

Terms and Conditions

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Effective from 16th July 2009 until further notice.

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How to Operate and Secure your Current Account / ATM Account

ACCESS TO YOUR ACCOUNT

You may access your account in the following ways:

- By visiting your Branch
- By using ATM services within Ireland and through ATM's outside of Ireland displaying the Cirrus logo
- By writing a Cheque on the account where a cheque book facility is available
- By visiting the Bank's website www.Open24.ie (registration required)
- By contacting our Telephone Banking Service at 1890 500121 (registration required)
- By using the Laser Debit Card, where this facility is provided within Ireland and through ATM's outside of Ireland displaying the Cirrus logo

TRANSACTION DETAILS

Your statement will specifically identify each individual transaction, including any foreign currency transactions made as a result of an ATM transaction not made in euro. Check your account statement regularly. If you have any queries or require clarification, raise these promptly with the branch where you have your account.

SECURING YOUR ACCOUNT, CARDS AND PIN

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

Ensure that 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.

When you receive your card from us (ATM, Laser card), you should sign it immediately and you should immediately destroy all expired cards. When you receive your corresponding Personal Identification Number (PIN), you should memorise it immediately and then destroy any written record of it. You can change your PIN at an ATM. Ensure all Internet access passwords are not shared with anyone.

Ensure that your card is always kept safely and that the corresponding PIN is known only to you. The combination of your card and PIN/Internet password is the key to your account and these should not be given or disclosed to anyone. It is for you and your use only.

	Transactions	Balance Enquiry	Account Maintenance	Bill Pay	Standing Orders Maintenance	Direct Debit Cancellations
Branch	All	Yes	Yes	No	Yes	Yes
ATM	Withdrawals	Yes	No	No	No	No
Laser	Payments /Cashback	No	No	No	No	No
Internet	All	Yes	No	Yes	Yes	No
Telephone	All	Yes	Yes	Yes	Yes	Yes

CANCELLING PAYMENTS

Payments made from your account by way of Standing Order or Direct Debit may be amended or cancelled by giving notice in writing to the Bank or by visiting or calling our Telephone Banking Service. In the case of Direct Debits you should also contact the Originator requesting them to amend the details or cancel the payment.

Cheque payments may be stopped before they have been presented for payment. Such requests should be in writing to the Bank or by calling our Telephone Banking Service. Cheque(s) covered by Cheque Guarantee Card cannot be stopped.

INTEREST RATES

Interest rates on your account may be obtained at any branch of the Bank or by calling Open24 telephone service if you are registered.

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

If your card is lost or stolen, you should immediately notify us using the 24-hour telephone number provided. It is very important that you tell us as soon as you discover the loss or theft, as, you may be liable for some of the spending that arises from the loss, theft or copying of the card in the period before we are notified. If you act fraudulently, knowingly or with gross negligence in relation to the use, loss, theft or copying of the card and/or PIN on your account, as the cardholder you may be liable for all losses.

Make sure that you do not store your cheque Guarantee card and your chequebook together. 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, the Bank may pay them if they are presented before their due date.

Should you access your account via the Bank's Open24 Internet site, you must ensure that your passwords are not revealed to anyone, and that you do not leave the site open if you leave your computer, even for a short period of time. If any of your passwords become known, or you suspect they have become known to others, contact the Bank's Open24 service immediately.

COMPLAINTS PROCEDURE

If you wish to make a complaint, please follow these steps below:

- Raise your complaint at the branch outlet where it arose;
- If dissatisfied with the outcome, you should then raise the issue with the Manager of the Branch;
- If you are still not satisfied put the complaint in writing to our Customer Relations Department, Churchyard Lane, Douglas, Cork;
- If dissatisfied with our decision, submit your complaint to the Ombudsman for Financial Services, whose findings are binding on us.

Where a written complaint is received, at any stage in the process, we will send you a written acknowledgement within five working days following receipt. We will write to you again with our final response or to explain why we need more time to respond, within a maximum of four weeks.

If more time is needed, we will send you our final or other response within a maximum of eight weeks and will tell you how to take your complaint further if you are still not satisfied.

Current Account -

General Terms and Conditions including Terms and Conditions for ATM, Laser Cards incorporating Cheque Guarantee (Please also read how to operate and secure your Current Account/ATM Account)

1. DEFINITIONS

In these Terms and Conditions:

'Account' means a current account (whether carrying a right to a cheque book or not) opened by the Bank for the Customer;

'Bank' means Irish Life & Permanent plc trading as **permanent tsb**, its successors and assigns;

'Group' means the Irish Life & Permanent Group, a financial

services group principally comprising life assurance, banking and personal finance companies;

'Primary Address' means the address of the Customer or, if there is more than one Customer on the Account, the address of the first named Customer on the Account;

'Terms and Conditions' means these terms and conditions, as amended, extended, supplemented or replaced from time to time; and

'Customer' means, a person(s) (whether a natural or legal person) who has/have opened a current account with the Bank and includes the personal representatives, successors and permitted assigns of each such person.

2. INTERPRETATION

- (a) These Terms and Conditions apply to the operation of the various current account products offered by the Bank and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between the Bank and its Customers for such current account products.
- (b) These Terms and Conditions constitute the salient terms and conditions applicable to such current account products. 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) Unless otherwise agreed to the contrary the authorisations, assurances, instructions and confirmations to the Bank from the Customer in any application for an Account shall be deemed to be incorporated in and form part of the agreement for such Account.
- (d) Additional terms and conditions may apply to specific services on an Account where the Bank approves such services for the Account.

3. CUSTOMER INFORMATION

- (a) The Criminal Justice Act (1994) requires the Bank to satisfy itself as to the identity of the Customer before opening an Account or permitting transactions on an Account.
- (b) The Bank shall make such enquiries and/or request such information and/or documentation from the customer as may be required in accordance with Statutory and Bank regulations.
- (c) The Bank will retain the information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account for the purposes of processing the application for the Account, managing and administering the Account and group reporting and analysis. Agents, sub-contractors or other companies in the Irish Life & Permanent Group may process this information on the Bank's behalf.
- (d) The Customer has the right at any time to request a copy of any "personal data" within the meaning of the Data Protection Act 1988 to 2003 (as amended or re-enacted from time to time) that the Bank holds about the

Customer (for which the Bank may charge a small fee) and to have inaccuracies in that information corrected.

- (e) Information concerning the Customer will not be disclosed except where required or permitted by law or with the consent of the Customer, or in accordance with the remaining provisions of this clause.
- (f) Provided the Customer has given consent, the Bank may make such enquiries about the Customer as it from time to time considers appropriate and may provide information provided by the Customer in the application for the Account and any information relating to the conduct of the Account to credit reference agencies.
- (g) Provided the Customer has given consent, information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account may be used by the Bank to:
 - (i) transmit to the Customer information of other products, services, special offers, promotions, competitions of the Bank or of other companies in the Irish Life & Permanent Group or other carefully selected third parties which the Bank thinks the Customer may find of interest; and
 - (ii) provide such information to other companies in the Irish Life & Permanent Group or to other carefully selected third parties so that they can transmit to the Customer details of their products, services, special offers, promotions and competitions.
- (h) The Bank may provide any information concerning the Customer to:
 - (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
 - (ii) any other member of the Irish Life & Permanent Group for group reporting and analysis;
 - (iii) any person with whom the Bank has entered or proposes to enter into contractual relations in relation to an Account or who provides or proposes to provide services to the Bank in connection with an Account and their respective officers, employees, agents and advisers; and
 - (iv) if there is more than one account holder on an Account the other(s) account holders and their respective advisers.
- (i) Where a telephone recording is made you will be notified. The Bank may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes and to maintain quality service standards. Such recordings or transcripts thereof may be used in evidence in any dispute and shall be conclusive evidence.

4. JOINT ACCOUNTS

- (a) Where two or more persons hold an Account, the account holders shall be jointly and severally liable for their obligations to the Bank.
- (b) Where the Account is a joint account and the account holders authorise any number of them to operate the

Account, all acts done under that authority in relation to the Account or any of the services provided now or in the future in connection with the Account and all debts arising on foot of same shall bind all account holders jointly and severally.

- (c) Where the Account is a joint account and, the Bank has notice of a dispute between the account holders, the Bank may cease to permit withdrawals from the Account, and subject to the Bank's discretion, dealing may not be permitted on the Account until the Bank receives a new written mandate from the account holders.

5. NEGOTIABLE INSTRUMENTS

- (a) Bills of exchange, cheques, drafts or other negotiable instruments are accepted subject to examination and negotiation and are transmitted for collection at the Customer's risk. Items credited to an Account may not be drawn against until cleared (that is, until any lodgement made by cheque or similar instrument has been honoured).
- (b) In the event that any item is returned unpaid, the Bank may debit the Account to which it was originally credited and/or any other Account held in the Bank by the Customer.
- (c) In the case of a lodgement made in a branch office of the Bank of a cheque or a draft drawn on a bank within the Republic of Ireland, the normal clearing period is 5 clearing business days from the date of the lodgement.
- (d) In the case of a lodgement in any agency office of the Bank of a cheque or a draft drawn on a bank within the Republic of Ireland, the normal clearing period is 7 clearing business days from the date of lodgement.
- (e) In the case of a lodgment in either a branch office of the Bank or an agency office of the Bank of a cheque or a draft in a foreign currency or a euro cheque or draft drawn on a bank outside the Republic of Ireland, the normal clearing period is 20 clearing business days from the date of the lodgement.

6. TRANSACTION AMOUNTS

Depending on the account type availed of the Bank may place conditions on the minimum balance, maximum balance, lodgement or withdrawal amounts that may apply. In the case of large withdrawal amounts, the Bank reserves the right to make any such payments in the form of a bank draft for security reasons.

7. PAYMENT INSTRUCTIONS

- (a) The Account holder shall be responsible for ensuring the correctness and accuracy of all payment instructions to and from the account. The Bank will have no obligation to check whether the name or other information provided with the payment is correct. The Account holder agrees that any incoming payment to the account is determined solely on the basis of the account number, or International Bank Account Number (IBAN) accompanying the payment. Where the account number or IBAN is incorrectly stated on the payment instruction, the Bank will have no liability for the execution of the payment to that account number or the non-execution of the payment.
- (b) The Bank is authorised to process withdrawals,

payments or other debits from an Account when signed in accordance with instructions held, as amended by the Customer from time to time.

- (c) No cheque or other debit should be drawn on an Account unless at the time of drawing there is sufficient cleared balance available on the relevant Account to meet such cheque or debit.
- (d) The Bank is authorised (but not obliged) to debit any cheques, bills, debits and orders drawn, accepted or made by the Customer, notwithstanding that it may result in the Account becoming overdrawn or any overdraft limit being exceeded.
- (e) The Bank is authorised (but not obliged) to pay post-dated cheques, notwithstanding that it may result in the Account becoming overdrawn or any overdraft limit being exceeded.
- (f) Cheques, bills, debits and orders drawn or made by the Customer may at the discretion of the Bank be returned unpaid without further notice should payment of such items result in the Account becoming overdrawn in excess of any overdraft limit.
- (g) In certain circumstances the Bank may reverse an amount appearing on an account on final posting. Any reference to the balance must be construed accordingly.
- (h) Where a cheque or other payment or withdrawal request is presented to the Bank for payment, the Bank is under no obligation to establish the identity of the payee provided that the Customer's name, account number and signature are consistent with the Account details and mandate held.

8. OPERATING IN CREDIT AND OVERDRAFTS

- (a) Save where the Bank has granted an overdraft facility on an Account, each Account must be operated in credit. Where an overdraft 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 paragraph 8(a), the Bank may at its discretion permit the Customer 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 the Bank to do so on any other occasion.
- (c) The granting by the Bank of an overdraft facility on an Account shall be subject to such terms and conditions as may be agreed between the Bank and the Customer.
- (d) Where the Bank, in the absence of an overdraft facility, has permitted the Customer to overdraw on an Account, the amount overdrawn will be repayable on demand.
- (e) Where the debit balance on an Account exceeds the authorised overdraft limit for that Account, unauthorised overdraft interest will be charged on the amount that exceeds the agreed overdraft limit. Where there is a debit balance on an Account for which no overdraft has been authorised, unauthorised overdraft interest will be charged on such balance.

- (f) The rate of unauthorised overdraft interest is 12% greater than the Bank's normal overdraft interest rate applicable to the Account.
- (g) Unauthorised overdraft interest is accrued daily and is charged to accounts quarterly. 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.

9. SET OFF

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

10. FEES AND CHARGES

- (a) Details of the fees and charges which are charged by the Bank on current accounts are set out in the Bank's brochure on banking charges as published from time to time which is available on request at any branch of the Bank.
- (b) Subject to notifying the relevant regulatory authority, the Bank may from time to time alter such fees and charges and introduce new fees and charges, giving 30 days notice in accordance with these terms and conditions.
- (c) Customers may be eligible to apply to have certain fees and charges exempted. The conditions under which fees and charges are discounted and/or exempted are available on request at any branch of the Bank.
- (d) Where applicable, those fees and charges which the Bank's brochure indicates are pre-notified will be debited to the Account quarterly (or at such other intervals as may be indicated in the Bank's brochure from time to time or as agreed with the Bank). 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 Bank's

brochure from time to time without prior notification to the Customer.

11. DEBIT INTEREST

- (a) Interest is calculated and charged on a daily basis on the cleared daily debit balance on the Account. That is allowance is not made for cheques, drafts or other credits lodged until value has been received or for credit interest accrued but not yet credited to the Account. In addition to normal debit interest a surcharge of 12% per annum will also apply to any debit balance where no credit limit has been sanctioned.
- (b) Interest will be debited to the Account quarterly (or such other intervals as may be agreed) in arrears and on final payment.
- (c) Where the rate of Interest is varied we will notify you within three working days of the effective date of the change in accordance with these terms and conditions.

