associated services and for the purposes and in the manner described to you when we collect your information and as set out in our Data Protection Notice, available on our Website.



## AMENDING AND CANCELLING PAYMENTS ON CURRENT ACCOUNTS

Once received by us for execution all payments are irrevocable. However, if you wish to amend or cancel an instruction that you have given us we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation instruction should be given in writing to your branch or through the Open24 Service. Direct debits may be cancelled up until the end of the business day preceding the day agreed for debiting the funds unless agreed otherwise between you, us and the payee of the direct debit. Standing orders must be cancelled or amended no later than 4 business days before the payment due date.

Cheque payments may be stopped before they have been presented for payment. Such requests should be made in writing to us or through our Open24 Service. We reserve the right to charge for this service.

## COMPLAINTS PROCEDURE

We are committed to providing you with the highest standard of service. We hope that you never have any reason to complain to us, but if you do, we want to hear from you so that we can address your concern as quickly and as fairly as possible. We will deal with your complaint in accordance with our internal complaints procedure, as set out in our terms of business and detailed on [www.permanenttsb.ie](http://www.permanenttsb.ie).

We will do our best to resolve the matter to your satisfaction through our internal complaint procedures as set out in our terms of business and on [www.permanenttsb.ie](http://www.permanenttsb.ie). If you are still unhappy with the outcome of your complaint you may refer the matter to the Office of the Financial Services and Pensions Ombudsman.

The Ombudsman is an independent statutory body whose services are available free of charge to customers who have unresolved complaints with their service provider. The Ombudsman will only become involved after the matter has been processed through our internal complaint procedures so it is important that you firstly give us the opportunity to resolve your problem.

# GENERAL TERMS AND CONDITIONS

## Applicable to All Accounts and Services

### 1 WHO WE ARE

Any reference in these Conditions to 'you' and 'your' includes your personal representatives and successors and (where appropriate) any authorised signatory or User (including any regulated third party payment services provider) authorised by you, and any Joint Account Holder. It is your responsibility as the holder of an Account with us to furnish each authorised signatory or User authorised by

you with a copy of these Conditions and any subsequent amendments or replacement Conditions, and to ensure that they comply with these Conditions.

Any reference to 'we', 'us' and 'our' means the Bank and includes our successors and assigns. We are regulated as a credit institution by the Central Bank of Ireland of New Wapping Street, North Wall Quay, Dublin 1 and our principal business is the provision of financial services. Our head office and our registered office is at 56/59 St. Stephen's Green, Dublin 2. Our website address is [www.permanenttsb.ie](http://www.permanenttsb.ie). We are registered at the Companies Registration Office, Dublin under registration number 222332. Our VAT number is IE8222332J.

## 2 DEFINITIONS AND INTERPRETATION

### In these Conditions:

**'Account'** means an account including a Payment Account opened by the Bank for you.

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

**'AIS' or "Account Information Service"** means an account information service which allows you to view information relating to some or all of your payment accounts held with other banks or payment institutions, and which may include balance, payment history and other information on one or more of your online accessible Payment Account(s) with us, where you have given permission for those accounts to be included.

**'AISP' or "Account Information Service Provider"** means a regulated third party account information service provider to which you have given permission to access your online accessible Payment Account(s) to enable it to provide AIS to you.

**'App'** means the mobile banking application made available by the Bank and use of which will require the use by the Customer of specified Security Credentials to access certain features on their Registered Device.

**'ATM'** means an automated teller machine (or self-service banking machine) approved by the Bank for the use of Cardholders, which is capable of dispensing cash, and / or receiving lodgements and / or other functions for which it may be programmed.

**'Automated Self-Service System'** means the automated system which enables you to access and utilise the Open24 Service without the assistance of a customer service adviser.

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

**‘BIC’** means Bank Identifier Code.

**‘Business Day’** means a day (other than a Saturday, Sunday, public or bank holiday) on which the Bank is generally open for business in Ireland, provided always that, a cut off time for the execution of payment instructions of 18.00 applies unless otherwise specified on our Website. This timeframe is also subject to the payee’s payment service provider being open for business on that day and it being a day on which the interbank payment system is operating. For the avoidance of doubt, instructions received in the period from 18.00 to 24.00 hours will be deemed to be received on the next Business Day.

**‘Card’** means the permanent tsb Card (which may be enhanced and / or varied from time to time) issued by the Bank to a Cardholder for use in connection with Card Transactions, including a replacement Card where a Card has been renewed, lost, stolen, copied, defaced, enhanced, varied or improved for Card security.

**‘Cardholder’** means the individual(s) to whom a Card is issued.

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

**‘Card Facilities’** includes all or any of the following where authorised by the Bank for the Cardholder: Cash Machine Transaction, Debit Card Transaction, Contactless Transaction and such other facilities or enhancements as may be attached or added to the Card(s) by the Bank from time to time.

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

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

**‘CashBack’** means the service available to a Cardholder from certain Retailers by which a Cardholder may, at the time of and in addition to the purchase of goods and / or

services, obtain cash subject to the limit as set out on our Website.

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

**‘Cash Machine Transaction’** is the withdrawal of cash using a card from a Cash Machine which facility is limited, in the case of Cards without the Visa logo, to withdrawals from permanent tsb Cash Machines in Ireland.

**‘CBPII’ or “Card Based Payment Instrument Issuer”** means a regulated third party service provider, which issues payment instruments linked to payment accounts held with other banks or payment institutions, to which you have given permission to issue a payment instrument linked to your online accessible Payment Account(s) with us and to request confirmation from us that there are sufficient funds in your Payment Account(s) to cover payments made using that payment instrument. A payment instrument can include a card, another personalised device, or a set of rules which you have agreed with the CBPII.

**‘Channel(s)’** means the method(s) by which you may access our various Account services, including all or any of the following where authorised by the Bank for you: in person through our branches, by Cash Machine, by our Open24 Service, our App and by such other means as we may from time to time make available. The Accounts and services that may be accessed and utilised may vary across the different Channels and the limits applicable to particular transactions or services may also vary across the different Channels.

**‘Chip’** means the microchip embedded in the Card and visible on the Card as a gold or silver coloured microchip.

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

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

**‘Contactless Transaction’** means a transaction completed through a method of payment whereby sums, not exceeding the amount per transaction, and / or number of transactions or cumulative amount as specified by the Bank from time to time on the Website, may be paid by the Cardholder to a Retailer by holding the Card to the front of a POS (Point of Sale) Terminal rather than the payment being made through use of the Chip and PIN at the POS Terminal.

**‘Customer’** means a person(s) (whether a natural or legal person) who has/have opened an Account with us (including an Account to be used for the purposes

of the person's business) and includes the personal representatives, successors, authorised signatories and permitted assignees of each such person.

**'CVV'** means the three digit number on the reverse of your Card.

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

**'Device'** means any device or equipment approved by us to access and use the Open24 Service and / or our App including, but not limited to, telephone, personal computer, kiosk, mobile telephone, tablet or any other such device or equipment.

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

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

**'Durable Medium'** means a method of providing you with information addressed to you personally which enables you to store the information in a way accessible for your future reference for an adequate period and which allows you to reproduce the information unchanged. This may include notifying you by letter or electronic communication attaching or linking to the relevant information.

**'EEA'** means the current members of the European Economic Area as may be amended from time to time. The EEA consists of the Member States of the European Union in addition to Iceland, Liechtenstein and Norway.

**'Eligible Debit Card Transactions'** means Debit Card Transactions, including Cardholder Not Present Transactions, on an Explore Account from the Bank, but excluding all ATM or Cash Machine Transactions.

For the purpose of Spend and Save Rewards Pending Transactions must be processed by the Merchant before qualifying for the 10c Cashback Reward. Please be aware this may affect your monthly Rewards Total.

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

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

**'Future Dated Payment'** means a payment where an instruction is received from you to make a payment in favour of another person or to pay a sum due to another person on a future Business Day of your choosing.

**'General Conditions'** means those of the Conditions

which are applicable to all Accounts and services.

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

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

**'Internal Repayment Order'** is an instruction from the customer to make certain payments (the amount of which may vary) in order to service a loan account on the date the loan repayment is due to be paid. If you do not have sufficient cleared funds in your account on the payment due date then we may (but are not obliged to) re-present the payment to your account in 4 calendar day's time or the next business day (if the payment due date plus 4 calendar days falls on a weekend or a bank holiday) and collect the payment assuming there are sufficient cleared funds available. Where there is not sufficient time to re-present the payment because, for example, it is a public or bank holiday, we are not obliged to re-present the payment. This may occur on weekly loan payments.

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

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

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

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

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

**'Open24 Number'** means the number allocated by us to a Customer for use by that Customer or a User in conjunction with the Security Credentials created by or provided to that Customer.

**'Open24 Service'** means the system provided by us from time to time to enable Customers and their Users to access, transact, and utilise services provided by us using telephone, Internet or other technology-based communication.

**'Operating Instructions'** means instructions issued from time to time by us governing the use and operation of the Open24 Service.

**'Participating Merchant'** means a third party Retailer, utility and / or other service provider with whom we have entered into an arrangement for the provision to Explore Account Customers of Participating Merchant Offers.

**'Participating Merchant Offer'** means an offer of a cash

repayment on Direct Debits, where an invoice due to be paid to a Participating Merchant has been paid in full and on time by such Direct Debit, and the Direct Debit has not been returned.

**‘Payment Account’** means an account held by you with the Bank that is used for the execution of payment transactions where you are entitled to place, transfer or withdraw funds without any restrictions.

**‘Payment Services Directive’** means Directive EU 2015/2366 of the European Parliament and of the Council as transposed into Irish law.

**‘Personal Data’** means any information which relates to an individual and which enables the holder of that information to identify that individual directly or indirectly by combining the information with other information, and includes not only name and address, but Account numbers and online identifiers.

**‘PIN’** means the secret personal identification number that is used with a Card as allotted by us and / or subsequently chosen by you.

**‘PIS’ or “Payment Initiation Service”** means a payment initiation service which allows a payment order to be initiated at your request and on your behalf with respect to your online accessible Payment Account.

**‘PISP’ or “Payment Initiation Service Provider”** means a regulated third party payment initiation service provider to which you have given permission to access your online accessible Payment Account(s) to enable it to provide PIS to you.

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

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

**‘Registered Device’** means any mobile Device and / or mobile phone number registered by you with the Bank.

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

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

**‘Security Credentials’** means any PIN or other security code, including without limitation any Open24 Number, VbV/3DS Passcode, and / or other codes issued, or generated using any mechanism or technology approved, by us to a Customer, or created by a 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.

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

**‘SEPA’** means the Single European Payments Area as defined by the European Payments Council (and the countries in which SEPA operates is listed on the website of the European Central Bank) as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro, between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location.

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

**‘Spend and Save Rewards’** means any amounts due to a Customer arising from Eligible Debit Card Transactions or Participating Merchant Offers.

**‘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.

**‘TPP’** means a third party provider of payment services, including but not limited to AISP, CBPIs and PISPs.

**‘Transaction Slip’** means a slip produced by a POS (Point of Sale) Terminal evidencing a Debit Card Transaction.

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

**‘User’** means a Customer or a person (which may include a TPP in the period up to 14 September 2019) authorised by a Customer to use the Open24 Service on that Customer’s behalf.

**‘Visa Cashback’** means any amounts due to a Customer arising from the Visa Cashback Programme.

**‘Visa Cashback Programme’** means the separate programme of card linked offers organised and operated by a Visa Cashback Provider from time to time for which permanent tsb Current Account Customers are entitled to register.

**‘Visa Cashback Provider’** means the member of the Visa group of companies which operates the Visa Cashback Programme from time to time.

**‘Visa Participating Merchant’** means a third party Retailer, utility and / or other service provider with whom Visa has entered into an arrangement in connection with the Visa Cashback Programme.

**‘Visa Participating Merchant Offer’** means an offer of a cash repayment under the Visa Cashback Programme.

**‘Visa Scheme’** means the payment system operated by Visa Europe Services Inc. a wholly owned subsidiary of Visa Europe Limited, or such other member of the Visa group of companies as may be appointed to operate the Visa payment system from time to time.

**‘Verified by Visa’ or ‘Visa Secure’** means a security service to be used by you when carrying out online purchases on the internet through participating online Retailers.

**‘VbV/3DS Passcode’** means a Verified by Visa or Visa Secure passcode for use by you with participating online Retailers.

**‘Website’** means our websites at [www.permanenttsb.ie](http://www.permanenttsb.ie) and / or [www.open24.ie](http://www.open24.ie), as relevant.

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

### 3 SCOPE AND ACCEPTANCE

- (a) These Conditions apply to the operation of the Account products and services offered by us and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between us and our Customers for such Account products and services.
- (b) These Conditions constitute the terms and conditions applicable to such Account products and services. They do not comprise an exhaustive list and shall, unless otherwise agreed to the contrary, be construed in conjunction with, and subject to relevant banking law practice.
- (c) Business Accounts may be used only for business purposes and may not be used for personal purposes.

Where the Card is issued for the purposes of the Customer’s business, it must only be used as a means of payment of expenditures in respect of such business. Personal Accounts may not be used for any business or commercial purposes.

- (d) Unless otherwise agreed to the contrary, the authorisations, assurances, instructions and confirmations to us from you in any application for an Account shall be deemed to be incorporated in and form part of the Agreement for such Account.
- (e) Additional terms and conditions may apply to specific types of Account or to specific services or Channels on an Account where we approve such services or Channels for the Account. To the extent that there

is any conflict or ambiguity between the General Conditions, and those additional terms and conditions, those additional terms and conditions will prevail.

- (f) Subject to any rights of cancellation which you may have under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time) (the ‘Distance Marketing Regulations’), which apply where you have dealt with us at a distance (i.e. where there is no face to face contact between us e.g., where we have dealt by phone, internet or post), these Conditions shall be deemed to be accepted by you on signature by you of the application form for the relevant Account or service and shall become binding on our acceptance of your application. Where the Distance Marketing Regulations apply, we shall let you know, and will give you details of any rights of cancellation which you may have.
- (g) Copies of the Agreement may be obtained from your branch. These Conditions and certain other documents that form part of the Agreement are also available on our Website.

### 4 CUSTOMER INFORMATION

- (a) The Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2018 (as amended, re-enacted or replaced from time to time) require us to satisfy ourselves as to your identity and the identity of any other Customers on an Account before opening an Account, permitting transactions on an Account or providing certain services.
- (b) By opening an Account with us, you are acknowledging that we will access, use and retain your relevant information (including Personal Data) for the purposes of providing you with the Account and associated services, and for the purposes and in the manner described to you when we collect your information and as set out in our Data Protection Notice, available on our Website at [www.permanenttsb.ie/legal-information/terms-and-conditions](http://www.permanenttsb.ie/legal-information/terms-and-conditions). This may include disclosing your information to comply with our legal and regulatory obligations, and transferring your information to other countries.
- (c) We shall make such enquiries and / or request such information and / or documentation from you as may be required in accordance with applicable laws, statutory and bank regulations. We reserve the right to confirm the authenticity of any document provided by you to us for the purposes of identification or application for credit. This can include but is not limited to, contacting the issuer of any service or utility bill or statement or non-governmental issuer of identification documentation.
- (d) We may make such enquiries about you as we from

time to time consider appropriate and may provide information provided by you in the application for the Account and any information relating to the conduct of the Account to credit reference agencies and / or any relevant official or regulatory body maintaining a centralised credit register (each of whom will add details of our search, and information in relation to the conduct of your Account(s) and any credit agreements, to your record, and who may disclose this information to third parties for credit assessment purposes).

- (e) We shall be under no obligation to comply with any directions in relation to an Account, including without prejudice to the generality of the foregoing, withdrawals or transfers, without such forms of identification as we shall deem necessary.
- (f) Where you fail to update us of any changes in respect of your Personal Data, we shall not be liable to you or any third party with whom we share information (whether on your behalf or not) for any loss suffered by reason of any information not being accurate and up to date.
- (g) We may provide any information concerning you to:
  - (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor of some or all of our business or your interests and their respective officers, employees, agents and advisers;
  - (ii) any other member of the Group for group reporting and analysis;
  - (iii) any person with whom we have entered or propose to enter into contractual relations in relation to an Account or service provided to you or who provides or proposes to provide services to us in connection with an Account or service provided to you, and their respective officers, employees, agents and advisers; and
  - (iv) your Joint Account Holder(s) (if any).
- (h) We may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes, to verify instructions and to maintain quality service standards. Any such recordings or transcripts thereof may be used in evidence in any dispute or in the handling of any complaint and may also be used as proof of any instruction and shall be conclusive evidence in these regards.
- (i) We reserve the right to require verification of identity and address from you where your Account is designated as an 'Inactive' Account, that is to say where no transactions have been effected on the Account for a continuous period of 3 years and for the purposes of this Condition, a transaction is a lodgement or transfer to or a withdrawal or transfer from the Account.

- (j) Where you provide us with Personal Data relating to any other individuals, you warrant that you will inform the relevant individual that their information will be provided to us for the purposes outlined above and where necessary will obtain the consent of such individual to the use of their Personal Data in the manner outlined above.
- (k) You have a number of rights under applicable data protection law, including the right at any time to request details or a copy of any Personal Data that we hold about you and to have inaccuracies in that information corrected. How you can exercise these and other data protection rights is set out in our Data Protection Notice, available on our Website.
- (l) You may opt out of the receipt of messages from us which consist of promotional updates or other general advertising but any such opt out will only be effective for the particular Device used by you (e.g., an opt out of the receipt of such material on a Device such as a smartphone will not apply to any other Device you might be using such as a tablet).
- (m) You acknowledge that your use of the App to access your Device location services will enable us to identify your general location at the time of use of the App and to use such location information for the purpose of locating, for your benefit, your nearest permanent tsb ATM or branch.

## 5 JOINT ACCOUNTS

- (a) Where two or more persons hold an Account, the Joint Account Holders shall be jointly and severally liable for their obligations to us.
- (b) Where the Account is a Joint Account and the Joint Account Holders authorise any number of them to operate the Joint Account, all acts done, with the exception of those listed in (c) below, under that authority in relation to the Joint Account or any of the services provided now or in the future in connection with the Joint Account and all debits arising on foot of same shall bind all Joint Account Holders jointly and severally.
- (c) All Joint Account Holders must authorise the change where the following changes are made to a Joint Account:
  - (i) converting the account type;
  - (ii) adding additional person(s) as account holders;
  - (iii) granting authority to others (other than TPPs) to operate the Joint Account; or
  - (iv) Account closure as referred to in Condition 20.
- (d) Where the Account is a Joint Account and we have notice of a dispute between the Joint Account Holders

(or any of them), we may cease to permit withdrawals from the Joint Account, and subject to our discretion, dealing may not be permitted on the Joint Account until we receive a new written mandate from the Joint Account Holders.

- (e) On the death of any Joint Account Holder, the balance of the Account plus accrued interest may, on production of the appropriate Revenue and, where required, testamentary documentation, be withdrawn in total or retained in the name(s) of the surviving Joint Account Holders(s).
- (f) Additional terms are applicable to certain Joint Accounts, depending on the Account type, as further specified in these Conditions.
- (g) Where a TPP is authorised by a Joint Account Holder to access his or her Account(s), the TPP will be able to access all information in relation to that Joint Account. Joint Account Holders are advised that if any one Joint Account Holder authorises a TPP to access the Joint Account, that TPP will be able to access information on the Joint Account even if the other Joint Account Holder(s) have not authorised that TPP.
- (h) Prior to 14 September 2019, a TPP appointed by a Joint Account Holder is able to view all information in relation to that Joint Account Holder's online accessible accounts, including all Joint Accounts on which he or she is a Joint Account Holder.

