



# Allied Irish Bank (GB) International Payments Terms & Conditions

## Introduction

Outgoing International Payments are payments that allow you to send money abroad in foreign currency or in Sterling, for the account of the Receiver. In Allied Irish Bank (GB), an Outgoing International Payment is transacted on completion of a Paylink Form or on completion of a SEPA Credit Transfer Form.

Incoming International Payments are payments that are received in any currency from financial institutions 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 13th January 2018. These Terms & Conditions are available upon request and via our Website.

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## Routing and Channels

Allied Irish Bank (GB) uses SWIFT (Society for Worldwide Interbank Financial Telecommunications), EBA (Euro Banking Association), SEPA Scheme 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.

## 1 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, from which or into which an International Payment can be made.

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

**Banking Day** means any day of the week other than Saturday, Sunday or bank holidays in England, Wales and/or Scotland, even though some of our branches and services are open on non-Banking days. Payments made into your Account on a day that is not a Banking day will be processed the following Banking day. The date that is shown for that payment (for

example, on your statement), and the date from which the money starts to earn interest if it is in an interest-bearing Account, will still be the following Banking day.

**Bank Code** means a local numerical code to identify financial institutions and its branches within a country. Example National Sort Code (NSC) for UK, ABA number for US.

**BIC** means the Bank Identifier Code and is a unique address that identifies a financial institution.

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

**IBAN** means International Bank Account Number (IBAN) and is the international standard for numbering bank accounts.

**Intermediary Bank** means a bank or financial institution that acts on behalf of another bank or financial institution in transferring of funds between the Payer and Receiver.

**International Payment Application Form** means Paylink Form and SEPA Credit Transfer Form.

**International Payment** means transferring funds (Including SEPA Credit Transfer payments), in any currency, from or to another account outside the UK, or transferring funds from or to another account inside the UK in any currency other than sterling.

**Payer** means the individual or organisation sending funds to another individual or organisation via any payment channel.

**Payment Service Provider** mean an organisation that offers any payment services to customers including, but not limited to, us.

**Paylink Form** means a form used to make International payment in all major currencies to most destinations worldwide (Excluding SEPA Credit Transfer).

**Receiver** means the owner of an account to which funds are to be credited.

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

**SEPA** means the Single Euro Payments Area as defined by the EPC as being the area where citizens, companies, and other economic actors will be able to make and receive payments in Euro, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location with that area. The official list of SEPA countries as are published and updated or amended by the European Payments Council from time to time.

**SEPA Credit Transfer** means a single non-urgent Euro payment that is executed in accordance with the SEPA Scheme Rules. The Receiver's bank must be SEPA reachable.

**SEPA Credit Transfer Form** means a form used to make SEPA Credit Transfer payment.

**Standard exchange rate** means foreign exchange rate of the day, provided by us for payment amounts below the Standard exchange rate threshold value. The reference exchange rate used by us to determine the standard exchange rate is the mid-market rate available at the start of the Banking day.

**Standard exchange rate threshold value** means currency equivalent of £ 20,000.

**SWIFT** means the Belgium based Society for Worldwide Interbank Financial Telecommunication and processes payments on behalf of financial institutions worldwide.

**Unique Identifier** means information required to identify the bank Account of the Receiver when processing a payment (for example the IBAN of the Receiver and the BIC of the Receiver's Bank).

**Website** refers to our internet site, <https://aibgb.co.uk>

## 2. Contacting us

You can contact us through our contact centre, through our branches, by email and by phone (as set out in your terms and conditions). Further details on how to contact us are listed below.

- a) Details of your branch will be provided to you when you open your Account.
- b) We have a phone number you can use to report unrecognised, suspicious or fraudulent transactions, no matter what product or service they apply to. The number is 028 9034 6060 and it can also be found on our Website. A customer service adviser will be available to handle your query on a 24/7 basis. Calls may be recorded for training and monitoring purposes.
- c) You can also contact us by writing to our head office at AIB GB, St Helen's, 1 Undershaft, and London, EC3A 8AB.

## 3. Contacting You

Subject to applicable law, we may contact you in person, by phone (including text message), post, hand delivery, by fax, by email or online (for example, via message facility available on our online banking or similar systems) or other electronic means.

## 4. General

- 4.1 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.
- 4.2 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.
- 4.3 These Terms & Conditions are written in English and all our communications will be in English.
- 4.4 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 your telephone conversations with Customer Treasury Services.

