

# Instant Access Account

## Specific Terms

Effective date 9th January 2025

The EBS logo consists of the letters 'EBS' in a bold, white, serif font, centered within a solid red rectangular background.

**EBS**

## Introduction

The EBS Instant Access Account is designed to enable accountholders to save whilst also allowing instant access to the savings at EBS offices.

## General

1. These Specific Terms apply, in addition to the General Terms and Conditions for EBS Demand Accounts, to the operation of EBS Instant Access Accounts (each an "Account") and form part of your Agreement with us in respect of the Account. If there is any conflict between these Specific Terms and the General Terms and Conditions for EBS Demand Accounts, these Specific Terms will prevail. Terms not defined herein shall have the meaning given to such term in the General Terms and Conditions for EBS Demand Accounts.
2. You may hold no more than two Accounts (whether jointly or in your own name). There is no minimum balance to open an Account.

## Interest

3. You may earn credit interest on your Account. Where applicable, interest will be posted to your Account twice per annum – in June and December.
4. All interest rates that apply to your Account are variable. They can be greater than 0% per annum or 0% per annum. Details of applicable interest rates are provided on Account opening and are available from any EBS office or on our website [www.ebs.ie](http://www.ebs.ie). For more information on the interest rates, please refer to the "General Terms and Conditions for EBS Demand Accounts".

## Withdrawals

5. A Passbook may be issued on the Account.
6. Withdrawals may be made from the Account:
  - 6.1. as set out in the General Terms and Conditions for EBS Demand Accounts; and
  - 6.2. if the Account was opened prior to 1st January 2016, payments can be made from the Account by:
    - (a) Standing Order; or
    - (b) Direct Debit; or
    - (c) Online Transfer, or
  - 6.3. if the Account was opened after 1st January 2016, payments can be made from the Account by:
    - (a) Standing Order to any other EBS Account; or
    - (b) Direct Debit to any EBS mortgage Account; or
    - (c) Online Transfer.

For the avoidance of doubt, for Accounts opened after 1st January 2016 no other Direct Debits or Standing Order payments will be allowed.

7. Where a Direct Debit or Standing Order facility is set up on the Account:
  - 7.1. the maximum cumulative amount that may be withdrawn from the Account is the amount(s) specified in the relevant mandate(s);
  - 7.2. the withdrawal(s) may be made in accordance with the relevant mandate and in the case of Direct Debits, the SEPA Scheme Rules;
  - 7.3. in relation to Direct Debits under the SEPA Direct Debit Core Scheme, you may instruct us in writing to limit any such Direct Debits to a particular amount and/or period; and
  - 7.4. please note that the 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.
8. It shall be deemed evidence of your authorisation and consent to a withdrawal when:
  - 8.1. you sign the Withdrawal Request;
  - 8.2. you sign the Direct Debit or Standing Order mandate; or
  - 8.3. if applicable to your Account, your registration number, personal access code and any applicable one time passwords are entered on the EBS website in accordance with the Your Accounts Online Conditions.
9. Where Direct Debits are allowed on the Account in accordance with these Specific Terms, you may notify us at any time to adopt a Listing Approach to the acceptance of Direct Debits presented on your Account. If you instruct us to adopt a Listing Approach, it is your responsibility to ensure that the Direct Debits specified on the respective list are correct. Inclusion of a Direct Debit on a White List or exclusion of a Direct Debit from a Black List may be deemed as evidence of your consent to the processing of the Direct Debit. If you do not request a Listing Approach, Direct Debits will be made from your Account in accordance with the relevant mandate until such time as that mandate is cancelled by you in accordance with condition 10.
10. Individual Direct Debit payments and Standing Order payments may be cancelled by notifying us in writing up until 3.30pm on the Working Day prior to the date agreed for debiting the Account;
  - 10.1. Direct Debit mandates and Standing Order mandates may be cancelled by notifying us in writing, however, any such notification received by us after 3.30pm on the Working Day prior to the date agreed for debiting your Account, shall not take effect until after such debit has occurred;
  - 10.2. Direct Debit payments from your Account which are subject to the SEPA Direct Debit Core Scheme may be amended, cancelled, or revoked by you by contacting the relevant payee to give notice of the change or revocation of your consent and / or cancellation of the Direct Debit. You must notify us of the amendment, revocation, or cancellation as soon as possible; and
  - 10.3. no other Withdrawal Request may be cancelled save as outlined in the General Terms and Conditions for EBS Demand Accounts.

