

# Notice to customers about changes to our terms and conditions.

We're updating our terms and conditions. The changes will apply from 9 January 2025.

# Why are we doing this?

The updates are because of:

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SEPA Instant Credit Transfers Regulation 2024;

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Consumer Rights Act 2022 (CRA); and

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Operational changes and clarifications

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### Where can I get my new terms and conditions?

To see your new terms and conditions that will apply from 9 January 2025 please go to our website **www.aib.ie/terms-and-conditions-updates** or visit your local AIB Branch.

# What do I need to do?

Please take some time to read this information and keep for future reference. You will also find our full set of new terms and conditions which come into effect on the 9 January 2025 on www.aib.ie/terms-and-conditions-updates.

If you have a question, please refer to our customer questions and answers on **www.aib.ie/terms-and-conditions-updates** or call us on **0818 664 015** (Monday-Friday 09:00-17:00, excluding bank holidays).

To accept these changes, you do not need to do anything, and you can continue to use your accounts and services. We appreciate your business, but if you do not want to accept the changes, you have the option, free of charge, to close your Account, clearing anything you owe on it first, or let us know that you are ending your agreement with us. You can do so by writing to or visiting your local AIB Branch. If we do not hear from you before 9 January 2025, these changes will apply to your Accounts and/or services.

If you are under 18, you may need to discuss this with a parent or guardian.

If you have a credit and/or a debit card with us, as the principal card holder, you need to share these updates with any additional cardholders.

# 1. SEPA Instant Credit Transfers Regulation 2024

From 9 January 2025, you will be able to receive SEPA instant payments from other payment service providers in euro to your payment Account(s), for example, to your current or credit card Account.

A SEPA Instant Credit Transfer sometimes known as a SEPA instant payment, means that you can receive money to your payment account at any time within 10 seconds of the payment being made, even at weekends, and on bank holidays. There are a few exceptions to this such as times when the system is unavailable due to planned maintenance.

### What terms and conditions are changing?

The terms and conditions for the following payment Accounts are changing for incoming SEPA Instant Credit Transfers:

- → All Current, Demand Deposit and Masterplan Accounts including:
  - Student, Student Plus and Graduate Accounts
  - Advantage Account
  - Personal Bank Account
  - Basic Bank Account
  - Junior/Student Saver Account
  - Youth Savings Account
  - Personal Demand Deposit Account

- Demand Deposit Account
- Online Saver Account
- Business Current Accounts (including Business Start Up Account and Young Farmer Account)
- Masterplan Account
- → All Personal Credit Cards
- → Corporate, Business and Purchasing Cards



SEPA Instant Credit Transfers will not apply to certain Accounts such as Loans, Mortgages, Currency Current, Currency Call Deposit and Corporate Call Deposit Accounts but customers will still be able to avail of the existing payment features offered today.

### Changes common to the Accounts listed above:

The following definitions have been added to provide for incoming instant credit transfers:

"Calendar Day" means any day of the year from January 1st to December 31st inclusive, regardless of whether it is a Business Day or any other day;

"Instant Credit Transfer" also known as an Instant Payment or a SEPA Instant Credit Transfer, means a transfer to your Account in euro, which can be executed immediately by the account provider on any Calendar Day.

The above definitions also apply to changes made to our "Schedule of International Transaction Charges".

# Changes that apply to all Current, Demand Deposit and Masterplan Accounts:

We have made changes to Section 6 "Making and receiving payments" to make clear that an Instant Credit Transfer to your payment Account can be processed on any Calendar Day and that cut-off times do not apply to Instant Credit Transfers, so that in general they can be received at any hour or day.

A new table called "Incoming Instant Credit Transfers" has been added to the "Making and receiving payments" section which sets out key information about instant payments:

Method of Payment	Timeframe	Value determined for interest purposes	Maximum amount	Availability
Incoming Instant Credit Transfer, received by us at any time on a Calendar Day.	Available to use on the Calendar Day that the Instant Credit Transfer is received by us (subject to any refusal right of the Bank as set out in these terms and conditions).	The Calendar Day the funds are received by us. If the Calendar Day is not a Business Day, the Bank may alternatively use the previous Business Day or the next Business Day, as appropriate.  For further details, please see your Account statement'.	A maximum amount applies to Instant Credit Transfers.  Please contact us for more information.	Temporary restrictions and interruptions in service are possible, during which your Account may not be reachable for Instant Credit Transfers, for example due to planned maintenance where periods of non-availability are both foreseeable and short or to a planned downtime. We will notify you of these periods.

<sup>1.</sup> For statements issued after 9 January 2025.

### Changes that apply to Personal Credit Cards:

We have updated the "Monthly Statements and Payment Arrangements" section to include information about Instant Credit Transfers.

