



**AIB PRIVATE BANKING**





# WELCOME TO ALLIED IRISH BANK (GB) PRIVATE BANKING

## TERMS & CONDITIONS

These Terms and Conditions apply to your Private Banking Service provided by Allied Irish Bank (GB) as of 13 January 2018. These Terms and Conditions should be read in conjunction with any other Terms and Conditions for any other product or service we supply to you in connection with your Private Banking Service, such as your Card or Online Banking service. You will receive a copy of these Terms and Conditions when you open an Account and upon request by contacting the Bank at any time. Where applicable, we point out when a term or condition applies to one, or more, particular product(s) or service(s). You agree to be bound by these Terms and Conditions, in addition to any specific conditions that will apply to the Account or product chosen.

These Terms and 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.

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

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## SECTION A. CONTACT INFORMATION

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### 1. Contacting Us

You can contact us by phone, by email or by any other electronic means (as set out in these terms and conditions), and using our various contact phone numbers. Further details on how to contact us are listed below.

- 1.1 For our Private Banking office call 0207 499 7848. You can also email private.banking.gb@aib.ie.
- 1.2 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you or if your Card or if a Device is lost, stolen or likely to be misused call us immediately on our Helpline 0800 233 077 or on 028 9023 6644. A Customer Service Adviser is available 24 hours a day.
- 1.3 For general information or queries regarding Online Services call Phonline Banking on 0345 601 6262<sup>†</sup>  
Log in and choose option zero (0) to speak to a Customer Service Adviser. A Customer Service Adviser will be available Mon-Sun 8am - 12am (Midnight). You can also send an email to gbonline@aib.ie. It is our aim to respond to emails within one Banking day. We will respond to you during office hours, 9am to 5pm, Monday to Friday, excluding bank holidays.
- 1.4 To report suspicious or fraudulent transactions, no matter what product or service they apply to call 028 9034 6060. A Customer Service Adviser is available 24 hours a day. Alternatively, you may use our Helpline 0800 233 077.
- 1.5 We will give you details of Your branch when you open Your Account.
- 1.6 You can also contact us by writing to our head office at Allied Irish Bank (GB), St Helen's, 1 Undershaft, London, EC3A 8AB.

<sup>†</sup>Call charges may vary - refer to your service provider.

The AIB logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) 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 and entered on the FCA Register (registration number 122088).

### 2. 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.

### 3. How we communicate with you securely

- 3.1 **Where contact you by text message** - If we contact you by text message, in relation to your Card, you may be asked to confirm a transaction by responding to the text message. The text will come from +447537414900. This is a number for texting only and it won't answer if you ring it. We will identify ourselves straight away as 'Allied Irish Bank (GB)' and will not ask you for any personal information, account numbers or PIN numbers. You will be asked to confirm whether or not you made a transaction with a 'Y' or 'N' reply. If you are not happy to answer the text, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.
- 3.2 **Where we contact you by phone** - 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 Account to any other account; and  
NEVER ask you to provide your Security Details.  
If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.
- 3.3 **Where we contact you by email** - We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.
- 3.4 Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.



- 3.5 To ensure 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 must also make sure that arrangements for receiving mail at your address are secure.
- 3.6 Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

#### 4. Data Protection Notice - How We Use Your Information

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

This notice explains what we will do with your information, so that you can decide whether or not to provide that information to us. It is important that you read it carefully. The personal information requested from you is required to enable us to effectively provide or administer a product or service to you. Failure to supply us with sufficient information may result in us not being able to provide or meet your product/service needs. The information that you provide may be held by us on a computer database and/or in any other way and will be treated confidentially.

##### 1. Disclosure of Information:

Information we hold about you will not be disclosed to anyone, outside of AIB Group, other than:

- 1.1 If we are required by law to give the information.
- 1.2 Where we have a public duty to disclose information.
- 1.3 Where disclosure is required for our legitimate business interests.
- 1.4 Where disclosure is made is with your consent.

We may use this information in the following ways:

##### 2. Products and Services:

- 2.1 To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.
- 2.2 For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

##### 3. Credit Scoring and Credit Reference Agencies:

- 3.1 We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- 3.2 We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- 3.3 To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing review of credit. Credit reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.
- 3.4 Whether you borrow money from us or not, we may regularly give credit reference agencies details of your Account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your Account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.
- 3.5 In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.
- 3.6 Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.



- 3.7** To review your financial position across AIB Group, including debit and credit balances and security for credit facilities.
- 4.** Other Third Parties:
- 4.1** To provide your personal details to debt collection agencies, tracing agencies, and/or third party processors and contractors, who act on behalf of us, if it is necessary for the performance of a contract and/or to protect the legitimate interests of AIB. The third parties will not be allowed to use your information for anything else.
- 4.2** To whom we transfer, or may transfer any of our rights or obligations under any contract with you.
- 5.** Financial Crime Prevention:
- To prevent and detect fraud, money laundering or other criminal activity; and to trace those responsible.
- 5.1** If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 5.2** Law enforcement agencies may access and use this information.
- 5.3** We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- Checking details on applications for credit and credit related or other facilities.
  - Managing credit and credit related accounts or facilities.
  - Recovering debt.
  - Checking details on proposals and claims for all types of insurance.
  - Checking details of job applicants and employees.
- 5.4** We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 5.5** If other criminal activity is identified, details will be passed to the relevant authorities
- 6.** Market Research:
- To carry out statistical analysis and market research, or to instruct a third party to perform this on our behalf.
- 7.** Security and Service Improvement:
- We may record telephone conversations for additional security, to help resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.
- 8.** Miscellaneous:
- 8.1** Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- 8.2** If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- 8.3** If you want details of the Credit Reference Agencies, Fraud Prevention Agencies, Debt Collection Agencies or other third parties we use, please contact us.
- 8.4** If you decide to proceed with this product/service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.



## 5. Making a Complaint - Customers of Allied Irish Bank (GB)

If at any time you are dissatisfied with our service please let a member of staff in Private Banking 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. Our complaints brochure, which is available in all our branches and via our Website [www.aibgb.co.uk](http://www.aibgb.co.uk), explains our complaints procedure.

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:

- a) your name, address, sort code and Account number.
- b) a summary of your complaint.
- c) 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 964 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)

### Alternative Dispute Resolutions (ADR)

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 on 0300 456 3677.

A Customer Service Adviser 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.



## SECTION B. DEFINITIONS

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These Terms and Conditions apply to Private Banking Customers. If the Account is a joint account, they apply to you jointly and severally, that is they apply to all of you together as well as to each of you separately.

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

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

**'Account'** means your Allied Irish Bank (GB) Private Banking Account you hold with us, and which you can use your Card.

**'Arranged overdraft limit'** means an overdraft amount we have agreed with you.

**'Arrangement Fee'** means the charge applicable for setting up a credit facility.

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

**'Available Balance'** means the amount of funds in your Account that you may withdraw. This balance does not include the amount of any cheques you have lodged to your Account that have not yet Cleared.

