

## **EBS DEMAND ACCOUNTS GENERAL TERMS AND CONDITIONS**

### **Conditions**

1. These Conditions apply to the operation of EBS Demand Accounts. Capitalised terms used in these Conditions are defined at the end of this document in the “Definitions” section. If there is any conflict between these Conditions and the Specific Terms applicable to any EBS Demand Account, those Specific Terms will prevail.
2. If you are able to view or transact on your EBS Demand Account online then additional terms and conditions will apply. These are set out in the Your Account Online Conditions.

### **Account Opening**

3. An EBS Demand Account may be opened by any person who intends to use the EBS Demand Account for personal savings purposes. At our discretion, we may also make the account available to other types of customer. No more than 4 persons may jointly hold an EBS Demand Account. There may be circumstances where we refuse to, and/or cannot, open an EBS Demand Account.
4. An EBS Demand Account may be operated using a Passbook unless specified otherwise in the Specific Terms.
5. Proof of identity and address satisfactory to us is required on opening an EBS Demand Account. Until you satisfy our requirements in this regard the account will not be opened.
6. Where applicable, we may apply a minimum or maximum balance limit on your EBS Demand Account and/or on the combined balances of any of your EBS Demand Accounts. Where we notify you of a balance limit on your EBS Demand Account, you must operate your account in line with this balance limit and you may be required to lodge or withdraw funds to or from your EBS Demand Account to match the balance limit we have set.

### **Lodgements**

7. Cash and Non Cash Items which are euro-denominated may be lodged to an EBS Demand Account. Lodgements in a currency other than euro shall not be accepted.
8. Cash lodgements are credited immediately to the EBS Demand Account and are available for immediate withdrawal.
9. Non Cash Items are subject to examination, verification and funds clearance. We will credit Non Cash Items to your EBS Demand Account on the same day they are received, up to the close of business on any Working Day. It normally takes six Working Days from the date of lodgement to clear euro-denominated cheques and bank drafts unless they are drawn on a non-Irish financial institution, in which case they will take longer to clear and additional terms will apply including charges.
10. If a Non Cash Item lodged to an EBS Demand Account is returned unpaid or recalled by the paying bank, we will debit the EBS Demand Account with:
  - 10.1 the amount of that item;
  - 10.2 any interest we may have paid on it; and
  - 10.3 a charge of €4.44 where that Non Cash Item is a cheque lodged to your EBS Demand Account and returned “unpaid” due to the cheque failing to clear.
11. If a Passbook is not presented when making a lodgement, you will be required to provide your name, address and account number.
12. Your authorisation and consent to a lodgement is evidenced by accepting the lodgement receipt.

13. If an incorrect amount is paid to or from your EBS Demand Account, or if a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or any rules around how a payment is made), we may make any adjustment necessary on your EBS Demand Account without telling you beforehand. Where any adjustment has been made to your EBS Demand Account through no fault of ours, you may have to pay us any charges associated with doing this and we may take any amounts you owe us from your EBS Demand Account.

### **Credit Interest**

14. Interest rates on EBS Demand Accounts are variable (which means they can go down as well as up) and can be greater than 0% per annum or 0% per annum. If there is a change to the interest rate, we will notify you at least 2 months before the date the interest rate change takes effect in accordance with condition 55. Details of the interest rates that apply at any given time are available from any EBS office or on our website ([www.ebs.ie](http://www.ebs.ie)).
15. Where applicable, interest is accrued on a daily basis on credit balances. Interest may be accrued on a credit balance resulting from a lodgement of Non Cash Items from the end of the third Working Day from the date the lodgement is made. Interest may be credited to your EBS Demand Account as set out in the Specific Terms.
16. Subject to certain exceptions we must deduct Deposit Interest Retention Tax (DIRT) from any credit interest you earn on your Account at the prevailing DIRT rate on the day the credit interest is paid (where applicable).