We have amended the table in this section to include when Incoming Instant Credit Transfers will be available to use and any cut-off times (as displayed below)

Method of Payment	Timeframe	Business Day Cut-off Times
Incoming Instant Credit Transfer from non AIB institutions	Available to use on the Calendar Day that the Instant Credit Transfer is received by us (subject to any refusal right of the Bank as set out in these Conditions).	Incoming Instant Credit Transfers can be received by us at any time on a Calendar Day*.

<sup>\*</sup> Instant Credit Transfers received after 6pm or on a Calendar Day that is not a Business Day may not be displayed on your Account until at least the next Business Day. However, the funds will be available for you to use on the Calendar Day received by us.

We have also updated this section to advise:

- The cut off time for the minimum payment on the payment due date is 6pm. Instant
  Credit Transfers received after 6pm will be regarded as having missed the cut off time on
  the payment due date.
- A maximum amount applies to Instant Credit Transfers and you can contact us to find out more.
- Instant Credit Transfers may be affected by temporary restrictions and interruptions in service and we will notify you of these periods.

### Changes that apply to Corporate, Business and Purchasing Cards:

We have amended the "Monthly Statement and Payment Arrangements" section to include information about Instant Credit Transfers.

The updates are:

- Payments that are Instant Credit Transfers will be applied to your Account on the Calendar Day received by us (subject to any refusal rights that we have).
- Instant Credit Transfers received after 6pm or on a Calendar Day that is not a Business Day
  may not be displayed on your Account until at least the next Business Day. However, the
  funds will be available for you to use on the Calendar Day received by us.
- The cut off time for the minimum payment on the payment due date is 6pm. Instant
  Credit Transfers received after 6pm will be regarded as having missed the cut off time on
  the payment due date.
- A maximum amount applies to Instant Credit Transfers and you can contact us to find out more.
- Instant Credit Transfers may be affected by temporary restrictions and interruptions in service and we will notify you of these periods.

### Changes that apply to Currency Accounts:

We have added instant credit transfers to the list of services that are not available on Currency Accounts.

### **Updates to the Schedule of International Transaction Charges:**

We have also updated our Schedule of International Transaction Charges to provide for incoming SEPA Instant Credit Transfers. SEPA Instant Credit Transfers have not resulted in the introduction of any new, or changes to existing customer fees or charges. Please see your account terms and conditions for more information or visit

www.aib.ie/content/dam/aib/personal/docs/fees-and-charges/schedule-of-international-transaction-charges.pdf

You can also visit your local AIB Branch.

# 2. Consumer Rights Act 2022

The Consumer Rights Act 2022 updated consumer protection law in Ireland and introduced new protections for consumers. As a result, we're changing our terms and conditions.

### What terms and conditions are changing?

The terms and conditions for the following Accounts and services are changing:

- → All Current, Demand Deposit and Masterplan Accounts including:
  - Student. Student Plus and Graduate Accounts
  - Advantage Account
  - Personal Bank Account
  - Basic Bank Account
  - Junior/Student Saver Account
  - Youth Savings Account
  - Personal Demand Deposit Account
  - Demand Deposit Account
  - Online Saver Account
  - Business Current Accounts (including Business Start Up Account and Young Farmer Account)
  - Masterplan Account

- → All Personal Credit Cards
- → All Debit Cards
- → Digital Wallet
- → Phone and Internet Banking
- → Kiosk Banking
- → Currency Current Accounts
- → Currency Call Deposit Accounts
- → Currency Fixed term Deposit Accounts
- → Treasury Deposit Accounts (ROI and UK)
- → Personal Fixed Term Deposit Account
- → Lodgement Cards

# Changes we have made that are common to all the Accounts and services listed above:

- We have changed our terms and conditions so that it is clear that where you are a
  consumer, if you take or defend legal proceedings, you are entitled to do so in Ireland or in
  the country in which you live. This change can be found in the sections of our terms and
  conditions dealing with governing law and jurisdiction.
- We added a condition to clarify that where you are a consumer, nothing in our terms and conditions will affect your rights under applicable consumer rights law.
- We have updated our terms and conditions to make it clearer as to how and when we can
  make a change to our agreement with you. For some of these terms and conditions, we
  have also added a new table to give further clarity and provide more detail on why we may
  make a change to your agreement and what we can change. These changes can be found
  in a section called "Changes to your Agreement" or "Variations to the Agreement"
  depending on the account or service.
- We have updated our terms and conditions to make our and your responsibilities clearer, explaining the events or circumstances that we are not responsible for. This could be events that are outside our control (for example failure of a third-party system), or if we must do something to comply with a law or regulation. These changes are set out in a section that may be referred to as "Our and your responsibilities", "Our liability to you", "Your responsibility to us" or "Maintenance and Availability" depending on the account or service.