**'Bacs Direct Credit'** is a way to make and receive payments by electronic transfer directly into a bank or building society account using the Bacs payment scheme, mainly used for wages and salary payments.

**'Bank of England Base Rate'** means the rate the Bank of England Monetary Policy Committee considers every month and publicly announces any changes to.

**'Banking day'** means any day of the week other than Saturday, Sunday or English/Scottish bank holidays, 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. However, with some payment methods (such as the Faster Payments Service), payments will appear in your Account, and be available to use, on the same 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.

**'Card'** means any one of an Allied Irish Bank (GB) Debit Card issued by us to you for the purpose of carrying out transactions on the Account including any virtual or digital versions of the Card registered in a Digital Wallet.

**'Cardholder'** refers to the person who is named on the Card.

**'Cash machine'** means any automated teller machine which is capable of dispensing cash or providing other services associated with your Card.

**'CHAPS'** is an electronic transfer system for sending, on a same day value (SDV) basis, any amount of sterling to another bank within the United Kingdom including Allied Irish Bank (GB).

**'Cleared' and 'Uncleared'** means when you lodge a cheque to your Account, it must go through a process known as the clearing cycle before you can withdraw the funds from your Account or you can earn interest on the amount. Once this process has completed the funds will become Cleared and are then available to you to withdraw. For more information on the clearing cycle please see our accounts guide which is available at any of our branches or on our Website.

**'Cut-off time'** means a time, usually towards the end of the Banking day, after which any payment order received (whether to credit or debit your Account) will be deemed to have been received in the following Banking day. Further information on Cut-off times for payment types is available within the Authorised Payments section.

**'Device'** means a mobile phone, tablet, watch or other electronic device in which a Digital Card has been registered or that you use to access a Digital Wallet.

**'Digital Card'** means a virtual or digital versions of your Card.

**'Digital Wallet'** means any Electronic Payment system which stores your Digital Card for the purposes of carrying out transactions.

**'Direct debit'** means a payment a company or organisation takes from your Account on the date the payment is due. The company or organisation also has the authority to change the amount of the payment if they need to.

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

**'Electronic Payment'** means a payment which is initiated and processed using electronic means (for example, a Direct debit, Standing Order, Online Services transaction or a debit Card or credit card transaction) and specifically excludes paper based transactions such as cheques and banker's drafts.





**'Faster Payments Service (FPS)'** is an Electronic Payment to accounts held with UK banks and building societies.

**'Fee-free Limit'** means we will not charge you an unarranged borrowing fee if your overdrawn balance is within a limit set by us. (For details of the Fee-free Limit see our Private Banking Charges Explained brochure).

**'GIRO Credit transfer'** means a method of paying cash or cheques into a bank account. They are commonly found in the form of tear-off strips at the bottom of utility, telephone and other regular bills.

**'Gross negligence'** means a very significant degree of carelessness.

**'Helpline'** means our Freephone service on 0800 233 077.

**'Interest-free Limit'** means the part of any Arranged overdraft limit on which we do not charge interest. (For details of the Interest-free Limit see our Private Banking Charges Explained brochure).

**'International Payment'** means a payment, in any currency, from or to an account outside the UK, or a payment from or to another account inside the UK in any currency other than sterling.

**'Liable'** means to be held legally responsible.

**'LIBOR'** - means the London Interbank Offered Rate. This is the primary benchmark for short-term UK fixed lending interest rate used by banks for periods from one week up to one year. LIBOR is officially fixed every day at 11am (excluding bank holidays and weekends) by a group of London based banks for each fixed period. This interest rate is guaranteed over the stipulated period of time.

**'Managed LIBOR Base Rate'** - the Bank's Managed LIBOR Base Rate is a variable interest rate. The rate is determined on the last Banking day of each month using the average of the three month LIBOR rate published daily for that month rounded to three decimal places. The rate becomes effective at the close of business from the first Banking day of the following month. Changes will be advised to you in your monthly statement. Further details and confirmation of the current rate are available on our Website or by contacting Your branch.

**'Mandate'** means the instruction signed, or otherwise authorised, by you and any other account holder on your Account which is used to tell us how you want to manage the Account, for example by telling us how many signatories are needed to authorise a payment.

**'Paper Transaction'** means a transaction using paper cheques of any kind, including traveller's cheques, banker's drafts, paper-based vouchers and paper postal orders..

**'Payee'** means the owner of an account to which a payment is to be credited.

**'Payer'** means the owner of an account from which a payment is to be debited.

**'Payment Services'** means the services we provide in relation to payments into and out of your Account.

**'Payment Service Provider'** means an organisation that offers any Payment Services to customers including, but not limited to, us, AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct.

**'Payment Services Regulations'** or PSR's means the Payment Services Regulations 2017 which are effective in the UK from 13 January 2018 and replaces the Payment Services Regulations 2009.

**'Personal Savings Allowance'** (PSA) means from 6th April 2016 depending on the rate of tax you pay you could earn up to £1,000 of interest per tax year on your Account before having to pay tax on your interest. Please see [www.gov.uk](http://www.gov.uk) for further information.

**'PIN'** stands for 'personal identification number' and means any number we give you, or any number you later choose, to use with your Card.

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

**'Reference Interest Rate'** means an interest rate which comes from a publicly available source (for example, from [www.bankofengland.co.uk](http://www.bankofengland.co.uk)) and can be checked by us and you. An example of a Reference Interest Rate is the Bank of England Base Rate, LIBOR, Managed LIBOR Base Rate or any other interest rate which meets this description.

**'Rights under the general law'** - any right of set off, combination or consolidation of accounts, lien or similar rights which the Bank has under any applicable law.

**'Safeguard System'** means a system to aid the secure use of your Card over the internet, such as Verified by Visa, as that system or its name may change or be replaced from time to time.

**'Security Details'** means any security procedure you follow or use to give or authorise an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a passcode, access code, security code, or biometric data such as a fingerprint).



**'Standard exchange rate'** means a foreign exchange rate of the day, provided by us for payment amounts below the Standard exchange rate threshold value which is available on our Website. 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.

**'Standing Order'** means the account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

**'Superseded Account'** is an Account which is no longer available to new depositors or one which is no longer actively marketed.

**'Unauthorised payment'** means a payment which has been made without your permission and/or which may be considered as fraudulent.

**'Value date'** means the date by which we take account of any item paid into your Account, or any item paid out of your Account, when we work out any relevant interest.