12. CREDIT INTEREST

- (a) Certain current account products may from time to time be eligible to earn credit interest. Where an Account is entitled to credit interest such interest is calculated on a daily basis on the cleared credit balance. That is allowance is not made for cheques, drafts or other credits lodged until value has been received. Tiered rates of interest may be applied at the discretion of the Bank. Interest will be credited to the 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 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 the Bank's discretion from time to time.
- (c) Where the rate of Interest is varied the Bank will notify the Customer within three working days of the effective date of the change in accordance with these terms and conditions.
- (d) Where, pursuant to paragraph (a), a Customer opens a current account or is already the holder of a current account* which, for the purposes of these Terms and Conditions, is eligible to earn credit interest, the Bank will credit interest annually, applicable to Account balances of up to €1,500.00 (or such other amount as the Bank may, from time to time, allow), subject to the following conditions:
 - (i) In the case of either a Customer with an existing eligible current account, or in the case of a Customer who does not have an existing current account or ATM account and who opens a Switch Current Account, such Customer, in either case, must register for the Open24 service and also request, through the Bank's website, that interest be credited to the Customer's Account subject to the Terms and Conditions whereupon interest will accrue not later than 7 working days from the date of such request.
 - (ii) The Customer must arrange for a minimum lodgement to

the Account of €1,500.00 per calendar month (or such other amount as the Bank may from time to time decide).

- (iii) The Account will continue to be eligible for interest where the Customer has failed to lodge the minimum amount in any 2 months within the calendar year.
- (iv) The Account must remain open as at the close of business on the 31st December in each year in order for the interest to be credited to the Account.
- (v) The Account type is non-business and/or is not a Student Account.
- (vi) Current Account holders who from the Bank's records are Student or Business customers are not eligible to earn credit interest.
- (vii) The interest rate applicable to the Account shall be the Bank's Standard Switch Current Account Credit interest rate (subject to any other interest rate which the Bank may introduce from time to time under certain circumstances) applicable on Account balances of up to €1,500.00 (or such other amount as the Bank may from time to time allow) and which interest rate may be varied at the Bank's discretion from time to time.
- (viii) Where any of the above Conditions are not complied with in any one calendar year, interest will not be paid and will not be credited to that Account for that calendar year.
- (ix) Notwithstanding the provision in paragraph (a) for the crediting of interest on a quarterly basis, credit interest will be credited less DIRT, where applicable, on the next working day following the 31st December of each year.
- (x) Where a Switch Current Account is opened by a new customer**, the bank may from time to time offer a special introductory interest rate*** on balances up to €1,500 (or such other amount as the Bank may from time to time allow) for a period the bank may decide at its discretion subject to condition 12(d) of the Current Account Terms and Conditions.

* Switch Current Account, "Current Account", Current Account Plus and Loyalty Current Account (excluding Loyalty Accounts which are not described on account statements as Loyalty Current Accounts)

** New customer is a customer who has no existing current account or ATM account with permanent tsb.

*** The special introductory rate is only available in respect of one Switch Current Account for customers and therefore will not be available in respect of any other Switch Current Account whether held in the sole name of the customer or jointly with another or others.

13. DEPOSIT INTEREST RETENTION TAX ("DIRT")

- (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 the Bank 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.

14. NON-RESIDENT ACCOUNTS

- (a) Accounts held by non-residents must be operated in accordance with statutory conditions and Bank regulations. An additional form must be completed where a non-resident Account is required.
- (b) The Bank reserves 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 the Bank.
- (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 the Bank 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 at any time subsequently, save on completion of the form specified at 14(a) above and then only in respect of interest capitalised after the completion of the form.
- (d) The Bank will make no change in the minimum amount without the Customer receiving reasonable notice of such change.

15. CHEQUE, LASER, ATM AND OPEN24 CARDS

Any cheque, Laser ATM, Open24 or other card issued by the Bank in respect of an Account shall be subject to the Bank's terms and conditions applicable from time to time to such card or cards.

16. SWEEP FACILITIES

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

17. TELEPHONE AND INTERNET ACCESS

Access to the Account by telephone and Internet will be in accordance with the Bank's procedures and terms and conditions applicable from time to time to such access.

18. SAFEGUARDING THE ACCOUNT

A customer shall after becoming aware of the fact immediately notify the Branch where an Account is maintained if unauthorised or irregular transactions are recorded on the Account.

19. DUTY OF CARE

In addition to any other duty of care at any time owed by the Customer to the Bank, it shall be the duty of the Customer 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 the Bank, and the Customer shall be solely responsible for any loss or damage caused by a breach of this duty.

20. STATEMENTS OF ACCOUNT AS CONCLUSIVE EVIDENCE

- (a) It is the duty of the Customer to examine and check the correctness of all entries on all account statements promptly after receipt and to advise the Bank of any errors or discrepancy found therein.
- (b) Unless the Customer has reported to the Bank any error or discrepancy in an account statement, the Customer shall be obliged to confirm the statement within 42 working days after receipt. In the absence of any such report within such period the statement shall be deemed to have been irrevocably confirmed by the Customer whether or not the Customer has actually done so, to the intent that, save for any manifest error, the statement shall as regards the Customer thenceforth be conclusive evidence of the correctness of the entries recorded therein.
- (c) Furthermore, the failure to make any such report or confirmation within the period mentioned above, or the making of a confirmation shall constitute a representation by the Customer to the Bank that the statement is correct and shall be an agreement by the Customer that the Bank shall thenceforth not be liable for any loss to which the Customer may suffer howsoever arising in relation to any entries or the balance appearing in the statement.

21. DEATH

The Bank 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.

22. REFUSAL

The Bank reserves the right to refuse to open an Account and/or make available specific account services for an Account without stating a reason.

23. CLOSURE

The Bank reserves the right to close an Account without notice where in the Bank's opinion it is reasonable to do so and in all other cases subject to giving a minimum 30 days notice to the customer.

24. AMENDMENT OF THESE TERMS AND

CONDITIONS (INCLUDING INTEREST, FEES AND CHARGES)

- (a) The Bank may vary these Terms and Conditions and the interest and charges applicable on an Account including the interest rate structure from time to time. The Customer will be informed of such variations either directly or by means of notices publicly displayed in all branches of the Bank or published in a national newspaper circulating in the State and published on the Bank's internet site, and any such variation shall be effective 30 days after notice of such variation is given as above save in respect of an interest rate change which shall come into effect upon the date specified on any publication of such rate change, and notified to you in accordance with these Terms and Conditions.
- (b) If we make any change to the Terms and Conditions - other than to our standard fees and charges and interest rates that is to your disadvantage, we will provide written notice to you at least 30 days before the change takes effect. In that event, you will have the option of switching or closing your account without notice and without having to pay any extra charges or interest for doing so.
- (c) If we make a change to the Terms and Conditions - other than to our standard fees and charges and interest rates that is to your advantage and you need to take action to gain that advantage we will provide written notice to you of the change.
- (d) If we make a major change or a series of minor changes to the terms and conditions, we will supply you with the new terms and conditions.

25. SEVERABILITY

If at any time any of these Terms and 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.

26. WAIVER

No time or indulgence, which the Bank may extend to the customer and no waiver by the Bank of any breach of any term or condition of these Terms and Conditions, shall affect the Bank's rights and powers hereunder.

27. FORCE MAJEURE

The Bank will not be liable for any loss the Customer may suffer if the Bank is prevented from providing any service to the Customer as a result of industrial action, power failure or any other cause beyond the reasonable control of the Bank.

28. CURRENCY

Unless otherwise agreed all Accounts shall be maintained in euro.

29. NOTICES

All correspondence, notices and account statements (if applicable) will be sent to the Primary Address and, in the case of a joint account, if so sent shall be deemed to have been sent to all the account holders. Account statements

will be sent to the Primary Address quarterly in arrears or at such other intervals as are agreed.

30. GOVERNING LAW

The Terms and Conditions shall be governed by and interpreted in accordance with the laws of Ireland.

31. THIRD LEVEL STUDENT CURRENT ACCOUNT

In addition to the above terms and conditions the following terms and conditions apply to the Third Level Student Current Account (hereinafter "Student Current Account")

- (a) The Customer 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 the Bank's 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 the Customer converts or opens the Account or
 - (ii) the date the Customer advises the Bank that the Customer has ceased to be a full time third level student, whereupon the Bank will convert the Student Current Account to a personal current account, known as Switch Current Account subject to the terms and conditions of that Account.
- (c) The Bank will give the Customer 30 days notice prior to the conversion from a Student Current Account to a Switch Current Account, where the conversion takes place in the circumstances of b(i) above.
- (d) Where the Customer's full time third level education extends beyond five years the period may be extended with the agreement of the Bank for a further period.
- (e) To open the Student Current Account, the Customer is 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. The Customer may from time to time be required to produce evidence of attendance in full time third level education at an Approved Institution.
- (f) The Customer may only have one Student Current Account at any time and the Account must be in the sole name of the Customer.
- (g) The Customer as the Student Current Account holder is entitled to claim an exemption from the Fees and Charges set out in condition Number 10 of the Terms and Conditions. The Customer must request the exemption at the time of opening of or conversion to, a Student Current Account and for certain transactions/services the Customer must also request the exemption at the time of the transaction/service (for example purchase/sale of Bank drafts, foreign cheques and notes).

Credit Limits / Overdrafts -

General Terms and Conditions (Please also read how to operate and secure your Current Account/ATM Account)

1. FACILITY:

The Facility, if approved, will be euro facility (unless otherwise stated) of up to a maximum of your approved credit limit (or any increase or decrease thereof as notified to you) on your account on which the Facility is made available. Please note that cheques/debits presented over and above the prevailing credit limit may be returned unpaid without advice to you.

2. 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.

3. 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 maybe, repayable at any time forthwith on demand.

4. EXPIRY:

Without limiting or affecting our rights under paragraph 3, 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. The Facility will automatically terminate if we make demand under paragraph 3.

5. INTEREST:

Interest will be payable on the cleared daily debit balance under the Facility at the applicable interest rates as varied from time to time at our discretion and will be debited to your account quarterly in arrears and on final payment.

Interest will accrue from day to day and be calculated on the basis of the actual number of days elapsed and a 365 day year or 366 day in a leap year and will be payable as well after as before any judgement or demand. Any changes in the Interest Rate will be announced by: (i) advertisement published in at least one national newspaper published and circulated in Ireland; or (ii) statement of account addressed to you.

A surcharge of 12% per annum (or such other rate per month as is payable on excess drawings in accordance with our standard fees and charges as applicable from time to time) will apply to any drawings under the Facility in excess of the prevailing credit limit. Any surcharge arising will be

calculated and debited to your account in the same manner as interest. Such excess drawing, if any, cannot under any circumstances be taken by you as an implied increase in your credit limit.

6. SECURITY:

The Facility must be secured at all times by the security, if any, specified by us. Any mortgage which we hold over a 'house' within the meaning of the Consumer Credit Act 1995 for your general liabilities to us will not secure the facility, if it would cause the Facility to be a 'housing loan' within the meaning of that Act.

7. 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.

8. 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 is not complied with the interest rate may be reviewed by us and a higher rate charged retrospectively.

9. 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.

10. 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.

11. SPECIAL CONDITIONS:

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

12. JOINT AND SEVERAL LIABILITY:

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

13. 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.

14. NOTICES:

Any notice or demand in respect of the Facility may be served by us on you personally or by being left at or posted to your address last known to us. Any notice or demand so served shall be deemed to have been served on you (i) when served (if served on you personally); (ii) when left (if left at the above mentioned address) or (iii) two days after posting (if sent by post) and in providing service by post it shall be sufficient to show that the notice was properly addressed and posted notwithstanding that it was in fact delivered or was returned undelivered.

Open24 Service -

General Terms and Conditions (Please also read how to operate and secure your Current Account/ATM Account)

1. DEFINITIONS

1.1 In these Conditions, unless the context otherwise requires:

"Account" means an account of a Customer with the Bank that the Bank has agreed may be accessed by that Customer by means of the Open24 Service (details of the Accounts that may be accessed by a Customer at any time can be obtained by the Customer on request from the Bank);

"Automatic Self-Service System" means the automated system which enables the Customer to access and utilise the Open24 Service without the assistance of a Customer Service Adviser;

"Bank" means Irish Life & Permanent plc trading as **permanent tsb**, its successors and assigns;

"Banking Channels" means the methods by which the Bank may from time to time make available the Services to the Customer through the Open24 Service which currently include the telephone and the Website;

"Bill Payee" means a person or company designated by the Customer and enabled by the Bank as a person or company to whom a Bill Payment can be made;

"Bill Payment" means the payment of a utility bill or other bill or payment by the transfer of funds by the Customer from an Account to the account of a Bill Payee using the Open24 Service;

"Business Day" means a day on which the Bank is open for general banking business in Ireland and a **"Non-Business Day"** shall be construed accordingly;

"Conditions" means these Terms and Conditions as amended, extended or replaced by the Bank from time to time;

"Customer" means a person who is entitled to access and use the Open24 Service in accordance with paragraph 2 in "use of service application of these conditions" on page 9;

"Customer Service Adviser" means a Bank representative who assists a Customer to access and utilise the Open24 Service;

"Customer Service Adviser System" means the system that enables a Customer to access and utilise the Open24 Service with the assistance of a Customer Service Adviser;

"Devices" means any device or equipment approved by the Bank to access and use the Open24 Service including, but not limited to, telephone, personal computer, kiosk, mobile telephone, palm top or any other such device or equipment;

"Funds Transfer" means the transfer of funds from an Account of a Customer to another Account of that Customer using the Open24 Service;

"Internet Password" means a password initially provided by the Bank to a customer for the purposes of initial Internet access to the Open24 Service and thereafter created by a Customer in accordance with the Operating Instructions for use by that Customer with that Customer's Open24 Number for Internet access to the Open24 Service;

"Ireland" means The Republic of Ireland;

"Limits" means the maximum amounts which can be transferred daily in respect of Bill Payment, Funds Transfer and Third Party Funds Transfer services as altered by the Bank from time to time at its discretion;

"Open24 Number" means the number allocated by the Bank to a Customer for use by that Customer in conjunction with the PAN and/or Internet Password created by that Customer;

"Open24 Service" means the system provided by the Bank from time to time to enable Customers to access and utilise services provided by the Bank using telephone, Internet or other technology-based communication; and

"Operating Instructions" means the instructions issued from time to time by the Bank governing the use and operation of the Open24 Service;

"PAN" means the Personal Access Number created by a Customer in accordance with the Operating Instructions for use by that Customer with that Customer's Open24 Service;

"Registration Card" means the card provided to a Customer by the Bank bearing the Open24 Number for that Customer;

"Services" means those services from time to time provided by the Bank which may be accessed and utilised through the Open24 Service (details of the Services available at any time can be obtained on request from the Bank).