# Changes that apply to Current, Demand Deposit and Masterplan Accounts:

- We have clarified in the "Closing or suspending your Account" section that, if you move
  your account to another provider, you are responsible to repay all money you owe, including
  any fees, charges, and interest.
- We have added further details on how we contact, and take instructions from, joint account holders in the section "If you have a joint Account".

### Changes that apply to Personal Credit Cards:

- We have clarified in the "Authorised Users" section the actions we may take on Authorised User cards including when we can cancel or block the card.
- We have clarified that if we reasonably think you have acted fraudulently and we notify the
  relevant national authority of this, you would be liable for the full amount of all unauthorised
  transactions. You would also be liable if you fail to tell us immediately after you become
  aware of the loss, theft, misuse or unauthorised use of your Card, Device, PIN or any
  Security Details. This is in the "Loss or misuse" section.
- We have included in the "Declining to authorise a Transaction" section more examples of why we may take action to combat wrongdoing or prevent financial harm.
- If you have a 'be' credit card, we have made the conditions about the interest rates easier to read. These changes are in the "Annual Percentage Rate of Charge" section.
- We have clarified that when the agreement has ended on closing your credit card account, you need to cancel any recurring transactions directly with the merchant and are responsible for any amounts owed because of this. This change is in the "Ending the Agreement" section.
- We have clarified in the "Ending the Agreement" section the liabilities and responsibilities of the estate of a cardholder on the death or legal disability of a cardholder. This includes the need for the estate to cancel all recurring transactions on the Account.
- We have updated in the "General" section how we may rely on documents and records kept by us as evidence of facts or events about your account.

### Changes that apply to Debit Cards:

- We have made a change in the "Cancelling, Blocking or Suspending your Card" section to clarify that we may cancel your card immediately or with less than two months' notice if we reasonably suspect unauthorised or fraudulent activity.
- We have clarified that when the card is cancelled, if you don't cancel any recurring
  payments they may continue to be charged and you are responsible for any amounts
  owed. You need to contact the merchant to stop these transactions. Please see the
  "Cancelling, Blocking or Suspending your Card" section.

# Changes that apply to Currency Current Accounts and Currency Call Deposit Accounts:

• We have updated how you should report disputed transactions, errors and omissions to our customer service unit. This change is in the "Operating your account" section.

### Changes that apply to Treasury Deposit Accounts:

- We have clarified the reasons why we may close your Account, your responsibilities to us
  following Account closure and explained that closure of a Treasury Deposit Account will
  be considered a withdrawal of the full deposit. These changes are in the "Closure of Your
  Account" section.
- We have expanded on the reasons why you may not be refunded if an incorrect payment happens. These changes are in the "Incorrectly executed and non-executed payments" section.

### Changes that apply to AIB Personal Fixed Term Deposit Accounts:

- We have updated the "Closing or suspending your Account" section to outline the reasons we may close or suspend your Account.
- We have updated the "Investment Period of your Account" and "Maturity" sections to clarify what occurs if the investment period or product is no longer available, including in circumstances where you have not provided us with an instruction.

### Changes that apply to Currency Fixed Term Deposit Accounts:

- We have included a new section setting out when we may close your Account. This section is called "Closing or suspending your Account".
- We have also clarified what happens to your Account at maturity if you have not provided instructions. This is in the "Maturity and Re-investment" section.

### Changes that apply to Treasury Deposit Accounts London Branch:

- We have updated the "Closure of Your Account" section to outline the reasons we may close or suspend your Account.
- We have updated the "Unauthorised payments" and "Incorrectly executed and nonexecuted payments" sections to clarify scenarios where we may not refund you.

# 3. Other Changes to our Terms and Conditions

We are making some operational changes and clarifications to some terms and conditions.

### What terms and conditions are changing?

The terms and conditions for these Accounts and services are changing:

- → All Current, Demand Deposit and Masterplan Accounts including:
  - Student, Student Plus and Graduate Accounts
  - Advantage Account
  - Personal Bank Account
  - Basic Bank Account
  - Junior/Student Saver Account
  - Youth Savings Account
  - Personal Demand Deposit Account
  - Demand Deposit Account
  - Online Saver Account
  - Business Current Accounts (including Business Start Up Account and Young Farmer Account)
  - Masterplan Account

- → All Personal Credit Cards
- → All Debit Cards
- → Corporate, Business and Purchasing Cards
- → Lodgement Cards
- → Phone & Internet Banking
- → Kiosk Banking
- → Currency Current Accounts
- → Currency Call Deposit Accounts
- Currency Fixed term Deposit Accounts
- → Personal Fixed Term Deposits Account