## 6 MINORS

- (a) Where an Account is to be opened in or transferred to the sole name of a minor, the consent of the parent/guardian shall be required in accordance with legal and regulatory rules. This will be indicated at Account opening.
- (b) Without prejudice to Condition 6(a) above, where an Account is required to be opened by a minor and the minor has not attained the age of 7 years, the Account shall be in the name of the minor's parent, guardian or person in loco parentis and all transactions on the Account shall be effected under such name only.
- (c) Where the minor has attained the age of 7 years, the Account may be transferred into the minor's name or otherwise at the discretion of the parent, guardian or person in loco parentis, subject to Condition 6(a) above.
- (d) We may at our discretion alter the age which must be attained by the minor in order for the minor to open an Account in the minor's own name.

## 7 TRANSACTION AMOUNTS

Depending on the Account type and Channel availed of by you, we may place conditions on the minimum balance,

maximum balance, lodgement or withdrawal amounts that may apply. In the case of large withdrawal amounts, we reserve the right to make any such payments in the form of a bank draft for security reasons.

## 8 SET OFF

- (a) In addition to any other right of set off, lien or similar right to which we may at any time be entitled, we may (but shall not be obliged to):
  - (i) hold and retain any credit balance to which you are now or hereafter entitled on any Account until such time as all or any of your obligations to us have been discharged in full;
  - (ii) combine all or any of your accounts (including all Accounts); and / or
  - (iii) apply any credit balance (whether matured or not) to which you are now or hereafter entitled on any Account in discharge of any of your obligations (whether matured or not) to us regardless of the currency of such balance or obligation.
- (b) If the balance and the obligation referred to in Condition 8(a)(iii) are in different currencies, we may convert either the balance or the obligation at a market rate of exchange customarily utilised by us in our usual course of business for the purpose of the set-off.
- (c) If the obligation referred to in Condition 8(a)(iii) is unliquidated or unascertained, we may set-off an amount estimated by us in good faith in accordance with commercially reasonable standards to be the amount of that obligation.
- (d) The provisions of Conditions 8(a) to (c) will also apply (subject to (iv) below) in respect of any credit balance to which you are now or hereafter entitled where:
  - (i) a competent authority, as defined in the European Union (Deposit Guarantee Scheme) Regulations 2015 (S.I. 516 of 2015, as amended or replaced from time to time, has determined that the Bank appears to be unable, for reasons directly related to the Bank's financial circumstances, to repay the deposit ( which includes any credit balance in the current account) and has no current prospect of being able to do so  
or
  - (ii) a court has appointed a liquidator or examiner to the Bank  
or
  - (iii) a court has made, for reasons directly related to the financial circumstances of the Bank, any

other ruling that has the effect of suspending depositors' ability to make claims against the Bank

and

- (iv) where all or any of your obligations have fallen due on or before such determination has been made by the said competent authority or court under (i), (ii) or (iii)

## 9 FEES AND CHARGES

- (a) Details of the fees and charges which are charged by us on Accounts are set out in the Fees Booklet (as published from time to time) which is available on request at any branch of the Bank or on our Website.
- (b) Changes to fees and charges will be notified to you in accordance with Condition 21(d) of the General Conditions.
- (c) You may be eligible to apply to have certain fees and charges exempted. The conditions under which fees and charges apply are set out in our Fees Booklet, available on request at any branch of the Bank or on our Website.
- (d) Where applicable, those fees and charges which the Fees Booklet indicates are pre-notified will be debited to the relevant Account quarterly (or at such other intervals as may be indicated in the Fees Booklet from time to time or as agreed with us). Where the fees and charges to be charged are above €12.70, they will be pre-notified to you 14 days in advance of being debited from your Account. Other fees and charges will be debited as they arise or as otherwise indicated in the Fees Booklet from time to time, without prior notification to you.

## 10 DEPOSIT INTEREST RETENTION TAX

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

## 11 NON-RESIDENT ACCOUNTS

- (a) Accounts held by non-residents (as defined by the Taxes Consolidation Act 1997 (as amended)) must be operated in accordance with statutory conditions

and banking regulations. An additional form must be completed where a non-resident Account is required.

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

## 12 PAYMENT INSTRUCTIONS

- (a) You and any PISP appointed on your behalf are responsible for the accuracy of each payment instruction received by us. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions, or instructions in a form (accepted at our discretion) other than our standard form for payment instructions, which are given to or accepted by us.

Where we are given inconsistent instructions, for example, where the receiving bank's BIC and its name and address details do not match or where the payee's IBAN is invalid or incorrect, we shall not be liable for acting in accordance with any part of those instructions.

There are restrictions on the set up of payment instructions on savings and investment Accounts. Certain transactions may not be possible on specific account types. Certain restrictions will also apply to the type of payment instructions processed via our Open24 Service or our App. For more information on these restrictions, please see our Website.

- (b) Before a payment is made from your Account, you and / or your PISP (where applicable) must comply with our applicable procedures including completing, either manually or online, the relevant payment instruction or the relevant Standing Order, Direct Debit, Internal Repayment Order or Future Dated Payment instruction.



- (i) In the case of a payment to an account with another bank or payment service provider these will include providing all necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified.
- (ii) The Unique Identifier required for domestic and SEPA payments is the IBAN of the payee.
- (iii) You may also be requested to provide the BIC of the payee bank when making SEPA payments to some countries.

Details of the Unique Identifiers required for SWIFT Payments are specified at the time of set up of that payment instruction.

- (c) Before we can make a payment you must authorise the transaction by completing our relevant instruction form or by providing us with written instructions in another form which contains all of the information we require. This instruction must be signed by you or your authorised signatory in accordance with the mandate held by us. Where you use one of the Channels to authorise a transaction, you or your authorised signatory must follow whatever instructions we may give to you in order to complete the instruction.
- (d) We will accept and endeavour to implement any instructions received by us in respect of payments from your Account provided that:
  - (i) our applicable procedures have been followed and the transaction has been authorised in accordance with these Conditions;
  - (ii) you or the relevant authorised signatory or PISP have duly completed and authorised all applicable payment instructions or we have otherwise received instructions on your behalf in accordance with any applicable Direct Debit scheme or other procedure;
  - (iii) we are not prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - (iv) you have sufficient, cleared funds in your Account to meet the instruction concerned and all applicable charges; and
  - (v) all other conditions required by us have been fulfilled.
- (e) Once received by us for execution, payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us, we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so, subject to the following:
  - (i) Payment instructions for transfers between accounts within the Bank (whether in your name or in the name of another Customer(s)) cannot be amended or revoked after receipt by us.
  - (ii) Any amendment or cancellation instruction should be given in writing to your branch or in such other form as we may prescribe.
  - (iii) You will be liable for any additional fees or expenses or foreign exchange losses which arise out of any such amendment or cancellation or any payment investigation initiated at your request.
- (f) Direct Debits are subject to the following provisions:
  - (i) The payer must provide the appropriate mandate to the payee in the timeframes provided for in the Scheme Rules.
  - (ii) Where signing instructions are not provided to us in accordance with applicable Scheme Rules, we may rely on the instructions received from the payee's bank in order to make the payment.
  - (iii) Payments on your Account may be revoked by you at the latest by the end of the Business Day preceding the date agreed for the debiting of the Account.
  - (iv) Payments may be refunded on receipt of a request within 8 weeks after the date of the payment, unless otherwise agreed by you. We will refund the full amount to you within 10 Business Days.
  - (v) At our discretion, where you have failed to keep up with payments, we may cancel payment instructions on your Account.
  - (vi) Direct Debits cannot be set up on savings and investment Accounts.
  - (vii) Payments may be limited by you to a certain amount or paid at such periods as you may request or both.
  - (viii) Payments may be permitted or blocked as instructed by you from time to time.
- (g) Where other transactions, other than by way of Direct Debit, are made through a payee, the following provisions apply:
  - (i) the payer must provide the appropriate authority to the payee.
  - (ii) you may request a refund within 8 weeks after the date of the payment where you can show us that (i) the amount debited exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, and (ii) you were not notified by us or the payee of

We are not obliged to accept a payment instruction where there are insufficient funds in your Account.

- (e) Once received by us for execution, payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us, we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so, subject to the following:
  - (i) the payer must provide the appropriate authority to the payee.
  - (ii) you may request a refund within 8 weeks after the date of the payment where you can show us that (i) the amount debited exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, and (ii) you were not notified by us or the payee of

- such amount at least four weeks before the due date.
- (iii) Where we have received a request for a refund with the required documents and supporting information and we agree to the refund request, the full amount will be credited to you within 10 Business Days.
  - (iv) Where we refuse the refund we will provide you with a justification for our refusal and details to whom you may refer the matter.
- (h) Standing Orders and Future Dated Payments are subject to the following provisions;
- (i) Where you have insufficient cleared funds to make a payment on the due date, we may attempt to make the payment on one or more subsequent Business Days, but for the avoidance of doubt we shall not be obliged to do so.
  - (ii) Instructions must be received at least 4 Business Days prior to the payment due date.
  - (iii) Standing Orders may be cancelled or amended by giving written instruction to your branch or through the Open24 Service at least 4 Business Days prior to the payment due date.
  - (iv) Standing Order payments unpaid on three consecutive payment dates will automatically be cancelled and you will be notified of the cancellation.
  - (v) Future Dated Payments unpaid on the designated date will be attempted again on the next Business Day. If unpaid again on the next Business Day, the payment will be cancelled.
  - (vi) Standing Orders and Future Dated Payments cannot be set up on savings and investment Accounts.
- (i) Our ability to execute a payment instruction in a timely manner is dependent on our receiving the relevant instruction in good time before the payment. The cut off times in place for the receipt by us of instructions are available at all times on our Website.
- (j) Any instruction received after the relevant cut off time on a Business Day or any instruction received on a day that is not a Business Day will, subject to our acceptance of such instruction, be processed on the next Business Day.
- (k) If you wish to make a payment to or from your Account in a currency other than the currency in which your Account is denominated, a currency conversion will be required. The exchange rate used for such a conversion will be the exchange rate published by us applicable at the time of the transaction.
- (l) Standard exchange rates used for converting foreign exchange transactions are available upon request in your branch and at the time of completion of the transaction.
- (m) If we are instructed to make a payment in a currency other than the currency of the payee's account, the payee's bank may convert the payment into the currency of the payee's account. We have no control over how the exchange rate of the payee's bank is calculated or when that exchange rate will be applied.
- (n) Subject to Condition 22, we may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment.
- (o) You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from your Account. We will consider whether there has been undue delay in accordance with Condition 17(c).
- (p) Subject to the Bank's cut-off times, which are available on our Website, we will take reasonable steps to ensure that each payment (other than a payment by way of cheque or draft or other paper based order or voucher) that we are, validly and in a manner which is in compliance with the applicable procedures, instructed to make, and which we accept for execution, is credited within the following timeframes:
- (i) In the case of a payment to an account held with the Bank, the payee's account will be credited immediately. Payments to the Bank's mortgages and credit cards will be credited on the same Business Day.
  - (ii) In the case of a payment to an account located within the EEA in any currency, the account of the payee's bank will be credited no later than the end the next Business Day after we receive your instruction.
  - (iii) In the case of a payment to an account located outside the EEA in any currency, we will carry out the instruction in the same manner as set out in (ii) above, however, we cannot guarantee that the payee's bank will receive the payment by the end of the next Business Day.
- (q) We have set out the maximum timeframes for execution of your payment on our Website.
- These timeframes may be extended by one Business Day where the payment is paper initiated.
- Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.
- (r) No cheque or other debit should be drawn on an Account unless at the time of drawing there is a

sufficient cleared balance available on the relevant Account to meet such cheque or debit.

to our applicable cut off times as detailed on our Website.

- (s) We are authorised (but not obliged) to debit any cheques, bills, debits and orders drawn, accepted or made by or for you, notwithstanding that it may result in the Account becoming overdrawn or any agreed overdraft limit being exceeded.
  - (t) We are authorised (but not obliged) to pay post-dated cheques, notwithstanding that it may result in the Account becoming overdrawn or any agreed overdraft limit being exceeded.
  - (u) Cheques, bills, debits and orders drawn or made by or for you may at our discretion be returned as an unpaid item without further notice should payment of such items result in the Account becoming overdrawn in excess of any agreed overdraft limit.
  - (v) In the event of manifest error or mistake, we may reverse an amount appearing on an Account on final posting. Any reference to the balance must be construed accordingly.
  - (w) Where a cheque or other payment request is presented to us for payment, we are under no obligation to establish the identity of the payee provided that your name, Account number and signature are consistent with the Account details and mandate held.
  - (x) Where we offer the facility of further reducing the limits on a payment instrument provided to you by us, you may request a change to these limits. Please see our Website for further details.
- (c) Where a lodgement is received after our applicable cut off time on a Business Day, it will be processed and credited to your Account no later than the next Business Day.
  - (d) Lodgements made by way of cash, cheque and other negotiable items are accepted on condition that if any error, shortfall or other discrepancy shall be discovered by us in the contents or details of any lodgement (including, without limitation, in the event of input or other obvious error in the case of an over the counter lodgement in-branch), the lodgement may be appropriately amended by us and the amended lodgement shall be taken to be accurate and you shall be notified accordingly in writing.
  - (e) Until we process the items comprised in a lodgement they are held by us at your risk. Lodgements are deemed to be received when they have been verified by us, which may be after you have physically lodged the cash (other than in the case of in-branch across the counter lodgements). Where we check a lodgement we will verify the amount actually contained therein and if this amount differs from the amount indicated, we will inform you of any discrepancy. The amount we find actually contained in the lodgement will be conclusive.
  - (f) You may not draw against the cheques lodged until cleared in the ordinary course of business.
  - (g) We may, at our absolute discretion and without prior notice to you, reverse any lodgement made to your Account if the item so credited is not paid or is recalled by the paying bank (including where the paying bank is us) or is returned to or sent by us as a result of mistake, fraud or the operation of any applicable clearing rules. We will notify you of the reversal.

### 13 LODGEMENTS

- (a) Cash, cheques and other negotiable items may be lodged to your Account in a number of different ways. When making such lodgements you must carefully follow any instructions we give you. Please see our Website for further details on how lodgements may be made.
  - (b) Lodgements received will be subject to the following:
    - (i) where the lodgement has been made directly from another permanent tsb account, it will be immediately credited to your Account. Payments to the Bank's mortgages and credit cards will be credited on the same Business Day.
    - (ii) where the lodgement has been transferred from another Bank, including any international payment, it will be credited on the Business Day we receive it subject to the applicable cut-off times on our Website.
    - (iii) cash, cheques and other negotiable items received in our branch network will be lodged to your Account on the same Business Day, subject
- (h) In the case of a lodgement made with the Bank of a cheque or a draft drawn on a bank within Ireland, the normal clearing period is 5 Business Days from the date of the lodgement.
  - (i) Where a cheque or a draft in a foreign currency or a euro cheque or draft drawn on a bank outside Ireland is accepted for lodgement the normal clearing period is 25 Business Days from the date of the lodgement.
  - (j) Bills of exchange, cheques or other negotiable instruments are accepted subject to examination and negotiation and are transmitted for collection at your risk. Items credited to an Account may not be drawn against, until cleared (that is, any lodgement made by cheque or similar instrument has been honoured).

### 14 ACCESS TO OPEN24 SERVICE

Access to an Account by the Open24 Service will be in

accordance with our Operating Instructions and terms and conditions applicable from time to time to such access.

## 15 ACCOUNT, CARD AND CHANNEL SECURITY CONDITIONS

- (a) You shall keep all Cards, corresponding PINs, CVVs and expiry dates ("Card details"), and all Security Credentials safe and save as set out at (b) below, you shall not provide, disclose or divulge any of them to any person.
- (b) In the period up to 14 September 2019, you may disclose your applicable Security Credentials in relation to the Open24 Service to any regulated TPPs which you have authorised to access and / or operate your online accessible Account(s).
- (c) You must not make a note of any Security Credentials on anything carried or associated with any Card or Device or any additional Security Credentials, which might result in irregular or unauthorised access to, transaction on or utilisation of your Account including your Payment Account, a Card and / or a Device.
- (d) Notwithstanding (b) above, you may not in any circumstances disclose your Card or any Card details to any third party, including for the avoidance of doubt any TPP.
- (e) You shall immediately notify us by calling the number listed on our Website if:
  - (i) any Card, cheque book, Registered Device or Security Credentials are mislaid, lost, stolen, misappropriated or used without your authorisation;
  - (ii) you cease to own, control or use any Registered Device;
  - (iii) you change address;
  - (iv) you know or think it is possible that any Security Credentials have become known to any other person;
  - (v) you know or suspect fraud was perpetrated on any of your Accounts, including any of your Payment Accounts, or that your Accounts were exposed to any security threat;
  - (vi) unauthorised or irregular transactions are recorded on any of your Accounts, including any of your Payment Accounts;
  - (vii) the Card or Registered Device is not lost or stolen but is in the possession of a third party with or without your consent; or
  - (viii) the Card is retained by the ATM.

You shall take all measures necessary to make yourself

aware of the circumstances above. We can only stop acting on the instructions of a PISP or an AISP if you have demonstrated to us that you have instructed the PISP or AISP to cease using your Account. Prior to 14 September 2019, you can block a PISP or AISP from accessing your Accounts by taking the steps described in Condition 23(d).

- (f) If you have made a notification to us in accordance with Condition 15(e), then none of the Security Credentials, or the Card or Device, may be used to access, transact on or utilise any affected Account and / or the Open24 Service. If you wish to continue to avail of the Open24 Service, you must apply to us for the issue of a new Open24 Number and then create new Security Credentials, in accordance with the Operating Instructions.
- (g) When a Card that has been reported lost or stolen is found or recovered, it may not be used for any further Card Transactions but must be cut into two pieces through the magnetic strip and Chip and returned to the branch where the account is held.
- (h) If we suspect that a Card, Registered Device and / or Account is being used improperly, fraudulently or in breach of the Agreement or of actual or suspected security threats, we may decline to authorise any further transactions on the Account. We will endeavour to contact you before we take this decision but this may not be possible. You hereby agree and authorise us to take such actions as we deem necessary including suspending the Account in such circumstances. You agree that any contact by us in such circumstances is for the purposes of combating wrongdoing and is not connected to the Agreement. Contact may be made by post, phone, email, SMS or other medium (or by any other means required or permitted by law). We will never contact you to request your Security Credentials.
- (i) You shall furnish us with all available information relative to the loss, theft, copying or compromise of the Card, Registered Device or Security Credentials and shall give all reasonable assistance to us and our agents (including authorising us to release information to the Garda Síochána) relating to the Card, the Registered Device, the Security Credentials and the Account(s) necessary to lead to the recovery of the Card, Registered Device or Security Credentials and/ or any copy of the Card or Security Credentials.

## 16 INSTRUCTIONS

- (a) Each time you give us an instruction, you will be deemed to warrant to us that such instruction can be followed by us without breaching any law or regulation. This includes any instruction we receive from a TPP. We shall not be obliged to act on any instruction which we reasonably believe to be in breach of any law or regulation.