"Third Party Funds Transfer" means the transfer of funds from an Account of a Customer to the account of another person maintained with the Bank that has been designated by the Customer and enabled by the Bank for the purpose of Third Party Funds Transfers;

"Website" means the Bank's website(s) from which the Open24 Service can be accessed from time to time.

- 1.2 In these Conditions the singular shall include the plural and vice versa and reference to any gender shall include all genders.

2. USE OF SERVICE AND APPLICATION OF THESE CONDITIONS

2.1 The Open24 Service may be accessed and utilised by persons (Customers) who:

- are aged 12 years or over or, if they wish to avail of credit facilities, are aged 18 years or over;
- have requested registration and complied with the registration process of the Bank;
- have received from the Bank a Registration Card (this bears the Customer's Open24 Number and indicates the Bank's acceptance of the Customer's request for registration);
- have created a PAN in accordance with the Operating Procedures; and
- have, if they wish to avail of Internet access, created an Internet Password in accordance with the Operating Procedures.

The Bank may in its absolute discretion, without assigning any reason, refuse to accept a request for registration.

- 2.2 These Conditions govern the use of the Open24 Service and the Customer shall be bound by them.
- 2.3 The Customer 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).
- 2.4 The Open24 Service may be accessed and utilised by such means (Banking Channels) as the Bank may from time to time designate. Currently it may be accessed and utilised by telephone and by the Internet. The Services that may be accessed and utilised may vary across the different Banking Channels and the limits applicable to particular Services may also vary across the different Banking Channels. The Open24 Service may only be accessed and utilised in accordance with the Operating Instructions and these Conditions.

3. SECURITY CONDITIONS

- 3.1 The Customer shall keep the Customer's Open24 Number, PAN and Internet Password safe and shall not divulge any of them to any other person, or note the PAN or Internet Password on the Registration Card or on anything carried or associated with the Open24 Number or Registration Card or in any form that would be intelligible or otherwise accessible to a third party or do or omit to do anything else that might enable

irregular or unauthorised access to or utilisation of the Open24 Service.

- 3.2 The Customer shall immediately notify the **permanent tsb** Open24, Carysfort Avenue, Blackrock, Co Dublin (Telephone: 1890 500 121, or if calling from outside Ireland: +353-1-212 4101) if:

- the Registration Card is lost, mislaid, stolen or copied
- knows or thinks it is possible that the Open24 Number, and/or PAN and/or Internet Password has become known to any other person; or
- unauthorised or irregular transactions are recorded on an Account.

3.3 If the Customer has made a notification to the Bank in accordance with paragraph 3.2 then none of the Open24 Number, the PAN or the Internet Password may be used to access or utilise the Open24 Service and if the Customer wishes to continue to avail of the Open24 Service the Customer must apply to the Bank for the issue of a new Registration Card (and a new Open24 Number) and create a new PAN and Internet Password in accordance with the Operating Instructions.

3.4 If a Registration Card which has been reported lost or stolen is found or recovered, the Open24 Number it bears may not be used to access or utilise the Open24 Service and the Registration Card must be cut in two pieces through the Magnetic Stripe and returned to the Bank at the address specified in paragraph 3.2.

3.5 The Bank may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes and to maintain quality service standards and such recordings or transcripts thereof may be used in evidence in any dispute and shall be conclusive evidence.

4. AUTHORITY TO BANK

4.1 The Customer authorises and instructs the Bank to act on all instructions and requests that are received through the Open24 Service provided the instructions and requests are made by use of the relevant Open24 Number, PAN and, where applicable, the Internet Password. Although the Bank may from time to time require other additional means of personal identification it shall not be obliged to do so and it may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

4.2 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 Customer 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 the Bank shall not be liable for any failure on the part of a Customer Service Advisor to do so. Instructions or requests received through the Automatic Self Service System will normally be processed automatically. However, if during such processing the Bank believes that the instruction or request is irregular or unauthorised it may terminate such processing.

- 4.3 The Bank is not obliged to cancel or amend any instruction or request that is received through to the Open24 Service. The Bank shall use reasonable efforts to act on a request of the Customer for cancellation or amendment prior to execution of the request or instruction but shall have no liability if it does not do so.
- 4.4 The Bank may decline to act on any instruction or request until it has been confirmed in writing and signed by the Customer. The Bank reserves the right to not act on any instruction or request received otherwise than by means of a Banking Channel.

5. OBLIGATIONS OF CUSTOMER

- 5.1 The Customer shall provide and maintain at the Customer's own expense any Device needed to access the Open24 Service and shall ensure that such equipment satisfies all technical and other requirements specified by the Bank in the Operating Instructions.
- 5.2 The Customer is responsible for disconnecting and clearing any information from any Device used to access the Open24 Service before leaving such Devices unattended.
- 5.3 The Customer shall ensure that all instructions given by the Customer to the Bank 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 Customer for the purpose of confirmation through the Open24 Service is that which the Customer intends. The Customer cannot cancel or change instructions once given and instructions once given shall be final and binding on the Customer.
- 5.4 The Customer will pay all applicable transactional fees and charges from time to time payable for services provided through the Open24 Service in accordance with the Bank's standard fees and charges from time to time applicable. All costs incurred by the Customer in accessing and utilising the Open24 Service including the cost of telephone calls and Internet access shall be at the Customer's expense.
- 5.5 The Customer shall immediately notify the Bank of any change of address.

6. NORMAL CONDITIONS CONTINUE TO APPLY

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

- the Customer 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. Accordingly, any instruction for a Funds Transfer, a Third Party Funds Transfer, a Bill Payment or other transaction involving a withdrawal from an Account received through the Open24 Service will require the Customer to give the notice of withdrawal required for the Account in order to enable the Bank to complete the instructions. Failure to do so may result in a delay in the execution of the instruction or, at the Bank's discretion, a charge payable by the Customer to the Bank.

- the Customer may not use the Open24 Service to create any indebtedness to the Bank or cause any overdraft or other limit to be exceeded unless the Bank has previously agreed that indebtedness or limit. Accordingly, any instruction for a Funds Transfer, a Third Party Funds Transfer, a Bill Payment or other transaction involving a withdrawal from an Account received through the Open24 Service will require the Customer to have sufficient cleared funds in the Account or a sufficient overdraft or other limit available on the Account in order to enable the Bank to complete the instruction.

7. PROCESSING OF TRANSACTIONS

- 7.1 It is the Bank's intention that instructions and requests received through the Open24 Service will be processed as quickly as practicable. In accordance with that policy it is the Bank's intention that (subject to any suspension of Services pursuant to paragraph 8.1) the following timescales will apply to the processing of transactions:
- Instructions received before 6.00 p.m. on any Business Day will be processed that day;
 - Instructions received after 6.00 p.m. will be processed on the next Business Day;
 - Funds Transfers may reach the Customer's account on the day of instruction or on the next Business Day;
 - Third Party Funds Transfers may reach the transferee's account on the day of instruction or on the next Business Day;
 - Bill Payments will take at least three Business Days to reach the Bill Payee's account;

A failure to meet these timescales will not however result in the Bank incurring any liability to the Customer.

- 7.2 A Customer Service Adviser may terminate a telephone call made by a Customer if the Customer becomes abusive or engages the Adviser in vexatious or frivolous requests.

8. AVAILABILITY OF SERVICES

- 8.1 Although it is the Bank's intention that the Automatic Self Service System will be available to Customers 24 hours a day 365 days a year and that the Customer Service Adviser System will be available 8am to 10pm (Monday to Friday) and 10am to 2pm (Saturday), excluding Bank Holidays, there will be occasions when due to technical, security, maintenance, administrative or other reasons (whether within the control of the Bank or not) some or all of the Services normally available through the Open24 Service will not be available. Accordingly, the Bank may from time to time, without incurring any liability to the Customer, temporarily suspend any or all of the Services for such periods as the Bank shall determine.
- 8.2 The Bank shall, on giving not less than 30 days notice to Customers, be entitled to terminate permanently the Open24 Service.

8.3 The Bank 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. The Bank may amend, supplement or replace the Operating Instructions from time to time.

9. FEES AND CHARGES

The Bank 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, Open24 Service or the Website. The Bank may debit a Customer's Account with any fees and charges payable by that Customer for utilising the Open24 Service.

10. ACCOUNT BALANCE INFORMATION

10.1 While the Bank currently operates 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 Customer acknowledges that account balance information given through the Open24 Service is as up-to-date as the Bank's systems permit at the time of the Customer'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 the Bank will debit the Account with the amount of the cheque. The Bank will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.

10.2 Any loan account balance provided through the Open24 Service may not represent the total amount required to settle that loan account.

11. DEATH OF A CUSTOMER

Notwithstanding the death or incapacity of a Customer the Bank shall be entitled to provide all information requested and execute all instructions given through the Open24 Service with the use of that Customer's Open24 Number, PAN and/or Internet Password until the Bank has received actual written notice of such death or incapacity.

12. JOINT ACCOUNTS

12.1 Where an account is held with the Bank by two or more persons (a "Joint Account") and the mandate for that Joint Account allows the Bank to act on instructions given by any one of the account holders then it may be accessed through the Open24 Service if any of the account holders so consents. If the mandate for the Joint Account allows the Bank to act on instructions given by two or more of the account holders then it may not be accessed through the Open24 Service.

12.2 If the Bank has notice of a dispute between the holders of a Joint Account, the Bank may cease to permit withdrawals from that Joint Account and, subject to the Bank's discretion, dealings may not be permitted on that Joint Account until the Bank receives a new written mandate from all the account holders.

13. TERMINATION

13.1 The Bank reserves the right to terminate the entitlement of any Customer to access and utilise the Open24 Service by writing by post, fax or e-mail or telephoning or sending a communication by any other means (electronic or otherwise) to the Customer:

- at any time subject to giving at least 30 Days notice to the Customer;
- forthwith on the breach, non-performance or non-observance by the Customer of any of these Conditions or the Operating Instructions; and
- forthwith on the bankruptcy or other contractual incapacity of the Customer.

13.2 The Customer may terminate the use of the Open24 Service at any time by a telephone call or letter to the Open24 Service as specified in paragraph 3.2.

14. DISCLOSURE OF INFORMATION AND DATA PROTECTION

14.1 The Criminal Justice Act (1994) requires the Bank to satisfy itself as to the identity of the Customer before opening an Account or permitting transactions on an Account.

14.2 The Bank shall make such enquiries and/or request such information and/or documentation from the customer as may be required in accordance with Statutory and Bank regulations.

14.3 The Bank will retain the information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account for the purposes of processing the application for the Account, managing and administering the Account and group reporting and analysis. Agents, sub-contractors or other companies in the Irish Life & Permanent Group may process this information on the Bank's behalf.

14.4 The Customer has the right at any time to request a copy of any "personal data" within the meaning of the Data Protection Act 1988 to 2003 (as amended or re-enacted from time to time) that the Bank holds about the Customer (for which the Bank may charge a small fee) and to have inaccuracies in that information corrected.

14.5 Information concerning the Customer will not be disclosed except where required or permitted by law or with the consent of the Customer, or in accordance with the remaining provisions of this clause.

14.6 Provided the Customer has given consent, the Bank may make such enquiries about the Customer as it from time to time considers appropriate and may provide information provided by the Customer in the application for the Account and any information relating to the conduct of the Account to credit reference agencies.

14.7 Provided the Customer has given consent, information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account may be used by the Bank to:

- (i) transmit to the Customer information of other products, services, special offers, promotions, competitions of the Bank or of other companies in the Irish Life & Permanent Group or other carefully selected third parties which the Bank thinks the Customer may find of interest; and
- (ii) provide such information to other companies in the Irish Life & Permanent Group or to other carefully selected third parties so that they can transmit to the Customer details of their products, services, special offers, promotions and competitions.

14.8 The Bank may provide any information concerning the Customer to:

- (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
- (ii) any other member of the Irish Life & Permanent Group for group reporting and analysis;
- (iii) any person with whom the Bank has entered or proposes to enter into contractual relations in relation to an Account or who provides or proposes to provide services to the Bank in connection with an Account and their respective officers, employees, agents and advisers; and
- (iv) if there is more than one account holder on an Account the other(s) account holders and their respective advisers.

