

Details of Changes to the General Terms and Conditions for EBS MoneyManager Accounts (effective from 30th December 2016)

Since 1st September 2016 we are no longer charging the following fees to EBS MoneyManager Account holders:

Description	Amount	When Debited
Cash Withdrawal in EBS office	€0.30	Quarterly
ATM withdrawal (euro - denominated)	€0.30	Quarterly
EBS Cheques withdrawal	€1.27	Quarterly

In addition, with effect from 30th December 2016 the terms and conditions for all EBS MoneyManager Accounts opened prior to 3 October 2016 will be further amended. The changes are outlined below. As additional conditions have been added to the terms and conditions, the numbering of conditions here reflects the numbering in the terms and conditions, as amended, unless indicated otherwise.

Changes and why they are being made	Details of amendments to the terms and conditions
Wording has been added to the introductory wording above Condition 1 to clarify for customers that the EBS MoneyManager Account is a payment account with basic features (as defined in the European Union (Payment Accounts) Regulations 2016).	The EBS MoneyManager Account is an account for customers who require a payment account with basic features.
Wording has been added to Condition 2 to clarify that these terms and conditions prevail in the event of a conflict with other EBS terms and conditions, or other EBS documents.	2. Additional terms and conditions apply in relation to viewing and transacting on Accounts online. These are set out in Your Account Online Conditions. These terms and conditions will prevail to the extent that there is any conflict between them and any terms and conditions which apply to any other service or facility which we provide to you to the extent that they relate to your Account including Your Account Online Conditions or any of our information leaflets, webpages or other promotional materials.
Condition 3 has been amended to clarify that applicants who are legally resident in the European Economic Area are eligible to open an EBS MoneyManager Account. Applicants who are 18 or over are eligible to open an EBS MoneyManager Account.	3. You must be 18 years of age and give us evidence with your application that you are legally resident in the European Economic Area (the "EEA") to open an Account.
Condition 16.4 has been amended to clarify that withdrawals from your EBS MoneyManager Account made by Credit Transfer and Standing Order are also made in accordance with the SEPA Scheme Rules (as defined in the terms and conditions).	16. Withdrawals may be made from an Account: 16.4.by Direct Debit, Credit Transfer or Standing Order in accordance with the relevant mandate and the SEPA Scheme Rules. Please note that instructions to us must include all of the information required by us and / or the SEPA Scheme Rules to execute the transaction including the relevant Unique Identifier.

<p>Condition 33 has been amended to clarify that in order to use your Card in most of Europe you have to supply us with a mobile telephone number, but you can do so at any time prior to traveling (not just at account opening as was implied by the previous wording).</p>	<p>33. Your Card may be used in most of Europe provided that you have supplied us with a mobile telephone number. A list of these countries is available on www.ebs.ie. If you are travelling to a country which is not specified in this list, you should contact us during Working Hours in accordance with condition 28 prior to travelling, to request use of your Card in that country.</p>
<p>Condition 41 has been amended to reflect that EBS can only cancel your debit card for one of the reasons set out in condition 71 in accordance with the European Union (Payment Accounts) Regulations 2016.</p>	<p>41. The agreement for the issue and the use of a Card may be terminated at any time by your cancellation of the Card in accordance with condition 42 or by our decision to cancel the facility for the use of the Card for one of the reasons set out in condition 71. Any liability incurred by us or you prior to the cancellation will continue.</p>
<p>Condition 45 has been amended to reflect that EBS can only refuse to issue you with a new or replacement debit card for one of the reasons set out in condition 71 in accordance with the European Union (Payment Accounts) Regulations 2016 and to reflect that a fee no longer applies to the issuing of a replacement card.</p>	<p>45. EBS reserves the right not to issue you with a new or replacement Card for one of the reasons set out in condition 71. Unless we exercise this right, a new Card will be sent to you prior to the expiry of your existing Card and, when requested, a replacement Card will be sent to you where your existing Card has been cancelled or notified to us as lost in accordance with these Conditions. You must activate the new or replacement Card prior to first use.</p>
<p>Condition 60 has been amended to reflect that the issuing of duplicate or prior year statements will no longer attract a Charge.</p>	<p>60. The statement will contain details of all transactions on the Account for the relevant period of the statement. You may also at any time obtain details of any transactions on your Account by viewing your Account details online on the "your accounts online" section of www.ebs.ie or, subject to condition 59, by contacting us. You may request additional statements from us at any time.</p>
<p>Condition 65 of the previous terms and conditions which set out how customers could be exempt from (i) Cash Withdrawal in EBS offices and (ii) ATM withdrawal (euro - denominated) fees has been deleted as since 1st September 2016 EBS are no longer charging these fees in respect of this account.</p>	<p>Previous Condition 65 has been deleted.</p>
<p>The conditions in the "Closure of Account" section have been amended in order to comply with the requirements for a payment account with basic features under the European Union (Payment Accounts) Regulations 2016.</p>	<p>Closure of Account</p> <p>71. We may close or suspend your Account where one or more of the following conditions is met:</p> <p>71.1. there has been no transaction on your Account for more than 24 consecutive months;</p> <p>71.2. you gave us incorrect information when applying to open your Account, where giving us the correct information would have resulted in your application being refused;</p> <p>71.3. you are no longer legally resident in the EEA;</p> <p>71.4. you have opened another Personal Payment Account with any bank in Ireland (including us);</p> <p>71.5. you have deliberately used your Account for illegal purposes;</p> <p>71.6. it is necessary in order to comply with our obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act</p>