## 5. Notice of changes to this terms and conditions

- a) We may alter these terms and conditions from time to time. Alterations will normally be caused by changes in the cost of providing the service, changes in, or our requirement to conform with, general banking practice, expected or actual changes in legal or other requirements affecting us, promotional reasons, any

system or product development or to enable us to conduct our business in a prudent or competitive manner or other good reasons. We may also change these terms and conditions to make them clearer or more favourable to you or to rectify any errors identified after we have provided these to you.

- b) If you do not make International Payments using our iBusiness Banking service, we will provide you with a copy of the amended terms and conditions before you instruct us to make an International Payment from your Account. We will consider you to have accepted the amended terms and conditions by signing the International Payment Application Form.

## 6. Information you will need to make an Outgoing International Payment:

- 6.1 To complete a Paylink Form, you must:
  - a) Have an Account;
  - b) Know the amount you wish to transfer;
  - c) Know the Receiver's full name and address;
  - d) Know the IBAN of the Receiver and BIC of the Receiver's bank (Mandatory for intra EEA and Switzerland payments) or
  - e) Know the Account number of the Receiver, bank Code of the Receiver's bank and BIC of the Receiver's bank or
  - f) Know the account number of the Receiver, bank code of the Receiver bank and Receiver's bank full Name and Address
  - g) Provide a clear purpose for the payment.
- 6.2 To complete a SEPA Credit Transfer Form, you must:
  - a) Have an Account;
  - b) Know the amount you wish to transfer (transfer currency must be in Euro);
  - c) Know the Receivers full name and IBAN.
- 6.3 Making payments to SEPA zone countries and to certain non-EEA countries, you must include a valid IBAN for the Receiver on all payments to these countries. If you do not provide this information on your payment instruction, we will be unable to process your Outgoing International Payment. Please visit our Website for list of IBAN mandatory countries.
- 6.4 It is your responsibility to ensure that the International Payment Application Form is completed correctly. Failure to provide the correct information may result in your International Payment being returned to your Account for a lesser amount due to foreign bank fees and charges and/or exchange rate losses.
- 6.5 You consent to making an International Payment from your Account by:
  - a) signing the International Payment Application Form; or
  - b) the payment authoriser using of the requested code, if the International Payment is being made using our iBusiness Banking service. Please refer to iBusiness Banking terms and conditions for further information.

## 7. Information you will need to provide to the Payer to receive an Incoming International Payment:

- 7.1 To receive an Incoming International Payment, you must provide the Payer with the following:
  - a) Your full Account name and address and;
  - b) Your IBAN and BIC of Allied Irish Bank (GB). Your IBAN is found on the front of your Account statement and Allied Irish Bank (GB) BIC is AIBKGB2L or;
  - c) Your Account Number and our NSC or
  - d) For Euro payments originating within SEPA reachable countries by using SEPA, provide your IBAN.

7.2 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 International Payment to the sending institution.

## 8. Refunds/Redress

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

## 9. Fees and Charges

9.1 Fees for Outgoing International Payments will be debited from the Account on which the payment is applied, unless you have made alternative arrangements with your branch or Relationship Manager.

9.2 You will be debited for an Outgoing International Payment fee on the date the funds are taken from your Account.

9.3 The fee for an Incoming International Payment will be debited from the Account credited, unless you have agreed an alternative arrangement with your branch or Relationship Manager.

9.4 Our fees and charges for International Payments are listed in our Customer Treasury Services - Schedule of Charges brochure and these are available on our Website under "Fees and Charges" section.

9.5 A transaction charge may be applied to each Outgoing and Incoming International Payment. For more information on Transaction charges please review our Personal and Business Banking fees and charges brochures. These are also available on our Website under "Fees and Charges" section.

9.6 If you are making a payment within the EEA, in any currency, you and the Receiver must pay your own bank charges. An Intermediary Bank may not deduct its charges from the payment amount on a payment made in an EEA currency within the EEA. For non-EEA payments, an Intermediary Bank may deduct its charges from the payment amount before it is made available to us or to the Receiver's Bank.

9.7 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.

9.8 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.

## 10. Exchange rates

10.1 Any payment to or from your Account in a currency other than the currency of your Account, will require a currency conversion using a foreign currency exchange rate.