**'Website'** refers to our internet site, [www.aibgb.co.uk](http://www.aibgb.co.uk).

**'Your branch'** means the particular Allied Irish Bank (GB) branch where your Account is maintained.

#### **For Fixed Term Accounts only**

**'Deposit'** means the amount of money credited to a Fixed Term Account.

**'Maturity date'** means the date on which a fixed term expires.

**'Monthly income option'** means an option to have interest paid on a monthly basis during the term of the Deposit.

**'Term'** means the period of time for which a Deposit is made.



## SECTION C: GENERAL CONDITIONS THAT APPLY TO ALL ACCOUNTS

Conditions 3 and 4 do not apply to Fixed Term Deposit Accounts. For further information on Fixed Term Deposit Accounts, please refer to Section I – Fixed Term Deposit Account Terms and Conditions

1. We reserve the right not to open an Account or to refuse to take a lodgement or a deposit if we have a valid reason for doing so.
2. You are required to inform us in writing at least seven days in advance of any change in your name, address or phone number, and also to ensure that arrangements for receiving mail at your address are secure. Failure to comply with this condition may result in you being made Liable for any misuse of the Account or any Cards.
3. We have the right at all times to change and add to these Terms and Conditions as a result of:
  - a) a change in the law, regulation, code or good practice;
  - b) customer feedback;
  - c) product development; or
  - d) for any other valid reason we give you at the time we tell you about the change.
4. If we want to make a change to your Terms and Conditions we will let you know at least two months beforehand in writing (unless, by law or regulation, we are able to give you shorter notice), except for changes to exchange and Reference Interest Rates, as explained in Section F. If you are not happy, you have the right to end your agreement with us. At any time up to two months from the date of the notice you may, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. On receipt of such notification you may terminate the relationship in accordance with Section H, as long as you have paid all the amounts you owe. However, if you continue to hold your Account after this time, you will be considered to have accepted the relevant changes.
5. We do not provide advice or suitability of products for a person's particular circumstances. You should always obtain independent professional advice on such matters. You and every guarantor or mortgagor should always obtain independent professional advice upon any security or guarantee requested by the Bank.
6. The Bank may apply any credit balance (whether or not then due and in whatever currency) which is at any time held by any office or branch of the Bank for you in or towards satisfaction of any sum then due and payable by you under any loan and in respect of which default in payment has occurred. We may use any credit balance held in your sole name against any amount you owe jointly with any other account holder(s). We may use any credit balance held by you jointly with any other account holder(s) against any amount you owe in your sole name. The first time we intend to do this we will give you at least 14 days' notice. We may not give you notice before we exercise this right again, but we will tell you about it afterwards.
7. For the purposes of exercising any rights under clause 6 above, or any Rights under the general law, the Bank may convert or transfer all or any part of such credit balances into another currency, applying a rate which, in its opinion, fairly reflects prevailing rates of exchange.
8. The Bank is not obliged to exercise any of its rights under clause 6 above which shall be without prejudice and in addition to any Rights under the general law.
9. In relation to debit and credit balances on any account which forms part of a global facility to more than one borrower, (a 'Relevant Account'), the Bank will be entitled to set off and apply all credit balances on any Relevant Account in or towards satisfaction of any debit balances on any other Relevant Account at any time after any default by any borrower with a Relevant Account.
10. 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.  
If we provide you with services which are not covered by the Payment Services Regulations (including, but not limited to, cheques and other Paper transactions) we will not be responsible for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
11. Refunds will not be credited to your Account unless the Bank receives a refund instruction from a retailer or supplier in a form acceptable to the Bank. No claim by you against a retailer or supplier may be the subject of a counterclaim against the Bank.
12. 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);
  - c) anything outside our or our agents' or subcontractors' control; or
  - d) for the Card being retained, damaged or not honoured by a third party.
13. To the extent permitted by law and except as otherwise set out in these Terms and 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 clause 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).
14. No delay or omission on the part of the Bank in exercising any right or power under these Terms and Conditions or under any specific terms shall impair such right or power and any single or partial exercise thereof shall not preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank in respect of these Terms and Conditions and under any specific terms are cumulative and not exclusive of any right or remedy provided by law.
15. Upon payment of a fee of £10.00, and by written request, you are entitled to a copy of the personal data held about you by us as provided for under the Data Protection Act 1998.
16. If we plan to close or move Your branch, we will tell you at least 12 weeks beforehand. We will tell you how we will continue to provide banking services to you.
17. If we plan to reduce Your branch's opening hours by more than 30% of the current hours, we will tell you at least 12 weeks beforehand.
18. Currency exchange rates can be obtained by phoning Your branch for details. We can change our exchange rate immediately and without notice.
19. From time to time, we offer new savings and investment accounts. If you have any type of savings and investment account, other than a fixed rate account, which has been superseded because new accounts are no longer opened or the Account is not actively promoted, we will either:
- a) keep the interest rate on the Superseded Account at the same level as an account with similar features from the current range: or
  - b) switch the Superseded Account to an account with similar features from the current range.
- This means that the interest rate on your Account will always be at least as good as the interest rate on an account with similar features from the current range. Examples of similar features include notice periods, types of withdrawals, numbers of free withdrawals and how deposits to and withdrawals from the Account, are made.
- Where there is no account, with 'similar features' we will, within two months of your Account becoming superseded:
- a) notify you that the Account is superseded;
  - b) tell you about our other accounts; and
  - c) help you to switch accounts without any notice period and without any additional charges.
20. If a demand or notice issued in writing in connection with the Account is sent by post to the last address notified by you, we will consider this to have been properly served and received on the day that the envelope containing the demand or notice should have been received.
21. If we cannot or choose not to enforce any term which applies to the Account, this will not affect our right to:
- a) subsequently enforce that term, or
  - b) enforce any of the remaining terms.
22. We may take whatever action we consider appropriate to meet our responsibilities in the UK or elsewhere in the world, to prevent fraud, money laundering or terrorism. People who governments believe to be involved in criminal activity may be put onto a sanctions list and financial institutions are not allowed to provide financial and other services to them. The action we take may include investigating and stopping payments into and out of an Account and making enquiries to find out whether a person has a sanction against them or if the payment goes against our policies. Making enquiries or investigating payments can take time and this may mean there is a delay or we may not be able to go ahead with your instructions.



23. All parties will be responsible both individually and jointly for complying with the Terms and Conditions of the Account and for repaying any money owed to the Bank. In the event of death, separation or divorce, all parties will be responsible both individually and jointly for any money owed.
24. Accounts may be opened for minors in the name of the minor solely. However, their Parent or Guardian must operate the Account until the child reaches the age of 16 years.
25. Death of an Account holder
  - 25.1 On the death of an Account holder and subject to provision of relevant documentation, such as grant of probate/letters of administration and death certificate, the steps outlined in Section H, Closure of the Account will be implemented and the closing balance will be paid to the deceased's personal representative(s).
  - 25.2 On the death of a joint Account holder, the closing balance will be payable to the survivor(s) or the survivor(s) may elect to transfer the Account into their name.

## SECTION D OPENING THE ACCOUNT

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### Account opening requirements

1. We have a legislative and regulatory obligation to verify the identity and address of our customers. The Bank will retain on file, copies of the documentary evidence provided. In order that the Bank can comply with its obligations, all customers are requested to provide proof of identity, normally with a current Passport or Driving Licence, as well as proof of address, normally a current utility bill or recent bank statement. Original documentation must be supplied as copies are not acceptable. The Bank will advise at the time whether the items you provide as proof of identity and address are acceptable.
2. The Bank will also need to ensure your financial standing by requesting copies of bank statements. In addition, there are certain items that the Bank needs to see prior to opening an Account for you. The documentation required will depend on what type of customer you are and will be advised to you at the time.

