



# **EBS d.a.c.**

## **Terms of Business**

This booklet outlines the terms and standards we uphold when we do business with you. We call this our Terms of Business. If you need more information after reading this booklet, please call our Customer Service Line on **0818 654322**.

## **General information**

The registered address for EBS d.a.c. ('EBS') is **10 Molesworth Street, Dublin 2, D02 R126**.

EBS d.a.c. is authorised and regulated by the Central Bank of Ireland and licensed as a bank pursuant to Section 9 of the Central Bank Act 1971. EBS d.a.c. acts as an insurance intermediary and is registered with the Central Bank of Ireland under the European Union (Insurance Distribution) Regulations, 2018. The Registered Company Number for EBS d.a.c. is 500748. [EBS d.a.c. is registered with the Revenue Commissioners for Value Added Tax ("VAT") and its VAT Registration Number is 4744723D].

EBS d.a.c. are subject to the following Central Bank of Ireland Codes of Conduct. The list below offers protection to consumers and can be found on the Central Bank of Ireland website at **[www.centralbank.ie](http://www.centralbank.ie)**:

- Consumer Protection Code
- Code of Conduct on Mortgage Arrears
- Code of Conduct on the Switching of Current Accounts with Credit Institutions
- Minimum Competency Code

## **Our Products and Services**

EBS offers a range of savings accounts such as demand, notice and fixed-term deposits.

We also offer a range of other products: mortgages, current accounts, debit cards, life and general insurance products.

EBS acts as a principal in most cases. This means we provide and operate our own services. We have also teamed up with the following companies to provide additional services:

- Home Insurance is solely provided by Allianz plc.
- Payment Protection is solely provided by AXA France IARD

EBS d.a.c. acts for and on behalf of its insurers for general insurance products.

EBS d.a.c. is remunerated on a commission basis for general insurance products. In addition, for some general insurance products EBS d.a.c. receives a share of any insurer's profits generated at a total business level. Details of remunerations are available on [www.ebs.ie/ebsdacinsuranceremunerations](http://www.ebs.ie/ebsdacinsuranceremunerations)

EBS d.a.c. is tied to Irish Life Assurance plc. for life and pensions business.

EBS d.a.c. acts for and on behalf of Irish Life Assurance plc. for life and pensions business.

EBS d.a.c. is remunerated on a commission basis for life and pensions business. Full details of our intermediary remunerations are available at [www.ebs.ie/ebsdaclifeandpensionsremunerations](http://www.ebs.ie/ebsdaclifeandpensionsremunerations)

We take every precaution to avoid conflicts of interest, but if one arises, we will let you know.

## Group company

EBS d.a.c. is part of the AIB Group (AIB Group is a registered business name of Allied Irish Banks, p.l.c). In these Terms of Business where there is a reference to 'we' or 'us', this means EBS d.a.c.

## Money laundering and fraud prevention

To help us meet our duties to prevent money laundering under anti-money laundering legislation, and to prevent you from becoming a victim of identity crime, we will ask you for photo ID and proof of your address when you open a new account.

We may also ask you for identification at other times, for example when you intend withdrawing a large sum of money from your account.

Suitable forms of photo ID include the original of your passport or driver's licence and suitable proof of address includes a current gas or electricity bill in your name. You can get a full list of acceptable documents from your local EBS office.

## Fees and Charges

If you hold a debit card, we will apply the relevant Government stamp duty to your account. Government stamp duty will also be payable in respect of cheque withdrawals from certain accounts.

You may also have to pay fees and charges for certain account transactions and in respect of debit balances on certain accounts.

We also pass on transaction charges if we are charged fees by other service providers, for example in the case of:

- unpaid cheques returned by our bankers,
- unpaid direct debits, and
- fees from third parties.

Our fees and charges are notified to the Central Bank of Ireland where applicable. If fees or charges apply, full details are included in your account brochure or Terms and Conditions.

If you would like to find out more about our fees and charges, please call into your local EBS office or log onto [www.ebs.ie](http://www.ebs.ie)

## Data Protection Notice

Effective 25th May 2018

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions at [www.ebs.ie/dataprotection](http://www.ebs.ie/dataprotection). You can also contact us directly for more information.

### 1. Who we are

When we talk about "us" or "we" in this notice, we are talking about EBS d.a.c. which is a wholly owned subsidiary of Allied Irish Banks, p.l.c.

We share your information with Allied Irish Banks p.l.c and its subsidiaries, affiliates and their respective parent and subsidiary companies to help us provide our services, comply with regulatory and legal requirements, and improve our products.

## **2. Data Protection Officer**

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [DPO@aib.ie](mailto:DPO@aib.ie) or by writing to them at: Data Protection Officer, 10 Molesworth Street, Dublin 2, D02 R126.

## **3. How we collect information about you**

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and our CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit bodies, such as the Central Credit Register. We and these credit bodies may keep records of our searches whether or not the product or service goes ahead.