## Refund rights under the SEPA Direct Debit Core Scheme

11. You:
  - 11.1. have a right to request a refund for any Direct Debit paid from the Account in accordance with the SEPA Direct Debit Core Scheme for a period of 8 weeks from the execution date of that Direct Debit;
  - 11.2. must contact us in writing within 8 weeks of the date of the transaction to avail of this refund right; and
  - 11.3. agree to resolve any disputed Direct Debit directly with the payee concerned and accept that the obligations of us and / or the payment service provider of the payee under the SEPA Direct Debit Core Scheme are not subject to claims or defences under the contractual or other arrangements in place between you and the payee.

## Incorrectly executed and non-executed SEPA Direct Debits

12. If a Direct Debit has been made on your Account where:
  - 12.1. you have not consented to the Direct Debit in advance directly to us;
  - 12.2. you were not given prior notice from us or from the recipient of the Direct Debit of the amount to be debited prior to the due date for the transaction; and
  - 12.3. the amount debited exceeded the amount you could reasonably have expected taking into consideration your previous spending pattern,  
  
you may request a refund of the amount from us by telephoning us on 0818 654 322 if calling from within Ireland during working hours; or  
  
+353 1 665 8080 if calling from outside Ireland or if calling outside working hours, provided such request is made within 8 weeks of the date of the transaction;
  - 12.4. within 10 Working Days of you providing all relevant information to us in relation to the transaction, we will either refund the amount requested or provide reasons for refusing the refund.

## Fees and charges

13. If a Direct Debit is called from your Account and is returned "unpaid" due to insufficient funds in your Account, a charge of €6.35 shall be debited from your Account at the end of the Working Day on which the Direct Debit was returned.
14. With effect from 1 January 2012, Government stamp duty will be charged on EBS Cheques at the applicable rate and an additional charge of €1.27 will apply per EBS Cheque. These charges will be debited to the Account on the day that the EBS Cheque is issued to the accountholder.

## Definitions

**Account** for the purpose of these Specific Terms is an EBS Instant Access Account opened in accordance with our procedures.

**Agreement** means all of the following:

- a) the General Terms and Conditions for EBS Demand Accounts, which contains the main terms for your Account;
- b) the information in your application form (if applicable) for your Account;
- c) any document provided to you regarding your Account, containing information on its terms and conditions, use and/or security;
- d) these Specific Terms; and
- e) the terms and conditions for any other services we provide that you may use in relation to your Account (for example, our online banking services).

**Direct Debit** means an instruction from an accountholder to EBS to transfer a fixed or variable amount from one account to an account, either in the name of the accountholder or a third party in Ireland or in SEPA.

**Online Transfer** means an electronic funds transfer, instructed by the customer by using the Your Accounts Online service, from an Account to (i) selected utility companies, (ii) to make credit card payments, or (iii) to another EBS account in your name. The list of permitted utility companies and credit card providers that an Online Transfer can be made to is managed by EBS.

**Listing Approach** means a specific listing of Direct Debits which are either permitted by you for presentation for payment by us (known as a “White List”) or are not permitted by you for presentation for payment by us (known as a “Black List”).

**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.

**SEPA** means the Single Euro Payments Area, comprising those countries including Ireland which are listed in the official list of SEPA countries as published and updated or amended by the European Payments Council from time to time.

**SEPA Direct Debit Core Scheme** means the European Payments Council's SEPA Direct Debit Core Scheme and the rulebook applicable to that scheme of the European Payments Council as may be in force and amended from time to time and as described in the information and rulebook as is available from the European Payments Council's website.

**SEPA Scheme Rules** means, as applicable, the SEPA Direct Debit Core Scheme Rules or the SEPA Credit Transfer Scheme Rules of the European Payments Council as amended and updated from time to time.

**Specific Terms** means these terms and conditions from time to time applicable to the operation of the Account.

**Standing Order** means an instruction from you to us to make a series of payments in a specified amount from your Account on specified dates to a specified payee.

**Unique Identifier** means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment (for example national sort code (NSC) of the payee's bank and the payee's account number or the payee's International Bank Account Number (IBAN) and the Bank Identification Code (BIC) of the payee's bank).

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

**Working Day** means a day (other than a Saturday, Sunday or public holiday) on which EBS is generally open for business in Ireland. In relation to execution timeframes in respect of a payment to an account with another bank, 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.

EBS d.a.c. is regulated by the Central Bank of Ireland.  
Registered Office: 10 Molesworth Street, Dublin 2, D02 R126.  
Registered in Ireland. No. 500748.

The logo consists of the letters 'EBS' in a white, bold, serif font, centered within a solid red square.

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