### Cooling off period

3. If you are not happy with your choice of Savings, Investment or Current Account(s) within 14 days of opening it, with the exception of a Fixed Rate Account, and you notify the Bank, in writing, of your dissatisfaction within this time, we will help you switch Accounts or we will give you all your money back with interest, where it applies. We will waive any notice period and any additional charges.

## SECTION E. OPERATING THE ACCOUNT

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### 1. Lodgements and payments to your Account

- 1.1 Payments can be made to your Account by cash, cheque, draft, other paper based payments and by Electronic Payments. We may in the future accept payments to your Account by other methods which we make available. Electronic Payments can be made into your Account using the Faster Payments Service, CHAPS or Bacs. Such payments are subject to the rules applicable to the relevant scheme.
- 1.2 Any funds paid into your Account in cash or through an Electronic Payment, in the same currency as the Account, will be available to you on the Banking day we receive them. If your Account earns interest, this will start from the date the cash or Electronic Payment is credited to your Account and will be calculated on the closing balance of your Account on each Banking day. Payments into your Account received after the Cut-off time may be credited on the following Banking day.
- 1.3 We will make information about individual payments made into and out of your Account available at all times (apart from when we occasionally carry out maintenance on our systems) through our contact centre, Your branch and Online Services. You will also find the information on your statement.
- 1.4 If you or someone else lodges money into your Account by cheque, you will have to wait until the cheque has Cleared before you can use the funds. If a cheque is marked 'Account Payee', we can only credit it to the account of the person the cheque has been made payable to. You can find full details of the time it takes for cheques in the United Kingdom to clear in branch or via our Website.



- 1.5 We will not be Liable for any losses you may suffer as a result of a delay in cheques clearing or being collected, if this delay is outside our control.
- 1.6 If any item credited to your Account is not paid or if a payment to your Account is later recalled, we will take the amount of that item from your Account.
- 1.7 You can use your Card to lodge money, up to a maximum of £20,000 in sterling notes and up to £250 in sterling coins in a single transaction, at the Post Office®. All notes must be sorted by denomination and coins must be in full bags before presentation. Cash paid in at the Post Office® using your Card will be credited to your Account on the same Banking day.
- 1.8 You can use a pre-printed lodgement slip to lodge money at the Post Office®. Cash paid in at the Post Office®, using a pre-printed lodgement slip will be credited the next Banking day.
- 1.9 You can use a pre-printed lodgement slip to lodge Cheques at the Post Office®. The clearance cycle for cheques lodged at the Post Office® begins the day we receive the cheques usually the next Banking day.
- 1.10 The following table sets out when payments to your Account will be available for you to use.

Type of payment	When is my Account credited?
Online Services or iBB payment from an Allied Irish Bank (GB) Account	Immediate
Online Services payments to a credit card account in Allied Irish Bank (GB)	Same Banking day
Electronic Payments to a credit card account in Allied Irish Bank (GB) (excluding Online Services payments)	
Standing Orders from an Allied Irish Bank (GB) Account	
Faster Payments Service (including Standing Orders)	
CHAPS payments	
Bacs Direct Credit	Value date of the payment
International Payments	Depends on the currency and whether the payment is 'standard' or 'urgent'
GIRO Credit transfers	Three Banking days
Cheques	Six Banking days
Cheque lodgement at the Post Office®	The clearance cycle for cheques lodged at the Post Office® begins the day we receive the cheques usually the next Banking day
Cash lodgement in an Allied Irish Bank (GB) or First Trust Bank branch to an Allied Irish Bank (GB) Account or credit card account	Immediate
Cash lodgement at the Post Office® with a Card	Same Banking day
Cash lodgement at the Post Office® using a pre printed lodgement slip	Next Banking day

1.11 Incoming International Payments

Incoming 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.

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 sort code and Account number; or
- d) For Euro payments originating within SEPA reachable countries by using SEPA, provide your IBAN.



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.

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.

Our fees and charges for International Payments are listed in our Customer Treasury Services Charges brochure which is available on our Website under "Fees and Charges" section or in any of our branches. If you are receiving a payment within the EEA, in any currency, you and the Payee 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 Payee's bank.

Any payment to your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate.

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 received by us; and
- b) for amounts over our Standard exchange rate threshold value, for foreign currency payments to your Account, we will attempt to contact you to negotiate a rate before we make the conversion.
- c) If we have been unable to contact you or have been unable to agree a rate with you within 2 hours of receiving the payment instruction or by 4pm at the latest on the Banking day on which a payment is received by us, we will apply the prevailing dealer exchange rate as determined by us at that time.

The exchange rate used to convert an incoming International Payment by us on the day of processing the transaction, will be quoted on the payment advice sent to you by post.

Exchange rate losses may occur where an incoming International Payment is returned to the sending bank by us due to incorrect or incomplete payment information.

In the case of an incoming International Payment, if we receive an instruction before currency Cut-off time and for SEPA Credit Transfer before 4pm, 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 Banking day 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.

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 or visit our Website for currency Cut-off times. The Cut-off times for electronic channels are available on the relevant channel.

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 is 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 bank.

## 2. Withdrawals and payments from your Account

2.1 We will follow your instructions to withdraw funds or make a payment from your Account whenever we can.

In order for us to follow an instruction you must:

- a) have sufficient funds in your Account to cover the payment or an Arranged overdraft limit which will cover the amount of the instruction;
- b) give us all of the information we need; and
- c) have authority to give us the instruction to make the payment from your Account.

If we accept a payment instruction and we are unable to carry out the transaction for any reason, we will let you know about this, unless we cannot tell you because of a law or regulation. .



- 2.2** Daily limits apply to the amounts that can be transferred through Online Services (see your Online Services terms and conditions or our Website for more information on these limits).
- 2.3** Before we make a payment from your Account, we will need your authority to do so. How you do this will depend on the type of payment you want to make. If you sign a Direct debit form, or if you use the Online Services to create payments, we take this as you giving permission. Other forms of permission include a written letter of instruction or a completed and signed application form.
- 2.4** As long as our procedures are complied with (including completing, either manually or online, the relevant payment instruction) and security requirements are followed, payments can be made from your Account by any of the methods listed in sub-section 3 'Authorised Payments' below. We may in the future also allow payments by other methods which we make available.
- 2.5** We will only allow payments from a joint Account in line with the latest signing instruction (Mandate) that controls how you use the Account.
- 2.6** If we allow money to be withdrawn from your Account and this takes your balance overdrawn or over any Arranged overdraft limit (if we have already agreed a limit with you), we will not be making a commitment to allow up to these amounts to be withdrawn in the future. If you want to go overdrawn or over any Arranged overdraft limit for a short period, you should discuss this with us beforehand. We will consider your request and tell you whether or not we can accept it. If you go over your Arranged overdraft limit, fees and charges will apply. You can find details of these amounts in our 'Private Banking Service Charges Explained' brochure, which is available in all our branches and on our Website.
- 2.7** If we make a payment from your Account against money which has not yet Cleared, it does not mean we will do it again in the future.
- 2.8** Once we have processed your payment instruction, you cannot cancel it. However, if you need to amend or cancel an instruction that you have given us before we process it, we will try to make your change if it is possible. If you need to amend or cancel a payment instruction, you should give details to Your branch in writing, by phone or by another method that we will tell you at the time. You will be responsible for any extra fees, expenses and exchange rate losses which are caused by amending or cancelling a payment instruction and for the costs of any payment investigation you ask us to carry out.
- 2.9** If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.
- 2.10** We may choose to make security checks from time to time, including making phone calls to you or your authorised representative. We have the right to delay or not authorise a payment if we are suspicious that you have not authorised the payment or if it is fraudulent. We will not be responsible for any delay in making any payment for the reasons above.

