

# International Payments Terms & Conditions



Allied Irish Bank (GB)

# International Payments Terms & Conditions

## Introduction

Outward International Payments are payments that allow you to send money abroad in foreign currency or sterling for the account of the beneficiary. In Allied Irish Bank (GB), an outward International Payment is transacted on completion of a Paylink form.

Inward International Payments are payments that are received in any currency from banks based in another country or in any currency except sterling from banks based in the UK.

## Terms & Conditions

These Terms & Conditions apply to International Payments processed by Allied Irish Bank (GB) from May 2013. These Terms & Conditions are available upon request and via our website [business.aibgb.co.uk](http://business.aibgb.co.uk)

Allied Irish Bank (GB) is a trade mark used under licence by AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks p.l.c.), incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Routing and Channels

Allied Irish Bank (GB) uses SWIFT (Society for Worldwide Interbank Financial Telecommunications), EBA (Euro Banking Association), and other payment systems and a wide range of correspondent banks who act as agents of Allied Irish Bank (GB) to effect International Payments. The routing and channel(s) used by Allied Irish Bank (GB) is entirely at our discretion.

## I. Definitions

**'We', 'us', 'our' and 'Bank'** means Allied Irish Bank (GB), its successors and assigns.

**'You' and 'your'** refers to the customer or customers in whose name the account is held.

**Account** means your Allied Irish Bank (GB) Account.

**Authorised Payment** A payment which has been made with your permission and in line with our Terms & Conditions.

**Banking Day** means any day of the week excluding Saturday, Sunday or bank holidays in England, Wales and/or Scotland as appropriate.

**BIC** means the Bank Identification Code - a BIC is a unique identification code for a particular bank.

**EEA Countries** means the current members of the European Economic Area as may be amended from time to time.

**IBAN** The IBAN is a series of alphanumeric characters that uniquely identifies an account held at any bank throughout the world.

**International Payment** Transferring funds, in any currency, from one account to another account outside the UK, or transferring funds from one account to another inside the UK in any currency other than sterling.

**Payer** means the person/company who initiates the payment.

**Payment Service Provider** An organisation that offers any payment services, such as International Payments, to customers. For the purposes of this document, the payment service provider is AIB Group (UK) p.l.c. trading as Allied Irish Bank (GB).

**Paylink** means the Paylink International payment form.

**Reference** A combination of letters, numbers or symbols used to identify a payment.

**SWIFT** means the Society for Worldwide Interbank Financial Telecommunication.

## 2. General

### 2.1 Contacting us

You can contact us through your branch, by email and by phone (as set out in your Terms & Conditions and in our 'How does our service measure up?' brochure), and through our different helplines (for example, online banking).

You can also contact us by writing to our head office at Allied Irish Bank (GB), 1st Floor, St Helen's, 1 Undershaft, London EC3A 8AB.

2.2 These Terms & Conditions apply to our International Payments only. In the event of any overlap and/or inconsistencies between these Terms & Conditions and the Terms & Conditions of your Account, your Account Terms & Conditions will take precedence.

2.3 These Terms & Conditions are governed by the laws of England and Wales and in the event of a dispute the courts of England and Wales have exclusive jurisdiction.

2.4 These Terms & Conditions are written in English and all our communications will be in English.

2.5 International Payments within Allied Irish Bank (GB) are processed through Customer Treasury Services. To ensure we carry out your instructions accurately and to help improve our services, we may monitor and/or record telephone conversations with Customer Treasury Services.

## 3. Information you will need to make an outward International Payment:

3.1 To effect an outward International Payment, you are required to complete a Paylink form. To complete a Paylink form, you must:

- a) Have an Account;
- b) Know the amount you wish to transfer;
- c) Know the beneficiary's name and address;
- d) Know the name and address of the beneficiary bank (or its BIC);
- e) Know the beneficiary's IBAN (International Bank Account Number) or the bank routing number (sort code) and account number.

3.2 To make a cross-border payment within the EEA, you will need to quote the IBAN of the beneficiary and the beneficiary's bank's BIC (or SWIFT address).

3.3 It is your responsibility to ensure that the Paylink form is completed correctly.

## 4. Information you will need to provide to the Payer to receive an inward International Payment:

4.1 To receive an inward International Payment, you must provide the Payer with the following:

- a) Your full account name and address;
- b) Your account number with Allied Irish Bank (GB);
- c) For payments originating within the EEA, you must provide your IBAN & Allied Irish Bank (GB) BIC. Your IBAN is found on the front of your account statement and Allied Irish Bank (GB) BIC is AIBKGB2L;
- d) For payments originating outside the EEA, it is recommended that you provide your IBAN & Allied Irish Bank (GB) BIC (as outlined in the point above).