	<p>2010 or to avoid or prevent fraud or suspected fraud;</p> <p>71.7. if we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.</p> <p>72 Unless it would be contrary to national security or public policy, we will tell you in writing at least two months in advance of closure or suspension of your Account where we do so because:</p> <p>72.1. there has been no transaction on your Account for more than 24 consecutive months;</p> <p>72.2. you are no longer legally resident in the EEA;</p> <p>72.3. you opened another Personal Payment Account with any bank in Ireland (including us).</p> <p>73. In all other cases we may close or suspend your Account immediately and we will give you notice in writing that we have done so.</p> <p>74. Notwithstanding any other provision in these Conditions, any and all rights that we have to refuse to execute a transaction or suspend or block any Card under these Conditions, or any terms and conditions which apply to any other service or facility which we provide to you, including Your Account Online Conditions continue to apply.</p> <p>75. This "Closure of Account" section replaces the termination provisions in any terms and conditions which apply to any other service or facility which we provide you including Your Account Online Conditions only to the extent that they relate to the termination of a service or facility provided in connection with your Account.</p>
The addition of a new Condition 82.3 to facilitate customers in the opening and operation of an EBS MoneyManager Account from outside Ireland.	<p>82. You may contact us:</p> <p>.....</p> <p>82.3 + 353 1 6658000 if calling from outside Ireland or if calling outside Working Hours.</p>
The insertion of a new definition of "Personal Payment Account" in the Definitions section.	<p>Personal Payment Account means any personal account (sole or joint) used primarily for the execution of day to day payment transactions which has at least the following features: the account allows you to (a) place funds, (b) withdraw cash and (c) make and receive payment transactions, including credit transfers, to and from a third party. Current Accounts are usually personal payment accounts, but other accounts may also have these features.</p>
Other minor changes have been made to clarify our agreement.	

Government Stamp Duty will still apply and will be charged at a rate of €0.12 per ATM transaction. Government Stamp Duty only applies to ATM transactions carried out within Ireland (excluding Northern Ireland). This charge is capped at €2.50 if you only use your debit card for ATM transactions and capped at €5 if you use your debit card for both purchases and ATM transactions. Government Stamp Duty charge on debit cards is applied in January, for the previous year.

Government Stamp Duty of €0.50 is payable in respect of cheque withdrawals.

You should read the above listed changes together with the General Terms and Conditions for EBS MoneyManager Accounts. A copy of your existing Terms and Conditions is available from any of our offices. A copy of the updated Terms and Conditions is available on <http://www.ebs.ie/daily-banking/ebs-moneymanager-account-a-debit-card.html> or from any of our offices. A notice of the key changes appeared in the print versions of the Irish Independent and the Examiner on 26 October 2016.

If you do not wish to accept these changes, you have the option to close your EBS MoneyManager Account (there is no additional fee charged for closing your EBS MoneyManager Account). If you do not close your EBS MoneyManager Account by 30th December 2016 you will be deemed to have accepted these changes.