- (b) On receipt by us of a facsimile instruction, we may (but will not be obliged to) contact the individuals identified as “call back” contacts specified in the indemnity for facsimile instructions signed by you. Where we do contact you, we will use such “call back” contacts for confirmation of your instruction. You accept that where we cannot make such a phone call or cannot authenticate such instruction in this manner, such instruction will not be acted upon and the payment requested will not be processed. For this purpose, you agree to keep us informed as soon as any change is made to any details regarding “call back” contacts. In the event that we cannot process the payment for the above reasons, we shall write to your address on the Account records informing you of such an eventuality, the address being the business address if the payment is drawn on your business account or your personal address if drawn on your personal account.
- (c) Where you deny authorising us to act on an instruction, including without limitation any instruction received through the Open24 Service or our App, it is our responsibility to prove that the instruction was accurately authenticated, recorded, entered in the Accounts and not affected by a technical breakdown. In this regard, we may not rely solely on the fact that the instruction was authorised in accordance with your Security Credentials or your TPP’s security credentials or a Secure System. The use of any such Security Credentials will also be insufficient by itself to prove that you have intentionally, or because of your gross negligence, failed to adhere to these Conditions or failed to keep the aforementioned Security Credentials safe.
- (d) Notwithstanding the above, entries in the Account in respect of transactions effected by Cash Machine or Chip enabled terminals or using any Security Credentials associated with a Card shall be a relevant factor in evidencing of such transactions.
- (e) If you deny that your Card and if applicable, your Security Credentials have been used to execute a transaction or you allege that such a transaction has been incorrectly executed, we shall show by providing an abstract of our own internal records that the operation was accurately recorded and entered into the Account and was neither effected nor affected by a technical breakdown or other deficiency.
- (f) The correct recording of previous and subsequent similar transactions shall be relevant factors in evidencing that the system was functioning properly.
- by you. Each statement will contain information on all payments and lodgements on your Account for the period covered by the statement. Statements will be provided via post or electronically (where an option is available in accordance with these Conditions) or where the provision of e-statements is part of the Account terms and conditions. You agree that account information can be made available to you at all times via our Open24 Service or our App. We may charge an administrative fee for duplicate copies of any statement that you request.
- (b) As soon as any account statement or payment advice is made available to you, you should examine it carefully and immediately report any disputed transactions, errors or omissions to us. We recommend that you review your Account details online or via our App at regular intervals. You should notify us without undue delay on becoming aware of any unauthorised or incorrectly executed transaction through your branch, who may request written confirmation of such notification.
- (c) We will normally consider that there has been undue delay if you fail to notify us within 30 days of a statement showing the relevant transaction being made available to you. In any event, failure to notify us within 13 months of a transaction being debited to your Account will always amount to undue delay. If there has been undue delay on your part in contacting us, we may not be able to compensate you for any loss you may have suffered. If an incorrect amount is debited or credited to your Account, we may make any necessary correcting entry on your Account without reference to you.
- (d) Subject to the liability provisions in Condition 22 below, unless you have reported to us any error or discrepancy in Account statement, within 30 days after it is made available to you, the statement shall be deemed to have been confirmed by you whether or not you have actually done so, to the intent that, save for any obvious error, the statement shall as regards you thenceforth be conclusive evidence of the correctness of the entries recorded therein.
- (e) Furthermore, the failure to make any such report or confirmation within the periods mentioned above, or the making of a confirmation shall constitute a representation by you to us that the statement is correct and shall be an agreement by you that we shall thenceforth not be liable for any loss to which you may suffer howsoever arising in relation to any entries or the balance appearing in the statement.
- (f) In the event of any inconsistency between our records as to the Account balance and the Account balance as stated in the Account statement, passbook (if applicable) or letter of confirmation, our records shall be conclusive evidence of the Account balance and the interest accrued thereon.

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

- (a) We will issue statements for your Account(s) to you in a Durable Medium (or by any other means required or permitted by law), free of charge, at least once a year or more frequently (e.g., monthly) if requested

## 18 DEATH

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

## 19 REFUSAL

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

## 20 CLOSURE

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

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

- (b) We may also close your Account for any other reason by giving you at least two months prior notice in writing.
- (c) You may close your Account at any time by a written instruction to your branch. Charges may apply to early closure of certain types of Account. Further details are available on our Website.
- (d) If your Account is a Joint Account, all Joint Account Holders must agree to the closing of the Account. At our discretion and in exceptional circumstances, we reserve the right to close a Joint Account on the instruction of only one of the Joint Account Holders.

(e) If your Account is closed, you must immediately pay all sums owing on your Account (including making allowance for items not yet presented) and return all Cards and cheque books issued in respect of it. Interest, fees and charges will be charged up to the date of closure. Please note that fee exemptions do not apply upon closure, please see the 'Personal & Business Banking Charges' section for more information.

(f) Notwithstanding any closure of your Account, you will remain liable for any amounts paid from your Account in accordance with these Conditions.

(g) These Conditions shall continue to apply to you until such time as your Account is closed, or we are repaid all amounts owing on your Account, whichever is the later.

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

(a) These Conditions shall continue to apply unless and until altered by us in accordance with this Condition 21.

(b) We may vary these Conditions, any applicable interest rates, fees and charges, including the interest rate structure, at our discretion from time to time.

(c) We may notify you of any changes to these Conditions by giving you at least 2 months' notice, unless we are permitted by law to give you a shorter period of notice, and by communicating the change to you in a Durable Medium or such other manner as may be permitted by applicable law or regulation.

(d) Subject to notifying the relevant regulator, where applicable, we may alter applicable interest rate, fees and charges and / or introduce new fees and charges, on giving you 30 days' notice in accordance with these Conditions, unless we are permitted by law to give you a shorter period of notice. Where we alter any interest rate, fees or charges that are applicable to the services provided under the Payments Services Directive, we will give you at least 2 months' notice. We will communicate the change to you in a Durable Medium or such other manner as may be permitted by applicable law or regulation. Where a change in a fee or charge is to your benefit, we may at our discretion give you shorter notice.

(e) If you receive notice of any alteration to these Conditions, you may close your Account (or switch it to another financial institution) and simultaneously cancel all other facilities granted to you in connection with your Account without having to pay any extra charges or interest. However, any early termination charges to which you agreed when you opened your Account will continue to apply. Unless and until you close your Account, your consent to the alteration is implied.

## 22 OUR LIABILITY TO YOU

### (a) Liability generally.

In addition to any other duty of care at any time owed by you to us and except as otherwise set out in these Conditions, it shall be your duty to take all proper and reasonable measures in the conduct and management of each Account so as to prevent loss or damage of any kind to either you or us, and you shall be solely responsible for any loss or damage caused by a breach of this duty.

To the extent permitted by law and except as otherwise set out in these Conditions, we will not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or lack of reasonable care. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential damage of any nature whatever.

Where we provide you with services which are not subject to the Payments Services Directive, we shall not be liable to you for any delay or failure caused or charge incurred by any intermediary or agent bank or any clearing or settlement system.

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

You have the right to request details of unauthorised or incorrectly executed transactions on your Payment Account in order to recover your funds. We will, upon receipt of your written request, provide details of any incorrectly executed instruction to the relevant bank for the purpose of retrieval of your funds.

### (b) Unauthorised Payments.

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

- (i) this Condition 22(b) only applies where you are a Consumer or Micro Enterprise.
- (ii) If the unauthorised payment, including those

initiated by a PISP, resulted from the loss or theft of any Card, Device, Security Credentials or failure to follow any security procedures and / or the Operating Instructions or your failure to keep the Card, Devices or Security Credentials safe and secure, you will be liable for the first €50 of loss suffered by you.

- (iii) Except where you have acted fraudulently, you will be liable for the initial €50 of your loss, unless the theft or misappropriation of your Card, Device or Security Credentials was not detectable by you prior to a payment, or the loss was caused by acts or lack of action of any of our employees, agents, branches, our service provider or subcontractors.

- (iv) You will be liable for the full amount of unauthorised payments where:

- a) you intentionally, fraudulently, or with gross negligence fail to adhere to the safe keeping requirements and / or non-disclosure obligations in respect of your Security Credentials;
- b) any Card is used by any person outside the terms of this Agreement and who has possession of it with your consent; or
- c) you have intentionally, or because of your lack of reasonable care, failed to notify us without undue delay of the loss, theft or misappropriation of the Card or any Security Credentials or failure to follow any procedure.

- (v) If there is undue delay on your part in notifying us of the unauthorised payment, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement for your Account showing the relevant debit to your Account.

- (vi) In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.

- (c) In the case of incorrectly executed and non-executed payments, notwithstanding Condition 22(a) above, we will, in accordance with our legal obligations and subject to the following requirements, be liable to you for the correct execution of any instruction to make a payment from your Account properly given by you to us in accordance with the requirements of these Conditions. However, this Condition 22(c) only applies where you are a Consumer or a Micro Enterprise and

- (i) you provided us with the correct Unique Identifiers for the payment in question;
- (ii) there is no undue delay on your part in notifying

us of the incorrect or non-executed payment. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days of the relevant account statement. In any event a failure to notify us within 13 months of the incorrect payment will always amount to undue delay, unless the relevant information was not made available to you by us; and

- (iii) none of the events detailed in Condition 25 (Force Majeure) prevented us from making the payment.

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

Where we are liable under this Condition 22(c), we will refund to you, immediately, and in any event no later than by the end of the Business Day following notification, the amount of the non-executed or incorrectly executed payment and, where applicable, restore your Account to the position it would have been in had the non-executed or incorrectly executed payment not taken place.

Regardless of the issue of liability, where you notify us of an incorrectly executed payment, we will make immediate efforts to trace the whereabouts of the defective payment and inform you of the results of such efforts.

We are not responsible for any delay or error which arises if you have provided an incorrect unique identifier to us or a TPP. We shall only be liable as set out in these Conditions.

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

- (d) In the case of incorrectly executed and non-executed Direct Debits, notwithstanding Condition 22(a) above, in accordance with our legal obligations and subject to the following requirements, where, acting as the payee's bank, we fail to correctly transmit the payment request under a Direct Debit to the payer's bank, we will immediately retransmit the request for payment and advise you accordingly.
- (e) Where a payment is initiated by a PISP, we will refund to you, immediately and in any event no later than one Business Day following notification of your request, any amount incorrectly debited to your Account as a result of any unauthorised, defective, non-executed or incorrectly executed payment and where applicable restore your Account to the position it would have been in that payment not taken place.

## 23 THIRD PARTY PROVIDERS

- (a) You (and any Joint Account Holder) are responsible for providing explicit consent to any regulated TPP to provide AIS, PIS or card based payment services to you. To permit us to share your information with that TPP, as outlined below, your appointment of and explicit consent to an AISP or PISP will be sufficient consent. In the case of a CBPII providing services to you, you will need to provide explicit consent directly to us as set out in Condition 23(g) below.
- (b) In the period up to 14 September 2019, you must ensure that any TPP you instruct is a regulated TPP. After 14 September 2019, there will be no need for you to share your Security Credentials with any TPPs, and you should not do so. However, from 14 September 2019, you will need to have a Registered Device if you wish us to engage with a TPP which you have appointed. Use by a TPP of your Security Credentials(s) is deemed to be use by you and / or the Joint Account Holder(s).
- (c) If you authorise a TPP to access your Account(s), you acknowledge that in the period up to 14 September 2019, the TPP will be able to access all information in relation to all of your online accessible Account(s), including your Joint Account(s) and any term lending or mortgage Account you may have.
- (d) If you no longer wish to use a TPP service, you should contact the TPP directly to inform them of your decision. If you have shared your Security Credentials with a TPP, you should note that they may still have access to your online accessible Accounts (including your online accessible Joint Account(s)) unless you change your Open24 details. You can do this through Open24 or by contacting us by phone. Further details are available on our Website.
- (e) If you change your Open24 details prior to 14 September 2019, you will need to inform any additional TPPs you may have authorised of these changes, if you wish those TPPs to continue to provide PIS or AIS to you during the period up to 14 September 2019.
- (f) Where you authorise a PISP, we shall be entitled to rely on any payment initiation instruction issued by that PISP as though it is your instruction. We will act on it as though you provided the instruction directly to us, unless you have demonstrated to us that you have instructed the TPP to cease using your Account (and in the period up to 14 September 2019, that you have also changed your Open24 details).
- (g) Where you appoint a CBPII, we will respond to any request from that CBPII, seeking to find out if money is available on your relevant Payment Account, which you verify with us using your Security Credentials.
- (h) We are not responsible for any use of your online accessible Payment Account(s) or information



relating to your online accessible Account(s) by any TPP appointed by you. Use of your online accessible Payment Account(s) and your personal data by any TPP shall be governed by the contract or agreement between you and that TPP.

- (i) If you suspect a TPP, which is not a regulated TPP or a TPP to which you have not given your explicit consent, has accessed your online accessible Account(s) or has initiated an unauthorised transaction or series of transactions on your online accessible Account(s), you should contact us using the notification procedures set out in Condition 15.
- (j) We can only stop acting on the instructions of a PISP or an AISP if you have demonstrated to us that you have instructed the PISP or AISP to cease using your Account. We will not be able to revoke a payment order received from you or a TPP on your behalf, unless there is agreement from us, the account holder who is to receive the payment and any other payment service providers involved in that specific transaction. This does not prejudice any rights you may have to a refund in accordance with these Conditions.

## 24. WAIVER

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

## 25. FORCE MAJEURE

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

## 26. CURRENCY

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

## 27. LANGUAGE

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

## 28. STATUTORY RIGHTS

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

## 29. NOTICES AND OTHER COMMUNICATIONS

Subject to applicable law, you agree that:

- (a) we may contact you by post, fax, phone, online, by email, in person or by any other agreed contact method;
- (b) at our option, we may use and record electronic information, documents, originals and records; and
- (c) you will not object to any electronic records or electronic information being used (including, without limitation in any proceedings).

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

You shall immediately notify us of any change of your details, including any change of address or contact number (including without limitation any change of contact number where you use Devices to access and use our Open24 Service).

You may at your option sign up through our Open24 Service to receive service messages and alerts to your Registered Device.

## 30. COMPLAINTS PROCEDURE

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

### If you raise a complaint:

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

### You can make your complaint:

- (i) By phoning the relevant branch or department;
- (ii) By visiting your local branch;
- (iii) By writing, sending an email (to [Customerresolutioncentre@permanenttsb.ie](mailto:Customerresolutioncentre@permanenttsb.ie))

or speaking to a member of staff of the relevant branch or department. If you are sending in a written complaint please provide your phone number so we can discuss your complaint with you. If you contact us in person or by phone, we will offer you the option of having your verbal complaint treated as a written complaint for the purposes of the process described in the next section.

We aim to resolve your complaint promptly and in line with applicable regulation. For more details, please see our Complaint Resolution Charter on our Website.

We will do our best to resolve any complaints to your satisfaction through our internal complaint procedures.

If you are still unhappy with the outcome of your complaint you may refer the matter to the Office of the Financial Services and Pensions Ombudsman (the “Ombudsman”) for review. The Ombudsman is an independent statutory body whose services are available free of charge to customers who have unresolved complaints with their service provider. The Ombudsman will only become involved after the matter has been processed through our internal complaint procedures so it is important that you firstly give us the opportunity to resolve your problem.

The Ombudsman may be contacted at the following address:

Office of the Financial Services and Pensions Ombudsman  
Lincoln House,

Lincoln Place, Dublin 2 Lo Call: 1890 882090

Tel: +353 1 662 0899  
Fax: +353 1 662 0890

Alternatively, you may be able to submit a complaint to the Ombudsman using the European Commission Online Dispute Resolution (ODR) platform (available at <http://ec.europa.eu/odr>). The ODR platform is available to help consumers resolve disputes relating to online services.

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

### 31. CONTACTING US

At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your statements or online via our Website.

#### **Our address is:**

56/59 St. Stephen’s Green, Dublin 2

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

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

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

0818 50 24 24 (or, if calling from outside Ireland, at +353 1 212 4101).

You may also contact us via our Open24 Service or our App.

### 32. GOVERNING LAW

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

### 33. SEVERABILITY

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

## CURRENT ACCOUNTS

### Terms and Conditions

#### 1 SCOPE

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

#### 2 NEGOTIABLE INSTRUMENTS

The provisions of Condition 13 of the General Conditions apply to lodgements to your Account.

#### 3 PAYMENT INSTRUCTIONS

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

#### 4 OPERATING IN CREDIT AND OVERDRAFTS

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

#### 5 DEBIT INTEREST

- (a) Where we have granted a Facility on an Account, debit interest is calculated and charged on a daily basis on the cleared daily debit balance on the Account (i.e. interest is calculated daily on a 1/365 day basis, except in a Leap Year where the 1/366 day basis is used). That is, allowance is not made for cheques, drafts or other credits lodged until value has been received or for credit interest accrued but not yet credited to the Account.
- (b) Debit interest will be debited to the Account quarterly (or such other intervals as may be agreed) in arrears and on final payment.
- (c) Details of interest rates are available on our Website and in-branch. Changes to such interest rates will be notified to you in accordance with Condition 21(d) of the General Conditions.
- (d) In addition to debit interest, a surcharge will apply to any drawings under the Facility in excess of the prevailing credit limit. Such excess drawing, if any, cannot under any circumstances be taken by you as an implied increase in your Facility limit.
- (e) Where there is a debit balance on an Account for which no Facility has been authorised, both debit interest and surcharge interest will be charged on such balance.
- (f) Any surcharge arising will be calculated and debited to your Account in the same manner as interest. The rate of surcharge interest is available in our Fees Booklet.

- (g) Where the interest to be charged is above €12.70, it will be pre-notified to you 14 days in advance of being debited from your Account.

#### 6 CREDIT INTEREST

- (a) Certain Current Account products may from time to time be eligible to earn credit interest. Where a Current Account is entitled to credit interest such interest is calculated on a daily basis on the cleared credit balance (i.e. interest is calculated daily on a 1/365 day basis, except in a Leap Year where the 1/366 day basis is used). That is allowance is not made for cheques, drafts or other credits lodged until value has been received. Tiered rates of interest may be applied at our discretion. Interest will be credited to the current Account quarterly (or at such other intervals as may be agreed) in arrears less DIRT as appropriate at such intervals as are applicable to the Account type and on final payment. Interest will not be paid on any amount debited on the current Account in respect of the day of each such debit
- (b) The rate of interest payable in respect of credit balances and the manner of calculation thereof may be varied at our discretion from time to time.
- (c) Details of interest rates are available in-branch.

Changes to such interest rates will be notified to you in accordance with Condition 21(d) of the General Conditions.

- (d) Where, pursuant to Condition 6(a) of these Current Account Conditions, you are the holder of an Account which, for the purposes of these Conditions, is eligible to earn credit interest, we will credit interest annually, applicable to Account balances of up to €1,500.00 (or such other amount as we may, from time to time, allow), subject to the following conditions:
  - (i) In the case of you having an existing eligible Account, you must register for the Open24 Service and also request, through the Website, that the interest be credited to your relevant Account subject to the conditions in this Condition 6(d) whereupon interest will accrue not later than 7 Business Days from the date of such request. This obligation to register for the Open24 Service does not apply to PTSB Current Account 1/2/3/4.
  - (ii) You must arrange for a cleared minimum lodgement to the eligible Account of €1,500.00 per calendar month (or such other amount as we may from time to time decide).
  - (iii) The eligible Account will continue to be eligible for interest where you have failed to lodge the minimum amount in no more than 2 months within the calendar year. This does not apply for PTSB Current Account 1/2/3/4.