### **Withdrawals**

17. Withdrawals may be made from an EBS Demand Account:
  - 17.1 over-the-counter at certain EBS offices in cash or by EBS Cheque; and
  - 17.2 if applicable to your EBS Demand Account, by Online Transfer in accordance with the Your Account Online Conditions.No other withdrawals are permitted, save as set out in the Specific Terms.
18. The maximum aggregate amount that may be withdrawn from an EBS Demand Account in one day:
  - 18.1 over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS Office;
  - 18.2 by Online Transfer is €5,000 (if applicable to your EBS Demand Account).Withdrawals will be debited to the EBS Demand Account immediately upon us processing the Withdrawal Request. We will ensure that each payment that you instruct us (in accordance with applicable procedures) to make and which we accept for execution, is credited to the account of the payee's bank by the end of the next Working Day after receipt of your instruction.
19. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
  - 19.1 you sign the Withdrawal Request; or
  - 19.2 your registration number, personal access code and any applicable one time passwords are entered on the EBS website in accordance with the Your Account Online Conditions.
20. EBS Cheques may be cancelled if the original EBS Cheque is returned to an EBS office (however the amount of the EBS Cheque will not be re-credited to your EBS Demand Account until you comply with our procedures in this regard). No other Withdrawal Request may be cancelled.
21. An EBS Demand Account must operate in credit and there must be sufficient cleared funds (i.e. where payment has been irrevocably received by us) in the EBS Demand Account to meet any Withdrawal Request and any applicable fees, charges or interest.
22. We may refuse any Withdrawal Request against uncleared funds or where you have not authorised or consented to the withdrawal in accordance with these Conditions and our procedures. If we refuse a Withdrawal Request we will let you know of this either in person, over the phone, via our online banking services or by any other means permitted and if possible we will also notify you of the reasons for doing so.

23. We can debit an EBS Demand Account to cover:
  - 23.1 any amount which is owed to us on an EBS Demand Account including, but not limited to, any applicable fees and charges,
  - 23.2 any loss, damage, cost or expense we suffer in connection with an EBS Demand Account (and you will be liable to indemnify us for such losses, damages, costs or expenses if there are insufficient funds in the EBS Demand Account).
24. EBS Cheques remain the property of EBS. As soon as an EBS Cheque is issued on your behalf, the relevant amount will be immediately debited to your EBS Demand Account, regardless of when the beneficiary of the EBS Cheque presents it for payment.

### **Passbook**

25. Entries in any Passbook issued may not necessarily show the true balance of your Account which is kept on our own books.
26. Where you are required to contact us regarding your Passbook or other Withdrawal Request you should telephone us on 0818 654 322 during working hours.
27. Passbooks remain the property of EBS and we may request the return of a Passbook at any time or we may refuse to reissue, renew or replace any Passbook.
28. You should take all reasonable care to prevent a Passbook being lost, stolen or misappropriated.
29. If you become aware that a Passbook is lost, stolen or misappropriated or is being used in an unauthorised manner, within 24 hours of becoming aware of such loss, theft, misappropriation or unauthorised use, you must advise us by telephone in accordance with condition 26.
30. If we are notified that a Passbook has been lost, stolen or misappropriated or if we believe that the security of a Passbook has been compromised or that unauthorised or fraudulent activity may be occurring on an EBS Demand Account, we may cancel the relevant Passbook so as to prevent its further use and we may provide the Gardaí with any information we consider relevant in this regard. We will advise you of any cancellation in writing or by telephone (including SMS) as soon as possible unless we are prevented from doing so by operation of law.

