# Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004



#### About us

The Governor and Company of the Bank of Ireland is acting through its Bank of Ireland Global Markets office ("the Bank"). The business address of the bank is 3rd Floor, 27- 33 Upper Baggot Street, Dublin 4, D04 VX58 and the Registered Office is at 2 College Green, Dublin, D02 VR66. The registered number of the Bank in the Companies Office number is C-1. The Value Added Tax number is IE8Y42002P. The Bank is licenced under the Central Bank Act 1971 and is regulated by the Central Bank of Ireland. If you wish to contact the Bank in connection with this Currency Account, please contact 00353 16094330.

## Our main business

The principal business of the Bank is the provision of financial services to customers. This includes deposits and lending.

## Description of the financial service

The Bank provides deposit accounts in a currency other than Euro. The Global Markets Terms and Conditions (which are subject to change) govern these deposit accounts and will apply until the account is closed.

The financial service provided by the Bank may require the Bank to enter into FX transactions where the amount deposited is in a different currency that the currency of the account. You should be aware that currency prices are subject to movements over which the Bank does not have control and you may not receive back the same amount of currency on conversion as foreign exchange markets can go in either direction. The historical performance of such currencies, are no indicator of future performance of the Contract.

## Fees and Charges

The Bank does not charge a fee for opening the Currency Account or for allowing you to pay money into or from it. The charges relating to transactions on your account are set out in the Global Markets Account Fees and Charges and the Bank reserve the right to introduce or amend fees and charges in the future.

# DIRT

The Bank deducts Deposit Interest Retention Tax at source unless you are exempt from this under Taxation Law and fulfil all of the required conditions (see the Global Markets Terms and Conditions). The government sets this rate of tax. The rate of DIRT in force on the date of interest payment, applies to all interest.

## Compensation Scheme

The Bank is subject to and contributes to the Irish deposit guarantee scheme. The scheme does not cover all deposits and only deposits deemed to be "eligible deposits" are covered by the scheme (see the Global Markets Terms and Conditions).

## The Right to Cancel

The European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 ("the Regulations") gives the right to cancel within 14 days of the opening of the Account by writing (by registered post or hand delivery) to Bank of Ireland Global Markets, 3rd Floor, 27- 33 Upper Baggot Street, Dublin 4, D04 VX58 or to Customer Service Team, Bank of Ireland, Customer Service, 4th Floor Arena Building, Whitestown Way, Tallaght, Dublin 24.

The cancellation period begins from when you receive the Global Markets Terms and Conditions. Any credit amount in the Account and interest due under the Contract at the date of cancellation will be returned to you within 14 days from the date on which you gave notice of cancellation of the Contract. If the account is overdrawn, you will have to pay us the overdraft amount and any interest accrued.

You will not be charged for closing the account and cancelling the contract but the Bank is entitled to be paid for services provided due under the Global Markets Terms and Conditions. If you do not exercise your right of cancellation under the Regulations, the Global Markets Terms and Conditions that apply to the account continue to apply.

## Minimum Duration

The agreement can last for a particular period of time (or term) or it can be for an indefinite period (for further details see the Global Markets Terms and Conditions for your chosen Account).

# Early Termination

The Bank may end the agreement by giving you two month's notice. The Bank may end the agreement if you break the terms and conditions which apply to the Account or if certain things happen, for example, if you die, become bankrupt, or the Bank is required to close the account by law. The Global Markets Terms and Conditions include further details on this.

# Governing Law and Language

The Account will be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with the Account. The English language will be used for the purpose of interpreting the terms and conditions of the Account and all communication in connection with the Account.

# Making a Complaint/the Financial Services Ombudsman

The Bank wants to provide excellent service at all times. If you are not satisfied with any aspect of our service or products and wish to make a complaint, you can do so:

- (a) by writing to Head of Customer Group Dublin, Bank of Ireland Global Markets, Baggot Plaza, 27-33 Upper Baggot St, Dublin 4. D04 VX58;
- (b) by emailing **customergroupconductandregulation@boi.com**;
- (c) through our complaints form, available on the Bank of Ireland Group Website at the following link <u>Customer Feedback & Complaints Process</u> - Bank of Ireland Group Website or;
- (d) orally directly to your Global Markets Dealer or contact our team on **0818 200 365** or **+353 1 404 4000** from outside ROI. Where we receive a complaint orally, we will offer you the opportunity to have it handled in accordance with our complaints process.

Our aim is to try and resolve your complaint within five Business Days of us receiving it. If this is not possible, we will write to you within five Business Days of us receiving the complaint in order to acknowledge receipt while we look into it further.

If it takes longer than five Business Days for us to resolve your complaint, we will provide you with regular updates until it has been resolved and will issue a communication to you in writing with details of how your complaint has been resolved. We will seek to ensure that your complaint is resolved within 40 Business Days of receiving it.

In exceptional circumstances, if complaints are not resolved within 20 Business Days of us receiving it, we will write to you to provide you with an update.

We are subject to the procedures of the Financial Services and Pensions Ombudsman (FSPO), a statutory scheme which deals independently with complaints from consumers about their individual dealings with financial services providers that have not been resolved to the satisfaction of consumers through the internal complaints procedures of financial service providers. If you are a consumer and are unhappy with how your complaint has been resolved by us, you can contact the

Financial Services and Pensions Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. The contact details of the FSPO are as follows:

Tel: (01) 567 7000, E-mail: info@fspo.ie Website: www.fspo.ie