4.2 Any incorrect information provided, including but not limited to IBAN and/or BIC may result in the delay of applying funds to your account or the return of the incoming payment to the remitting institution.

## 5. Refunds/Redress

5.1 In the event of a dispute or query in respect of an International Payment, please refer to your Account Terms & Conditions.

## 6. Fees and Charges

6.1 The total cost of an International Payment is made up of the value of the payment (or equivalent) and Allied Irish Bank (GB) charges.

- 6.2 The total value of an inward International Payment is credited to your Account with Allied Irish Bank (GB) and our charges, if applicable, are deducted separately.
- 6.3 Allied Irish Bank (GB) fees and charges for International Payments are listed in our Customer Treasury Services Charges which will be provided to you with these Terms & Conditions. They are also available on our website [business.aibgb.co.uk](http://business.aibgb.co.uk)
- 6.4 If you are making a payment within the EEA, in an EEA currency, the person sending the money and the person receiving it must pay their own bank charges, otherwise intermediary and/or receiver bank charges may be deducted from a payment amount before it is credited to the receiver's account.
- 6.5 If you are making an International Payment from a foreign currency account, the charge for the payment will be debited at the rate of exchange applicable to your Account the day your foreign currency account is debited.
- 6.6 If you are receiving an International Payment into a foreign currency account, the charge for the payment will be debited at the rate of exchange applicable to your Account the day the account is credited.

## 7. Exchange rates

- 7.1 The exchange rate used to effect an International Payment will be the exchange rate used by the Bank on the day you instruct us to make the transaction. If you complete a Paylink form in a branch, we will advise you of the rate at the time. If we receive your International Payment through a secure system, as agreed with your branch, the exchange rate will be sent to you in the post. Please note we can change our exchange rates immediately and without notice.
- 7.2 The exchange rate used to convert an inward International Payment will be the exchange rate used by the Bank on the day of the transaction. The exchange rate will be sent to you in the post. Please note we can change our exchange rates immediately and without notice.
- 7.3 It is possible to agree an exchange rate in advance. When a rate has been agreed in advance of a payment, you must provide the details of the rate and our reference. In the case of an outgoing International Payment, the rate and reference must be quoted on the Paylink form or in the letter of instruction. In the case of an inward International Payment, the rate and reference must be quoted on the inward payment by the Payer's bank. (Important note: Any pre-agreed exchange rate is a legally binding Agreement with you to complete the respective foreign exchange transaction. If you need to cancel an agreed rate you should advise us immediately. You may be liable for any losses incurred by us due to your failure to utilise the agreed exchange rate and we reserve the right to charge your Allied Irish Bank (GB) account with the costs in these circumstances).

## 8. Currency cut-off times & Maximum Timeframes

- 8.1 In the case of an International Payment to other EEA countries, in GBP or EUR, if we receive the International Payment before 3.30pm, we will process your payment the following Banking Day. Funds will normally be available to the beneficiary bank two Banking Days following receipt of your application by Allied Irish Bank (GB) unless a different timescale is agreed with you. Where an intermediary bank is used to transmit the International Payment to the beneficiary bank this timescale may be longer. In any case, payment to a beneficiary bank will not exceed three Banking Days following receipt of your correctly completed Paylink form by Allied Irish Bank (GB).
- 8.2 In the case of an inward International Payment from an EEA country, in GBP or EUR, if we receive an instruction before 3.30pm, we will process your payment on the value date quoted, unless the value date specified has passed or unless it is a non Banking Day. If the date quoted has already passed, we will process your payment on the date we receive it. If a payment is received after the cut off time or on a non-Banking Day, this will be deemed to have been received the following Banking Day.
- 8.3 For payments received from other countries or paid in other currencies, various cut-off times and value dates apply. Please contact your branch or Relationship Manager for further details.