- (iv) The eligible Account will continue to be eligible for interest where you have failed to lodge the minimum amount in no more than 2 months within the calendar year. This does not apply for PTSB Current Account 1/2/3/4.
- (v) Business Account and Student Current Accounts are not classed as eligible for Credit Interest.
- (vi) The eligible Account must remain open as at the close of business on the 31st December in each year in order for the interest to be credited to the Account.
- (vii) Account holders who from our records are student or business customers are not eligible to earn credit interest.
- (viii) The interest rate applicable to the eligible Account shall (subject to any other interest rate which we may introduce from time to time under certain circumstances) be applicable on cleared Account balances of up to €1,500.00 (or such other amount as we may from time to time allow) and which interest rate may be varied at our discretion from time to time.
- (ix) Where any of the above Conditions are not complied with in any one calendar year, interest will not be paid and will not be credited to that Account for that calendar year.
- (x) Notwithstanding the provision in Condition 6(a) of these Current Account Conditions for the crediting of interest on a quarterly basis, credit interest will be credited less DIRT, where applicable, on the next Business Day following the 31st December of each year.

## 7 SWEEP FACILITIES

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

## 8 CHEQUE TRANSACTIONS

- (a) The Customer shall not draw any cheques which would create any unauthorised overdraft or which would cause

any authorised overdraft limit to be exceeded.

- (b) Cheques must be kept safe and all reasonable care and precautions should be taken by the Customer against either being lost or stolen.
- (c) The amount of any cheque transaction shall be debited from the Account within the normal clearing cycle (usually 5 Business Days).
- (d) We will not normally pay a cheque which is more than 6 months old. We will not be liable to you for any loss or expense you may incur as a result of having paid the cheque.
- (e) If the cheque book is lost / stolen or mislaid, the Customer shall immediately notify us in the manner specified in Condition 15(e) of the General Conditions.

## 9 CARDS

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

## 10 MINORS

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

## 11 THIRD LEVEL STUDENT CURRENT ACCOUNT

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

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

the 15th August 2010 and 5 years has elapsed since the date of opening of the account or, if earlier, you cease to be a full time third level student, your Student Current Account will convert to a personal current account available at that time subject to the terms and conditions of that Account.

- (c) We will give you 2 months prior notice to the conversion from a Student Current Account to a personal current account available at that time subject to the terms and conditions of that Account where the Student Current Account is opened after the 15th August 2010, where the conversion takes place in the circumstances set out in Condition 11 (b) (i).
- (d) Where your full time third level education extends beyond five years the period may be extended with our agreement for a further period.
- (e) To open the Student Current Account, you are required to provide evidence in writing of enrolment in a full time third level educational course at an Approved Institution, which includes full time postgraduate studies with a minimum duration of one academic year. You may from time to time be required to produce evidence of attendance in full time third level education at an Approved Institution.
- (f) You may only have one Student Current Account at any time and the Account must be in your sole name.
- (g) You as the Student Current Account holder are entitled to claim an exemption from certain fees and charges set out in Condition 9 of the General Conditions. You must request the exemption at the time of opening of or conversion to, a Student Current Account and for certain transactions/services you must also request the exemption at the time of the transaction/service (for example purchase/sale of bank drafts, foreign cheques and notes).

## 12 BASIC PAYMENT ACCOUNT

In addition to the General Conditions, Current Account and Open24 Conditions outlined in our General Conditions, the following terms and conditions apply a basic payment account (the "Basic Payment Account"):

- (a) You must be 18 years of age or over to apply to open the Basic Payment Account.
- (b) You must be legally resident in the European Union ("EU");
- (c) You must complete a declaration in the form prescribed by us wherein you declare that at the time of application;
- (i) you do not otherwise have a payment account with a credit institution(s) operating in the State; or
- (ii) you have a payment account with a credit institution(s)

operating in the State and you have received notice in writing from that credit institution that such account(s) will be closed and you have provided proof of this intended closure. We may require satisfactory evidence that the account has been closed.

- (d) You may hold only one Basic Payment Account, either in your sole name or jointly with another person who is eligible to hold a Basic Payment Account.
- (e) You have the right to convert this Basic Payment Account to another Current Account should you require. The Bank's terms and conditions for Current Accounts will then apply. This means that you will be subject to that Current Account's conditions and to the fees and charges set out in the Fees Booklet then applicable to that Current Account.
- (f) Your Basic Payment Account will be reviewed annually on the anniversary of the opening date of the Basic Payment Account. You may be required to provide a declaration that you continue to be eligible for this Basic Payment Account.
- (g) If the total annual amount of lodgements to the Basic Payment Account exceeds the equivalent of the national minimum hourly rate of pay applicable at the date of review of the Basic Payment Account multiplied by 2,080 (the figure of 2,080 being based on working a 40 hour week for 52 weeks of the year), charges will be applied to this Basic Payment Account or the Basic Payment Account will be converted to another Current Account with the Bank. You will be provided with a two month notice period prior to this change taking place. Your letter of notice will include a list of fees applicable under your new account type.
- (h) Upon the expiry of a period of five years from the opening date of the Basic Payment Account, charges will be applied to this Basic Payment Account or the Basic Payment Account will be converted to another Current Account with the Bank. You will be provided with a two month notice period prior to this change taking place.
- (i) In the case of a jointly held Basic Payment Account the requirements in (e), (f) and (g) above will apply to the Joint Account and not individually to each Joint Account Holder.
- (j) Standing Orders and Direct Debits may be set up with the Basic Payment Account and direct credits may be received to the Basic Payment Account. The Basic Payment Account also provides access to Open24 Service for telephone and online banking. We shall provide statements related to the Basic Payment Account to you in electronic format (e-Statements) or if you require your statement to be issued in paper form you can request it in your local branch. We shall also issue to you a Visa Debit Card with a point of sale and a Contactless Transaction facility.

- (k) We may terminate the Basic Payment Account immediately in the case of (i), (ii) and (iii) below and by providing two months' notice in the case of (iv), (v) and (vi) if at least one of the following occurs:
  - (i) The deliberate use of the Basic Payment Account for any illegal purpose;
  - (ii) Termination of the Basic Payment Account is necessary in order to comply with obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as may be amended replaced or superseded);
  - (iii) If the information that you have provided in order to obtain the Basic Payment Account was incorrect with the effect that you are not entitled to obtain the Basic Payment Account;
  - (iv) You have not used your account to perform any transaction for more than the previous 24 consecutive months;
  - (v) If you are no longer legally resident in the EU; or
  - (vi) If you have since the date of opening the Basic Payment Account opened another payment account in Ireland which allows you to avail of the services such as those set out above.
- (e) Your Spend and Save Rewards on eligible transactions will be paid into your Explore Account, unless you request that your Spend and Save Rewards are paid into another permanent tsb Account, as permitted by us for receipt of Spend and Save Rewards. You can nominate such other permitted Account either online through the Open24 Service or through your branch. You are responsible for ensuring that the correct Account details are entered online via the Open24 Service or through your branch.
- (f) Spend and Save Rewards arising from Eligible Debit Card Transactions shall accrue at such fixed amount per Eligible Debit Card Transaction as may be specified on our Website from time to time. We may change the fixed amount from time to time on not less than 30 days' notice, Notice will be given on our Website and / or via such other medium as we may choose.
- (g) Your Spend and Save Rewards arising from Eligible Debit Card Transactions shall be capped at €5 per month (or such other amount as we may notify to you from time to time, on our Website and / or via such other medium as we may choose, on not less than 30 days' notice) for each Explore Account, including where that Explore Account is a Joint Account.
- (h) Spend and Save Rewards arising from Participating Merchant Offers shall not be subject to any cap, unless we notify you, on our Website and / or via such other medium as we may choose, of a cap from time to time. We will give you not less than 30 days' notice of the imposition of or any change to a cap on such Spend and Save Rewards.

### 13 EXPLORE ACCOUNT

- (a) Only personal Customers over the age of 18 are eligible to open, or convert an existing current Account to an "Explore Account from permanent tsb" (an "Explore Account").
- (b) Where you convert an existing current Account to an Explore Account, you will retain your existing Account number. The option to convert is irreversible, and if you do choose to convert to an Explore Account, you will not be permitted, under any circumstances, to reconvert to your previous current Account product. On conversion to an Explore Account, you will become liable to pay the fees associated with the Explore Account as set out in the Fees Booklet and our Website, notwithstanding any previous waiver of fees or charges applicable to your Account. The Explore Account is subject to monthly fee for maintaining the account, as specified in the Fees Booklet and our Website, which is unrelated to the Spend and Save Rewards, and which will apply irrespective of the level of activity on your Explore Account.
- (c) Explore Accounts are not eligible for credit interest, and the provisions of Condition 6 of these Current Account Conditions shall not apply to Explore Accounts.
- (d) Where you open or convert to an Explore Account, you may be eligible for Participating Merchant Offers from Participating Merchants.
- (i) Statements will only be provided on the Explore Account in an electronic form, that is, in the form of an eStatement (see eStatements in Condition 14 of the Open24 Conditions). eStatements are a requirement of the Explore Account and you must be registered for the online services of our Open24 Service to view them. By opening or converting to an Explore Account in accordance with this Condition 13 of the Current Account Conditions, you consent to receive statements on your Explore Account electronically (i.e. through eStatements) online via the Open24 Service.
- (j) We reserve the right to close your Explore Account in the event that we are of the reasonable opinion that the Explore Account is being abused. Without limiting the foregoing, we may close your Explore Account if you seek to take advantage of any mistakes, loopholes or flaws in Eligible Debit Card Transactions or the Participating Merchant Offers or otherwise seek to gain a financial advantage.
- (k) We reserve the right to make available, on or via our Website, details of additional, ad hoc offers and / or competitions, operated by us and / or Participating Merchants, which may be made available to Customers with an Explore Account. Such offers and competitions

will be subject to separate terms and conditions and where you decide to participate in any such offer or competition, it is your responsibility to read and understand the applicable terms and to ensure that participation is suitable for you.

#### **14 CLAWBACK, CANCELLATION AND SET-OFF OF SPEND AND SAVE REWARDS**

- (a) We may cancel or reclaim from your Account any Spend and Save Rewards where you have reversed, cancelled or terminated a Direct Debit or other transaction giving rise to the Spend and Save Rewards. We further reserve the right to cancel or reclaim any Spend and Save Reward arising from a Direct Debit if that Direct Debit has been returned (for whatever reason).
- (b) On closure of your Explore Account, for whatever reason, in accordance with these Conditions, or on conversion of your Explore Account to another account type, you will lose your entitlement to any Spend and Save Rewards which are pending but which have not yet been credited to your Account.
- (c) We reserve the right to offset any fees owing in respect of any of your Accounts against any amount due to you in connection with a Participating Merchant Offer, including by cancelling or reclaiming any Spend and Save Rewards to which you are entitled.

#### **15 PARTICIPATING MERCHANTS**

- (a) Details of the identity of the Participating Merchants, the Participating Merchant Offers and any terms and conditions attaching to such Participating Merchant Offers, including without limitation the period during which the Participating Merchant Offer is available, will be available on or via our Website. It is your responsibility to read and understand the terms on which any Participating Merchant Offer is made, and to ensure that the Participating Merchant Offer is suitable for you.
- (b) Where our Website allows you to link to Participating Merchant websites, your access to such websites is at your own risk and will be subject to the terms, conditions and policies applicable to such websites. We are not responsible for the availability of such websites, and are not responsible or liable for any content, advertising, products or other materials on or available from such websites.
- (c) We have no liability for the acts, omissions or defaults of Participating Merchants or for any goods or services which you acquire from or through Participating Merchants, and the terms on which you acquire such goods and / or services shall be a matter entirely between you and the relevant Participating Merchant.
- (d) Participating Merchants and Participating Merchant Offers may vary from time to time, and any

Participating Merchant Offer may be suspended and / or amended without notice. Details of any suspension or amendment will be posted on our Website and / or via such other medium as we or the relevant Participating Merchant may choose.

- (e) Participating Merchants and Participating Merchant Offers may be withdrawn or cancelled on not less than 30 days' notice which will be posted on our Website and / or via such other medium as we or the relevant Participating Merchant may choose. For existing Customers with an Explore Current Account, any withdrawal or cancellation of a Participating Merchant Offer shall apply from the end of the relevant notice period whether or not you have availed of the Participating Merchant Offer prior to the end of the relevant notice period, unless otherwise specified in the notice. Cancellation of a Participating Merchant Offer shall apply with immediate effect for Customers that open an Explore Current Account after the commencement of the relevant notice period.

#### **16 VISA CASHBACK**

- (a) Visa Cashback will only be available to you if you agree to register your Visa Debit Card or Visa Credit Card with Visa and you agree to abide by the terms and conditions applicable to the Visa Cashback Programme (go to [www.permanenttsb.ie/gorewards](http://www.permanenttsb.ie/gorewards) for more information). For the avoidance of doubt, while our Website will contain a link to the Visa website to facilitate you in registering your Debit or Credit Card with Visa (if you so choose), the terms and conditions applicable to the Visa Cashback Programme shall apply as between you and Visa, and not between you and permanent tsb. It is your responsibility to read and understand such terms and conditions, including the terms and conditions applicable to the security and use of your information and personal data by Visa (which may include analysing your spending habits). Go to [www.permanenttsb.ie/gorewards](http://www.permanenttsb.ie/gorewards) for more information. We may receive information from Visa in connection with your participation in and payments arising from, Visa Cashback. Any complaints you may have in relation to the Visa Cashback Programme should be directed to Visa.
- (b) On closure of your Current Account or Credit Card, for whatever reason, in accordance with these Conditions, you will lose your entitlement to any Visa Cashback amounts which are pending but which have not yet been credited to your Account.
- (c) Visa cashback credited to your Credit Card will not contribute towards payment of the total outstanding bill or minimum amount due.

#### **17 VISA PARTICIPATING MERCHANTS**

- (a) Details of the identity of the Visa Participating

Merchants, the Visa Participating Merchant Offers and any terms and conditions attaching to such Visa Participating Merchant Offers, including without limitation the period during which the Visa Participating Merchant Offer is available, will be available on or via our Website. It is your responsibility to read and understand the terms on which any Visa Participating Merchant Offer is made, and to ensure that the Visa Participating Merchant Offer is suitable for you.

- (b) Where our Website allows you to link to the Visa website and / or to Visa Participating Merchant websites, your access to such websites is at your own risk and will be subject to the terms, conditions and policies applicable to such websites. We are not responsible for the availability of such websites, and are not responsible or liable for any content, advertising, products or other materials on or available from such websites.
- (c) We have no liability for the acts, omissions or defaults of Visa Participating Merchants or for any goods or services which you acquire from or through Visa Participating Merchants, and the terms on which you acquire such goods and / or services shall be a matter entirely between you and the relevant Visa Participating Merchant.

## CREDIT LIMITS / OVERDRAFTS

### Terms And Conditions

#### 1 SCOPE

The terms and conditions set out in this section (the 'Facility Conditions') apply to any overdraft facility where approved on your Account (a 'Facility') and constitute a separate agreement from the rest of the Conditions. The General Conditions, to the extent applicable, are deemed to be incorporated into these Facility Conditions. We may terminate any Facility in accordance with these Facility Conditions without terminating any other product or service we provide to you. If there is any conflict between these Facility Conditions and the General Conditions, these Facility Conditions will prevail.

#### 2 FACILITY

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

#### 3 VARIATION OF CREDIT LIMIT

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

#### 4 REPAYMENT

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

#### 5 EXPIRY

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

#### 6 RIGHT OF WITHDRAWAL

In addition to your contractual right to terminate this Facility at any time in accordance with Condition 5 of the Facility Conditions, you also have the right under applicable law to withdraw from the Facility within 14 calendar days (the 'withdrawal period') of concluding the Facility agreement or receiving it or a copy of it (whichever is the later).

If you withdraw from this Facility within the withdrawal period you must repay, within 30 days of dispatching notice to us of your withdrawal, the amount borrowed with interest to the date of repayment. If you do not exercise your right of withdrawal the terms of this Facility will continue to apply.

#### 7 INTEREST

Interest will be payable on the cleared daily debit balance under the Facility at the applicable interest rates as varied from time to time at our discretion and will be debited to your account quarterly in arrears and on final payment. Interest will accrue from day to day and be calculated on the basis of the actual number of days elapsed and a 365 day year or 366 day in a leap year (i.e. interest is calculated daily on a 1/365 day basis,



except in a Leap Year where the 1/366 day basis is used).

Details of interest rates are available on our Website and in-branch. Changes to such interest rates will be notified to you in accordance with Condition 21(d) of the General Conditions. In addition to debit interest, a surcharge will apply to any drawings under the Facility in excess of the prevailing credit limit, this is otherwise known as an unauthorised overdraft. Any surcharge arising will be calculated and debited to your Account in the same manner as interest at the Bank's surcharge interest rate as applicable from time to time.

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

## **8 SECURITY**

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

## **9 FEES AND EXPENSES**

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

## **10 MINIMUM CREDIT PERIOD**

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

## **11 SET OFF**

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

## **12 STATUTORY RIGHTS**

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

## **13 SPECIAL CONDITIONS**

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

## **14 JOINT AND SEVERAL LIABILITY**

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

## **15 ASSIGNMENT**

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

## **16 CORRESPONDENCE**

A copy of the Facility Conditions is provided to each of the other contracting parties, namely all Joint Account Holders and any guarantors.

## **17 NOTICES**

We can serve notices or demands relating to the Facility on you in a number of ways. We may deliver a notice or demand to you in person. We may also leave it at, or post it to, your last known address. If we leave a notice or demand at your last known address, you will be considered to have received it when we deliver it. If we post it to you, you will be considered to have received it two days after it was posted, even if it was not in fact delivered or it is returned undelivered, provided we can show it was properly addressed and was posted.

## **18 AMENDMENT**

These Facility Conditions shall continue to apply to your Facility unless and until altered by us in accordance with this Condition. Changes in interest will be made in accordance with Condition 7 of these Facility Conditions.

We may notify you of any changes to these Facility Conditions in accordance with Condition 21 of the General Conditions.

# OPEN24 SERVICE

## Terms and Conditions

### 1 SCOPE

The terms and conditions in this section (the 'Open24 Conditions') apply to the use of the Open24 Service and / or the App and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated into and form part of the Conditions and any relevant Agreement between us for the Open24 Service and the App. In the event of any inconsistency or ambiguity between the General Conditions and the Open24 Conditions, the Open24 Conditions shall prevail.

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

- (a) The Open24 Service access may be granted to Customers who:
  - (i) have reached an age in accordance with legal and regulatory rules. This will be indicated at Account opening;
  - (ii) if they wish to avail of credit facilities, are aged 18 years or over;
  - (iii) have requested registration and complied with our registration process;
  - (iv) have satisfied any applicable authorisation and/ or security requirements;
  - (v) have received from us or created Security Credentials in accordance with the Operating Instructions;
  - (vi) have registered a Registered Device with us (which is required if you wish to use certain Channels or certain functionality through our Open24 Service or App). Please see the Website for further information.
- (b) We may in our absolute discretion, without assigning any reason, refuse to accept a request for registration.
- (c) The following Conditions govern the use of the Open24 Service and each User shall be bound by them.
- (d) The User undertakes to comply strictly with these Conditions and the Operating Instructions (which are designed to minimise the risk of unauthorised use of the Open24 Service).