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

15. THE WEBSITE

15.1 The information, content, graphics, text, sounds, images, buttons, trademarks, trade names and logos (the "Materials") contained in the Website are protected by copyright, and other intellectual property laws, under national laws and international treaties. The Customer is granted a limited licence solely for the Customer's own personal, non commercial use to refer to, bookmark or point to any page within the Website, and to download the Materials contained on the Website to a single personal computer, and to

print a single hard copy of the Materials contained in the Website for the Customer's own personal reference, provided however that all copyright, trade mark and other proprietary notices are left intact. Any other use of the Materials in the Website without the prior written permission of the Bank, is strictly prohibited and is in violation of the proprietary rights of the Bank.

15.2 "Open24", and "**permanent tsb**", are trademarks of the Bank. All other trademarks, service marks, trade names and logos contained in the Website belong to their respective owners.

15.3 The Customer acknowledges that the Bank is not giving or offering to give investment advice via the Website or the Open24 Service. Any content or information received on or via the Website or the Open24 Service should not be relied on for important personal, financial or business decisions, and the Customer should consult an appropriate professional for advice which is specifically tailored to the Customer's particular circumstances. Nothing in the Website or the Open24 Service constitutes or shall be deemed to constitute advice or an invitation to invest or otherwise deal in shares or other securities. Content and information received via the Website or the Open24 Service is supplied by sources believed to be reliable. However, calculations made using such data, and opinions expressed in relation to such data, are not guaranteed by these sources, the Bank or any other person or entity and may not be complete.

15.4 The Customer acknowledges that the Customer's use of the Website is also subject to the other legal terms and conditions governing the use of the Website and as posted on the Website from time to time under 'Legal & Disclaimers' and agrees to be bound by same.

16. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, neither **permanent tsb** nor any of its directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your use of, or your inability to use, the Materials, Software and/or facilities or services offered through the Website, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if **permanent tsb** has been advised of the possibility of such loss or damages, or such loss or damages where reasonably foreseeable save however where

(i) in the event of any incorrect application by the Bank of Customer instructions which results either in the crediting of the incorrect Account or the crediting of an incorrect amount to an Account, the Bank's liability shall be limited to the amount incorrectly transferred.

(ii) subject to the Customer's full compliance with these terms and conditions, the Bank shall accept liability for the non-execution or defective executions of a funds transfer between designated accounts or utility payment, limited to the amount of the unexecuted or defectively executed transaction.

17. SECURITY

While the Bank has taken all reasonable security precautions, the nature of communication by the Internet and other electronic means is such that the Bank cannot guarantee the privacy or confidentiality of any information relating to the Customer passing by such methods. In accessing the Website and in availing of the Services, the Customer accepts that communications may not be free from interference by third parties and may not remain confidential. The use of the Website is at the Customer's sole risk.

18. VARIATIONS OF THESE CONDITIONS

The Bank may at any time amend, supplement or replace these Conditions as a result of changes in the Bank's policies, changes in technologies, to cater for new products, to comply with legal, taxation, or regulatory requirements or other circumstances affecting the Bank or the services it offers. Any such amendment, supplement or replacement shall be effective and binding on the Customer 30 days after notice of such amendment has been sent to the Customer by post, fax, e-mail or other electronic means or published in a national newspaper. The Customer may of course, on receiving such notice, immediately terminate the use of the Open24 Service in accordance with paragraph 13.2.

19. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the laws of Ireland and the Customer submits to the jurisdiction of the courts of Ireland.

Bank Cards - Terms and Conditions of use (Please also read how to operate and secure your Current Account/ATM Account)

Definitions

ATM	Automated Teller Machines approved by the Bank for the use of Cardholders, which are capable of dispensing cash, receiving lodgements and other functions for which they may be programmed.	
Account	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. The operation of the Cardholder's account(s) is governed by the terms and conditions of the Bank for such account(s).	
Bank	Irish Life & Permanent plc trading as permanent tsb (which expression shall include its successors, assigns and transferees).	
The Card	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.
		CashBack
		The service available to a Cardholder from certain Retailers by which a Cardholder may, at the time of and in addition to the purchase of goods and/or services, obtain cash subject to the limit as set out in 13(b) which may be changed from time to time.
		Cardholder
		The person to whom the Card is issued who is one and the same as the applicant.
		Cardholder Not Present Transaction
		A Laser 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 Laser from time to time to a Retailer to debit an account. No cashback or purchases with a gratuity are available when carrying out a Cardholder Not Present Transaction. Cardholder Not Present Transactions cannot be carried out using Maestro.
		Card Facilities
		Includes all or any of the following where authorised by the Bank for the Cardholder: ATM, Cheque Guarantee, Laser and Maestro facilities and such other facilities or enhancements as may be attached or added to the Card by the Bank from time to time.
		Card Transactions
		A Card Transaction includes all or any of the following where authorised by the Bank for the Cardholder, a Cheque Guarantee transaction, an ATM transaction, a Laser transaction a Maestro transaction and any other transaction in which the Card may be used by the Cardholder in accessing or utilising any facility or service to be provided by the Bank from time to time in conjunction with the Card.
		Chip
		The microchip embedded in the Card and visible on the Card as a Gold or Silver coloured microchip.
		Cirrus Transaction
		Is an ATM transaction using the Cirrus facility to withdraw cash from ATM machines outside of Ireland, which display the Cirrus logo.
		Ireland
		The Republic of Ireland
		Laser
		An electronic point of sale service (POS) operating within Ireland and which enables the Cardholder to pay for goods and/or services and in the course of the same transaction to obtain cash.

Laser Transaction	An electronic payment using Laser (can include payment for Cashback) by a Cardholder to a Retailer made in connection with and at the time of purchase of goods and/or services.
Maestro	An electronic point of sale service POS operating outside Ireland which enables Cardholders to pay for goods and/or services. No Cashback is available using a Maestro point of sale facility. Cash may be withdrawn from ATM machines, outside Ireland, which display the Maestro logo.
Maestro Transaction	An electronic payment using Maestro by a Cardholder to a Retailer made in connection with, and at the time of, purchase of goods and/ or services.
PIN	The Personal Identification Number produced by computer process and allocated to the Cardholder for use with the card.
POS Terminal	A terminal situated in the Retailer's premises which is approved for accepting, storing and transmitting Laser transactions.
Retailers	A supplier of (a) goods and/or services; or (b) goods and/or services and Cashback.
Terms & Conditions of Use	The Terms and Conditions herein, and/or such other Terms and Conditions which may be varied, added to or substituted therefore from time to time which govern the use of the Card.
Transaction Slip	A slip produced by a POS terminal evidencing a Laser or a Maestro Transaction.

Or

(ii) By the Bank forthwith upon breach of any of the terms and conditions of use where there are serious grounds for doing so and the Cardholder is immediately informed.

In any such case, any liabilities previously incurred by the use of the Card prior to such cancellation, suspension or discontinuation shall remain unaffected. The Card must be returned before a Cardholder's account(s) is/are closed.

- (f) The Cardholder shall not use the Card to create any indebtedness to the Bank or cause any limit to be exceeded unless that indebtedness or limit has been previously agreed by the Bank and is in accordance with the Terms and Conditions for the account(s).
- (g) The Bank will prepare and send periodic statements of Account to the Cardholder and the Cardholder shall examine them carefully and report any error or discrepancy found therein to the Bank in writing within 42 business days of the date of dispatch of such statement. In the absence of any report within the time specified of any error, or discrepancy in, or an objection to an entry in the statement, rendered the Bank shall be entitled to rely on the conclusiveness of the relevant statement of account but nothing herein will prevent the Bank or the Cardholder subsequently adjusting the statement to correct manifest error or omission but without claims to compensation or damages arising on account thereof. In the event of the Cardholder making a report denying that his/her Card and if applicable his/her PIN or other code have been used to make a transaction or alleges that such transaction has been incorrectly executed, the Bank shall show by providing an abstract of its own internal records that the operation was accurately recorded and entered into the Account(s) and was not effected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar transactions shall constitute prima facie evidence that the system was functioning properly.

A. General Terms

1. THE CARD

- (a) Each Card shall be used by the Cardholder only and in accordance with the terms and conditions of use as set out herein.
- (b) The Card remains the property of the Bank, is not transferable and must be returned to the Bank at its request and the Bank may refuse to reissue, renew or replace any Card. It may be retained by the Bank or any person acting on behalf of the Bank.
- (c) The Cardholder is responsible for ensuring the correctness and accuracy of all payment instructions and the Bank does not accept any responsibility or liability in respect of same.
- (d) The Cardholder's authority for the issue of the Card shall remain in force until revoked in writing.
- (e) The Card may be cancelled, withdrawn, discontinued or suspended.
 - (i) Upon 30 days notice in writing to that effect being given to the Cardholder by the Bank or by the Cardholder to the Bank.

- (h) 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 the Bank or any person acting on its behalf.

2. THE BANK

The Bank 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 reasonable period of time, internal records to enable operations to be traced and errors to be rectified,
- (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.

3. SECURITY OF CARD AND PIN

- (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 to any other person, or note the PIN 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 the Bank of any change of address.
- (c) The Cardholder shall immediately on becoming aware where
- (i) the card is lost, mislaid, stolen or copied
 - (ii) the PIN is revealed to another person
 - (iii) unauthorised or irregular transactions are recorded on the account(s)
- notify the Bank by, Freephone 1800 687 687 at any time. Such notification must be confirmed by the Cardholder in writing within 10 days to the branch of the Bank at which the account is maintained. The Cardholder shall take all measures necessary to make him/herself aware of the circumstances at 3(c)(i),(ii),(iii) as above.
- (d) The Cardholder shall furnish the Bank with all available information relative to the loss, theft or copying of the Card and shall give all reasonable assistance to the Bank and its agents (including authorising the Bank to release information to the Garda Síochána relating to the Card and the account(s) necessary to lead to the recovery of the Card and/or any copy of the Card.
- (e) 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 stripe and returned to the branch where the account is held.
- (f) The Bank 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 the Bank where the Card has been reported lost, stolen, mislaid, copied, withdrawn, cancelled or suspended by the Bank in accordance with these terms and conditions or used in breach of 13(d) below.
- (g) The Bank will not debit the Account(s) in respect of any transaction effected after the Cardholder has notified the Bank in accordance with condition 3(c) that the Card has been lost, mislaid, stolen, copied or used in an unauthorised or irregular manner. The Cardholder shall bear the loss sustained up to the time of notification to the Bank in accordance with condition 3(c) as a result of any loss, mislaying, copying, theft, unauthorised or irregular use of the Card up to a limit of €60 provided however that the

Cardholder shall be liable as if the Card had been personally used where the Cardholder acted fraudulently, knowingly or with gross negligence or where the Cardholder failed to comply with conditions 3(a) and 3(c).

4. AVAILABILITY AND MALFUNCTION OF CARD FACILITIES

- (a) The Bank 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, the Bank shall have no liability whatsoever to the Cardholder arising from the breakdown or malfunction, other than as set out at paragraph 4(b) 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. The Bank shall not be liable for any delay, suspension or failure in performing any of its obligations in respect of use of the Card or Card Facilities or for any loss whatsoever arising therefrom where such delay, suspension failure or loss arises directly or indirectly from an act of God, civil disturbance or industrial dispute.
- (b) The Bank shall only be liable for the direct loss of the principal sum(s) debited to the Cardholder's account and any interest thereon incurred by a Cardholder due to a system malfunction of the Card Facility directly within the Bank's control. The Bank 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. The Bank's responsibility shall be reduced where the Cardholder has contributed to the fault.

5. WAIVER

No time or indulgence which the Bank may extend to the Cardholder or any waiver by the Bank of any breach of any Term and/or Condition of these Terms and Conditions of use shall affect the Bank's rights and powers hereunder.

6. FEES AND CHARGES

- (a) The Bank shall charge to the 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 the Bank, together with the amounts of any government duty payable in respect of the Card, Card Facilities and Card transactions. Full details of the fees and charges applicable shall be available at any branch of the Bank.
- (b) Any amount charged to the Account for the use of the Card (where the facility is available) for Euro withdrawals outside the EU and on all non Euro withdrawals, using the Cirrus facility, will be converted into Euro at an exchange rate determined by the Bank on the date such amounts are debited to the Account. Full details of the fees and charges applicable shall be available at any branch of the Bank.

7. JOINT ACCOUNT HOLDERS

Where the Account(s) is/are in joint names, the account holders shall be jointly and severally liable for the 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).

8. CUSTOMER INFORMATION

- (a) The Criminal Justice Act (1994) requires the Bank to satisfy itself as to the identity of the Customer before opening an Account or permitting transactions on an Account.
- (b) The Bank shall make such enquiries and or request such information and/or documentation from the customer as may be required in accordance with Statutory and Bank regulations.
- (c) The Bank will retain the information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account for the purposes of processing the application for the Account, managing and administering the Account and group reporting and analysis. Agents, sub-contractors or other companies in the Irish Life & Permanent Group may process this information on the Bank's behalf.
- (d) The Customer has the right at any time to request a copy of any "personal data" within the meaning of the Data Protection Act 1988 to 2003 (as amended or re-enacted from time to time) that the Bank holds about the Customer (for which the Bank may charge a small fee) and to have inaccuracies in that information corrected.
- (e) Information concerning the Customer will not be disclosed except where required or permitted by law or with the consent of the Customer, or in accordance with the remaining provisions of this clause.
- (f) Provided the Customer has given consent, the Bank may make such enquiries about the Customer as it from time to time considers appropriate and may provide information provided by the Customer in the application for the Account and any information relating to the conduct of the Account to credit reference agencies.
- (g) Provided the Customer has given consent, information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account may be used by the Bank to:
 - (i) transmit to the Customer information of products, services, special offers, promotions, competitions of the Bank or of other companies in the Irish Life & Permanent Group or other carefully selected third parties which the Bank thinks the Customer may find of interest; and

- (ii) provide such information to other companies in the Irish Life & Permanent Group or to other carefully selected third parties so that they can transmit to the Customer details of their products, services, special offers, promotions and competitions.