### 3. Authorised Payments

This section does not apply to Fixed Term Deposit Accounts. For further information on Fixed Term deposit Accounts, please refer to Section I - Specific Terms and Conditions for Fixed Term Deposit Accounts.

#### 3.1 Payment Types

##### 3.1.1 Cash withdrawals, cheques, drafts and other Paper transactions

- A.** You can withdraw cash at our branches with cash facilities by signing a withdrawal receipt. You may need to provide identification when you withdraw cash at a branch. You can withdraw cash using your Card and PIN at our branches with cash facilities, at a Cash machine, or at the Post Office®.
- B.** You can withdraw funds by ordering a draft, by making payments by cheque or using a pre-printed credit transfer slip. These methods will require your signature in order for a withdrawal to be made. This signed instruction will need to be given in line with the current Mandate for your Account.
- C.** If using a pre-printed GIRO Credit transfer slip you will need to provide us with:
- A pre-printed GIRO credit transfer slip showing a valid sort code and account number of the account to which the funds are to be transferred;
  - The date and amount of the credit transfer;
  - Any other information that we may request from you in order for the payment to be made; and
  - Your signature in line with the current Mandate for your Account.





### 3.1.2 Online Services

- A.** If you are sending an Electronic Payment using Online Services to another bank or building society account within the United Kingdom, you will need to provide us with:
- The name of the Payee;
  - The sort code and account number of the account to which the funds are to be transferred;
  - The amount of the payment;
  - A meaningful Reference so that the Payee can identify you; and
  - Any other information that we may request from you in order for the payment to be made.
- B.** If you are paying a bill using the 'Pay a Bill' option, you will need to select the correct Biller from the list provided. You will need to provide us with:
- The date and amount of the payment; and
  - A valid biller Reference so that the Payee can identify you, and
  - You authorise an Electronic Payment via Online Services by using the relevant Security Details for Online Banking, Mobile Banking or Phonenumber banking.

### 3.1.3 Standing Orders

- A.** You can set up, amend or cancel a Standing Order in one of our branches, in writing. If you are an Online Banking customer, you can also do this through Online Banking or through our contact centre. To set up a Standing Order you will need to provide us with:
- The name of the Payee;
  - The sort code and account number of the account to which the funds are to be transferred;
  - The amount of the payment;
  - A meaningful Reference so that the Payee can identify you;
  - The frequency of the payment (i.e. weekly, monthly etc.); and
  - Your permission in line with the Mandate for the Account from which the Standing Order payments are to be taken. If you are setting up a Standing Order in branch you give your permission by signing an instruction form. If you are setting up a Standing Order through Online Banking you give your permission by using the relevant Security Details.
- B.** In the event that the Payee of a Standing Order made by you switches their bank account to another provider you agree to us amending the account details with the Payee's new financial account details on your behalf.
- C.** To set up, amend or cancel a Standing Order in one of our branches or in writing you must let us know 5 Banking days before the payment is due. If you are an Online Banking customer, you can set up, amend or cancel a Standing Order through Online Banking or through our contact centre, up to 8pm the day before the payment is due.

### 3.1.4 Direct Debits

- A.** When you sign a Direct debit mandate, you are authorising an originator (for example, utility providers, telecommunication providers and other service and product providers) to collect a payment from your Account and to instruct us to pay this collection. We are entitled to rely on the instruction received from the originator in order to make a payment from the Account.
- B.** In order to cancel or amend either a Direct debit payment or a Direct debit mandate, you must contact the originator with whom you have agreed the terms of a Mandate. You must let us know as soon as possible and at least by the end of the Banking day before the scheduled debit date if you would like us to block or refuse a payment. You can cancel a Direct debit in one of our branches, in writing or through our Private Banking office (see Section A 'Contact Information' for details), you must let us know by the end of the Banking day before the payment is due. You can cancel a Direct debit through Online Banking up to 8pm the day before the payment is due.

### 3.1.5 CHAPS Payment

If you are sending a payment to another bank or building society account within the United Kingdom, you will need to provide us with:

- (a)** The name and address of the Payee;
- (b)** The sort code and account number of the account to which the funds are to be transferred;
- (c)** The date and amount of the payment;



- (d) A meaningful Reference so that the Payee can identify you; and
  - (e) Your permission in line with the Mandate for the Account from which the payment is to be taken. If you are making a CHAPS payment in branch you give your permission by signing an instruction form.
- 3.2** We may, if agreed with us, accept verbal instruction from you on the phone after we have confirmed your identity by whatever means we deem appropriate. We may also accept authorisation from you for a payment to be made from your Account by any other means that we have agreed with you.
- 3.3** If we are advised that the Payee details of a payment you have authorised have changed, you agree to us updating the details in order for the payment arrangement to continue. If we cannot make the changes we will write to you to let you know.
- 3.4** In cases where a payment from your Account has been initiated by or through a Payee, you may be entitled to a refund if:
- the payment made from your Account was more than reasonably expected, taking into account your previous spending pattern, the terms and conditions of your Account or Card and the circumstances surrounding the payment.
  - the authorisation you gave did not specify the exact amount of the payment; or
- 3.5** To request a refund, you must tell us as soon as possible if either or both of the above happen and, in any case, no later than 8 weeks after the amount is taken from your Account.
- 3.6** We will refund you within 10 Banking days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same 10 Banking day timeframe along with our reasons.
- 3.7** You are not entitled to a refund if:
- a) you gave the Payment Service Provider direct permission to carry out the transaction; and
  - b) the Payment Service Provider or Payee gave you information on the transaction, or made that information available to you, as agreed, at least four weeks before the date the payment was due.
- If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Making a complaint' section of these terms and conditions for details.
- 3.8** The Direct Debit Guarantee Scheme will protect payments you make by Direct debit (this does not include SEPA direct debits). This Scheme protects you if a Direct debit payment you have not authorised is taken from your Account. If any money is wrongly, or incorrectly, taken from your Account by a Direct debit we will, when we are informed about it, refund your Account and restore your Account to how it would have been had the payment not been taken.
- 3.9** The following table sets out when payments from your Account can be made and when the funds will be available to the Payee. The timeframes assume we have received the payment instruction before the Cut-off time on a Banking day. If we receive the payment instruction after the Cut-off time on a Banking day, it will be deemed to have been received the following Banking day. If we receive the payment instruction on a bank holiday, we will consider to have received it the next Banking day. If we receive a payment instruction which is post-dated (dated for sometime in the future), we will consider to have received it on the day it is due to be paid. If this is not a Banking day, we will consider to have received it the next Banking day.