### **Unauthorised Withdrawals**

31. You are responsible for all withdrawals from the EBS Demand Account save for withdrawals where you did not authorise or consent to the withdrawal in accordance with condition 19. In that case, subject to conditions 32 and 33, we will immediately refund the amount of the unauthorised withdrawal to the EBS Demand Account and credit any interest to the EBS Demand Account as if the unauthorised withdrawal had not taken place.
32. Subject to condition 33, if a withdrawal from an EBS Demand Account was not authorised or consented to by you and it resulted from a lost, stolen or misappropriated Passbook, your liability for withdrawals in the period before you notify us will be limited to €50, provided that:
  - 32.1 you notify us as soon as reasonably possible, but at any rate within 30 days of becoming aware of the withdrawal in accordance with condition 26;
  - 32.2 such notification is made no later than 13 months after the date of the withdrawal.
33. We will have no liability to you for any withdrawals or other losses suffered where it is established that such loss was incurred as a result of your fraudulent action or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or the Your Account Online Conditions. For example, you did not take reasonable care to prevent your Passbook from being lost, stolen or misappropriated, or you did not ensure the safety of your registration number and personal access code (as referred to in Your Account Online Conditions), or you failed to notify us in accordance with condition 32. If, as a result of an investigation, we establish that a withdrawal claimed as unauthorised is in fact an authorised withdrawal, we will debit your EBS Demand Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation.

### **Incorrectly Executed Withdrawals**

34. If you believe that a withdrawal has taken place on your EBS Demand Account that was incorrectly executed, you must notify us in accordance with condition 26.
35. Subject to condition 36, where it is established that a withdrawal was incorrectly executed, we will immediately refund the amount of the incorrectly executed withdrawal to the EBS Demand Account and credit any interest to the EBS Demand Account as if the incorrectly executed withdrawal had not taken place provided that:
  - 35.1 you notify us within 30 days of becoming aware of the withdrawal in accordance with condition 26 and,
  - 35.2 such notification is made no later than 13 months after the date of the withdrawal.
36. We will have no liability to you for any losses suffered by you resulting from an incorrectly executed withdrawal or a delayed withdrawal due to incorrect, incomplete or unclear instructions (including but not limited to providing an incorrect account number) or where it is established that you either intentionally or by acting with gross negligence, breached any of these Conditions or the Your Account Online Conditions. If, as result of an investigation, we establish that a withdrawal was in fact correctly executed, you may be responsible for any reasonable costs incurred by us in carrying out the investigation.

### **Joint Accounts**

37. If an EBS Demand Account is operated as a joint Account:
  - 37.1 this agreement applies to all the joint account holders collectively;
  - 37.2 each of you will be jointly and severally liable for any amount which is owed to us in respect of the EBS Demand Account;
  - 37.3 on the death of one accountholder, the rights and/or liabilities in respect of the EBS Demand Account will become vested in the surviving accountholder(s) subject to receipt by us of the appropriate legal and/or tax clearance;
  - 37.4 subject to condition 37.5 all instructions issued and all acts done by one accountholder will be deemed to be instructions and acts of all accountholders; this means that one joint accountholder can withdraw funds from the account without the other's knowledge;
  - 37.5 in order to remove an accountholder from an EBS Demand Account, add a new accountholder to an EBS Demand Account, change the account address of an EBS Demand Account or to close an EBS Demand Account, all accountholders must sign the relevant instruction;
  - 37.6 we will communicate with joint Account holders at the account address. Each joint account holder is responsible for sharing this information with all joint Account holders;
  - 37.7 any joint accountholder may choose to disclose information in relation to the EBS Demand Account to third parties (for example their accountant, financial advisor or account aggregation service providers). Before you do so, you should make sure that all joint accountholders are happy for you to share their information in this way; this may result in the personal data relating to all joint accountholders being disclosed. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data;
  - 37.8 If we have reason to believe that there is a dispute between joint accountholders we may, but without being obliged to do so, place a block on the EBS Demand Account until we receive new instructions on the operation of the EBS Demand Account from all accountholders.

### **Statements and Queries**

38. Statements for the Account will be issued at least annually.
39. The statement will contain details of all transactions on the EBS Demand Account for the relevant period of the statement. You may also at any time obtain details of any transactions on your EBS Demand Account by viewing your EBS Demand Account details online on the "Your Accounts Online" section of [www.ebs.ie](http://www.ebs.ie) or by contacting us.
40. You should review any statement received from us and if you believe there is an error on an EBS Demand Account, you should notify us during working hours in accordance with condition 26 on the first Working Day after you receive the statement.