- (h) The Bank may provide any information concerning the Customer to:
 - (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
 - (ii) any other member of the Irish Life & Permanent Group for group reporting and analysis;
 - (iii) any person with whom the Bank has entered or proposes to enter into contractual relations in relation to an Account or who provides or proposes to provide services to the Bank in connection with an Account and their respective officers, employees, agents and advisers; and
 - (iv) if there is more than one account holder on an Account the other(s) account holders and their respective advisers.

9. AMENDMENT OF TERMS AND CONDITIONS

The Bank reserves the right at all times to introduce new terms and conditions and/or to amend existing terms and conditions by giving at least 30 days notice to the Cardholder. Any such amendment shall be effective 30 days after notice of such amendment has been sent to the Cardholder through the post or by publication in a National newspaper and published on the Bank's Internet site, and shall be binding on the Cardholder upon any subsequent use by the Cardholder of the Card following such notice. In the alternative, the Cardholder shall be entitled, on receiving such notice, to immediately terminate this agreement and shall forthwith discharge all/any outstanding liabilities to the Bank and shall return the Card (duly cancelled by being cut in two pieces through the magnetic stripe) to the Bank.

10. THE AGREEMENT

The Agreement shall be governed by the laws of the Republic of Ireland.

B. ATM TRANSACTIONS WHERE AUTHORISED BY THE BANK FOR THE CARDHOLDER

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

11. ATM TRANSACTIONS

(a) WITHDRAWALS

(i) The Bank shall debit the Account(s) of the Cardholder with the amounts of all cash withdrawals within Ireland or Northern Ireland (where this facility is available) or in any other country where the Cirrus Facility is effected by means of the Card except for any disbursements made after the Cardholder has notified the Bank of its loss, theft, mislaying, copying, unauthorised or irregular use subject to and in accordance within the Terms and Conditions of use.

(ii) An ATM transaction updates an account immediately and it appears on the next statement issued to the Cardholder.

(iii) The Cardholder shall not, by using the Card, create any indebtedness to the Bank or cause any limit to be exceeded unless that indebtedness or limit has been previously agreed by the Bank.

(iv) Entries in the Account(s) of the Cardholder in respect of ATM transactions shall be treated as valid and will be binding on the Cardholder and the Bank until proved incorrect.

(v) The amount of cash which may be withdrawn from an ATM shall not exceed €700 per day or such other limit as the Bank may fix from time to time.

(b) LODGEMENTS

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

(ii) Items contained in an ATM lodgement envelope shall be held by the Bank for safekeeping only until the envelope is opened and the contents verified and processed in the ordinary course of business.

(iii) A Customer may not draw against the cheques lodged until cleared in the ordinary course of business.

(iv) Lodgements are accepted on conditions that if any error, shortfall or other discrepancy shall be discovered by the Bank in the contents or details of an ATM lodgement, the lodgement may be appropriately amended by the Bank and the amended lodgement shall be taken to be accurate and the Cardholder shall be notified in writing.

C. CHEQUE GUARANTEE FACILITIES WHERE AUTHORISED BY THE BANK FOR THE CARDHOLDER

In addition to the above Terms and Conditions, the following Terms and Conditions apply to Cheque Guarantee Transactions.

12. CHEQUE GUARANTEE TRANSACTIONS

(a) The Cardholder shall not draw any cheques which would create any unauthorised overdraft or which would cause any authorised overdraft limit to be exceeded.

(b) The Bank guarantees payment of one cheque only not exceeding €130 for any single transaction within Ireland provided that:

(i) it is signed in the presence of the payee or the payee's representative and the signature corresponds with the specimen on the reverse of the Card and is that of the Cardholder named on the Card,

(ii) it is drawn before the expiry date of the Card and that a **permanent tsb** cheque form bearing the code number corresponding to the Card is used,

(iii) it has the Card number written on the reverse by the payee or the payee's representative and that no apparent alteration has been made to the Card,

(iv) The Cardholder takes reasonable care in completing the cheque form so as not to facilitate unauthorised interference or alterations and initials any alterations on the cheque form.

(c) Cheques drawn in conjunction with the Card cannot be stopped, post-dated or countermanded, but the Bank may debit the drawer's account with any cheque issued under the terms and conditions of the Cheque Guarantee Scheme even though it may bear technical irregularities.

(d) Cheques must be kept separate from the Card and all reasonable care and precautions should be taken by the Cardholder against either being lost or stolen.

(e) The amount of any Cheque Guarantee transaction shall be debited from the Cardholder's account within the normal clearing cycle (usually 5 business days).

(f) If the cheque book is lost/stolen or mislaid, the Cardholder shall immediately notify the Bank in the manner specified in Condition 3.

D. DEBIT CARD FACILITIES WHERE AUTHORISED BY THE BANK FOR THE CARDHOLDER

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

13. PAYMENT CARD GUARANTEE – LASER/ MAESTRO

- (a) Subject to the limits set out in 13(b), the Bank guarantees payment of Laser Transactions made by the Cardholder using the Card within Ireland (i.e. using Laser) 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 Laser Transaction is effected through a POS Terminal and the correct PIN is entered into the terminal; or the Laser Transaction is a Cardholder Not Present Transaction; or a Laser 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 Laser Transaction is completed before the expiry date of the Card.
- (b) The maximum value of any one Laser Transaction which may be effected by the Cardholder is €1500 and an aggregate value of €2500 within a 24 hour period, and the amount of cash obtained (if any) in the course of any Laser Transaction is limited to €100.
- (c) Subject to the limits set out in 13(d), the Bank guarantees payment of Maestro Transactions made by the Cardholder using the Card outside Ireland (i.e. using Maestro) 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 Maestro Transaction is effected through a POS Terminal and the correct PIN is entered into the terminal; and/or a Maestro 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 Maestro Transaction is completed before the expiry date of the Card.
- (d) The maximum value of any one Maestro Transaction which may be effected by the Cardholder is €1500 and an aggregate value of €2500 within a 24 hour period.
- (e) Any amount charged to the Account arising from the use of the Card to effect a Maestro Transaction in a currency other than euro, will be converted into euro at the exchange rate determined by the Bank on the date such amount is debited to the Account. Maestro Transactions undertaken in euro in the European Union will be charged at the same rates as Laser Transactions undertaken in Ireland. All other Maestro Transactions will attract a cross border handling fee. Full details of the fees and charges applicable shall be available at any branch of the Bank.

- (f) Entries in the Current Account in respect of Card Transactions effected by Chip enabled terminals will be prima facie evidence of such Card Transactions and will be binding on the Cardholder(s) and the Bank. If the Cardholder denies that his/her Card and if applicable his/her PIN or other code has been used to make a transaction has been incorrectly executed, the Bank shall show by providing an abstract of its internal records that the operation was accurately recorded and entered into accounts and was not effected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar transactions shall constitute prima facie evidence that the system was functioning properly.

14. PAYMENT USING LASER OR MAESTRO

- (a) Payments using Laser or Maestro may not be countermanded by a Cardholder for whatever reason and the Bank may debit the amount of any such payment to the account.
- (b) The amount of any Laser or Maestro transaction will normally be debited to the account within two days following receipt by the Bank of the transaction record from the Retailer. This is the normal time-scale but cannot be guaranteed.

15. RETAILERS

- (a) In some cases it may become necessary for a Retailer to obtain specific authorisation from the Bank or its agents to honour the Card for a particular Laser or Maestro Transaction (even though the amount of the transaction is within the credit balance and any authorised Overdraft limit on the account). The granting of any such authorisation has the effect of reducing the credit balance and any authorised Overdraft limit on the Account.
- (b) The Bank will not be liable for the refusal of any Retailer to accept or honour the Card, whether in respect of a Laser Transaction or a Maestro Transaction. This includes circumstances where it is not possible to authorise a Laser Transaction or a Maestro Transaction, whether for systems reasons or because no authorisation signal has been received by the Bank, and circumstances where authorisation is not possible because the Card has been damaged.
- (c) Where a Retailer becomes liable to make any refund to a Cardholder the Bank 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. The Bank will not be responsible for goods and/ or services it does not supply and in relation to such goods and services the Bank will have no dealings with a Retailer on behalf of the Cardholder.

16. CARD PERSONALISATION

Terms and Conditions for Bank Cards also apply to ATM or Laser cards which have been personalised. Any further Terms and Conditions of use are outlined during the Online Card Personalisation process.

Visa Card -

General Terms and Conditions

In these conditions and in any related documents:

DEFINITIONS:

Agreement:	means the Agreement between the Bank and the Principal Cardholder, the terms of which are these Conditions as varied from time to time.	Principal Cardholder:	means a Person in whose name a Visa card Account is maintained;
ATM:	means Automated Teller Machine to supply cash and other services to Cardholders and other machines bearing the Visa symbol capable of dispensing cash to the Cardholder;	Retailer:	a supplier of goods and or services;
Authorised User:	means a Cardholder nominated by the Principal Cardholder as an Authorised User on the Visa card Account;	Terminal:	means a machine capable of accepting a payment on behalf of the Cardholder or other Card Transactions with the use of a card;
Balance Transfer:	means a transfer of a credit card debit balance which a cardholder owes to another financial institution and which the Bank has agreed to accept and debit to the cardholders credit card Account;	Visa Card Account:	means the account maintained with the Bank in the name of the Principal Cardholder, to which transactions effected by the Cardholder(s) shall be debited or credited;
Bank:	means Irish Life & Permanent plc, its successors and assigns trading as permanent tsb ;	Visa Card Department:	means the Visa Card Department of the Bank;
CARD:	means permanent tsb Visa Card, currently issued by the Bank to the Cardholder which may include a Chip;	1. THE CARD	
Cardholder:	means a person to whom or for whose use a Card is issued by the Bank;	(a)	The Card and PIN may be used only in accordance with the Conditions of Use and Terms of the Agreement.
Card Transaction:	means the purchase of goods, services, cash advances or other benefits obtained by use of the Card, the Card number and where appropriate, in conjunction with the PIN for debit or credit to the Visa card account pursuant to the Agreement;	(b)	The Card must be signed by the Cardholder immediately on receipt and may only be used: <ul style="list-style-type: none">(i) by the Cardholder.(ii) within the Credit Limit.(iii) within the period for which it is stated to be valid.(iv) to obtain the facilities and benefits made available from time to time by the Bank in respect of the use of the Card.(v) subject to the right of the Bank in its absolute discretion and without prior notice at any time to withdraw the right to use the Card for, or to refuse any request for authorisation of, any particular Card transaction and to give notice to any interested third party of any such withdrawal or refusal.
Chip:	the microchip embedded in the Card and visible on the Card as a Gold or Silver coloured microchip;	(c)	The Card must not be used: <ul style="list-style-type: none">(i) to increase the balance beyond the Credit Limit;(ii) if cancelled or suspended by the Bank;(iii) in violation of local regulations of any ATM outside Ireland;(iv) as payment for any illegal purchase or any illegal purpose whatever.
Conditions Of Use:	means these conditions and/or such other conditions as may be added to or substituted therefore, from time to time;	(d)	The Card may be used outside Ireland within the Credit Limit.
Credit Limit:	means the maximum debit balance permitted on the Visa card Account as determined by the Bank and notified to the Principal Cardholder from time to time;	(e)	The Card is the property of the Bank at all times; It must be returned by the Cardholder to the Bank or its authorised agent on demand. The Principal Cardholder may terminate the Agreement at any time by surrendering to the Bank all Cards issued for his/her use or for use by an Authorised User. The Cardholder(s) shall remain liable for all transactions effected prior to the surrender of the Card(s). The Bank may cancel or suspend the use of the Card(s) at any time without notice or refuse to re-issue, renew or replace any Card without, in any case, affecting the Cardholder's obligation under the Agreement which shall continue in force. The Bank may request a merchant or other bank to retain and cancel the Card (by cutting it in two) if it has reasonable cause.
Merchant:	a supplier of goods and or services;	(f)	The Bank will automatically re-issue Cards from time to time, unless terminated or suspended;
PIN:	means the personal identification number produced by computer process and notified to the Cardholder for use in conjunction with the Card;	2. AUTHORISED USERS	
		(a)	When requested in writing by the Principal Cardholder, the Bank may issue an additional Card together with a PIN for use by an Authorised User. Each Authorised User and the Principal Cardholder shall be jointly and severally liable for the use of the Cards issued to any Cardholder including any use in breach of these Conditions of Use which the Bank shall not be under any obligation to prevent. In addition to its other powers, the Bank may cancel any Authorised User's

Card at any time upon the request in writing of the Principal Cardholder and the return of such Card to the Bank, or upon surrender of such Card to the Bank by the Authorised User.

- (b) During any period when an Authorised User has a liability to the Bank under these Conditions of Use, the Bank may, and shall on request, disclose to any Authorised User details of the Visa card Account, and the Principal Cardholder and each other Authorised User hereby authorises and permits the Bank to disclose such information to an Authorised User.

3. PIN

- (a) The PIN will be known to the Cardholder only, and the Bank shall not disclose the Cardholder's PIN or other code except to the Cardholder. The Cardholder must destroy the PIN notification immediately on receipt.
- (b) The Cardholder using the Card when present in a Merchant's outlet for security purposes may be requested to enter their PIN to process the Card Transaction. The PIN should be entered and should not be disclosed to the Merchant. Failure to enter the PIN may result in the Card Transaction being declined.