(e) The Open24 Service may be accessed and utilised via such Channels as we may from time to time designate. The Open24 Service may only be accessed and utilised in accordance with the Operating Instructions and these Conditions.

(f) Our App is a Channel for accessing our Open24 Service. You will only be able to use the mobile banking functionality of the App if you are a Customer of the Bank, you have a Registered Device and you have registered to use our Open24 Service. All use by you of the App is at your own risk, and you assume complete responsibility for, and for all risk of loss resulting from, your installation and / or use of the App.

### 3 AUTHORITY TO BANK

- (a) You authorise and instruct us to act on all instructions and requests that are received through the Open24 Service provided the instructions and requests are made by use of your Security Credentials or are made by a TPP. Although we may from time to time require other additional means of personal identification, we shall not be obliged to do so and we may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.
- (b) You must notify us without undue delay on becoming aware of the loss or theft of any of your Security Credentials. We will consider whether there has been undue delay in accordance with Condition 17(c) of the General Conditions.
- (c) A customer service adviser may decline to act on any instruction or request for information received through the Open24 Service when providing assistance to a User to access and / or use the Open24 Service if the customer service adviser believes that the Open24 Service is being accessed and / or used in an irregular or unauthorised manner but we shall not be liable for any failure on the part of a customer service advisor to do so. Instructions or requests received through the Automated Self Service System will normally be processed automatically. However, if during such processing we believe that the instruction or request is irregular or unauthorised, we may terminate such processing.
- (d) We may decline to act on any instruction or request until it has been confirmed in writing and signed by you. We reserve the right to not act on any instruction or request received otherwise than by means of a Channel authorised in respect of the Account in question.

### 4 OBLIGATIONS OF USERS

- (a) The User shall provide and maintain at the User's own expense any Devices needed to access the Open24 Service and shall ensure that such Devices satisfy all

technical and other requirements specified by us in the Operating Instructions.

- (b) The User is responsible for disconnecting and clearing any information from any Device used to access the Open24 Service before leaving such Devices unattended.
- (c) The User shall delete from the memory of any Device any Security Credentials that are received directly from the Bank. The User should memorise such numbers before deleting them from the Device. In the case of the number being forgotten, a new number can be requested through the Open24 Service via the Website or the App. We shall not be liable for any loss or damage arising out of or in connection with the failure of the User to delete the Security Credentials from the Device upon receipt of same.
- (d) Information received by SMS from us will be stored on the relevant mobile Device until such time as a subsequent SMS is received from us or the User deletes the SMS, whichever occurs earlier. Accordingly, the User acknowledges that the User is solely responsible for maintaining the confidentiality and security of the Device and any such SMS after receipt. We shall have no liability to the User in respect of disclosure of any SMS after receipt.
- (e) The User shall ensure that all instructions given by the User to us through the Open24 Service are accurate and complete and (where applicable) prior to confirming any such instruction, shall ensure that the instruction as relayed back to the User for the purpose of confirmation through the Open24 Service is that which the User intends. These instructions may include providing all necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified. The User is solely responsible for the accuracy of each instruction. Subject only to Condition 22 of the General Conditions, we are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which the User gives us. Where the User gives us inconsistent instructions (for example, where the receiving bank's Unique Identifier and its name and address details do not match) we shall not be liable for acting or not acting in accordance with any part of those instructions.
- (f) The Customer on the Account accessed and used through the Open24 Service will pay all applicable transactional fees and charges from time to time payable for services provided through the Open24 Service in accordance with the Fees Booklet from time to time applicable. All costs incurred by the User in accessing and utilising the Open24 Service or the App including the cost of telephone calls and Internet access shall be at the User's expense.

## 5 NORMAL CONDITIONS CONTINUE TO APPLY

The Open24 Service is a method of accessing and utilising services provided by us. Accordingly, save to the extent that these Conditions provide otherwise, all mandates relating to the Accounts and all Conditions applicable to the Accounts remain in full force and effect. In particular:

- (i) the User may not use the Open24 Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Failure to do so may result in a delay in the execution of the instruction or, at our discretion, a charge payable by the User to us;
- (ii) the User may not use the Open24 Service to create any indebtedness to us or cause any overdraft or other limit to be exceeded unless we have previously agreed that indebtedness or limit.

## 6 AVAILABILITY OF SERVICES

- (a) Although it is our intention that the Automated Self-Service System will be available to Users **24** hours a day 365 days a year and that customer service advisers will be available at the times indicated on the Website, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within our control or not) some or all of the Services normally available through the Open24 Service will not be available. Accordingly, we may from time to time, without incurring any liability to the User, temporarily suspend any or all of the Open24 Service for such periods as we shall determine.
- (b) We shall, on giving not less than 2 months' notice to Users, be entitled to terminate permanently the Open24 Service or any element thereof.
- (c) We may from time to time add to, withdraw, suspend, amend or otherwise alter all or any of the Services, which may be accessed and utilised through the Open24 Service. Details of the Services available from time to time will be given in the Operating Instructions and on the Website. We may amend, supplement or replace the Operating Instructions from time to time.

## 7 FEES AND CHARGES

We shall be entitled to charge transaction fees and charges to Customers utilising the Open24 Service and from time to time to alter such fees and charges. Full details of all fees and charges from time to time payable by Customers for utilising the Open24 Service are available at any branch of the Bank, via the Open24 Service or the Website and in the Fees Booklet. We may debit the relevant Account with any fees and charges payable by a Customer for utilising the Open24 Service in respect of that Account.

## 8 ACCOUNT BALANCE INFORMATION

- (a) While we currently operate a real-time on-line system, which enables immediate updates to Accounts, the time necessary to complete the processing of instructions and requests may vary depending on whether they can be immediately processed and the nature of the instruction or request. Accordingly the User acknowledges that account balance information given through the Open24 Service is as up-to-date as our systems permit at the time of the User's enquiry but it may not reflect transactions that are in hand, but which still have to be processed or verified. For example, it may take account of a cheque which has been lodged to the Account but which has not yet cleared, if that cheque is returned unpaid we will debit the Account with the amount of the cheque. We will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.
- (b) Any loan Account balance provided through the Open24 Service may not represent the total amount required to settle that loan Account.

## 9 DEATH OF A USER

Notwithstanding the death or incapacity of a User, we shall be entitled to provide all information requested and execute all instructions given through the Open24 Service with the use of that User's Security Credentials until we have received actual written notice of such death or incapacity.

## 10 JOINT ACCOUNTS

Where an account is a Joint Account it may be accessed through the Open24 Service. If the mandate for the Joint Account allows us to act on instructions given by two or more of the Joint Account Holders, then it may be accessed, but no transaction can be initiated, through the Open24 Service.

## 11 TERMINATION

- (a) We reserve the right to terminate the entitlement of any Customer or User to access and utilise the Open24 Service by notification to the User:
- (i) at any time subject to giving at least 2 months notice to the User;
  - (ii) forthwith on the breach, non-performance or non-observance by the User of any of these Conditions or the Operating Instructions;
  - (iii) on closure of any of the Accounts accessed through the Open24 Service; or
  - (iv) forthwith on the bankruptcy or other contractual incapacity of the User.

- (b) The Customer may terminate its use of the Open24 Service at any time by contacting the bank..
- (c) The Customer may terminate a User's authorisation to use of the Open24 Service on the Customer's behalf at any time and shall procure that the User ceases use of the Open24 Service where the Customer withdraws such authorisation. In the period up to 14 September 2019, where the User is a TPP, the User may still have access to the Customer's online accessible Accounts (including online accessible Joint Account(s)) unless the Customer changes its Open24 details through Open24 or by contacting us by phone. We will continue to act on the instructions of any TPP unless you have demonstrated to us that you have instructed the TPP to cease using your Account. Further details are available on our Website.

## 12 THE WEBSITE AND APP

- (a) The Customer and each User acknowledges that his or her use of the Website and / or the App is subject to the other legal terms and conditions governing the use of the Website or the App as posted on the Website and / or the App from time to time under 'Legal Information' and agrees to be bound by same.
- (b) The Customer and each User acknowledges that his or her use of the Website and / or the App is subject to the description of the uses and purposes of use of the Personal Data as described to him or her when we collect the information via, and as set out on, our Website and App.

## 13 SECURITY RISKS

- (a) While we have taken all reasonable security precautions, the nature of communication by the Internet and other electronic means is such that we cannot guarantee the privacy or confidentiality of any information relating to the User passing by such methods. In accessing the Website or using the App and in availing of the Services, the User accepts that communications may not be free from interference by third parties and may not remain confidential. The use of the Website and / or the App is at the User's sole risk.
- (b) The User acknowledges that any SMS it sends to or receives from us must pass through systems operated by mobile communication service providers, and by third party technology providers (each 'Aggregator') routing SMS messages between us and those mobile communications services providers. No message content is captured by the Aggregator. However, the Aggregator will retain information in relation to the time and date of the SMS to or from any Device, as well as the mobile phone number associated with the Device. This information may constitute Personal Data of the User. Any such information will be protected by the Aggregator as confidential information and will

only be used by the Aggregator on our instructions. We will only use such information for the purposes of providing the Open24 Service and / or in the event of a dispute. Our Data Protection Notice can be viewed online at <http://www.permanentsubs.ie/dataprotection>. The User, i.e. the customer acknowledges that their mobile phone number may be used by the Bank in order to send once off passcodes to their Device via SMS for authentication purposes. SMS carriers are not liable for delayed or undelivered messages. Message or data rates may apply to such communications depending on your mobile provider.

- (c) The User accepts that the mobile communications service providers are obliged to store message content for a period of time for legal reasons. This obligation is covered in the terms and conditions of use published by the mobile communications service providers.

## 14 ESTATEMENTS

- (a) An eStatement is a statement issued in respect of the Account by electronic means and may be in a format different from a paper-based statement and may change in format from time to time. Where the Account is used for the purposes of a business, statements will only be issued as paper statements and eStatements will not be issued. Paper statements will be sent to the Primary Address.
- (b) The terms and conditions in this section (the "eStatement Conditions") apply to the issue of electronic statements, i.e. eStatements, on your Account in conjunction with the Open24 Service and (unless otherwise agreed in writing to the contrary) apply in addition to the General Conditions and are deemed to be incorporated and form part of the Conditions and any relevant agreement between us for the Open24 Service. In the event of any inconsistency or ambiguity between the General Conditions and the eStatement Conditions, the eStatement Conditions shall prevail. Terms that are used in the eStatement Conditions will have the same definitions as those contained in the General Conditions or Open24 Conditions, if applicable and references in the General Conditions and in the Open24 Conditions to statements will be deemed to include reference to eStatements where appropriate.
- (c) In order to have access to eStatements, you must be a registered user of the Open24 Service and have a Registered Device. We will retain a record of the first occasion on which you view each statement and in the case of a Joint Account, the viewing of a statement by one Joint Account Holder will be deemed to be a viewing by all Joint Account Holders.
- (d) Open24 eStatements will be accessible to you through the Open24 Service for a period of at least 13 months from the date of issue. It is your responsibility to save your eStatement securely should you require a

permanent record.

- (e) When you view your eStatement, the eStatement will be displayed as a .pdf in a pop-up window. It is your responsibility to satisfy yourselves that the computer you use is secure. You must not leave access open to view by third parties and in particular you must not save any eStatement on a computer which is not your own.
- (f) Paper statements will not be available to you where you have access to eStatements save in the circumstances set out in (i) and (ii) below where you are a 'vulnerable consumer' and in such circumstances a paper statement will be issued to you on request. For the purposes of this condition a 'vulnerable consumer' is a natural person who:
  - (i) has the capacity to make his or her own decisions but who, because of individual circumstances, may require assistance to do so (for example, hearing impaired or visually impaired persons); and
  - (ii) has limited capacity to make his or her own decisions and who requires assistance to do so (for example, persons with intellectual disabilities or mental health difficulties).
- (g) Where you have access to an eStatement and you also wish to receive a paper statement, a duplicate statement fee will be applied in accordance with the fees and charges applicable to the Account.
- (h) We will not accept any responsibility for any unauthorised disclosure of or unauthorised access by any third party of the eStatement or where through carelessness or negligence you cause your eStatement to be accessed by a third party.
- (i) We may, at our discretion, at any time and for any reason and without notice suspend your access to eStatements during which time paper statements will be posted to the Primary address.
- (j) We will have no more liability in respect of loss or damage sustained by you, directly and indirectly, arising out of or in relation to the provision by us, or access by you, of eStatements than would be the case if you received paper statements and for the avoidance of doubt the provisions of the General Conditions and the Open24 Conditions relating to the provision of information will apply, with due changes as applicable, to the provision of eStatements.

## 15 APP CONDITIONS

### Definitions:

The '**App Conditions**' mean the conditions of use of the App in this Condition 15 and where applicable the Open24 Conditions.

The App is made available by the Bank. By installing the App on your Device, you are agreeing to the App Conditions as follows:

- (a) You are granted a limited, non-exclusive, non-transferable licence to use the App solely for your own personal, non-commercial purposes. The grant of this limited licence is conditional on your agreement to, and compliance with, all of the App Conditions.
- (b) The App is a method of accessing services and information provided by us. You will only be able to use the mobile banking functionality of the App if you are a customer of the Bank and you have registered to use our Open24 Service.
- (c) All mandates and all conditions applicable to the accounts and services accessible via the App, including without limitation all applicable charges, remain in full force and effect. If there is an inconsistency between the relevant mandates and account conditions, and these App Conditions, the relevant mandates and account conditions will apply. Please visit our Website for further information.
- (d) You acknowledge that information given through the App is as up-to-date as our systems permit at the time of your use or enquiry. We will not be liable for any loss suffered by reason of any information not being accurate or up-to-date.
- (e) You must ensure that all instructions given by you to us through the App are accurate and complete and you are solely responsible for the accuracy of each instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions.
- (f) To ensure the privacy and security of your personal data, you must keep your Device and all Security Credentials confidential and ensure nobody can observe your Device when you sign on to the App. You are solely responsible for maintaining the confidentiality and security of your Device and any information on your Device and / or accessible through the App. We shall not be liable for any loss or damage arising out of or in connection with your failure to maintain the confidentiality and security of your Device.
- (g) All third party costs incurred by you in accessing and utilising the App, including the cost of any Device, data usage, and all text messages and telephone calls, shall be at your expense.
- (h) The information, content, graphics, text, sounds, images, trade marks, service marks, trade names and logos (the "Materials") contained in the App are protected by copyright, trade mark and other intellectual property laws, under national laws and international treaties. Any use of the Materials, without the prior written permission of the Bank, is strictly prohibited. You agree that you will not copy or reproduce, or alter, modify or adapt, in any way, in whole or in part, the App and that you shall not remove or tamper with any copyright or other proprietary right ownership notice in or associated with the App.
- (i) We reserve the right to change the content, presentation, performance, functionality and availability of any part of the App, including the terms, at our sole discretion, and you should check the terms regularly for any changes. We may do so without notice unless we are required by law to give you advance notification. If you do not agree with changes, including the changes to the terms, you should cease to use the App.
- (j) We may from time to time, without incurring any liability to you, temporarily suspend or withdraw any or all of the App functionality for such periods as we shall determine, including without limitation, for technical, security, maintenance, administrative or other reasons (whether within our control or not).
- (k) The App is available to all users "as is" without any representations or warranties of any kind, either express or implied. We make no representations, warranties or undertakings that the App, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. All use by you of the App is at your own risk, and you assume complete responsibility for, and for all risk of loss resulting from, your installation and / or use of the App.
- (l) We cannot guarantee the privacy or confidentiality of any information communicated by mobile, and by using the App you accept that communications may not be free from interference by third parties and may not remain confidential.
- (m) You acknowledge that mobile communications service providers may be obliged to store message content for a period of time for legal reasons. This obligation is covered in the terms and conditions of use published by the mobile communications service providers.
- (n) We may withdraw, suspend or otherwise terminate your access to or licence to use all or part of the App where you cease to be a Customer or Open24 registered user, or if you breach any of the terms. On termination by us of your licence to use the App, you must immediately uninstall the App from your Device(s).
- (o) You may terminate your use of the App at any time by ceasing to use and uninstalling the App.
- (p) The App is controlled and operated from Ireland. The App Conditions shall be governed by and construed in accordance with laws of Ireland, and the courts of Ireland shall have jurisdiction to hear and determine any action or proceedings that may arise out of or in

connection with the terms.

- (q) Any waiver of any provision of the App Conditions must be in writing and signed by us to be valid. Subject to the relevant mandates and account conditions, the App Conditions represent the entire understanding and agreement between us relating to use of the App, and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by both of us.
- (r) The provisions of Condition 14 of the Open24 Conditions in relation to eStatements (as well as the ability to download a list of chosen transactions) will apply where you use the App to obtain access to eStatements. You acknowledge that it is your responsibility to ensure that the Device you use is secure. You must not leave access open to view by third parties and for security reasons you must not share with anybody else. No responsibility will be accepted by us for any unauthorised disclosure of or unauthorised access to your eStatement or where, through carelessness, negligence or otherwise, you cause your eStatement to be accessed by a third party.

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

### **Terms and Conditions**

#### **GENERAL TERMS**

##### **1 SCOPE**

The terms and conditions in this section (the 'Card Conditions') apply to your use of any Cards (excluding credit cards) issued by us and (unless otherwise agreed in writing to the contrary) are deemed to be incorporated into and form part of the Conditions and all relevant

Agreements between us for the Accounts to which such Cards relate. In the event of any ambiguity or inconsistency between the General Conditions and the Card Conditions, the Card Conditions shall prevail.

##### **2 THE CARD**

- (a) The Card has a number of facilities for you including withdrawing cash, making lodgements, making payments and such other facilities or enhancements as may be attached or added to the Card by us from time to time.

- (b) There is a variety of means by which you can authorise such Transactions, these include:
  - (i) authorisation by means of your Card used in conjunction with your PIN for POS (Point of Sale) Terminal transactions or transactions using a Cash Machine;
  - (ii) authorisation by means of your Card number and in some circumstances where required, a security code, VbV/3DS Passcode or codes for Transactions by mail, telephone, internet or using a Secure System;
  - (iii) authorisation by means of your Card and signature where the other authorisation options in this Condition are not available; and
  - (iv) authorisation by means of your Card in a Contactless Transaction.
- (c) Each Card shall be used by the Cardholder only and in accordance with the Conditions as set out herein.
- (d) The Card remains our property, is not transferable and must be returned to us at our request and we may refuse to reissue, renew or replace any Card. It may be retained by us or any person acting on our behalf.
- (e) The Cardholder is responsible for ensuring the correctness and accuracy of all payment instructions and we do not accept any responsibility or liability in respect of same.
- (f) The Cardholder's authority for the issue of the Card shall remain in force until revoked in writing.
- (g) The Card may be cancelled, withdrawn, discontinued or suspended:
  - (i) upon 2 months' notice in writing to that effect being given to the Cardholder by us;
  - (ii) on notice in writing by the Cardholder to us;
  - (iii) by us forthwith upon breach of any of the Conditions where there are serious grounds for doing so and the Account holder is immediately informed;
  - (iv) where the Card Account is closed (for whatever reason);
  - (v) where we are required to do so for legal or regulatory reasons; or
  - (vi) in the event that we are notified or become aware that any of the circumstances in Condition 15 of the General Conditions have arisen, and / or in the circumstances set out in Condition 4 of the Card Conditions.
- (h) The Cardholder shall not use the Card to create any indebtedness to us or cause any limit to be exceeded

unless that indebtedness or limit has been previously agreed by us and is in accordance with the Conditions for the Card Account(s).