Payment type	Method/Channel	When can I make this payment?	When is my Account debited?	Payment delivery timeframes
Cash withdrawal	Through a branch	During branch opening hours	Immediately	Immediately
	Cash machine	Anytime	Immediately	Immediately
	At the Post Office <sup>®</sup>	During Post Office <sup>®</sup> opening hours	Immediately	Immediately
Transferring money to another Allied Irish Bank (GB) Account	Through a branch	During branch opening hours	Immediately	Immediately
	Online Services	Anytime*	Immediately	Immediately
Faster Payments Service	Online Services	Anytime*	Immediately	Payee's bank will usually be credited within two hours, but no later than the next Banking day.
CHAPS	Through a branch with a cash facility	Up to 3:30pm on Banking days	Immediately	Same Banking day
	Through a branch without a cash facility	Up to 4:30pm on Banking days	Immediately	Same Banking day
International Payments	Through a branch	Please refer to the 'International Payments Terms and Conditions' available in branch or on our Website.		
Setting up or amending a Standing Order to another Allied Irish Bank (GB) Account	Through a branch	Allow five Banking days	4am on the due date	Immediately
	Online Services	Up to 8pm the day before the payment is due	4am on the due date	
Setting up or amending a Standing Order to another UK bank or building society	Through a branch	Allow five Banking days	4am on the due date	Payee's bank will usually be credited on the same Banking day, but no later than the next Banking day.
	Online Services	Up to 8pm the day before the payment is due	4am on the due date	
GIRO Credit transfer	Through a branch	During branch opening hours	Immediately	Three Banking days

\*Online Services may be unavailable between 3am and 7am due to essential maintenance.

**4. Using the Account**

- 4.1 You must, at all times, keep the Account in credit or within any arranged overdraft unless you have agreed otherwise with us. We will not provide you with an overdraft or any other type of credit if you are under the age of 18. You can lodge Cleared funds to your Account up to 2pm (12pm on Christmas Eve, if it is a Banking day) to cover any Direct debits, Cheques or Standing Orders due to be taken from your Account that day. If the Cleared balance or the Arranged overdraft limit is not enough to cover the payments, some or all of them may not be paid.
- 4.2 If you have an arranged overdraft on your Account, separate and extra terms and conditions will apply, which will have been provided to you. If you require another copy of these please ask Your branch or relationship manager.
- 4.3 You should check the transactions on your statement regularly, and at least once a month, against your account records. If an entry on the statement seems to have been made incorrectly or without your authority, you should tell us as soon as possible but no later than 13 months after the date the transaction was taken from your Account. This timeframe is reduced for payments initiated by or through a Payee (see section 3, subsection 3.4 - 3.7 above). Direct debits covered by the Direct Debit Guarantee Scheme are protected indefinitely.
- 4.4 If your name, address, telephone number or any other contact details change, you must tell us immediately. You must also make sure that arrangements for receiving mail at your address are secure. If you do not keep to this condition, you may be Liable if the Account, cheques or Cards are misused.



**4.5** If we issue any cheque books or Cards for you to use on your Account, these will continue to be our property at all times. You must return these to us if we ask you to, cutting the physical Cards in half and delete or un-register all related Digital Cards. You must also take all reasonable care to make sure that the cheque books and Cards are not misused, lost or stolen. If your cheque book, Card or Device is lost or stolen, you must tell us as soon as possible.

#### **4.6 Statements**

We must make your statement available to you at least every month and free of charge during any period that there has been a payment transaction on your Account. If you are a registered user of Online Banking, you have the option to view eStatements through this service. Using Online Banking you can choose to stop receiving your statements in paper format. If we do not hear from you, we will assume you are happy to receive your statement in the same way that you receive this information currently for example by way of paper statement or eStatement.

**4.7** You can at any time change how you receive your statement – just contact our Private Banking office.

However you choose to receive your statement, we will send you a statement at least every 6 months following your last transaction without being asked.

Duplicate statements will be issued on request and a charge will be made for this service as detailed in our 'Private Banking Service Charges Explained' brochure.

**4.8** For joint Accounts, statements will be issued to all parties to the Account unless a dispensing notice is signed.

#### **5. Payments made incorrectly or without authority**

This section does not apply to Fixed Term Deposit Accounts. For further information on Fixed Term Deposit Accounts, please refer to Section I – Specific Terms and Conditions for Fixed Term Deposit Accounts.

**5.1** If a payment has been made from your Account incorrectly or without your authority, you must tell us as soon as possible. If we fail to make a payment correctly or a payment is made without your authority and you are eligible for a refund we will, as soon as possible, put your Account back to the position it would have been in had we made the payment correctly. We will also refund any charges you have had to pay and any interest we have charged as part of the incorrect payment. Unless stated otherwise, the provisions of this subsection 5.1 do not apply to payments made by cheque.

**5.2** You will only be entitled to a refund for an unauthorised or incorrectly executed payment if you tell us about the transaction as soon as possible and, in any case, no later than 13 months after the date the payment was taken from your Account. Different timeframes for notification apply to payments initiated by or through a Payee (see section 3, subsection 3.4 – 3.7 above) and Direct debits covered by the Direct Debit Guarantee Scheme which are protected indefinitely.

**5.3** Where any of your personal account details or other items allowing access to your Account (such as your Security Details) have been lost or stolen, you will be Liable to pay a maximum of £35 for any losses in respect of Unauthorised payments arising as a result. However, you will be Liable for all unauthorised transactions if you have acted fraudulently or with Gross negligence by failing to keep your Card, Device, PIN, Security Details or Safeguard System passcode safe in line with your terms and conditions or if you have (with intent or Gross negligence) failed to notify us without undue delay after becoming aware of the loss, theft or unauthorised use of any of the Cards or Security Details that we have issued to you in connection with the Account.

**5.4** You are not entitled to a refund if the payment details you provided were incorrect (for example, you gave us the wrong account number or sort code for the Payee) and we used these to make the payment. However, we will make reasonable efforts to recover the funds involved in the payment. We may charge you for doing this. If we decide to charge you for this, we will tell you what the charge will be at the time you ask us to recover the funds. If you provide information as well as the payment details we ask for, we will only be responsible for making the payment in line with the payment details we asked for.

**5.5** If we are unable to recover the funds you may write to us to request from us any relevant information we may have available in relation to the Payee in order for you to pursue recovery of the funds directly from the Payee.

**5.6** You are not entitled to a refund from us if you have selected a Payee from your trusted beneficiaries list in Online Services in error and the Payee's Payment Service Provider receives the funds. If that happens, you must ask the Payee directly to return the funds to you. We will, however, make immediate efforts to trace the payment and give you notice of whether this has been successful.