## 9. Details about International Payments

- 9.1 The value of an International Payment is either the sterling value that you wish to transfer from a sterling account, the foreign currency value from a foreign currency account, the sterling value from a Currency Account or the equivalent of a currency transferred from a different Currency Account.
- 9.2 We will provide you with the following information as soon as reasonably practicable after the payment has been processed:
  - a) A reference number enabling you to identify the payment, and where applicable, information relating to the recipient of the funds;
  - b) The amount of the payment in the currency in which your account is debited or the currency used for the payment;
  - c) The amount of any charges payable by you for the payment;
  - d) The exchange rate used by us and the amount of the payment after the currency conversion;
  - e) The debit value date.

## 10. Details about Inward International Payments

- 10.1 We will provide you with the following information as soon as reasonably practicable after the payment has been processed:
  - a) A reference number enabling you to identify the payment, and where applicable, information relating to the Payer of the funds;

- b) The amount of the payment in the currency in which your account is credited and/or the currency received by you;
- c) The amount of any charges payable by you for the payment;
- d) The exchange rate used by us and the amount of the payment after the currency conversion;
- e) The credit value date;
- f) Any reference information provided by the remitter or their bank.

## 11. Cancelling a Payment

Generally, once received by us for execution, International Payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so. Any amendment or cancellation instruction should be given to your branch or Relationship Manager in writing, by telephone or in such other form as we may prescribe. You will be liable for any additional fees, expenses and/or exchange losses which arise out of any such amendment or cancellation or any investigation initiated at your request. Payment by us against uncleared effects will not give rise to any obligation on us to do so on any subsequent occasion. If we receive a request to cancel a payment credited to your Account, you will be contacted.

## 12. Account to be debited for an International Payment

- 12.1 You must indicate on a Paylink form which account and sort code you wish to have debited for the cost of the International Payment. You may indicate a different account for charges. Special arrangements can be made beforehand to debit a different linked account for charges.
- 12.2 You will be debited for an International Payment on the date the funds are taken from your Account.

## 13. Account to be debited for an inward International Payment fee

- 13.1 The fee for an inward International Payment will be debited from the account credited, unless you have agreed an alternative arrangement with your branch or Relationship Manager.

## 14. Our liability to you

- 14.1 To the extent permitted by law and except as otherwise set out in these Terms & Conditions we will not be liable for and shall be indemnified (reimbursed) in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business contract, revenues or anticipated savings or for any special indirect or consequential damage of any nature whatsoever.

This clause does not affect your rights under the Payment Services Regulations 2009 or any other legislation in respect of unauthorised or incorrectly executed transactions. Also, you are under no increased duty of care or liability in respect of your observance of the security features of this product than is required under such legislation.

- 14.2 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. Where we provide you with services outside the EEA, we shall not be liable to you for any delay or failure caused by an intermediary or agent bank or any clearing or settlement system.
- 14.3 We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your account where we are entitled to do so in accordance with these Terms & Conditions by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.
- 14.4 Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of your account and, making enquiries to establish whether a person is subject to sanctions or the payment is in contravention of our own internal bank policies (for further details refer to our AIB Group (UK) p.l.c. website). This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds.

## Value and Service: The heart of our business

Value and service are at the heart of our business. We aim to provide real value to every one of our customers and to deliver the highest standard of service in banking and financial services.

Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.), incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Details of how we are regulated are available on request from any Allied Irish Bank (GB) branch.

You can get impartial consumer information from the Money Advice Service's website [www.moneyadviceservice.org.uk](http://www.moneyadviceservice.org.uk)

Allied Irish Bank (GB) subscribes to The Lending Code. Details of the Code are available from any branch or from the Lending Standards Board website [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

Any references to tax and tax savings are based on our understanding of current legislation and HM Revenue & Customs practice. The law relating to taxation is liable to change in the future.

Credit is available only if you are aged 18 or over, and depends upon our assessment of your financial position. Written quotations are available upon request.

### **Complaints**

If at any time you are dissatisfied with our service please let a member of staff in your branch (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, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephones: 0800 023 4567

+44 20 7964 1000 (for calls from outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Important information**

All the information contained in these Terms & Conditions is correct at the time of printing. If there are any further changes to your Terms & Conditions, we will communicate these changes to you two months before the changes become effective.

We have set up a phone number you can use to report suspicious or fraudulent transactions, no matter what product or service they apply to. The number is 028 9034 6060. A Customer Service Advisor will be available from 8.30am to 5.00pm. Outside these hours, there will be a recorded answering service. You can leave a message and we will follow it up the next Banking Day. We will also record the message and add it to our files.



## Allied Irish Bank (GB)

Information correct as at November 2015

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