- (i) The Cardholder shall not use the Card before or after the period for which it is stated to be valid and shall not use the Card after any notification of its cancellation, suspension, withdrawal or discontinuance is given to the Cardholder by us or any person acting on our behalf.

### 3 OUR OBLIGATIONS

#### We shall:

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

### 4 SECURITY OF CARD

The following provisions in this Condition 4 shall apply in addition and without prejudice to the obligations on the Cardholder under Condition 15 of the General Conditions.

- (a) The Cardholder shall take all reasonable steps to keep the Card safe and shall sign the Card immediately on receipt and shall keep it separate from any cheque book (where applicable) and destroy the PIN immediately on receipt and shall not divulge the PIN, or other Security Credentials linked to the Card to any other person, or note the Security Credentials on the Card or on anything carried or associated with the Card in any form that would be intelligible or otherwise accessible to a third party if access is gained to the Card or Account(s), honestly or dishonestly or in an unauthorised or irregular manner.
- (b) The Cardholder shall notify us of any change of address.
- (c) We may request a Retailer in the course of a Card transaction to retain the Card or cancel the Card (by cutting same into two pieces through the magnetic stripe) and to return it to us where the Card has been reported lost, stolen, mislaid, copied, withdrawn, cancelled or suspended by us in accordance with the Card Conditions or used in breach of Condition 9 of the Card Conditions.
- (d) The obligations of Condition 15 of the General Conditions as applicable to Cards apply to each Customer.

- (e) The liability provisions related to the use of your Card are set out in Condition 22 of the General Conditions.

### 5 AVAILABILITY AND MALFUNCTION OF CARD FACILITIES

- (a) We shall not be obliged to provide Card Facilities at all times or at any particular hours or places. In the event of breakdown or malfunction of any system used or in connection with the Card Facilities or where security so demands in the protection of the Cardholder and / or the integrity of the Card and the Card Facilities, we shall have no liability whatsoever to the Cardholder arising from the breakdown or malfunction, other than as set out at Condition 22 of the General Conditions and shall be entitled to temporarily suspend or decline the Card facilities being accessed for such reasonable period as may be required to remedy the defect or resolve the security risk. We shall not be liable for any delay, suspension or failure in performing any of our obligations in respect of the use of the Card or Card Facilities or for any loss whatsoever arising there from where such delay, suspension failure or loss arises directly or indirectly from an act of God, civil disturbance or industrial dispute.
- (b) We shall only be liable for the direct loss of the principal sum(s) debited to the Card Account and any interest thereon incurred by a Cardholder due to system malfunction of the Card Facility directly within our control. We shall not be held liable for any loss caused by a technical breakdown of the Card Facilities if this was recognisable to the Cardholder by a message on the display of the Device or was otherwise obvious. Our responsibility shall be reduced where the Cardholder has contributed to the fault.

### 6 FEES AND CHARGES

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

The total currency conversion charges applied to



any cross border Card Transaction will be displayed as a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <https://www.permanenttsb.ie/fxcalculator>

## 7 JOINT ACCOUNT HOLDERS

Where the Card Account(s) is/are in joint names, the Joint Account Holders shall be jointly and severally liable for the Card Account(s) and shall remain so liable notwithstanding any cancellation of this Agreement or termination of the mandate for the operation of such Joint Account(s).

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

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

## 8 CASH MACHINE TRANSACTIONS

### (a) WITHDRAWALS

- (i) We shall debit the Card Account(s) of the Cardholder with the amounts of all cash withdrawals where the Cash Machine Transaction is effected by means of the Card except for any disbursements made after the Cardholder has notified us of its loss, theft, mislaying, copying, unauthorised or irregular use subject to and in accordance within the Conditions.
- (ii) A Cash Machine transaction updates a Card Account immediately and it appears on the next statement issued to the Cardholder on the Card Account.
- (iii) Entries in the Card Account(s) of the Cardholder in respect of Cash Machine Transactions shall be treated as valid and will be binding on the Cardholder (and any Joint Account Holders on the Card Account) and us until proved incorrect.
- (iv) The amount of cash which may be withdrawn from a Cash Machine shall not exceed €1500 per day or such other limit as we may fix from time to time. The Cash Machine owner may impose lower limits.

### (b) LODGEMENTS

- (i) The Cardholder may lodge to the Card Account(s) using the Card at permanent tsb only where this facility is available.
- (ii) The provisions of Condition 13 of the General Conditions shall apply in respect of lodgements using the Card.

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

## 9 PAYMENT CARD GUARANTEE – DEBIT CARD TRANSACTIONS

- (a) Subject to the limits set out in Condition 9(b) of the Card Conditions, we guarantee payment of Debit Card Transactions made by the Cardholder using the Card within Ireland if:
  - (i) the Card has not been deliberately altered or defaced in any way;
  - (ii) the Card is presented by the Cardholder to the Retailer, the Debit Card Transaction is effected through a POS (Point of Sale) Terminal and the correct PIN is entered into the terminal; or the Debit Card Transaction is a Cardholder Not Present Transaction; or a Debit Card Transaction Slip is signed in the presence of the Retailer, the signature corresponds with the specimen on the reverse of the Card and is that of the Cardholder named on the Card;
  - (iii) The Debit Card Transaction is completed before the expiry date of the Card; and
  - (iv) The Cardholder authorises, and does not revoke, the Debit Card Transaction in accordance with these Conditions.
- (b) Debit Card Transactions which may be effected by the Cardholder shall be subject to such daily and transaction (number and / or value) limits as shall be specified on our Website from time to time. We may vary these limits, including imposing lower limits at our sole discretion and these will be notified to you from time to time or as may be imposed by the Cash Machine Owner. The amount of cash obtained (if any) in the course of any Debit Card Transaction is limited as specified on our Website from time to time.
- (c) Subject to the limits specified on our Website from time to time, we guarantee payment of Debit Card Transactions made by the Cardholder using the Card outside Ireland if:
  - (i) the Card has not been deliberately altered or defaced in any way.
  - (ii) the Card is presented by the Cardholder to the Retailer, the Debit Card Transaction is effected through a POS (Point of Sale) Terminal and the correct PIN is entered into the terminal; and / or a Transaction Slip is signed in the presence of the Retailer, the signature corresponds with the specimen on the reverse of the Card and is that of the Cardholder named on the Card.
  - (iii) The Debit Card Transaction is completed before the expiry date of the Card.

(iv) The Cardholder authorises, and does not revoke, the Debit Card Transaction in accordance with these Conditions.

(d) The amount of any Debit Card Transactions in a non-participating Euro currency will be converted at a rate of exchange applicable to such currency as set by the converting agent. Exchange rates may fluctuate between the date of the Debit Card Transaction and the date the Debit Card Transaction is actually debited to the Account. You will also be charged an additional commission based on the Euro value of the Debit Card Transaction. The rate of commission for using a debit card for purchases in foreign currency, outside the Eurozone or for non-Euro ATM transactions is set out in our Fees Booklet.

(e) Entries in the Card Account in respect of all Card Transactions will be relevant factors in evidencing such Card Transactions. In the case of a Debit Card Transaction, it is our responsibility to prove that the instruction was accurately authenticated, recorded, entered in the accounts and not affected by a technical breakdown.

If the Cardholder denies that his/her Card and if applicable his/her PIN or other Security Credentials have been used to make a transaction has been incorrectly executed, we shall show by providing an abstract of our internal records that the operation was accurately recorded and entered into the Card Accounts and was neither effected nor affected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar transactions shall be a relevant factor in evidencing that the system was functioning properly.

(f) You may use the Card for the purposes of a Contactless Transaction (subject to the limitations for Contactless Transactions as specified in the General Conditions and as may be altered from time to time and as specified on the Website) but we reserve the right to require that a Contactless Transaction be effected through use of the Chip and PIN at the POS (Point of Sale) Terminal for your security and in such event, you must enter your PIN or other Security Credentials(s) as we may require to complete the transaction.

(g) Subject to Condition 9(f) of these Conditions, where Contactless Transactions on a Card have exceeded the amount per transaction, and / or number of transactions or cumulative amount as specified on the Website from time to time, subsequent transactions will require use of the Chip and PIN.

(h) The total currency conversion charges applied to any cross border Card Transaction will be displayed as a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <https://www.permanenttsb.ie/fxcalculator>

## 10 PAYMENTS

(a) Payments using the Card may not be countermanded by a Cardholder for whatever reason and we may debit the amount of any such payment to the Card Account.

(b) Debit Card Transactions will reduce the available balance on the Card Account, even though the relevant Debit Card Transaction might not yet appear on your statement.

(c) The amount of any Debit Card Transaction will normally be debited to the Card Account within two days following receipt by us of the transaction record from the Retailer. This is the normal time-scale but cannot be guaranteed.

## 11 RETAILERS

(a) We will not be liable for the refusal of any Retailer to accept or honour the Card, in respect of a Debit Card Transaction. This includes circumstances where it is not possible to authorise a Debit Card Transaction whether for systems reasons or because no authorisation signal has been received by us, and circumstances where authorisation is not possible because the Card has been damaged.

(b) We are not liable for any error or omission made by a Retailer through access to the authorisation service.

(c) Where a Retailer becomes liable to make any refund to a Cardholder, we will credit the amount to be refunded only on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer. We will not be responsible for goods and / or services it does not supply and in relation to such goods and services we will have no dealings with a Retailer on behalf of the Cardholder.

# SAVINGS AND INVESTMENT ACCOUNTS

## Terms and Conditions

### 1 SCOPE

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

of Condition 8 (a) to (d) of the General Conditions, in relation to set off of any credit balance to which you are now or hereafter entitled, will apply to the various current accounts and savings and investment accounts offered by us.

## 2 NEGOTIABLE INSTRUMENTS

The provisions of Condition 13 of the General Conditions apply to lodgements to your Account.

## 3 PAYMENT INSTRUCTIONS:

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

## 4 NOTICE OF WITHDRAWAL

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

## 5 INTEREST

- (a) Where the balance in the Account is reduced below the minimum balance applicable to that Account, the interest rate will be that applicable to the then current balance in the Account.
- (b) Interest is calculated on a daily basis on the cleared

balance (i.e. interest is calculated daily on a 1/365 day basis, except in a Leap Year where the 1/366 day basis is used for variable interest rate accounts. For fixed interest rate deposit accounts, interest is calculated on a 1/365 day basis at all times including any leap year. Allowance is not made for cheques lodged until value has been received.

- (c) Details of interest rates are available on our Website and in-branch. Changes to such interest rates will be notified to you in accordance with Condition 21 of the General Conditions.

## 6 CREDIT OF INTEREST

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

## 7 SPECIAL SAVINGS ACCOUNTS

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

## 8 FIXED DEPOSIT ACCOUNTS

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

- (a) You have a choice of investment periods.
- (b) Interest rates are fixed at the start of the investment term and are guaranteed for the duration of the term.
- (c) (i) If instructions are not received by the maturity date applicable to the investment, the investment will be converted to an Instant Access type savings account and thereafter the Account will be subject to the conditions applicable to an

Instant Access Account and the Instant Access Account interest rate will apply until instructions are received from you. The interest rate applicable on the Instant Access Account will be noted on your annual statement and on your pre-maturity and maturity letters.

- (ii) If instructions are not received by us in writing by the maturity date applicable to the investment, the investment will be renewed for a similar period at the interest rate applicable on that date.
- (d) (i) Withdrawals may be made up to 14 calendar days after opening the Fixed Deposit Account or up to 14 calendar days after the maturity date, where the investment is renewed for a further agreed fixed period. At the maturity date of the investment and where no instructions are received by us in writing as to the renewal of the investment with the result that the Account is converted to an Instant Access Account as described in Condition 8 (c) (i) withdrawals may be made at any time, without being subject to any early withdrawal charge.
- (ii) Where your account is expressed as having an 'Access' facility, the provisions of Condition 8 (d) (i) will apply and in addition you may, after the 14 days referred to in Condition 8 (d) (i), make one further withdrawal of such amount as the Bank, at its discretion, may allow without the said early withdrawal charge. Any withdrawal of more than the percentage of the Account balance permitted by the Bank to be withdrawn or any further withdrawal or any closure of the Account after the 14th day of the initial investment date or reinvestment date and before the maturity date of the investment or reinvestment, will result in the said early withdrawal charge being applied.
- (e) Where you request an Account balance to be re-invested at the end of the investment term, the new investment term and the interest rate will be those applicable to the option selected by you at that time.
- (f) Repayment of balances together with accumulated interest, net of appropriate DIRT where applicable, will only be made on maturity of the agreed fixed period or as otherwise confirmed in writing to us.
- (g) Where early repayment is required, the cost of replacing the funds shall be borne by you and subject to a minimum payment of €20 or such other amount as may be determined by us, will be the greater of the amount calculated by the following formula:

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

Where

A is the amount withdrawn, T is the unexpired term

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

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

## 9 BOOSTER BONUS DEPOSIT ACCOUNT

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

- (a) Where no more than two withdrawals (or such other number as we may from time to time decide) from the Account are made in a calendar year (that is, the period from the 1st January, or the initial period from the date of opening the Account if opened after the 1st January, to the 31st December in the same year) an interest bonus will be paid, calculated as a percentage of the amount representing the average daily balance in the account up to the 31st December of each year. The bonus amount will be credited to the account on the 31st December of each year or the first Business Day after that date if the 31st December falls on a non-Business Day. The percentage whereby the bonus is calculated may be varied at our discretion and will be advised to the account holder in the manner described in Condition 21 of the General Conditions. Where more than the specified number of withdrawals within the period, as specified above, are made, no such bonus will be credited to the Account.
- (b) The Account must not be opened or used for business or commercial purposes.

## 10 SAVE2BUY/HEADSTART/MORTGAGESAVER ACCOUNTS

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

- (a) The cleared balance of the Account (excluding interest accrued but not credited) must not exceed an amount as determined by us.
- (b) The Qualifying Period comprises a period of 12 consecutive months from the period the account is opened during which you make Specified Monthly Lodgements to the Account.
- (c) Specified Monthly Lodgement is the amount specified by you when opening the Account and to be lodged monthly. We may require a minimum amount to be lodged.
- (d) You must make the Specified Monthly Lodgement at least 10 times during the Qualifying Period.
- (e) You will be permitted to make two withdrawals within the Qualifying Period provided each withdrawal shall not exceed an amount equivalent to 10% of the cleared balance of the Account at the time of the withdrawal.
- (f) No more than two persons can hold an Account, but the Bank reserves the right to review that number.
- (g) Statements will be issued to you annually and upon the completion of a statement page of an Account.
- (h) You will be entitled to claim certain benefits and discounts as advertised by us from time to time in taking out a home loan with the Bank (subject to normal credit criteria, terms and conditions) provided the foregoing terms and conditions have been fully complied with.
- (i) We shall incur no liability if you do not meet the credit criteria for eligibility for a home loan.
- (j) You are obliged to advise us of all Accounts held with the Bank when applying for a home loan to show entitlement to the benefit of the discounts hereunder.
- (k) The benefits and discounts referred to above apply only to customers who apply for the home loan directly through permanent tsb branches.
- (l) In accordance with the Consumer Credit Act 1995, normal credit criteria applies. Subject to standard terms and conditions. Security is required.
- (m) Where you fail to comply with any of the foregoing terms and conditions for the Account, your entitlement to the benefits and discounts referred to above will, at our discretion, cease and we may either close the Account or transfer the funds into an alternative account which may have a lesser interest rate.
- (n) **HOUSING LOANS UNDER CONSUMER CREDIT ACT 1995**

**WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY**

**LOAN SECURED ON IT. YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED RATE LOAN EARLY (SEE MORTGAGE CHARGES AS SET OUT IN THE FEES BOOKLET). INTEREST ONLY: THE ENTIRE AMOUNT YOU HAVE BORROWED WILL STILL BE OUTSTANDING AND OWED BY YOU AT THE END OF THE INTEREST ONLY PERIOD.**

#### **VARIABLE RATE LOANS**

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

#### **ENDOWMENT LOANS**

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

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

### **11 BONUS INTEREST ACCOUNT**

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

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

In addition to the above Savings Account Conditions (where applicable and with particular regard to Condition 4 of the Savings Account Conditions), the following conditions apply where the Account is a 21 Day Notice Regular Savers Account (the 'Regular Savers Account'):

- (a) Where you open a Regular Savers Account, we will pay interest at the Regular Saver Account rate provided that:
  - (i) You lodge each calendar month an amount, not exceeding a maximum amount (the Maximum

Monthly Amount') as specified by us from time to time (or over such other period as we may specify in which circumstance 'Maximum Monthly Amount' will be deemed to mean 'Maximum Periodic Amount'); and

- (ii) You comply with the account balance requirements at Condition 12 (b) of the Savings Account Conditions below; and
- (iii) Your monthly lodgement(s) (or such other period as we may specify) to the account do not exceed the Maximum Monthly Amount. If at any time a lodgement exceeds the Maximum Monthly Amount or is made in a period longer than one calendar month from the date of the previous lodgement, we reserve the right to transfer the balance in the account and any further lodgements (irrespective of whether such further lodgements comply with this condition as to amount and/ or to the period of lodgement) to a demand deposit account with the Bank and the terms and conditions and the rate payable, thereafter, in respect of such balance and lodgements will be those applicable to this demand deposit account. We will notify you in the event that such transfer takes place.

- (b) Where the Account balance in the Regular Savers Account (excluding interest accrued but not credited) exceeds the account balance amount, set by us from time to time, to avail of the Regular Savers Account rate, as appropriate, then an interest rate lower than the Regular Savers Account rate will automatically apply to the entire balance in the Account, such interest rate to be at our discretion. It is a matter for you to ensure that the Account balance does not exceed this set amount in order to avail of the Regular Savers Account rate. Where the Account balance amount set by us has been exceeded, we will notify you, on the first occasion only that, such balance has been exceeded. You may reduce the Account balance to on or below the set amount so as to avail of the Regular Savers Account interest rate.
- (c) The Maximum Monthly Amount, the Regular Savers Account rate, the set balance amount to avail of the Regular Savers Account rate and the lower rate referred to in Condition 12 (b) of the Savings Account Conditions above will be displayed in the branches of the Bank and on our Website and may be varied from time to time.
- (d) You may open a maximum of two Regular Saver Accounts in your own name or jointly with another or others.

### 13 SAFARI SAVER ACCOUNTS

In addition to the above Savings Accounts Conditions (where applicable) the following conditions apply where

the Account is a Safari Saver Account.

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

### 14 INTEREST FIRST ACCOUNT

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

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

- (i) to repay to the Bank the amount of interest paid to you in respect of the unexpired deposit term, that is the period between the date of the withdrawal and the maturity date of the investment and
- (ii) to pay for the cost of replacing the funds which, subject to a minimum payment of €20 (or such other amount as may be determined by us) will be the greater of the amount calculated by the following formula:

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

WHERE

B is the balance remaining on the account.