- 5.7** If you dispute a transaction we have made on your Account and we refund this transaction, you must pay us back any refund you have claimed and we have the right to take this money from your Account if following our investigations, we find that you:
- a) agreed the transaction;
  - b) have acted fraudulently or with Gross negligence;
  - c) do not tell us about the claim in line with your terms and conditions;
  - d) do not give us any information we ask for about your claim; or
  - e) do not send us the refund application form within 14 days from the date you first told us about the claim.
- 5.8** We may prevent or stop any transaction on your Account if we have good reason to believe that:
- a) the security of your Account or Card is compromised; or
  - b) the Account, Card or Device could be used to commit fraud, or by someone who does not have authority to use it;
  - c) the transaction seems unusual compared with the way you normally use your Card or Account;
  - d) in the case of a payment service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
  - e) the transaction would damage our reputation.
- 5.9** Where applicable, we will try to contact you before we take a decision to decline a transaction, but it may not always be possible for us to do so. Please refer to Section A 'Contact Information' for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a transaction by responding to the text message.

## 6. Post Office™ Services

You will be able to use your Card at most Post Offices® in the United Kingdom to withdraw cash, lodge cash and check a balance. You can also use a pre-printed lodgement slip to lodge cash and/or cheques at the Post Office®. The Post Office® will not be able to advise you on any financial or banking query about your Account or about our business, products or services and it will not be responsible for dealings with you or your Account, should you have any queries in relation to your Account please contact us using the contact details in Section A.

## SECTION F. INTEREST

This section does not apply to Fixed Term Deposit Accounts. For further information on Fixed Term Deposit Accounts, please refer to Section I – Specific Terms and Conditions for Fixed Term Deposit Accounts

### General

- 1.1** When you open your Account you will be advised of the interest rates applicable to your Account. If we want to make changes to your interest rates, and these changes are to your detriment, we will communicate these changes to you at least two months prior to the changes becoming effective except for changes to sterling Reference Interest Rates explained below.
- 1.2** If our sterling interest rates are linked to sterling Reference Interest Rate, we can change our sterling interest rates immediately and without notice. For changes to Non-sterling Reference Interest Rates see the Customer Treasury Services Terms and Conditions.
- 1.3** We will give you at least 14 days' notice before we deduct interest from your Account, as detailed in our 'Private Banking Charges Explained' brochure.
- 1.4** Interest on your Account can be made up of either or both of the following:
- a) Debit Interest
  - b) Credit Interest

### 2. Debit interest

Debit interest is interest we charge you for going overdrawn on your Account. However, any Arranged overdraft limit will have an interest-free portion within the arranged limit. We will only charge debit interest on the overdrawn balance in excess of this Interest-free Limit.

If we do arrange an overdraft facility for you, we will tell you the debit interest rate that will apply.



### 3. Credit interest

- 3.1 Credit interest, if applicable, is calculated each day, based on the Cleared balance in your Account, up to and including the day before you withdraw the funds.
- 3.2 If the terms of the particular Account are that the interest rate increases as your balance rises, the higher rate is paid on all the money in your Account. Credit interest, if applicable, will be credited to your Account monthly, on the 16th of each month. If the 16th falls on a day which is not a Banking day, we will apply interest to your Account on the following Banking day.
- 3.3 Credit interest on all accounts will be paid gross. If your credit interest is more than your Personal Savings Allowance you may still have tax to pay. Please see [www.gov.uk](http://www.gov.uk) for information on the Personal Savings Allowance or speak to a tax adviser.
- 3.4 Certificates of interest earned on your Account are available at the end of each fiscal year and will only be issued on request. Please contact our Private Banking office.

## SECTION G. FEES AND CHARGES

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- 1. You will have received a separate brochure, 'Private Banking Charges Explained', on opening your Account or when changes have been made to our fees and into This brochure is also available at all our branches and via our Website, it details the Fees and Charges applicable to the more commonly used services on your Account.
- 2. A monthly account fee will be agreed at Account opening stage as set out in our 'Private Banking Charges Explained' brochure.
- 3. Additional charges which are not detailed in the brochure, 'Private Banking Charges Explained', or relate to a specific transaction or service provided will be advised separately to you before the transaction or service and will be charged to the Account at the time of transaction or service.
- 4. Foreign exchange charges, including overseas Cash withdrawals or purchasing foreign exchange will be debited to your Account at the time of the transaction.
- 5. Any Arrangement Fee for setting up or managing a loan or other credit facility will be charged when requested and sanctioned. This fee may be included as part of the agreed loan facility and, subject to calculation of debit interest, will be calculated in the normal way. You will have to pay a monthly fee for using your arranged overdraft if your overdrawn balance goes above the Fee-free Limit.
- 6. If your Account goes overdrawn without an Arranged overdraft limit, you will have to pay an unarranged borrowing fee. This fee will apply if your overdrawn balance goes over the Fee-free Limit.
- 7. There will be a cap on unarranged overdraft charges within the monthly charging period as follows:

#### *Monthly cap on unarranged overdraft charges*

- 1. Each current Account will set a monthly maximum charge for:
  - (a) going overdrawn when you have not arranged an overdraft; or
  - (b) going over/past your Arranged overdraft limit (if you have one).
- 2. This cap covers any:
  - (a) Interest and fees for going over/past your Arranged overdraft limit;
  - (b) Fees for each payment your bank allows despite lack of funds; and
  - (c) Fees for each payment your bank refuses due to lack of funds.
- 8. If fees or charges change we will communicate notice of these of changes to you at least two months prior to the changes becoming effective.
- 9. On receipt of such notice you may terminate this Agreement in accordance with the conditions at Section H (Closure of the Account).
- 10. Fees and charges accrued during the charging period will be advised to you at least fourteen days before they are charged to your Account.

## SECTION H. CLOSURE OF THE ACCOUNT

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There is no minimum period for how long your Account needs to be open. It will continue to be open until either you or we close it in line with these terms and conditions

### 1. By request

Upon receipt of written instructions to close an Account, the following applies:

- a) You may be requested to return all relevant stationery including unused cheques, Cards/credit cards and lodgement books.
- b) You should advise us of any outstanding debits that you wish to be paid from the Account and you should leave sufficient available funds in your Account to meet such payments. If you do not do so, payment will not be made and you will remain Liable for any charge incurred.
- c) If you withdraw/close your banking relationship/Account with us this may also result in you having to close other products for example credit cards.
- d) Credit interest (if applicable) accrued up to the close of business on the previous day is calculated and credited to the Account.
- e) Debit interest (if applicable) accrued up to the close of business on the previous day is calculated and debited to the Account.
- f) Fees incurred during the current charging month will be calculated and apportioned up until the time of closure of the Account and debited to the Account.
- g) The closing balance of the Account will be forwarded to you or transferred in accordance with your instructions.
- h) Direct debits – you should advise the originator (the company who is collecting the money from you) of the closure of the Account.
- i) You should make arrangements to have your Standing Orders transferred if applicable.
- j) If you decide to transfer your Account to another bank or building society using the Current Account Switch Service, we will give your new bank or building society information about your Standing Orders, Direct debits and bill payments on the second Banking day of the account switching process, at the latest.
- k) Whether you or we close the Account, these terms and conditions will continue to be in force until you have paid us any money you owe.