4. SAFEGUARDING THE CARD AND THE PIN

- (a) The Cardholder must exercise all possible care to ensure the safety of the Card and prevent the PIN becoming known to any other person. The PIN must not be recorded on the Card or in any form that would be intelligible or otherwise accessible to a third party. The PIN or any other code must not be recorded on any item which he/she usually keeps or carries with the Card.
- (b) If the Card is lost, stolen, copied or for any other reason liable to misuse or if the PIN is disclosed in breach of these Conditions of Use, or if the Cardholder becomes aware of the following :
- (i) the recording on the Cardholder's account of any unauthorised transaction :
- (ii) any error or irregularity in the maintaining of that account by the Bank, the Cardholder must immediately notify **permanent tsb** Visa Card Department, Main Street, Dundrum, Dublin 14, telephone 1890500172 or if phoning from abroad telephone (00 353 1) 215 7333, fax (00 353 1) 215 7360. If outside of Ireland you may also contact the local Visa Centre. If given verbally, we may request that you confirm same in writing to the **permanent tsb** Visa Card Department above but without affecting the validity of any action taken by the Bank in response to your telephone call. The Cardholder will only be liable for any loss sustained by the Bank in respect of any unauthorised use of the Card up to the time of notification, where he/she acted fraudulently, knowingly or with gross negligence, or did not comply with clause 4 (a) and (b) of the Conditions of Use.
- (c) The Cardholder shall take all measures necessary to make him/herself aware of the circumstances set out in Condition 4(b)
- (d) A Cardholder will give the Bank all the information in his/her possession as to the circumstances of the loss, theft or misuse of the Card or the disclosure of the PIN and take all steps deemed necessary by the Bank to assist with the recovery of a missing Card. Should any of these eventualities be suspected, the Bank may provide the Garda Síochána or other police force with any information it considers relevant. If a Card reported to the Bank as lost, stolen or liable to misuse is recovered by the Cardholder, that Card or any other Card bearing the same number for the use of the Cardholder or for an Authorised User must

not be subsequently used; but must be cut in half and returned immediately to **permanent tsb** Visa Card Department, Main Street, Dundrum, Dublin 14.

- (e) The Cardholder shall not countermand an order which he/she has given by means of his/her Card or Card number.

5. ATM FACILITIES

The Bank is not obliged to provide ATM facilities at any specific places or times. These are subject to withdrawal or termination without notice. The Bank shall not be liable for any loss or inconvenience alleged to have arisen due to the failure of any ATM in Ireland or abroad, nor for any inaccuracy in data furnished by an ATM.

6. VISA CARD ACCOUNT

- (a) The Bank will apply to the Visa Card Account the amounts of all Card transactions, any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Principal Cardholder will be liable to pay to the Bank all amounts so debited whether or not a sale or cash advance voucher is signed by the Cardholder or authorised by the use of the Cardholder's PIN.
- (b) Payment for goods or services by mail, telephone, Internet or other electronic means may be effected by quoting the card number, expiry date and the Cardholder's name and address and any other card details requested, to Visa Merchants who offer this service. In some instances, the Cardholder may also be asked for the Card Security Code printed on the signature panel of the Card. The Merchant is usually required to seek authorisation for these transactions, however, the Bank shall not be held liable for any damage that may be caused by failure to obtain authorisation. Whether authorisation is granted or not, the Principal Cardholder will remain liable to pay the Bank all sums that are charged to his/her Visa Card Account in respect of Card transactions resulting from requests by mail, telephone, Internet or other electronic means.
- (c) Entries in the Visa card Account in respect of Card transactions effected by ATM or chip enabled terminals shall be prima facie evidence of such Card transactions and will be binding on the Cardholder(s) and the Bank. If the Cardholder denies that his/her Card and if applicable, his/her PIN or other code have been used to make a transaction or alleges that such a transaction has been incorrectly executed, the Bank shall show by providing an abstract of its own internal records that the operation was accurately recorded and entered into accounts and was not effected by a technical breakdown or other deficiency. The correct recording of previous and subsequent similar transactions shall constitute prima facie evidence that the system was functioning properly.
- (d) The Bank shall not be liable if it is unable to perform its obligations due (directly or indirectly) to the failure of any machine; data processing or transmission link or to industrial dispute or anything outside the control of the Bank, its agents or subcontractors.
- (e) The Visa Card Department normally sends a monthly Statement to the Principal Cardholder. The Principal Cardholder will pay not less than the minimum amount shown as due to the Bank within 25 days of the date of the Statement. The minimum amount shall be the greater of €6.00 or 5% of the amount outstanding, unless otherwise stated, or the whole amount if less than €6.00.
- (f) If the statement is not received the Principal Cardholder should calculate the amount due by reference to records of

transactions and forward payment accordingly. The Visa Card Department will confirm the amount due on request.

- (g) The Bank shall keep internal records for a sufficient period of time to enable operations to be traced and any errors notified to the Bank to be rectified.
- (h) The Bank may demand payment of the outstanding balance on the Visa Card Account on giving such notice (if any) as is required by law if a Cardholder commits an act of bankruptcy, dies, suffers any legal incapacity or breaches the Agreement.
- (i) The Bank may assign, transfer, novate or otherwise dispose of the whole or any part of its rights, benefits and obligations in respect of this Agreement and any reference to the Bank in this Agreement shall be deemed to include any assignee, transferee, novatee or other disposee who, subject to applicable law, shall be entitled to enforce and proceed upon and exercise all rights, powers and discretions under this Agreement in the same manner as if named herein.
- (j) The Principal Cardholder shall promptly notify the Visa Card Department of any change of his/her name, address or telephone number(s) or those of any Authorised User.

7. DATA PROTECTION

- (a) The Bank may use and disclose information concerning the Cardholder as follows (i) (unless the Cardholder has advised the Bank that the Cardholder prefers not to receive direct marketing) to identify other products and services which maybe of interest to the Cardholder, including those supplied by other persons approved by the Bank, (ii) to the Visa Card or other payment systems, and to the Bank's agents and subcontractors in each case to administer and operate the Card account or to conduct the Bank's business; (iii) to the insurer under any payment protection insurance covering this Agreement; (iv) to any organisation which endorses the Card; (v) to credit reference agencies; (vi) to help prevent or detect fraud or other crime; (vii) to any person to whom the Bank proposes to assign, transfer, novate or otherwise dispose of any right, benefits and/or obligations under this Agreement; and (viii) to comply with any legal or regulatory requirements in Ireland or elsewhere. Insofar as any such information is personal data within the meaning of Data Protection Act 1988 and 2003 (as amended or re-enacted from time to time) this authority shall be consent for the purpose of that Act.
- (b) ACCESS TO PERSONAL DATA
The Cardholder has the right at any time to request a copy of any "personal data" within the meaning of the Data Protection Acts 1988 and 2003 (as amended or re-enacted from time to time) that the Bank holds about the Cardholder (for which the Bank may charge a small fee) and to have inaccuracies in that information corrected.

8. AUTHORISATIONS

- (a) In some cases, it may be necessary for a Visa merchant or a bank to obtain specific authorisation from the Bank or its agents to honour the Card for a particular transaction notwithstanding that the amount of the transaction is within the Credit Limit. The Visa merchant or bank shall be allowed reasonable time to obtain such authorisation(s).
- (b) The Bank through its agents provide a 24 hour, 7 day week authorisation service. Under certain circumstances, it may be necessary for the said agents to defer authorisation until they contact the Bank.
- (c) Approved authorisation reduces the available balance of the Credit Limit. The Bank is not liable for any error or omission

made by a Visa merchant through access to the authorisation service.

9. REFUNDS AND CARDHOLDER'S CLAIM

- (a) The Visa Card Account will only be credited with a refund in respect of a Card transaction if the Bank receives a refund voucher or other refund verification acceptable to it. Unless a refund voucher is issued and sent to the Bank, then (subject to any rights vested in the Principal Cardholder by statute) the Visa Card Account will be payable in full.
- (b) The Bank will not be responsible for goods and/or services it does not supply and in relation to such goods and/or services, the Bank will not have dealings with third parties on behalf of the Cardholder.

10. INTEREST AND CHARGES

(10.1)(a)

Interest generally, where applicable, will be charged on a daily basis at the monthly rate shown on the current statement. The equivalent annual percentage rate (A.P.R.) will also be shown on the statement. Interest due is debited to your account on a monthly basis.

(10.1)(b)

Cash Advance/Cash Advance Fee - Interest will not be charged on the amount of cash advances or cash advance fees which are repaid in full and credited to the Visa Card account within 25 days of the date of the statement of account on which those cash advances first appeared. In the case of (1) part payment (2) full payment received after 25 days of the date of the Cardholder's statement of account on which the cash advances first appeared, the Cardholder's interest free period will apply from the date of the cash advance until the date of the Cardholder's statement.

(10.1)(c)

Card Transactions other than Cash Advances-Interest will not be charged on the amounts in respect of Card Transactions, which are repaid in full and credited to the Visa Card account within 25 days of the date of the statement of account on which the transactions first appeared. In the case of (1) part payment (2) full payment received after 25 days of the date of the statement of account on which the posting of the transactions first appeared, the Cardholder's interest free period applies from the date of the Card Transaction until the date of posting of each transaction as shown on the statement of account.

(10.1)(d)

Government tax and any charges will be applied to the Visa Card Account as set out in the Banks brochure on banking charges and is available on request or in any branch of the Bank. Government tax and any charges shall be treated as purchases for interest calculation purposes.

(10.1)(e)

Payments will only take effect when received at the Visa Card Department of the Bank and credited to the Visa Card Account. Payments are applied to the opening balance on the Visa Card Account in the following sequence against the transactions already shown on statements:

1. any outstanding balance of interest (and charges if relevant)
2. any outstanding balance of cash advances
3. any outstanding balance of purchases
4. the remainder of the payment, if any, is applied against current transactions not shown on a statement in the same sequence
5. any Balance Transfer where applicable.

(10.2)(a)

CHARGES: Cash Advance Fee - Where a Visa Card is used to obtain a cash advance, a full cash fee will apply if after posting of an advance the account has any debit balance. The fee will apply as notified to the Cardholder from time to time in accordance with Condition 15 below. In all cases, the cash advance fee will be debited to the Cardholder's Visa Card account on the date the cash advance debit is applied to the Cardholder's account and will appear on the Cardholder's next statement.

(10.2)(b)

The amount of any 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 on the date the Card Transaction is applied to the Account plus a commission of up to 1.75%. Exchange rates may fluctuate between the date of the Card Transaction and the date the transaction is actually debited to the Card Account.

11. LIABILITIES OF PRINCIPAL CARDHOLDER

- (a) The Cardholder(s) shall be jointly and severally liable to the Bank for any loss and/or cost which the Bank suffers as a result of the use of the Card, the loss of the Card, or any breach of the Agreement, by the Principal Cardholder or any Authorised User. The Cardholder(s) shall indemnify the Bank against all losses howsoever arising incurred by the Bank as a result of the issue of the Card to the Principal Cardholder, the Authorised User(s) or otherwise.
- (b) The Bank may (but shall not be obliged to) transfer at any time(s) the whole or any part of any balance standing to the credit of any account(s) maintained by the Principal Cardholder or any Authorised User with any branch of the Bank to the Visa Card Account regardless of whether such accounts are denominated in different currencies.

12. LIABILITIES OF THE BANK

The Bank shall be responsible for direct losses (i.e. the principal sum debited to the Cardholder's Account and any interest there on) incurred by a Cardholder due to a system malfunction directly within the Bank's control. The Bank shall not be held liable for any loss caused by a technical breakdown of the system if this was recognisable to the Cardholder by a message on the display of the device or was otherwise obvious. The Bank's responsibility shall be reduced where the Cardholder has contributed to the fault.

13. BALANCE TRANSFERS

- (a) The amount of any balance transfer may not exceed the credit limit on the customers credit card account with **permanent tsb** to which the balance transfer is being debited.
- (b) Where a customer completes a balance transfer request, the customer authorises **permanent tsb** to debit their **permanent tsb** credit card with the balance transfer amount and authorises **permanent tsb** to forward a credit for that amount to their existing credit card provider.

The customer hereby authorises **permanent tsb** to speak directly with their credit card provider to confirm the balance transfer amount.

14. STATUTORY RIGHTS

No provision in the Agreement shall affect or be construed to affect your statutory rights under the Consumer Credit Act, 1995. In the event of any conflict between the Agreement and such rights, the latter shall prevail.

15. VARIATION OF THESE CONDITIONS

The Bank may vary these conditions from time to time in line with changes in the Bank's policies, to cater for new products or changes in technology, to comply with legal, taxation or regulatory requirements or the requirements of the Visa payment system or to take account of other circumstances affecting the Bank whether or not similar variation is made to the Agreement(s) with any other Cardholder(s). Seven days prior notice of any variation shall be given to the Principal Cardholder by the Bank. Notification of any such variation may be given either in writing, or by publication thereof by such means as the Bank may select, by being enclosed within the statement sent to the Principal Cardholder or by any other means required by law. The Cardholder(s) have the right to withdraw from the agreement within this specified period, subject to full settlement of the Visa Card Account including all outstanding transactions and interest (if any) and the return to the Bank of all Cards issued for their use. The Cardholder(s) will be deemed to have accepted the terms if they do not withdraw within the specified period. However, any change to an interest rate shall not be subject to the foregoing and shall come into effect upon the date specified in publication of such a change.

16. EXPIRY

Unless terminated earlier under Condition 1(e), the Agreement will continue until the expiry date shown in the Important Information Notice on the card mailer. Unless the Agreement is renewed the Cardholder(s) will on the expiry date fully discharge the Visa Card Account including all outstanding transactions and interest (if any) and return to the Bank all Cards issued on the Visa Card Account. The headings are only inserted for convenience and shall not affect the construction or interpretation of these Conditions of Use.