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

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

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

you to ensure that the Account balance does not exceed this set amount in order to avail of the Online Regular Saver Account rate. Where the Account balance amount set by us has been exceeded, we will notify you that such balance has been exceeded. You may reduce the Account balance to on or below the set amount so as to avail of the Online Regular Saver Account interest rate.

- (e) The Maximum Monthly Amount, the Online Regular Saver Account rate, the Online Instant Access Account rate, the set balance amount to avail of Online Regular Saver Account rates and the lower rate referred to in Condition 15 (d) above will be displayed in our branches and on the Bank's internet site and may be varied from time to time.
- (f) You may hold only one Online Regular Saver Account and one Online Instant Access Account in your own name.
- (g) Lodgements of cheques or drafts may only be made to permanent tsb, Deposit Services, 56-59 St Stephens Green, Dublin 2 or such other address as may be notified to you from time to time by us. Cheques or drafts drawn on a bank within Ireland have a normal clearing period of 5 clearing business days from the date of lodgement.
- (h) In the case of a lodgement, made to the address referred to at Condition 15 (g) above, of a cheque or draft in a foreign currency or a euro cheque or draft drawn on a bank outside Ireland, the normal clearing period is 25 clearing business days from the date of lodgement.
- (i) (i) For the 'Online Notice Account' you can provide notice of your intention to make a withdrawal by using our internet and telephone banking services. When the specified number of days notice has elapsed you can make a withdrawal(s) of an amount up to but not exceeding the amount for which notice of withdrawal was provided by you.
- (ii) Where the notice of withdrawal has been provided to us by you and this notice period has elapsed, you have up to thirty calendar days in which to make a withdrawal or withdrawals of up to the amount specified in the withdrawal notice.
- (iii) Where you wish to close your Account you are required to provide the required number of days notice of withdrawal of the full balance of your account. When the notice period has elapsed you should contact permanent tsb Deposit Services, 56-59 St Stephens Green, Dublin 2 for closure process requirements.
- (iv) Full or partial withdrawals can be made without the required notice being provided by you and you should use our internet banking service or

## 15. ONLINE DEPOSIT ACCOUNTS

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

- (a) You can only open the Account by using the internet within our Open24 Service and you are a registered user.
- (b) Once opened you can transact on your Account by using our internet and telephone banking services. You cannot transact on the Account by visiting our branches.
- (c) For the 'Online Regular Saver Account' you can lodge each calendar month an amount, not exceeding a maximum amount ('the Maximum Monthly Amount') as specified by us from time to time (or over such other period as we may specify in which circumstance 'Maximum Monthly Amount' will be deemed to mean 'Maximum Periodic Amount'). If at any time a lodgement exceeds the Maximum Monthly Amount, the full lodgement amount will be returned.
- (d) Where the Account balance in the 'Online Regular Saver Account' (excluding interest accrued but not credited) exceeds the account balance amount, set by us from time to time, to avail of the Online Regular Saver Account rate then an interest rate lower than the Online Regular Saver Account rate will automatically apply to the entire balance in the Account, such interest rate to be at our discretion. It is a matter for

contact Deposit Services at the address provided above in (iii) in relation to your request. A charge will be applied which will be based on the sum to be withdrawn and the number of days for which notice has not been given. The charge will be applied at a rate, being the difference between the rate being paid on the Account and the rate one percent below our Flexisaver Account demand rate. Where this results in a charge greater than the rate of interest payable on the Account, the charge will be limited to the rate payable on the Account.

- (v) Where pursuant to these terms and conditions, we are entitled to a period of notice of any withdrawal, in the event of notice of a withdrawal or transfer being given to us, there is a subsequent cancellation of the withdrawal or transfer before payment is made by us or the transfer effected, a full period of notice will be required in relation to any subsequent withdrawal and any previous notification shall be deemed to have no effect.

- (j) (i) For the 'Online Fixed Account' you may have a choice of investment periods.

- (ii) Interest rates are fixed at the start of the investment and are guaranteed for the duration of the term.

- (iii) At maturity your investment will be renewed for a similar period at the interest rate applicable on that date. You may choose to review our other online account options available.

- (iv) Repayment of balances together with accrued interest, net of appropriate DIRT where applicable, will only be made on maturity of the agreed term or as otherwise confirmed in writing to us.

- (v) Withdrawals may be made up to 14 calendar days after the Account opening or up to 14 calendar days after the maturity date (where the investment is renewed for a further period) without being subject to an early withdrawal charge as described below.

- (vi) In exceptional circumstances and at our discretion full or partial withdrawal may be permitted prior to the maturity date (you should contact permanent tsb Deposit Services, 56-59 St Stephens Green, Dublin 2 to discuss your request). A charge will be applied on the sum to be withdrawn representing the cost of the funds. The cost of replacing the funds shall be borne by you and subject to a minimum payment of €20 or such other amount as may be determined by us, will be the greater of the amount calculated by the following formula:

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

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

- (vii) In the event that a funding loss is incurred when insufficient interest has accrued on the Account to provide for the loss, we reserve the right to deduct the amount of such funding loss from the balance in the Account and the balance in the Account may be reduced accordingly.

- (viii) Lodgements cannot be made to the Account balance unless deposited within 14 calendar days after Account opening or maturity date (where the investment is renewed for a similar period).



# **PERSONAL & BUSINESS BANKING CHARGES**

## INTRODUCTION

This brochure provides full details of account and service fees and charges and explains how these charges may affect you.

You may be eligible for exemption from certain fees and charges. The eligibility criteria for fee and charge exemptions are contained in this brochure.

While the Bank updates customers' records to reflect account and address changes please advise your branch if your details require any further modification so as to ensure all exemptions apply.

Should you have a query on any charge, you should contact your branch or call Open24 0818 50 24 24.

### GOVERNMENT CHARGES

Certain Government charges, which the Bank is obliged by law to collect, are debited from your Account even if you are eligible for exemption from account charges.

Under current legislation, the following Government charges will apply:

Cheques: €0.50 stamp duty per cheque, i.e. €20.00 for each book of 40 cheques issued.

Credit Cards: permanent tsb is obliged to deduct Government Stamp Duty (currently €30 per account) from your Account on the 1st April each year in respect of the previous 12 months or when you close your Account.

Credit Cards:

- Where customers switch accounts they should pay the stamp duty to the old bank or card issuer on closing the account. The old bank or card issuer will request the Stamp Duty in your final statement and will then issue them with a Letter of Closure. This letter will confirm that they have paid the Stamp Duty for the period in question. They are required to present this letter to the new bank or card issuer, who will not bill them for Stamp Duty for that period.
- If customer closes a credit card account during the year and does not switch to a new account a Stamp Duty charge will apply for the account maintained during the preceding year.

### DEBIT CARDS

Usage of your Visa Debit Card will incur a government charge of €0.12 per ATM transaction capped at €2.50 (ATM Facility) or €5.00 (ATM & Debit Card Facility) per annum per card and will be charged to your account for each Card issued on your Account.

Please see [www.Revenue.ie](http://www.Revenue.ie) for more information on Stamp Duty

## ACCOUNT FEES & TRANSACTION CHARGES

Unless otherwise specified, Account fees and transaction charges are debited from your current Account quarterly and cover the previous three month period. Your quarterly statement will detail your fees and charges, pre-notifying you fourteen days prior to debiting your Account.

A monthly or quarterly account fee is charged for maintaining the account and may also cover transaction charges depending on the Account you hold. For transactional charging purposes, lodgement and withdrawal items can be categorised as automated and non-automated transactions.

### Automated transactions are as follows:

- ATM withdrawals
- Debit Card Transactions
- Standing order/Bill payment debits
- Direct debits
- Direct credits
- Telephone and internet banking transactions
- Euro ATM withdrawals within the EU
- Debit Card Transactions within the eurozone

Note – (i) ATM transaction charges will apply on Euro withdrawals outside the EU and on all non-Euro withdrawals at 3.5% of the Euro value of the transaction (min. €3.17 & max. €11.43) and (ii) A fee for using your Debit Card for purchases in foreign currency and on all debit transactions outside the Eurozone will apply at 1.75% of the Euro value of the transaction (min. €0.46 and max €11.43). The amount of the transaction will be converted at a rate of exchange determined by Visa on the date in which the transaction is debited to the account.

The total currency conversion charges applied to any cross border Card Transaction will be displayed as a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <https://www.permanenttsb.ie/fxcalculator>

The percentage markup will be calculated as follows:

$$\text{Visa rate} + \text{PTSB Rate} = \text{Total Conversion Rate Applied Latest ECB Rate}$$

### Non-automated transactions are as follows:

- Counter lodgements & withdrawals
- Cheque/paper debits
- Credit transfers incoming (paper items)

## **HOW TO REDUCE ACCOUNT FEES & TRANSACTION CHARGES**

You can reduce the level of your fees and transaction charges by using the automated transactions whenever possible, rather than non-automated transactions. You may also be eligible for fee and charge exemptions. See the section on Fee & Charge Exemptions for further details.

### **EXPLORE ACCOUNT FROM PERMANENT TSB**

Your Explore Account from permanent tsb is subject to a monthly fee for maintaining the Account, irrespective of the balance on the Account or the amount lodged to the Account on a monthly basis, and will apply irrespective of the level or availability of any benefits, including without limitation Participating Merchant Offers and / or Save and Spend Rewards, offered from time to time in connection with your permanent tsb Explore Current Account.

Your monthly maintaining the Account fee will apply in lieu of a quarterly maintaining the Account fee, and will be applied to your Account on the first Business Day of each calendar month. Other fees applicable to your Account, for example overdraft fees, are additional and may be charged quarterly.

permanent tsb Current Account customers who, from our records are over sixty years of age prior to 13/01/2018 or over sixty six years of age as of 13/01/2018 are exempt from the monthly fee for maintaining the account. Fees and charges will be applied where your Account record does not reflect the above and you must notify the Bank where you wish to seek exemption.

### **EXPLORE ACCOUNT FROM PERMANENT TSB EXPLORE FEES & CHARGES**

Maintaining the Account fee €6 per calendar month

#### **You will not pay for any of the following:**

- Standing order / Bill payment debits-set ups & transactions
- Direct debits-set ups & transactions
- Direct credits-set ups & transactions
- Internal Repayment Order set ups & transactions
- Telephone and internet banking transactions
- ATM-euro withdrawals within the EU
- Debit-transactions within the eurozone
- Statement fee (excluding duplicate statements)
- Counter lodgements & withdrawals
- Cheque/paper debits
- Credit transfers incoming (paper items)

Where the maintaining the Account fee or any other relevant charge (including Government levies) is not collected due

to insufficient cleared funds in the account, the Bank will continue to look for the full charge amount from any funds lodged to the account or otherwise.

In the event that the full charge amount cannot be taken, the Bank may (but are not obliged to) collect partial payment of the charge but will reserve the right to seek the full charge amount.

If payment of the fee for maintaining the Account fee is not received in full when due, the Bank may close the account (but will not be obliged to do so), giving you at least 2 months' notice in writing.

## **OTHER CURRENT ACCOUNTS AVAILABLE**

### **MY CASH ACCOUNT (TEEN ACCOUNT)**

Second level students between the ages of 12 and 18 years of age, who hold a 'My Cash' Account are eligible for fee and charge exemptions (please see the full list of exemptions as outlined in the Fee & Charge Exemption section).

### **THIRD LEVEL STUDENT CURRENT ACCOUNT**

Full time third level students, over the age of 18, who hold a Student Current Account are eligible for fee and charge exemptions (please see the full list of exemptions as outlined in the Fee & Charge Exemption section) for a period of five years only.

### **BASIC PAYMENT ACCOUNT**

With this account, you will not have to pay any maintenance or day-to-day-transactions fees for at least 12 months from when you open the account.

#### **Available to customers who:**

- (i) are over 18 years of age;
- (ii) are legally resident in the EU; and
- (iii) do not hold a Payment Account with a credit institution(s) operating in Ireland.

### **BASIC PAYMENT ACCOUNT FEES & CHARGES**

#### **You will not pay for any of the following:**

- Standing order / Bill payment debits set ups & transactions
- Direct debit set ups & transactions
- Direct credits
- Internal Repayment Order set ups & transactions
- Telephone and internet banking transactions
- ATM - euro withdrawals within the EU

- Debit transactions in Euro within the EU
- Statement fee (excluding duplicate statements)
- Branch lodgement and withdrawals
- Cheque/paper debits
- Credit transfers incoming (paper items)

Government Stamp Duty does apply to the Account.

#### **Additional fees & charges applicable to the Basic Payment Account**

Additional or non-routine fees and charges cover a wide range of services that you may only require occasionally. They are debited from your Basic Payment Account as the service is provided. As such, a pre-notification period prior to charging does not apply.

#### **For the avoidance of doubt**

The Visa Debit card will not work if you do not have sufficient cleared funds in your Account.

You will not be able to avail of a cheque book/overdraft/ credit facility or sweep facility with this Account.

#### **BUSINESS CURRENT ACCOUNT**

A quarterly fee for maintaining the Account of €3.81 applies as well as non-automated transactions which are charged at €0.29 per item. A charge of €0.23 applies to automated transactions with the exception of permanent tsb ATM withdrawals, where a charge of €0.15 applies.

Additional business specific Business Charges apply to certain transactions. Please see page 60 for further information.

Fee and charge exemptions do not apply to non-personal Customers. Registered Charities who hold the 'Business Current Account' that maintain a minimum cleared credit balance of €126.97 or an average cleared credit balance of €380.92 throughout the quarter, are eligible for fee and charge waivers as outlined on page 55. To qualify, the Charity, Social Enterprise or Religious/Community Voluntary Organisation must be registered with the Charities Regulatory Authority or on the Revenue Approved List of Bodies with Charitable Tax Exemption under the Tax Acts.

## **CURRENT ACCOUNTS NO LONGER AVAILABLE**

**Customers may no longer open any of the following accounts. However, if you already have one of these accounts, then the following fees and charges apply:**

#### **PRESTIGE HICA ACCOUNT**

- Prestige HICA does not apply a quarterly fee for

maintaining the Account.

- Transactions are charged at €0.63 with the exception of Debit Card Transactions, Euro ATM transactions within the EU, ATM withdrawals from other banks which are charged at €0.23 per item. A charge of €0.15 applies to permanent tsb ATM withdrawals. The first five transactions are exempt from charging each quarter.

- Effective from 26th September 2006 - personal customers currently do not pay fees relating to their quarterly fee for maintaining the Account, automated or non-automated transaction charges, overdraft set up/renewal fees, standing order and direct debit set up fees, stopped cheque payments and statement fees (excluding duplicates).

#### **FORMER TUSA CURRENT ACCOUNT**

- Tusa Current Account does not apply a quarterly fee for maintaining the account.
- Counter transactions incur a charge of €0.38, while cheques and incoming paper credit transfers are charged at €0.25 per item. Automated transactions are charged at €0.19

Effective from 26th September 2006 - personal customers currently do not pay fees relating to their quarterly fee for maintaining the Account, automated or non-automated transaction charges, overdraft set up/renewal fees, standing order and direct debit set up fees, stopped cheque payments and statement fees (excluding duplicates).

#### **SWITCH CURRENT ACCOUNT**

- No quarterly fee for maintaining the Account
- No overdraft set up or renewal fees
- No fee for standing order and direct debit set ups
- No statement fee (excluding duplicates)

#### **PTSB CURRENT ACCOUNT 1/2/3/4**

A quarterly fee for maintaining the Account of €18.00 applies.

#### **You will not pay for any of the following:**

- Standing order / Bill payment debits-set ups & transactions
- Internal Repayment Order set ups & transactions
- Direct debits-set ups & transactions
- Direct credits-set ups & transactions
- Telephone and internet banking transactions
- ATM-euro withdrawals within the EU
- Debit-transactions within the eurozone
- Statement fee (excluding duplicate statements)

- Counter lodgements & withdrawals
- Cheque/paper debits
- Credit transfers incoming (paper items)

You may be exempt from paying the fee for maintaining the Account by maintaining a daily cleared credit balance of €2,500 throughout the charging quarter (See Note 1 & 2).

Note 1: allowance is not made for cheques, drafts, or other credits lodged until value has been received.

Note 2: Fee exemptions do not apply at account closure.

Please see page 54 for a breakdown of the 4 different charging quarters for the above accounts.

## ADDITIONAL FEES & CHARGES APPLICABLE TO ALL ACCOUNTS

**(unless otherwise stated)**

Additional or non-routine fees and charges cover a wide range of services that you may only require occasionally. They are debited from your account as the service is provided. As such, a pre-notification period prior to charging does not apply except in the case of monthly statements. These fees and charges are as follows::

### BANK STATEMENTS

- Duplicate statement (per page) €2.50

### UNPAID ITEMS

- Cheque, direct debit or standing order presented on your account €10.00
- Cheque lodged to your account €10.00

### PROVISION OF A CHEQUE BOOK FEE

€0.20 per cheque. The full amount is dependent on the quantity of cheques in the book. This charge is in addition to the Government Stamp Duty charge of €0.50 that applies to each per cheque (total charge of €0.70 per cheque). The full charge of a chequebook will depend on the amount of cheques it contains e.g if the chequebook contains 40 cheques, the fee payable will be €28.00 (which includes Government Stamp Duty and €8.00 Provision of a Cheque book Fee).

### PAYMENT SET-UP & TERMINATION

- Standing order set-up €5.00
- Cheque payment stopped €5.00

### SWEEP TRANSFER

Sweep transfer is an optional service whereby funds are transferred automatically from a deposit account designated by you to a Current Account if the overdrawn balance on the Current Account exceeds the agreed/required levels. Sweep transfer offers you the means to reduce the level of charges and overdraft interest. The sweep transfer will take place at the close of business daily. There is no minimum or maximum sweep transfer amount. Sweep transfer fee per item €5.00

### OVERDRAFT FACILITY

- Set up fee (charge will apply when the overdraft is first used) €25.00.
- Annual renewal / review fee (will apply 12 months from the date that the set-up fee was deducted) €25.00.

### EMERGENCY CASH

Emergency Cash is an optional service whereby you can gain access to, or give a third party access to €20, €50 or €100 from your own account via a permanent tsb ATM without the need for a Visa Debit Card.

- There is a charge of €2 applied to your account each time you use this service. This is applied as soon as you authorise this service and regardless of whether the funds are accessed by the recipient, it is debited from your account at the time of each activation of this service.
- If the funds are not accessed within 2 hours of your authorisation, the Emergency Cash Code will expire. The €2 charge will not be refunded.
- The maximum number of Emergency Cash transactions is limited to a maximum of twice in any thirty one day period.

### ATM TRANSACTIONS

- Euro withdrawals within the EU – please refer to your account type for the specific charge applicable.
- ATM transactions are charged on Euro withdrawals outside the EU and on all non-Euro withdrawals at 3.5% of the Euro value of the transaction (min. €3.17 & max. €11.43). This fee is always charged by the Bank for this service

### DEBIT CARD TRANSACTIONS

- No charges apply for using a debit card for purchases in euro.
- Debit Card Transaction charges will apply on all debit transactions outside the eurozone at 1.75% of the Euro value of the transaction (min. €0.46 and max €11.43). This fee is always applied for this service.
- The total currency conversion charges applied to any cross border Card Transaction will be displayed as

a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <https://www.permanenttsb.ie/fxc/calculator>

The percentage markup will be calculated as follows:

$$\frac{\text{Visa rate} + \text{PTSB Rate}}{\text{Latest ECB Rate}} = \text{Total Conversion Rate Applied}$$

## REFERRAL ITEMS

- When cheques or debits are presented for payment and there are insufficient cleared funds at the time of presentation in an account to meet the debit(s), a referral item fee will be applied that day or the next working day.
- Referral item fee – per item €5 (up to €15 maximum a day)

## UNAUTHORISED OVERDRAFTS

Where an account balance exceeds the authorised credit limit, unauthorised overdraft interest is charged on the amount that exceeds the agreed limit. The rate of unauthorised overdraft interest is 12% per annum greater than the Bank's normal overdraft interest rate. Authorised and unauthorised interest is accrued daily and is charged to accounts quarterly, 14 days after being pre-notified.