10.2 If you complete an International Payment Application Form in a branch, we will advise you our Standard exchange rate at the time and these Standard exchange rate is available on our Website. This is our indicative rate and the actual exchange rate used for transaction will be made available by post or email or via our online banking services (for example, in your payment logs) or by any other means permitted. Please note we can change our exchange rates immediately and without notice.

10.3 For International Payments the exchange rate used for such conversions will be:

- a) for amounts up to and including our Standard exchange rate threshold value, our applicable Standard exchange rate on the Banking Day on which the instruction is deemed to have been received by us; and
- b) for amounts over our Standard exchange rate threshold value, we will attempt to contact you to negotiate a rate with you before we make the conversion.
- c) If we are unable to contact you or have been unable to agree a rate with you within two hours of receiving the payment instruction or at the latest by 4:00 pm on the Banking Day on which a payment received by us, we will apply the prevailing exchange rate as determined by us at that time.

10.4 It is possible to agree an exchange rate in advance. When a rate has been agreed in advance for an Outgoing International Payment, you must provide the details of this rate and our reference on the International Payment Application Form or in the letter of instruction.

(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 Account, or any other account you hold with us, with the cost in these circumstances).

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

11.1 Where we accept an International Payment instruction, we will ensure that the Receiver's bank is paid within the following timeframes (assuming we have received a completed instruction before the relevant cut-off time on a Banking Day).

Type of payment	Maximum Execution Time
* Payments in Euro to any EEA country.	Minimum of same Banking Day and at the latest by the end of the next Banking Day after we receive the payment instruction. This time limit may be extended by a further Banking Day where you initiate a payment by using a paper form.
Payments in any other EEA currency within the EEA.	Minimum of same Banking day and at the latest by the end of the fourth Banking Day after we receive the payment instruction.
All other payments.	This varies depending on the currency or the country you are sending the payment to (or both). We will take reasonable steps to ensure that your instructions are carried out in a timely manner. Any timeframe that we give you will be indicative only and we do not guarantee that it will be met in every case.

\* provided that the currency conversion takes place within the United Kingdom and, in the case of cross-border payments, the transfer takes place in Euro.

11.2 Cut off time for Outgoing International Payments initiated using International Payment Application Form is available on our Website and payments executed using electronic channels (for example iBB) are available on the relevant channels.

11.3 In the case of an Incoming International Payment, if we receive an instruction before our Incoming International payment cut-off times, 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.

11.4 Please visit our Website or contact your branch or Relationship Manager for Incoming International Payment cut-off times.

## 12. Details about Outgoing International Payments

12.1 Information in relation to your International Payments will be made available by post, email, via our online banking services (for example, in your payment logs) or by any other means permitted.

12.2 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 Receiver of the funds;
- b) The amount of the payment transaction in the currency used in the payment instruction;
- 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; and
- e) The debit value date.

## 13. Details about Incoming International Payments

13.1 Information in relation to your International Payments will be made available by post, email, via our online banking services (for example, in your payment logs) or by any other means permitted.

13.2 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 Payer of the funds;
- b) The amount of the payment in the currency in which the funds are received by us;
- 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; and
- f) Any reference information provided by the Payer or their financial institution.

## 14. 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 an International Payment credited to your Account, you will be contacted.

## 15. Our liability to you

15.1 To the extent permitted by law and except as otherwise set out in these Conditions we shall only be liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. This Condition does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised transactions or incorrectly executed transactions (for example, instructions not followed correctly or transactions not carried out properly).

15.2 We may use any intermediary or agent bank and clearing and settlement system of our choice to execute any payment. The routing and channel(s) used by us is entirely at our discretion. 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.

15.3 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.

15.4 We will not be liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:

- a) A fault which has happened in any system used to carry out a transaction;
- b) An industrial dispute (for example, a strike); or
- c) Anything outside our or our agents' or subcontractors' control.

15.5 We will be liable for the amount of any transaction, plus any interest and charges, if there have been any faults with systems you have used and these were not obvious or displayed as a warning message or on a notice at the time you used the system.

15.6 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. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds.



## 16. 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)

## 17. Alternative Dispute Resolution

Alternatively, if you disagree with the final response we have given you in relation to a complaint about an account opened with us online or a service taken from us online, you may use the online dispute resolution platform, which is available on [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) to refer the matter to the Financial Ombudsman Service.

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to cash machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator.



Information correct as at January 2018

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