17. COMPLAINTS PROCEDURE

If you wish to make a complaint, please follow these steps below:

- Raise your complaint at the branch outlet where it arose;
- If dissatisfied with the outcome, you should then raise the issue with the Manager of the Branch
- If you are still not satisfied put the complaint in writing to our Customer Relations Department, Churchyard Lane, Douglas, Cork
- If dissatisfied with our decision, submit your complaint to the Ombudsman for Financial Services, whose findings are binding on us.

Where a written complaint is received, at any stage in the process, we will send you a written acknowledgement within five working days following receipt. We will write to you again with our final response or to explain why we need more time to respond, within a maximum of four weeks.

If more time is needed, we will send you our final or other response within a maximum of eight weeks and will tell you how to take your complaint further if you are still not satisfied.

How to Operate and Secure your Savings & Investment Account

ACCESS TO YOUR ACCOUNT

You may access your account in the following ways

- By visiting your Branch
- By using ATM services within Ireland (maximum withdrawal is €700 per day)
- By contacting our Telephone Banking Service at 1890 500121 (registration required)

	Transactions	Balance Enquiry	Account Maintenance	Bill Pay	Standing Orders	Direct Debit
Branch	All	Yes	Yes	No	No	No
ATM	Withdrawals	Yes	No	No	No	No
Internet	Limited*	Yes	No	No	No	No
Telephone	All	Yes	Yes	No	No	No

*Transactions allowed on certain products only

INTEREST RATES

Interest rates on your account may be obtained at any branch of the Bank or by visiting Open24 telephone service if you are registered.

Where the balance of your statements is in excess of €20, a statement of your transactions will be issued to you at least annually unless agreed in writing with you. The statement will:

- include details of the interest rates applied to the account during the period covered by the statement;
- be issued to your last known postal address;
- where tax is deducted from 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 with the branch where you have your account.

You can request a certificate of balance by visiting your branch or by contacting our Telephone Banking Service at 1890 500 121.

SECURING YOUR ACCOUNT

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

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

Should you access your account via the Bank's Open24 Internet site, you must ensure that your passwords are not revealed to anyone, and that you do not leave the site open if you leave your computer, even for a short period of time. If any of your passwords become known, or you suspect they have become known to others, contact the Bank's Open24 service immediately.

COMPLAINTS PROCEDURES

If you wish to make a complaint, please follow these steps below:

- Raise your complaint at the branch outlet where it arose;
- If dissatisfied with the outcome, you should then raise the issue with the Manager of the Branch
- If you are still not satisfied put the complaint in writing to our Customer Relations Department, Churchyard Lane, Douglas, Cork
- If dissatisfied with our decision, submit your complaint to the Ombudsman for Financial Services, whose findings are binding on us.

Where a written complaint is received, at any stage in the process, we will send you a written acknowledgement within five working days following receipt. We will write to you again with our final response or to explain why we need more time to respond, within a maximum of four weeks.

If more time is needed, we will send you our final or other response within a maximum of eight weeks and will tell you how to take your complaint further if you are still not satisfied.

Savings and Investment Accounts -

General Terms and Conditions (Please also read how to operate and secure your Saving and Investment Accounts)

1. DEFINITIONS

In these Terms and Conditions:

'Account' – means, a Savings Account opened by the Bank for the Customer;

'Bank' – means, Irish Life & Permanent plc trading as **permanent tsb**, its successors and assigns;

'Primary Address' – means in relation to the Account, the address of the Customer or, if there is more than one Customer on the Account, the address of the first named Customer on the Account;

'Terms and Conditions' – means, these terms and conditions and all Additional Terms and Conditions as provided in condition 2 (d) hereof and as amended, extended, supplemented or replaced from time to time;

'Customer' – means, a person(s) (whether a natural or legal person) who has/have opened an account with the Bank and includes the personal representatives, successors and permitted assigns of each such person.

2. INTERPRETATION

- (a) These Terms and Conditions apply to the operation of the various Savings and Investment Account products offered by the Bank and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between the Bank and its Customers for such Accounts.
- (b) These Terms and Conditions constitute the salient Terms and Conditions applicable to the Account with the Bank. 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) Unless otherwise agreed to the contrary the authorisations, assurances, instructions and confirmations to the Bank from the Customer in any Application Form for an Account shall be deemed to be incorporated in and form part of the agreement for such an Account.
- (d) Additional Terms and Conditions may apply in relation to the specific requirements and/or services on the Account type chosen by the Customer where such services are approved for the Account by the Bank.

3. CUSTOMER INFORMATION

- (a) The Criminal Justice Act 1994 requires the Bank to satisfy itself as to the identity of the Customer before opening the Account or permitting transactions on the Account.
- (b) The Bank shall make such enquiries and/or request such information and/or documentation from the customer as may be required in accordance with Statutory and Bank regulations.
- (c) The Bank will retain the information provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account for the purposes of processing the application for the Account, managing and administering the Account and group reporting and analysis. Agents, sub contractors or other companies in the Irish Life & Permanent Group (a Financial Services Group principally comprising Life Assurance, Banking and Personal Finance Companies) may process this information on the Bank's behalf.
- (d) The Customer has the right at any time to request a copy of any personal data within the meaning of the Data Protection Act 1988 to 2003 (as amended or re-enacted from time to time) that the Bank holds about the Customer (for which the Bank may charge a small fee) and to have inaccuracies in that information corrected.
- (e) Information concerning the Customer will not be disclosed except where required by law or with the express or implied consent of the Customer or where the interest of the Bank requires disclosure or in accordance with the remaining provisions of this clause.
- (f) Provided the Customer has given consent, information, provided by the Customer (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account, may be used by the Bank to:
 - (i) transmit to the Customer information of products, services, special offers, promotions, competitions of the Bank or of other companies in the Irish Life & Permanent Group or other carefully selected third parties which the Bank thinks the Customer may find of interest; and
 - (ii) provide such information to other companies in the Irish Life & Permanent Group or to other carefully selected third parties so that they can transmit to the Customer details of their products, services, special offers, promotions and competitions.
- (g) The Bank may provide any information concerning the Customer to:
 - (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other dispossessor, or successor and their respective officers, employees, agents and advisors;
 - (ii) any other member of the Irish Life & Permanent Group for group reporting and analysis;
 - (iii) any person with whom the Bank has entered or proposes to enter into contractual relations in relation to an Account or who provides or proposes to provide services to the Bank in connection with an Account and their respective officers, employees, agents and advisors;

- (iv) if there is more than one account holder on an Account, the other account holders and their respective advisors.
- (h) The Bank shall be under no obligation to comply with any directions in relation to the Account, including without prejudice to the generality of the foregoing, withdrawals or transfers without such forms of identification as the Bank shall deem necessary.
- (i) Where a telephone recording is made you will be notified. The Bank may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes and to maintain quality service standards. Such recordings or transcripts thereof may be used in evidence in any dispute and shall be conclusive evidence.

4. JOINT ACCOUNTS

- (a) Where an Account is held by two or more persons, the parties to the Account shall be jointly and severally liable in their obligations to the Bank.
- (b) Where the account is a joint Account and all parties to the Account authorise any number of them to operate the Account, all acts done under that authority in relation to the Account or any of the services provided now or in the future in connection with the Account and all debits arising on foot of same shall bind all parties jointly and severally.
- (c) In the case of any joint Account, where the Bank has notice of a dispute between the parties to the Account, the Bank may cease to permit withdrawals from the Account and subject to the Bank's discretion, dealing may not be permitted on the Account until the Bank receives a new written mandate from the Customer(s).
- (d) On the death of any joint Account Holder, the balance of the Account plus accrued interest may, on production of the appropriate Revenue and Testamentary documentation, be withdrawn in total or retained in the name(s) of the surviving Customer(s).

5. NEGOTIABLE INSTRUMENTS

- (a) Bills of exchange, cheques or other negotiable instruments are accepted subject to examination and negotiation and are transmitted for collection at the Customer's risk. Items credited to an Account may not be drawn against until cleared (that is, any lodgement made by cheque or similar instrument has been honoured).
- (b) In the case of a lodgement made in a branch office of the Bank of a cheque or a draft drawn on a bank within the Republic of Ireland, the normal clearing period is 5 clearing business days from the date of the lodgement.
- (c) In the case of a lodgement in any agency office of the Bank of a cheque or a draft drawn on a bank within the Republic of Ireland, the normal clearing period is 7 clearing business days from the date of lodgement.
- (d) In the case of a lodgement in either a branch office of the Bank or an agency office of the Bank of a cheque or a draft in a foreign currency or a euro cheque or a draft drawn on a bank outside the Republic of Ireland, the normal clearing period is 20 clearing business days from the date of lodgement.

- (e) In the event that any item is returned unpaid, the Bank may debit the Account to which it was originally credited and/or any other Account held in the Bank by the Customer.

6. TRANSACTION AMOUNTS

Depending on the Account type availed of, the Bank may place conditions on the minimum balance, maximum balance, lodgement or withdrawal amounts that may apply. In the case of large withdrawal amounts, the Bank reserves the right to make any such payments in the form of a Bank draft for security reasons.

7. PAYMENT INSTRUCTIONS

- (a) The Account Holder shall be responsible for ensuring the correctness and accuracy of all payment instructions to and from the account. The Bank will have no obligation to check whether the name or other information provided with the payment is correct. The Account Holder agrees that any incoming payment to the account is determined solely on the basis of the account number, or International Bank Account Number (IBAN) accompanying the payment. Where the account number or IBAN is incorrectly stated on the payment instruction, the Bank will have no liability for the execution of the payment to that account number or the non-execution of the payment.
- (b) The Bank is authorised to process withdrawals from an Account when signed in accordance with instructions held, as amended by the Customer from time to time.
- (c) No withdrawal instruction should be given unless at the time it is given there is sufficient cleared funds available in the relevant Account to meet such an instruction. Where a withdrawal is made from the Account, interest will not be paid on the amount of such withdrawal in respect of the day of withdrawal.
- (d) The terms and conditions applying to withdrawals from agents of the Bank may vary as determined by the Bank from time to time.

8. NOTICE OF WITHDRAWAL

- (a) Where the required notice of withdrawal (as specified in the Application Form) is not given to the Bank, a charge will be payable by the Customer to the Bank. 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 the Bank's 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 the Customer, a charge equal to the cost to the Bank of replacing the funds for the remaining period of the agreement applies.
- (c) Where pursuant to these terms and conditions, the Bank is entitled to a period of notice of any withdrawal, in the event of notice of a withdrawal or transfer being given to the Bank, there is a subsequent cancellation of the withdrawal or transfer before payment is made by the Bank 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.

9. INTEREST

- (a) Where the balance in the Account is reduced below the minimum balance applicable to that Account, the interest rate will be that applicable to the then current balance in the Account.
- (b) Interest is calculated on a daily basis on the cleared balance. Allowance is not made for cheques lodged until value has been received.
- (c) Where the rate of Interest is varied we will notify you within three working days after the effective date of the change in accordance with these terms and conditions.
- (d) Accounts held by Customers, with certain exceptions, are liable for Deposit Interest Retention Tax ("DIRT").
- (e) DIRT is deducted, where applicable, from interest credited to Accounts. This is deducted when interest is paid and forwarded by Banks, Building Societies and Post Offices to the Revenue Commissioners.
- (f) A certificate of interest credited can be obtained from any branch office. Customers eligible to reclaim DIRT should remit this certificate with the relevant form to their local tax office.

10. 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 the Bank may from time to time decide, may be sent by post directly to the Customer 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 working day after the 20th of November, or other specified dates, of the year until the Account is closed

11. 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.

12. FIXED DEPOSIT ACCOUNTS

The following additional conditions apply to Fixed Deposit Accounts:

- (a) The Customer may 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) If instructions are not received by the maturity date, the investment will be renewed for a similar period at the interest rate applicable on that date.

Withdrawals may be 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 period) without being subject to an early withdrawal charge as described in (f) below.

- (d) Where a Customer requests an Account balance to be re-invested at the end of the period, this is deemed to be a new agreement. The investment period and interest rate will be those applicable to the option selected by the Customer at that time.
- (e) Repayment of balances together with accumulated interest, nett of appropriate DIRT where applicable, will only be made on maturity of the agreed term or as otherwise confirmed in writing by the Bank.
- (f) Where early repayment is required, the cost of replacing the funds shall be borne by the Customer and subject to a minimum payment of €20 or such other amount as may be determined by the Bank, will be the greater of the amount calculated by the following formula:
$$\frac{1\% \times A \times T}{365} \quad \text{or} \quad \frac{A \times T \times D\%}{365}$$

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.

- (g) In the event that a funding loss is incurred when insufficient interest has accrued on the Account to provide for the loss, the Bank reserves 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.
- (h) 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 period).

13. NON-RESIDENT ACCOUNTS

- (a) Accounts held by non-residents must be operated in accordance with statutory conditions and Bank regulations. An additional form must be completed where a non-resident Account is required.
- (b) The Bank reserves 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 the Bank.
- (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 the Bank 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 at any time subsequently, save on completion of the form specified at 13(a) above and then only in respect of interest capitalised after the completion of the form.

- (d) No change in the minimum amount will be made by the Bank without the Customer receiving reasonable notice of such change.

14. SAFEGUARDING THE ACCOUNT RECORD

In the event of any inconsistency between the records of the Bank as to the Account balance and the Account balance as stated in the Account statement, passbook (if applicable) or letter of confirmation, the records of the Bank shall be conclusive evidence of the Account balance and the interest accrued thereon.

15. SAFEGUARDING THE ACCOUNT

A Customer shall after becoming aware of the fact immediately notify the branch office where the Account is maintained if unauthorised or irregular transactions are recorded on the Account.

16. TELEPHONE AND INTERNET ACCESS

Access to the Account by telephone and Internet will be in accordance with the Bank's procedures and terms and conditions applicable from time to time to such access.