### **Fees and charges**

41. Fees and charges are not applicable to EBS Demand Accounts other than a charge for unpaid cheques which is set out in condition 10 of these Conditions and those fees and charges which are set out in the Specific Terms. Fees and charges may change from time to time and we will notify you not less than 2 months before the date the change takes effect in accordance with condition 55. Details of the changes to the fees and charges will also be available from any EBS office and on our website ([www.ebs.ie](http://www.ebs.ie)).
42. Charges will be debited to your EBS Demand Account at the end of the Working Day on which they arise, unless specified otherwise in these Conditions or in the Specific Terms.

### **Closure of an EBS Demand Account**

43. We can close your EBS Demand Account by giving you at least two months' notice. However we can close or suspend your EBS Demand Account immediately, or with less notice, if:
  - 43.1 you gave us incorrect information when applying to open your EBS Demand Account, where giving us the correct information would have resulted in the account not being opened;
  - 43.2 you have deliberately used your EBS Demand Account for illegal purposes;
  - 43.3 it is necessary in order to comply with our obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 or to avoid or prevent fraud or suspected fraud;
  - 43.4 if we must do so in order to comply with any law, regulation, court order, code or other duty that applies to us.

Notwithstanding any other provision in these Conditions, any and all rights that we have to refuse to execute a transaction under these Conditions, or any terms and conditions which apply to any other service or facility which we provide to you, including the Your Account Online Conditions continue to apply.

44. If we close an EBS Demand Account:
  - 44.1 we can still debit the EBS Demand Account under condition 23 to cover any Withdrawal Request; and
  - 44.2 you will still have to pay back any overdrawn amount, interest or other amounts which you owe us on the EBS Demand Account.
45. We may also close an EBS Demand Account if we become aware of the death of any of the accountholders. You may apply to close an EBS Demand Account at any time by contacting us. Additional conditions in relation to account closure apply which will be advised to you at the relevant time.
46. We may close your EBS Demand Account if it has had a nil balance for a consecutive period of 13 months or longer. We will write to you advising of this.
47. If you close an EBS Demand Account, you must pay us anything owing in accordance with condition 23.

### **Deactivation of an EBS Demand Account**

48. If we believe that we have lost touch with you, for example, if letters addressed to the Registered Address are returned undelivered, or money has not been paid into or taken out of an EBS Demand Account for at least 3 years, we can treat an EBS Demand Account as inactive, which means that there will be no further activity permitted on the EBS Demand Account until we hear from you.
49. If we treat an EBS Demand Account as inactive under condition 48, we will treat the EBS Demand Account as active again (reactivated) if:
  - 49.1 you contact us and complete the required documentation; or
  - 49.2 we think it is reasonable to reactivate it.
50. If we reactivate an EBS Demand Account, we will make any money in the EBS Demand Account available, together with any interest which the money would have earned if the EBS Demand Account had not been treated as inactive. If applicable, this interest will be taxable in the tax year in which it is paid even if it has been earned in an earlier tax year. This could affect your tax position.
51. If you wish to reactivate your account, you must provide us with satisfactory evidence of identity and address.

## **Contacting us**

At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found online at [www.ebs.ie](http://www.ebs.ie).

52. You may contact us:
  - 52.1 in person by visiting any EBS office. A full list of EBS offices is available on our website at [www.ebs.ie](http://www.ebs.ie);
  - 52.2 by telephoning us from within Ireland during working hours on 0818 654 322; or
  - 52.3 by writing to us at EBS d.a.c., 10 Molesworth Street, Dublin 2, D02 R126.
53. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

## **Contacting you**

54. Where we are allowed to by law we may contact you in person, by phone (including SMS message), by post, by hand delivery, by fax, by email or online (for example via any message facility available on our online services) or other electronic means. In order to ensure that we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.