### 2. By Allied Irish Bank (GB)

There may be a time when we ask you to close your Account. The procedures in Section H, condition 1 above will be followed.

If we decide to do this we will, wherever possible, give you at least two months' notice in writing unless there are exceptional circumstances. These include, but are not limited to, the following:

- a) on your bankruptcy or you enter a voluntary arrangement with your creditors;
- b) if you can no longer manage your financial affairs or you die;
- c) if any representations, warranties or statements made by you or an authorised user to us in connection with the Account are breached or are untrue in any material respect;
- d) if you commit any serious or repeated breach of these Terms and Conditions;
- e) if you are in breach of any other agreement with us;
- f) we have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
- g) you act, or are suspected of acting, fraudulently against us or any other party;
- h) to enable us to comply with any law, regulation or good practice; or
- i) for any other valid reason, provided that the closure of this Account is a proportionate and reasonable response to the underlying reason.

If we decide to close your Account, we will immediately give you notice of this in writing.



## SECTION I. SPECIFIC TERMS AND CONDITIONS FOR FIXED TERM DEPOSIT ACCOUNT

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### 1. Lodgements and payments to your Account

- 1.1 The Account must be opened with a minimum Deposit, the amount of which will be determined by us and advised on request at any of our branches and via our Website.
- 1.2 If, during the Term of your Fixed Term Account, you find that you have additional funds, subject to a minimum of £5,000 these can be lodged to a separate account but added to your original Fixed Term Account at its Maturity date. Each Account will be treated separately for tax purposes. See Section I conditions 4 and 7.
- 1.3 Instructions for lodgements of Cleared amounts of £250,000 and above must be received by 12.00pm on the day of the transactions to ensure that same day value is received by you.
- 1.4 The Term of a Fixed Term Account shall be agreed with us on the date of commencement and can be for any period between one day and five years.

### 2. Withdrawals and payments from your Account

- 2.1 Withdrawals from Fixed Term Accounts may only be made on the Maturity date in accordance with the Account operating instructions (Mandate) held.
- 2.2 Instructions for withdrawals of £250,000 or more must be received by us before 12pm on the day of the withdrawal.
- 2.3 Withdrawals and closures before the Maturity date are only permitted in exceptional circumstances at the discretion of the Bank and on receipt of a signed request. Should the Bank agree to an early withdrawal or closure, then the amount due on the date of the early withdrawal or closure will be paid subject to deduction of a redemption charge. The redemption charge consists of a funding charge (where applicable) plus an administration fee as per clause 2.3a and 2.3b.
  - a) A funding charge will apply to early withdrawals/closures if the applicable money market rate, as interpreted by the Bank, for the residual Term is higher than that of the money market rate on the commencement date of the Deposit (original rate). The charge will be based on the amount withdrawn, the Term remaining and the difference between the prevailing and original rates. If the prevailing rate at the time of withdrawal is lower than the original rate, then no funding charge will apply. The actual charge will be advised to you at the time of withdrawal. If you require further explanation or illustration of the funding charge calculation please ask at Your branch.
  - b) An administration fee of £50.

### 3. Maturity instructions

Fixed Term Accounts may be reinvested as follows:

- a) with instructions received from you to automatically reinvest the Deposit on the Maturity date, with or without the interest added to it. The Deposit will be reinvested for the same Term as previously and at the prevailing interest rate decided by us; or
- b) on receipt of fresh instructions from you on or before the Maturity date. Such instructions should be received by us before 12pm on the Maturity date. If no instructions are received on maturity, the Account will be reinvested on a daily basis and interest added to your capital daily. Within one week of maturity, should no instruction be received, the Deposit plus interest may be reinvested for the same Term as previously, at the prevailing interest rate decided by us.

### 4. Interest

- 4.1 The interest rate is variable and is only valid at the time a quotation is given. However, once agreed, the rate is fixed for the Term of the Deposit regardless of money market fluctuations.
- 4.2 Interest is calculated on the Deposit on a daily basis from the date of receipt of Cleared funds and is paid on the Maturity date, except in the case where the Monthly income option has been chosen, when interest is paid monthly. Where the fixed Term is equal to one year or greater, the interest will be paid at least annually.
- 4.3 Interest on the Deposit may be added to the Deposit for reinvestment on the Maturity date or paid to you according to your instructions.





## 5. Monthly, Quarterly or Half Yearly Income option

- 5.1** You may decide to receive interest on a Fixed Term Account on a monthly, quarterly or half yearly basis rather than on the Maturity date, where the agreed Term of your Account is at least three months or one year respectively. In this case, we will quote the applicable interest rate on request.
- 5.2** When a Monthly income option has been chosen, interest will normally be paid on the same date each month as that on which the Deposit will mature, to an Account nominated by you at the time of Deposit. In the event that the interest payment date is a non Banking day, interest will be paid on the next Banking day.

## 6. Account record

A statement for your Fixed Term Account setting out full details of any transactions, including the Deposit, Term, interest rate and Maturity date will be sent to you on opening the Account, after each reinvestment or upon your request.

## 7. Taxation of Interest

Credit interest on all Accounts will be paid gross. If your credit interest is more than your Personal Savings Allowance you may still have tax to pay. Please see [www.gov.uk](http://www.gov.uk) for information on the Personal Savings Allowance or speak to a tax adviser.

## 8. Closure of the Account

- 8.1** In the absence of express agreement to the contrary, you may terminate the relationship i.e. close the Account, by giving reasonable notice to us in writing on maturity of a Fixed Term Account.
- 8.2** If we close the Account, we will give you at least two months' notice in writing. In certain circumstances, where we have a valid reason, we may close the Account without notice. Upon termination of the Account, interest will be credited up to date and the balance issued to you.

# SECTION J. VALUE AND SERVICE: THE HEART OF OUR BUSINESS

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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.

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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) adheres to the Standards of Lending Practice. You can get more information on the Standards from any branch or from the Lending Standards Board website [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).

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.

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



## SECTION K. IMPORTANT INFORMATION

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All the information contained in these Terms and Conditions is correct at the time of printing. If there are any further changes to your Terms and Conditions, we will communicate these changes to you in line with Section C, Condition 4.

### **Financial Difficulty**

If you are experiencing problems, you should discuss the details of your situation with us at the earliest opportunity. This will help us to agree a plan with you for dealing with these difficulties. We will give due consideration to cases of hardship.

### **Important information about compensation arrangements**

In the event that AIB Group (UK) p.l.c. is unable to meet its financial obligations, your eligible deposits are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This limit is applied to the total of any eligible deposits you have with First Trust Bank in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain, each a trading name of AIB Group (UK) p.l.c. In the case of joint accounts, each account holder is protected up to this limit.

Any total deposits you hold above £85,000 between these trading names are unlikely to be covered.

For further information about the scheme (including the amounts covered and eligibility to claim), please ask at your local branch or refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).



Information correct as at January 2018

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