17. MINORS

- (a) Where an Account is to be opened in or transferred to the sole name of a minor between the ages of 7 and 16, the consent of the parent/guardian shall be required.
- (b) Where an Account is required to be opened by a minor and the minor has not attained the age of 7 years, the Account shall be in the name of the minor's parent, guardian or person in *loco parentis* and all transactions on the Account shall be effected under such name only.
- (c) Where the minor has attained the age of 7 years, the Account may be transferred into the minor's name or otherwise at the discretion of the parent, guardian or person in *loco parentis*, subject to 17(a) above.
- (d) The Bank may at its 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.

18. DEATH

The Bank 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 obligations.

19. REFUSAL

The Bank reserves the right to refuse to open an Account and/or make available Account services for an Account without stating a reason.

20. CLOSURE

The Bank reserves the right to close an Account without notice

where in the Banks opinion it is reasonable to do so and in all other cases subject to giving a minimum of 30 days notice to the customer.

21. AMENDMENT OF THESE TERMS AND CONDITIONS (INCLUDING INTEREST)

- (a) The Bank may vary the Terms and Conditions and the interest and charges applicable on an Account including the interest rate structure from time to time. The Customer will be informed of such variations either directly or by means of notices publicly displayed in all branches of the Bank or published in any national newspaper circulating in the State and as published on the Bank's Internet site. Any such variation shall be effective 30 days after notice of such variation has been given as above save in respect of a rate change which shall come into effect upon the date specified in any publication of such a change, and notified to you in accordance with these terms and conditions.
- (b) If we make any change to the terms and conditions - other than to our standard fees and charges and interest rates that is to your disadvantage, we will provide written notice to you at least 30 days before the change takes effect. In that event, you will have the option of switching or closing your account without notice and without having to pay any extra charges or interest for doing so.
- (c) If we make a change to the terms and conditions – other than to our standard fees and charges and interest rates that is to your advantage and you need to take action to gain that advantage we will provide written notice to you of the change.
- (d) If we make a major change or a series of minor changes to the terms and conditions, we will supply you with the new terms and conditions.

22. SEVERABILITY

If at any time any of these Terms and 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.

23. WAIVER

No time or indulgence which the Bank may extend to the Customer nor any waiver by the Bank of any breach of any Term or Condition of these Terms and Conditions shall affect the Bank's rights and powers hereunder.

24. FORCE MAJEURE

The Bank will not be liable for any loss the Customer may suffer if the Bank is prevented from providing any service to the Customer as a result of industrial action, power failure or any other cause beyond the reasonable control of the Bank.

25. CURRENCY

Unless otherwise agreed all Accounts will be maintained in euro.

26. RECORDING INSTRUCTIONS

The Bank may, but without being obliged to do so, record any instructions and in the event of any dispute arising in relation to any instructions or alleged instructions, the record so kept by the Bank shall be conclusive in determining such dispute.

27. NOTICES

All correspondence, notices and account statements (if applicable) will be sent to the Primary Address and, in the case of a joint account, if so sent, shall be deemed to have been sent to all the account holders. Account Statements will be sent to the Primary Address annually in arrears where the balance in the Account is more than €20.00 at the date of issue of the Statement unless otherwise agreed.

28. INTERPRETATION AND GOVERNING LAW

The Terms and Conditions shall be governed by and interpreted in accordance with the laws of Ireland.

29. TERM 30 ACCOUNTS

In addition to the above terms and conditions (where applicable), the following condition also applies to Term 30 Accounts.

The initial investment term is 90 days.

On the expiry of the initial term of the account, the balance of the account shall, in the absence of instructions from the customer, be automatically reinvested by the Bank for a term of 30 days at a rate of interest to be decided at the discretion of the Bank which will be confirmed, as soon as practicable after the date of reinvestment, to the account holder and the new balance will continue to be reinvested in 30 day intervals thereafter at a rate of interest applicable on the date of reinvestment until such instructions are received from the customer to invest otherwise.

30. SAVE2BUY/HEADSTART/MORTGAGESAVER ACCOUNTS

For the purpose of this condition "Account" means a Save2Buy, Headstart or MortgageSaver account. In addition to the above terms and 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 the Bank.
- (b) The Qualifying Period comprises a period of 12 consecutive months from the period the account is opened during which the Customer makes Specified Monthly Lodgements to the Account.
- (c) Specified Monthly Lodgement is the amount specified by the Customer when opening the Account and to be lodged monthly. The Bank may require a minimum amount to be lodged.
- (d) The Customer must make the Specified Monthly Lodgement at least 10 times during the Qualifying Period.

- (e) The customer 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 the Customer annually and upon the completion of a statement page of an Account.
- (h)
 - (i) The Customer will be entitled to claim certain benefits and discounts as advertised by the Bank 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.
 - (ii) The Bank shall incur no liability if the Customer does not meet the credit criteria for eligibility for a home loan.
 - (iii) Customers are obliged to advise the Bank of all Accounts held with the Bank when applying for a homeloan to show entitlement to the benefit of the discounts hereunder.
 - (iv) The benefits and discounts referred to above apply only to customers who apply for the home loan directly through **permanent tsb** branches and agencies.
 - (v) In accordance with the Consumer Credit Act 1995, normal credit criteria applies. Subject to standard terms and conditions. Security is required
- (i) Where the Customer fails to comply with any of the foregoing terms and conditions for the Account, the entitlement of the Customer to the benefits and discounts referred to above will, at the Bank's discretion, cease and the Bank may either close the Account or transfer the funds into an alternative account which may have a lesser interest rate.

(j) Housing Loans Under Consumer Credit Act 1995

WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY LOAN SECURED ON IT. YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED RATE LOAN EARLY (see "Fixed Rate Loan" below). INTEREST ONLY: THE ENTIRE AMOUNT THAT YOU HAVE BORROWED WILL STILL BE OUTSTANDING AT THE END OF THE INTEREST ONLY PERIOD.

VARIABLE RATE LOANS

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

ENDOWMENT LOANS

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

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

FIXED RATE LOANS

Whenever (i) repayment of a loan in full or 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, the formula $C = (I - S) \times R \times (M - T)$ where C is the charge to compensate for the loss (if greater than 0), I is the swap/market fixed interest rate for the term of the Fixed Rate Period at the date of its commencement, S is the swap/market interest rate for the remaining fixed period, R is the amount of the Fixed Rate loan balance paid or switched at the date of Early Termination, M is the Fixed Rate Period and T is the time expired of the Fixed Rate Period at the date of Early Termination.

OTHER

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

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

31. BONUS INTEREST ACCOUNT

Where no more than two withdrawals (or such other number as the Bank 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 working day after that date if the 31st December falls on a non-working day. The percentage whereby the bonus is calculated may be varied at the Bank's discretion and will be advised to the account holder in the manner described in Condition 21(a) of the Terms and 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.

32. 21 DAY NOTICE ACCOUNTS

In addition to the above Terms and Conditions (where applicable and with particular regard to Condition No 8) the following conditions apply where the Account is a 21 Day Notice Regular Savers Account (the "Regular Savers Account") or a 21 Day Notice Investment Account (the "Investment Account").

- (a) Where the customer opens a Regular Savers Account, the Bank will pay interest at the Regular Saver Account rate provided
 - (i) The Customer lodges each calendar month an amount, not exceeding a maximum amount ("the Maximum Monthly Amount") as specified by the Bank from time to time (or over such other period as the Bank may

specify in which circumstance "Maximum Monthly Amount" will be deemed to mean "Maximum Periodic Amount") and,

- (ii) The Customer complies with the account balance requirements at (b) below and,
 - (iii) The Customer's monthly lodgment(s) (or such other period as the Bank may specify) to the account do not exceed the Maximum Monthly Amount. If at any time a lodgment exceeds the Maximum Monthly Amount or is made in a period longer than one calendar month from the date of the previous lodgment, the Bank reserves the right to transfer the balance in the account and any further lodgments (irrespective of whether such further lodgments comply with this condition as to amount and/or to the period of lodgment) to a demand deposit account with the Bank and the terms and conditions and the rate payable, thereafter, in respect of such balance and lodgments will be those applicable to this demand deposit account. The Bank will notify the Customer in the event that such transfer takes place.
- (b) Where the Account balance in the Regular Savers Account or in the Investment Account (excluding interest accrued but not credited) exceeds the account balance amount, set by the Bank from time to time, to avail of the Regular Savers Account rate or Investment Account rate, as appropriate, then an interest rate lower than the Regular Savers Account rate or the Investment Account rate will automatically apply to the entire balance in the Account such interest rate to be at the discretion of the Bank. It is a matter for the Customer to ensure that the Account balance does not exceed this set amount in order to avail of the Regular Savers Account rate or Investment Account rate, whichever is applicable. Where the Account balance amount set by the Bank for either Account type has been exceeded, the Bank will notify the Customer, on the first occasion only that, such balance has been exceeded. The Customer may reduce the Account balance to on or below the set amount so as to avail of the Regular Savers Account interest rate or the Investment Account interest rate whichever applies to the Account.
 - (c) The Maximum Monthly Amount, the Regular Savers Account rate, the Investment Account rate, the set balance amount to avail of the Regular Savers Account and the Investment Account rates and the lower rate referred to in (b) above will be displayed in the branches of the Bank and on the Bank's internet site and may be varied from time to time.
 - (d) A Customer may open only one Regular Savers Account and one Investment Account in their own name or jointly with another or others.

33. SAFARI SAVER ACCOUNTS

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

- (a) Where the Customer opens a Safari Saver Account, the Bank 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 the Bank 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 the discretion of the Bank. It is a matter for the Customer 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 the Bank has been exceeded, the Bank will notify the Customer, on the first occasion only that, such balance has been exceeded. The Customer 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 17 above. Where the Safari Saver Account is in the name of a minor only or jointly with another minor or jointly with an adult, then the Safari Saver Account will be transferred into the MyCash Account (a savings account that also offers ATM card access and to which the same set amount applies for interest rate purposes) when the minor or youngest minor in the case of a joint account reaches 12 years of age.
- (c) The Safari Saver Account and MyCash Account rate, the set balance amount to avail of the Safari Saver and MyCash Account rates and the lower rate referred to in (a) will be displayed in the branches of the Bank and on the Bank's internet site and may be varied from time to time.

34. HOME STARTER

For the purpose of this condition "Account" means a Home Starter account. In addition to the above terms and conditions (where applicable) and including condition 32 in relation to 21 Day Notice Accounts, the following terms and conditions apply to the Account:

- (a) The cleared balance of the Account (excluding interest accrued but not credited) must not exceed an amount as determined by the Bank.
- (b) The Qualifying Period comprises a period of 12 consecutive months from the period the account is opened during which the Customer makes Specified Monthly Lodgements to the Account.
- (c) Specified Monthly Lodgement is the amount specified by the Customer when opening the Account and to be lodged monthly. The Bank may require a minimum amount to be lodged.
- (d) No more than four persons can hold an Account, but the Bank reserves the right to review that number.
- (e) Statements will be issued to the Customer annually.

- (f) (i) The Customer will be entitled to claim certain benefits as advertised by the Bank from time to time when drawing down a home loan with the Bank (subject to normal credit criteria, terms and conditions) provided the foregoing terms and conditions have been fully complied with.
 - (ii) The Bank shall incur no liability if the Customer does not meet the credit criteria for eligibility for a home loan.
 - (iii) Customers are obliged to advise the Bank of all accounts held with the Bank when applying for a home loan to show entitlement to the benefits.
 - (iv) The benefits referred to above apply only to customers who apply for the home loan directly through **permanent tsb** branches, and where the loan is a joint loan, the said benefits will be shared jointly by the joint Account holders.
 - (v) In accordance with the Consumer Credit Act 1995, normal credit criteria applies. Subject to standard terms and conditions. Security is required.
 - (vi) Once the Customer has claimed the benefits referred to above, the Bank will convert the Account to a 21 Day Notice Regular Saver Account.
 - (vii) The benefits are available to be claimed up to 5 years after the Account opening date or such longer period as the Bank may at its discretion allow. If the above mentioned benefits have not been claimed by the end of the above mentioned period the Account will be converted to a 21 Day Notice Regular Saver Account. A letter of notification will be sent prior to the expiry of the above mentioned period.
 - (viii) The above mentioned benefits, when claimed by the Account holder, will be provided only when the Specified Monthly Lodgement has been made for the Qualifying Period prior to a home loan being drawn down. The above mentioned benefits will be provided when one home loan only has been drawn down and in the case of joint Accounts, by the first Account holder who draws down a home loan.
- (g) Where:
- (i) the Customer fails to comply with any of the foregoing terms and conditions of the Account within the period referred to in (f) (vii) above or
 - (ii) the Customer complies with the terms and conditions of the Account but fails to avail of the above mentioned benefits prior to expiry of the period referred to in (f) (vii) above or
 - (iii) the Bank reasonably believes that the circumstances so warrant, the entitlement to the benefits referred to above will, at the Bank's discretion, cease and the Bank will convert the Account to a 21 Day Notice Regular Saver Account.
- (h) Housing Loans Under Consumer Credit Act 1995
See warnings as specified in 30 (j) above.

To register for interest on your Switch Current Account, on balances up to €1,500, there are just 3 simple steps you need to do:

Step 1 - Open24

Be a registered customer for Open24.
(To register just call 1890 500 121).

Step 2 - Log On

Log onto your account at www.open24.ie.
Simply click "apply credit interest" option.

Step 3 - Lodge

Lodge at least €1,500 to your account each month.
You don't need to keep a balance of €1,500,
all you will need to do is lodge it each month.



permanent tsb

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Dublin 2

Phone **1890 500 121**
Monday to Friday: 8am – 10pm
(not bank holidays)
Saturday: 10am-2pm

www.permanentsb.ie

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