## **General**

55. We may remove, change or add to any of these Conditions at any time, for example because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services. In that event, unless we are permitted by law to give you shorter notice, we will provide at least 2 months' notice by any means available to us at the time which is required or permitted by law or regulation, such as a notice provided to you in writing by post, email, text message or through our online banking services or published in a national daily newspaper or displayed in one of our offices. If you do not accept such changes, you have the option to close your EBS Demand Account. If you do not close your EBS Demand Account, you will be deemed to have accepted any such changes.
56. We may, without notice to you, set off any credit or debit balance in any EBS Demand Account against any debit or credit balance on any other account you may hold with us, including any mortgage account.
57. If an incorrect amount is debited or credited to an EBS Demand Account we may correct the entry, including debiting or crediting the EBS Demand Account, without notice to you.
58. We will not be liable to you for any loss which may be suffered if, by reason of any causes beyond our control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), we cannot provide services generally, or any particular service to you.
59. No delay, omission or forbearance on the part of EBS in exercising any right under these Conditions shall operate to or be construed or interpreted as operating to impair or waive such right.
60. We will access, process and retain personal information about you, your EBS Demand Account or any payment instructions we receive in respect of your EBS Account in order to provide our services.
61. If you have a joint account, any joint account holder may choose to disclose information in relation to the EBS Demand Account to third parties (please see the 'Joint Accounts' section for more information).
62. In the event that any provision of these Conditions becomes unenforceable or unlawful, such provision will not affect the remaining provisions which will continue to be binding.
63. These Conditions are in the English language and shall be construed according to the laws of Ireland. All communications with you will be in English. You will receive a copy of these Conditions on opening an EBS Demand Account and you may request a further copy at any time.

64. If we believe that the security of your EBS Demand Account has been compromised or fraudulent activity may be occurring on your EBS Demand Account we will contact you as soon as possible in writing or over the phone. Please note that we will never request your personal banking details (for example account numbers, PIN and/or other login details) via letter or email. If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will never ask you to make payments from your EBS Demand Account to any other account or ask you to provide your security details.
65. If you wish to make a complaint, you can do so by visiting our website or by writing to your local office and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.
66. You'll find more about the steps we take to try to solve your complaint in our complaints brochure. You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.
67. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in offices and online. It may change from time to time.
68. If you are accessing your EBS Demand Account via a third party through our online banking services the Your Account Online Conditions will apply. Please see the Your Account Online Conditions for further information.

## Definitions

**Conditions** means these terms and conditions from time to time applicable to the operation of EBS Demand Accounts.

**EBS, us and we** means EBS d.a.c., a designated activity company registered in Ireland under registration number 500748, and includes our successors and assigns. Our registered office is at 10 Molesworth Street, Dublin 2, D02 R126. Our website is at [www.ebs.ie](http://www.ebs.ie). EBS is regulated by the Central Bank of Ireland, PO Box 559, Dublin 1.

**EBS Cheque** means a cheque drawn on an account in the name of EBS made payable to the accountholder or such other person as may be designated in the relevant Withdrawal Request signed by the accountholder.

**EBS Demand Accounts** means the following euro-denominated EBS accounts:

- EBS Children's Savings Account
- EBS Instant Access Account

**Non Cash Items** means cheques, drafts, money transfer orders, direct debits, standing orders, electronic transfers and other funds lodged to the EBS Demand Account.

**Online Transfer** means an electronic funds transfer from an EBS Demand Account to selected utility companies, to make credit card payments or to certain other bank or building society accounts from time to time.

**Passbook** means the book issued by us on certain EBS Demand Accounts which may be used for the purposes of recording transactions on EBS Demand Accounts.

**Registered Address** means the address of the first named accountholder on the EBS Demand Account.

**Specific Terms** means the additional terms and conditions specifically applicable to each EBS Demand Account.

**Withdrawal Request** means any withdrawal order, transfer instruction or other instruction to debit an EBS Demand Account.

**Working Day** means a day other than a Saturday, Sunday or public holiday on which EBS is generally open for business in the Republic of Ireland. In relation to execution timeframes in respect of a payment to an account with another bank outside of the Republic of Ireland, it shall be defined as a day on which both the recipient bank is also open for business and the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 (TARGET) system or any successor thereto is operating.

**You or accountholder** means the party(ies) in whose name(s) the EBS Demand Account is held including your personal representative(s).

**Your Account Online Conditions** means the terms and conditions applicable to viewing or effecting transactions on EBS Demand Accounts online.