## **4. How we keep your information safe**

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information

## **5. How long we keep your information**

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

## **6. Meeting our legal and regulatory obligations**

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

## **7. Consent**

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services.

If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

## **8. How we use your information**

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

## **9. Your information and third parties**

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside Ireland.

## **10. International transfers of data**

We may transfer your personal information outside of the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the EEA to these transfers and the use of the information, to ensure your rights are protected.

## **11. Your personal information rights**

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by contacting us directly by calling, using our social media channels, calling into an EBS Network Office, or by visiting our website at [www.ebs.ie/dataprotection](http://www.ebs.ie/dataprotection).

We can help you with:

**Accessing your personal information:** You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

**Updating and correcting your personal details.**

**Removing consent:** You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

**Restricting and objecting:** You may have the right to restrict or object to us using your personal information or using automated decision making.

**Deleting your information (your right to be forgotten).** You may ask us to delete your personal information.

**Moving your information (your right to Portability).** Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

## **12. Making a complaint**

If you have a complaint about the use of your personal information, please let a member of staff in your local EBS Network Office (or service outlet) know, giving them the opportunity to put things right as quickly as possible.

If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, your local EBS Network Offices, our Website, by phone, by email or in person at your local EBS Network Office.

We ask that you supply as much information as possible to help our staff resolve your complaint quickly

You can also contact the Data Protection Commission in Ireland at [www.dataprotection.ie](http://www.dataprotection.ie).

## **13. Updates to this notice**

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at [www.aib.ie/dataprotection](http://www.aib.ie/dataprotection). You will also find a copy on display at your local branch or you can ask us for a copy.

This notice was updated as of 1 April 2022.

## **Customer contact**

Where required, we will send you statements and other details of your savings, investments and mortgages at least once a year.

## **Non payment by customers**

We will, if necessary, exercise our legal rights to receive any payments due to us from customers and to be reimbursed for any value obtained for customers arising from payments made by us on behalf of customers who subsequently default in any payment due to us. Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your relevant product Terms and Conditions.

## **Your safeguards**

EBS d.a.c. is regulated by the Central Bank of Ireland ([www.centralbank.ie](http://www.centralbank.ie)) and will comply with all relevant rules and regulations that apply to a credit institution. In addition, we respect and obey all rules governing any given product.

EBS' agents and tied branch agents ('Agents') are also appointed deposit agents and accept deposits only on behalf of EBS. EBS will reimburse customers of these Agents in respect of any funds received by an Agent in the course of its business as a deposit agent of EBS, where that Agent fails to meet its financial obligations in relation to the funds received.

EBS also offers a range of deposit products and services through specifically appointed deposit brokers.

EBS d.a.c. is a member of the Deposit Protection Scheme and Investor Compensation Scheme. Both schemes offer compensation in the highly unlikely event that we cannot repay a deposit or return your money. Your normal legal rights are not affected by these schemes.

(i) Deposit Protection Scheme

We contribute to the Deposit Protection Account maintained at the Central Bank of Ireland, in accordance with provisions of the Deposit Guarantee Scheme which provide for the protection of deposits held with us. The maximum amount payable to any depositor is 100% of the aggregate deposits held by that depositor, subject to a maximum compensation payment of €100,000 per depositor.

(ii) Investor Compensation Scheme

We are a member of the compensation scheme established under the Investor Compensation Act, 1998 (as amended).

This Act provides for payment, in certain circumstances, of compensation to certain customers (known as 'eligible investors'). Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the customer's loss which is recognised for the purposes of the Act, or €20,000.

## Complaints

We have an internal procedure for handling complaints in a fair and prompt way. If you have a complaint about a product or service received, please contact your nearest EBS office or call our EBS Direct Team. You can contact the team by phone, email or post.

Phone     **0818 654322**  
Email     **[info@ebs.ie](mailto:info@ebs.ie)**  
Post     **Customer Care Team**  
           **EBS Customer Care, Group Marketing, Central Park,**  
           **Block H, Leopardstown, Dublin 18.**

As a final step you may refer your complaint to the Financial Services and Pensions Ombudsman. You can contact the Ombudsman by phone, email or post.

Phone     **(01) 567 7000**  
Email     **[info@fspoi.ie](mailto:info@fspoi.ie)**  
Post     **Financial Services and Pensions Ombudsman, Lincoln**  
           **House, Lincoln Place, Dublin 2, D02 VH29.**

## Changes to our Terms of Business or your details

If there is any important change in our Terms of Business after you open an account, we will let you know as soon as possible.

We will send any notices and letters to you at the last address you gave us.

If you wish to update or change your details, please fill in a change of instructions form. You can get one and fill it in at your local EBS office. If this is not convenient, you can call the Customer Service Line on **0818 654322** and we will send a form to you. We can act on your new instructions once you have completed and returned the form to us at,  
**10 Molesworth Street, Dublin 2, D02 R126.**