## QUARTERLY CHARGING PERIOD

Most charges and interest are calculated quarterly in respect of the previous 3 months. Details of any account fee, transaction charge and interest due on accounts where applicable, will be notified by statement before they are deducted from accounts.

### Quarterly charging periods commence on the following dates:

- 1st January, 1st April, 1st July, 1st October for the following accounts: PTSB Current Account 4.
- 25th March, 25th June, 25th September and 25th December for the following accounts: Switch Current Account, Third Level Student Current Account, Prestige HICA, Tusa Current Account & PTSB Current Account 3.

- 25th February, 25th May, 25th August and 25th November for the following accounts: PTSB Current Account 2 and Business Current Account.
- 25th January, 25th April, 25th July and 25th October for the following account: PTSB Current Account 1.
- 4th March, 4th June, 4th September, 4th December for the following account: Explore Account (excluding the maintaining the account fee which is charged monthly).

Where the maintaining the account fee or any other relevant charge (including Government levies) is not collected due to insufficient cleared funds in the account, the Bank will continue to look for the full charge amount from any funds lodged to the account or otherwise.

In the event that the full charge amount cannot be taken, the Bank may (but are not obliged to) collect partial payment of the charge but will reserve the right to seek the full charge amount.

If payment of the maintaining the account fee is not received in full when due, the Bank may close the account (but will not be obliged to do so), giving you at least 2 months' notice in writing

## FEE & CHARGE EXEMPTIONS

- Current Account holders who, from our records are over sixty years of age prior to 13/01/2018, over sixty six years of age as of 13/01/2018 are eligible for fee and charge exemptions each quarter as outlined in the table below. Fees and charges will be applied where your current account record does not reflect the above and you must notify the Bank where you wish to seek exemption. In relation to foreign exchange transactions customers must notify branch staff at the time of transaction of their wish to seek exemption for the above reasons, otherwise a fee will be applied
- Current Account holders who hold a Third Level Student Current Account or a My Cash Account, are eligible for fee and charge exemptions each quarter as outlined in the table below. Fees and charges will be applied where your current account record does not reflect the above and you must notify the Bank where you wish to seek exemption. In relation to foreign exchange transactions customers must notify branch staff at the time of transaction of their wish to seek exemption for the above reasons, otherwise a fee will be applied

## LIST OF FEES & CHARGES EXEMPTED WHEN ELIGIBLE

Exemptions	Current Account Holders aged over 60 years prior to 13/01/2018, over sixty six years of age as of 13/01/2018	Third Level Student Current Account or My Cash Holders	Registered Charities in the Business Current Account
Fee for maintaining the account	✓	✓	✓
Transaction charges*	✓	✓	✓
Statement charges	✓ Including duplicates	✓ Excluding duplicates	✓ Excluding duplicates
Stopped cheque payments	✓	✓	
Provision of a Cheque Book Fee	✓	✓	
Standing order set up fee	✓	✓	
Sweep transfer	✓	✓	
Overdraft set up fee	✓	✓	
Overdraft annual renewal/review fee	✓	✓	
permanent tsb and other drafts	✓	✓	
Travellers cheques	✓	✓	
Purchase or sale of foreign notes/cheques	✓	✓	
Balance certificate/Interest certificate	✓	✓	

\*Excluding (i) ATM transactions where charges will apply on Euro withdrawals outside the EU and on all non-Euro withdrawals and (ii) A fee for using your Debit Card for purchases in foreign currency and on all debit transactions outside the Eurozone.

Please note there are no exemptions for non-personal customers.

## OTHER SERVICE CHARGES

The following service charges are debited from your account as the service is provided. As such, a pre-notification period prior to charging does not apply.

• Character/status enquiry	€6.00
• Credit transfer – outgoing (paper items)	€0.50
• Information on credit agreement other than housing agreement	€2.50
• Management time fee: Where non-standard services are provided the following charge may be levied.	€30.00 max per hr
• Personalised lodgement book	€2.50

• Cheque cashing – non-customer with cheque card	€1.25
• Auditor’s report	€20.00
• Domestic Bank drafts / gift cheques (for use in Rep. of Ireland) (€1.90 + government stamp duty of €0.50)	€2.40
• Balance/Interest Certificate - duplicate/previous year	€3.50
• Replacement of a lost or stolen debit card.	€5.00

## OTHER ACCOUNT FEES

A number of fees and charges apply specifically to certain accounts and services. The following charges apply to the range of other accounts and services available from permanent tsb.

## DEPOSIT/INVESTMENT ACCOUNTS

<ul style="list-style-type: none"> <li>• FIXED DEPOSITS (Excluding Interest First Account) Early withdrawal charge/ funding loss</li> </ul>	<p>The early withdrawal charge is  <b><math>(1\% \times \text{Amount withdrawn} \times \text{Remaining term}) \div 365</math></b>  or  an amount equal to the funding loss (if applicable), whichever is the greater. A minimum of €20 applies. Funding Loss is calculated using the formula  <b><math>(A \times T \times D) \div 365</math> where:</b>  A = the amount withdrawn  T = the remaining term  D = the difference in the prevailing market rate of interest for a term equivalent to the period remaining and the rate applicable at the date of opening the account.</p>
<ul style="list-style-type: none"> <li>• Interest First Account (No partial withdrawals allowed).</li> </ul>	<p>Where an account closure is processed then the amount of interest paid to you in respect of the unexpired deposit term must be repaid.  In addition the following early withdrawal charge will apply:  <b><math>((1\% \times B) \times T) \div 365</math></b>  B is the balance remaining on the account.  T is the unexpired term remaining up to the maturity date in number of days.  or  an amount equal to the funding loss (if applicable), whichever is the greater. A minimum of €20 applies. Funding Loss is calculated using the formula <b><math>(B \times T \times D\%) \div 365</math></b> where; B &amp; T are as defined above.  D= the difference in the prevailing market rate of interest for a term equivalent to the period remaining and the rate applicable at the date of opening the account.</p>
<ul style="list-style-type: none"> <li>• Notice Deposits - where no notice or insufficient notice is given for a withdrawal or transfer</li> </ul>	<p>The early withdrawal charge is applied to the amount withdrawn by the number of days for which no notice has been given and divided by 365. The charge is calculated at a rate, being the difference between the rate applying to the account and a rate one percent below the Bank’s standard demand deposit rate. Where this results in a charge greater than the rate on the account, the charge is limited to this rate.</p>



## TERM LOANS

• Early Closure Fee/ Early Repayment Fee - Variable rate loan	€25.00
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## CREDIT CARD ACCOUNTS

• Unpaid Payment Charge	€10.00	If your payment is returned unpaid, i.e. a bounced cheque or returned Direct Debit, we'll charge an unpaid charge.
• Late Payment Fee	€7.50	If you don't pay at least the minimum payment by the due date, we charge a late payment fee.
• Over Limit Fee	€7.50	When you go over your approved credit limit at any time during your payment cycle, we'll charge an over limit fee. The charge will still apply if you make a payment before the statement date that brings the account back within the agreed credit limit.
• Duplicate Statement	€2.50 per page.	Duplicate Statement Fee: Charge applied on re-ordered copies of statements that have already been received.
• Cash Advance Fee	A fee of 1.5% of the advance amount or €2.00, whichever is the higher, will be applied to ATM advances. This fee is only charged on ATM withdrawals where the resulting balance, prior to charging, is in a debit position.	Cash Advance Fee: Charge applied when cash is withdrawn from a Visa Credit Card Account.
• Non-euro transactions - Currency conversion fee	1.75% of the Euro value of the transaction amount will apply. The amount of the transaction will be converted at a rate of exchange determined by Visa on the date in which the transaction is debited to the account.	Non-Euro Transactions: Currency Conversion Fee when withdrawing cash or making any purchase with a Visa Credit Card outside of the Eurozone. The total currency conversion charges applied to any cross border Card Transaction will be displayed as a percentage mark up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). This information can be accessed on our Website <a href="https://www.permanenttsb.ie/fxcalculator">https://www.permanenttsb.ie/fxcalculator</a>  <u>Visa rate + PTSB Rate</u> = Total Conversion Rate Applied
• Replacement of a lost or stolen credit card.	€5.00	

# MORTGAGES

<ul style="list-style-type: none"> <li>Fixed rate mortgage breakage fee: basis of calculation of funding loss repayable to the Bank arising on switching out of a fixed rate mortgage or on redemption in whole or part</li> </ul>	<p>Whenever (i) repayment of a loan in full or in part is made or (ii) with the agreement of permanent tsb, the loan is switched to a variable rate loan or other fixed rate loan, before expiry of the Fixed Rate period (hereinafter called the “Early Termination”), the applicant shall, in addition to all other sums payable as a condition of and at the time of the Early Termination, pay a sum equal to the permanent tsb’s estimate of the loss (if any) arising from the Early Termination. In the calculation of the said loss, permanent tsb shall endeavour to apply in so far as it is fair and practicable</p> <p>This is how the fee is calculated;  <math>C = (I-S) \times R \times (M-T)/12</math>  “C” is the charge to compensate for the loss (if greater than 0),  “I” is the swap/market fixed interest rate for the term of the Fixed Rate Period at the date of its commencement,  “S” is the swap/market interest rate for the remaining fixed period,  “R”* is the amount of the Fixed Rate loan balance paid or switched at the date of Early Termination,  “M” is the fixed Rate Period (in months) and,  “T” is the time expired of the Fixed Rate Period at the date of Early Termination (in months).  Here is a worked example; “I” = 5%, “S” = 3%, “R” = €100,000, “M” = 24 months, “T” = 12 months.  <math>C = (5\%-3\%) \times €100,000 \times (24-12) / 12</math>  So, <math>C = 2\% \times €100,000 \times 12 / 12</math>  <math>C = €2,000</math></p>
<ul style="list-style-type: none"> <li>Unpaid cheque/returned direct debit</li> </ul>	<p>€10.00</p>
<ul style="list-style-type: none"> <li>Mortgage arrears</li> </ul>	<p>Arrears are any element of a mortgage repayment that have not been made and remain outstanding. Interest at the mortgage rate will be applied to the outstanding balance of your loan which includes any payments missed. This may result in increased cost of credit</p> <p>Customers who are co-operating reasonably and honestly in the Mortgage Arrears Resolution Process (MARP) are exempt from unpaid Direct Debit charges and the transfer fee applicable when a customer switches their loan from variable to fixed rate. More details on the MARP can be obtained from our ‘Mortgage Options for homeowners in challenging times’ brochure or our website</p>
<ul style="list-style-type: none"> <li>Vacate fee</li> </ul>	<p>€35.00</p>
<ul style="list-style-type: none"> <li>Accountable trust receipt (ATR) Fee</li> </ul>	<p>€35.00</p>
<ul style="list-style-type: none"> <li>Legal transfer/partial release fee</li> </ul>	<p>€125.00</p>
<ul style="list-style-type: none"> <li>Re-issue documentation fee</li> </ul>	<p>€3.00</p>

<ul style="list-style-type: none"> <li>• Late payment charge</li> </ul>	<p>Where a mortgage repayment has not been made and any subsequent or current arrears on your loan are not cleared within 10 days of your monthly repayment date, interest is charged on the arrears at the mortgage interest rate. This late payment charge is calculated as one month's interest on the arrears balance and is applied to the outstanding balance of your loan.</p> <p>The late payment charge is represented by the formula below: <math>A \times ((R \div 100) \div T)</math></p> <p>A = Mortgage Loan Arrears  R = Mortgage Interest Rate  T = 12 (i.e. to allow for one month's interest to be charged on the arrears balance)</p>
<ul style="list-style-type: none"> <li>• Property Valuation</li> </ul>	<p>As part of the mortgage application process, a property valuation will be required to be performed by a valuer approved by the Bank. The valuer will charge you a fee for this service, which is payable directly to the valuer and subject to a maximum level. Please ask a member of staff for the appropriate valuer fees</p>
<ul style="list-style-type: none"> <li>• Buy-to-Let Solicitors fee</li> </ul>	<p>A bank solicitor is required, for all Resident and Non-Resident Buy-to-Let mortgages, for loan amounts greater than €75,000. The amount payable, for a standard Buy-to-Let mortgage, is €1,000 plus 23% VAT and outlay. This amount is payable by the Borrower(s) and must be paid directly to the banks solicitor prior to the release of the loan cheque. The amount payable by the Borrower(s) is in addition to the borrower(s) solicitor fees.</p>

\*For the purposes of the above fixed rate mortgage breakage fee worked example, a fixed balance of €100,000 representing the loan balance to be paid or switched at the date of Early Termination is used for "R". In the actual calculation of the fixed rate mortgage breakage fee payable to the Bank, a reducing loan balance approach is used to calculate "R". This approach is used to take into account the fact that, after the switch or Early Termination, the loan balance typically reduces due to scheduled repayments for the remainder of the fixed rate period. The fee calculated using a reducing balance approach will always be lower than the fee calculated using a fixed balance approach. Please contact your local Permanent TSB branch for further information.

## INTEREST CALCULATION

Interest will accrue and be calculated on the daily balance outstanding and a 365 day year or 366 day in a leap year (i.e. interest is calculated daily on a 1/365 day basis, except in a Leap Year where the 1/366 day basis is used).

## 2% MONTHLY CASHBACK

Where you have both a qualifying mortgage and a permanent tsb Explore Account and where the scheduled monthly mortgage repayment is made from that permanent tsb Explore Account, you will receive 2% cashback on the monthly mortgage repayment until 31st December 2027.

The fees and charges applicable to the Explore Account and the Mortgage are as noted in the relevant sections of this booklet. There are no additional costs involved in order to avail of the 2% monthly cashback on your repayment, i.e. no extra cost for having both of these separate products

Where availing of the 2% monthly cashback, you have the right to terminate either or both of the products (these being the permanent tsb mortgage and the Explore Account). Terminating either product will cause the 2% monthly cashback payments to cease.

The Explore account currently incurs a monthly fee of €6 for maintaining the account. Neither this fee, nor the 2% monthly cashback payment are included in the APRC calculations for your mortgage.

### The Explore Account carries with it three specific features;

1. 10c back on Eligible Debit Card Transactions (excluding ATM Transactions);
2. Cashback on bills (when you pay by direct debit with one of our partners);
3. GoRewards in partnership with Visa.

Account partners, features and benefits are subject to change.

The following table offers a comparison of the benefits available to customers who are the holders of both a permanent tsb Explore Account and a qualifying permanent tsb Mortgage.

## BENEFITS COMPARISON

Benefit	Explore Current Account	Qualifying permanent tsb Mortgage	Explore Current Account and Qualifying permanent tsb Mortgage
10c Cashback on all Eligible Card Transactions up to €5.00 per Month	✓	X	✓
VISA Participating Merchant Offers i.e. GoREWARDS	✓	X	✓
Cashback on Partner Bills	✓	X	✓
2% cashback on scheduled monthly repayments of a qualifying permanent tsb mortgage made from an Explore Current Account	X	X	✓

## BUSINESS SPECIFIC CHARGES

• Cash Handling Fee	Note lodgement/withdrawal €0.50 per €100
• Coin lodgement	2% per €100
• Coin withdrawal	2% per €100
• Cash exchanged	€0.60 per €100
• Cheques lodged	€0.19 per item
• Electronic Funds Transfer (EFT) Originator Fee (effective from 1st August 2014)	€0.06 per item

- Business Current Account is our account for non-personal customers
- Business Current Account applies a quarterly account fee of €3.81.
- Non-automated transactions are charged at €0.29 per item. A charge of €0.23 applies to automated transactions with the exception of permanent tsb ATM withdrawals, where a charge of €0.15 applies.
- Fee and charge exemptions do not apply to non-personal customers

## INTERNATIONAL CHARGES

• Buy or sell non-Euro notes	1% Min €1.25 Max. €6.25
• Buy Travellers Cheques Euro	3% Min €2.50 Max. €38.00
Non-Euro	1% Min €1.25 Max. €6.25
• Sell foreign drafts Euro (drawn on a financial institution outside the Republic of Ireland)	3% Min. €2.50 Max. €19.00
Non-Euro	€6.50
• Duplicate foreign drafts-Euro & Non-Euro	€6.00
• Cheque for collection-Euro/Non-Euro	€8.50 Plus Agents fee*
• Unpaid item - foreign cheque-Euro/Non-Euro	€8.50
• Buy foreign drafts & cheques Euro Min Max.	3% €2.50 €38.00
• Non-Euro Min Max.	1% €1.25 €6.25

\* This will be the charge levied by the financial institution on which the cheque is drawn.

## SWIFT/TELEX TRANSFER PAYMENTS

Credit Transfer - <b>Euro and Swedish Krona Payments within the EU</b>	€0.50
Credit Transfer - <b>Payments (other than Excepted Payments below)</b>	€31.50
Where a payment is received without the correct IBAN of the beneficiary and BIC of the beneficiary's bank at the time of or prior to the account holder's instruction to effect the transfer ("Excepted Payments")	€10.00

All SWIFT payments from a permanent tsb account to an account held in the EEA will have the 'SHA' charge option applied. This means that you will only pay the above fee and the payee (receiver of the transfer) will be charged any applicable fee by their bank. Payments to other countries outside of the EEA will have the 'SHA' charge option applied unless you specifically request a different charge option when setting up the SWIFT payment instruction.

Please note where a SWIFT payment is recalled by you, the receiving bank may deduct a charge from the amount sent. You will only be credited with the amount received back.

Prior to initiation of an International SWIFT transaction or where the transaction requires a currency conversion you will be presented with:

- the total estimated charges for the currency conversion services, including;
- the estimated total amount of the transaction -in the currency of your own account
- the exchange rate used

- the transaction fee (if applicable, see above)
- the estimated amount to be transferred to the recipient in the currency used by the recipient

Note: This applies to transfers to EU member states and EEA countries only.

Note: The exchange rate used in transactions with a currency conversion includes a foreign exchange bank margin. This margin is the difference between the Permanenttsb.ie exchange rate and the rate at which we buy and sell currency in the wholesale exchange market

Permanent tsb operate within Foreign Currency Spreads as authorised by the Central Bank as outlined below:

Canada, Swiss, US and EU Currencies other than Norway and Sweden up to 6%

Australia, Greece, Japan, Norway and Sweden up to 8%

Other currencies up to 10%

### **VISA CUSTOMER NOTICE**

Permanent tsb can no longer accept lodgements of foreign currency cheques or Euro cheques from banks outside of Ireland into a permanent tsb credit card account. Customers using this payment method should make alternative arrangements.

Foreign currency cheques or Euro cheques from banks outside of Ireland can alternatively be lodged to any permanent tsb current or savings account.





  
**permanent tsb**  
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