# Changes that apply to Current, Demand Deposit and Masterplan Accounts:

- Where you are a joint Account holder, we have updated the "If you have a joint Account" section to clarify:
  - · Your joint responsibility in relation to direct debits.
  - Who can give instructions to change the correspondence address.
- We have also updated some terms to clarify that we may refuse or delay a payment or
  require additional information because of duties we have in relation to money laundering
  and terrorist financing or economic and financial sanctions. These changes were made in
  the "Opening an Account", "Making and receiving payments" and "Keeping your Account
  safe and secure" sections.

### Changes that apply to Personal Fixed Term Deposits Accounts:

 We have updated the "Lodgements" section to clarify when we may allow you to make additional lodgements to your Personal Fixed Term Deposit Account.

# Changes that apply to Currency Accounts including Currency Fixed Term Accounts:

 We have updated the correspondence address for Currency Account Services to Unit 33 Blackthorn Road, Sandyford Business Park, Dublin 18, D18 E9T3.

### Changes that apply to Personal Credit Cards and Debit Cards:

- We have added a condition to explain how we can try to help if something goes wrong with
  a transaction and you need to seek a refund. This condition also advises the timeframe for
  notifying us and what our and your responsibilities are. This can be found in the "Queries
  and Disputes" section of the Personal Credit Cards terms and conditions and in the "What
  else affects how you authorise Transactions?" subsection of the Debit Cards terms and
  conditions.
- We have explained that we may be able to block or limit certain transactions where you ask
  us to do this. This can be found in the "Transactions (also see Cash Withdrawals)" section
  of the Personal Credit Cards terms and conditions and in the "Using your Card" subsection
  of the Debit Cards terms and conditions.

### Changes that apply to Corporate, Business and Purchasing Cards:

- We have included more examples of the valid reasons why we may take action such as declining to authorise transactions or investigating, intercepting, refusing or delaying payments in the "Loss or misuse" section.
- We have explained that we may be able to block or limit certain transactions where you ask
  us to do this. This can be found in the "Transactions (also see Cash Withdrawals)" section.
- We have added a condition to explain how we can try to help if something goes wrong with a transaction, and you need to seek a refund. This condition also advises the timeframe for notifying us and what our and your responsibilities are. This can be found in the "Queries and Disputes" section.
- We have clarified that when the agreement has ended you need to cancel any recurring transactions directly with the merchant and are responsible for any amounts owed because of this. This change is in the "Ending the Agreement" section.
- We have clarified the liabilities and responsibilities of the estate of the Principal Cardholder in the event of the death, legal disability, or dissolution of the cardholder in the "Ending the Agreement" section. This includes the need for the estate to cancel all recurring transactions on the Account.

### Changes that apply to Lodgement Cards:

 We have added conditions to the Lodgement Card terms and conditions to say that if the card is not used for 18 months, we will consider it inactive, and we may close the lodgement card. This can be found in the "Definitions" section of the Lodgement Card terms and conditions.

### Changes that apply to Online Saver Accounts:

- We have clarified where you can find additional information on our cut-off times to amend or cancel lodgements and standing orders. This is in the "About your Account" section.
- We have updated some terms and conditions to remove the details of the maximum
  amount that may be transferred from the Account. Transfer limits still apply and the terms
  and conditions for Current, Demand Deposit and Masterplan Accounts, which forms part of
  your agreement with us for the Account, includes information about where you can get
  details on the transfer limits on your account. This is in the "Payments to and from the
  Account" section.

### Changes that apply to Phone & Internet Banking and Kiosk Banking:

- We've added a section "Information about third party products, policies and accounts" to
  explain that information about other third-party products may be made available through
  AIB Phone and Internet Banking and Kiosk Banking. We explained that the information is
  provided to us by the third party and we have no responsibility for the information or if you
  decide to enter an agreement with a third party.
- We also removed references to the specific third-party providers (AIB Finance & Leasing, Ark Life and Irish Life) that were previously listed and deleted any definitions associated with those providers from the "Definitions" section.
- In the "Availability and Security" section we have made the following updates:
  - We have clarified how we may be liable to you if our services become unavailable. We
    have expanded situations where we may temporarily suspend access to some or all of
    the AIB Phone and Internet Banking Services and / or access to Kiosk Banking (for
    example for security or maintenance reasons).
  - We've added detail on unauthorised use of Phone and Internet Banking and Kiosk Banking.
- Under the "Use of Information and Confidentiality" section, we've said that any personal
  data you give us will be given in accordance with applicable data protection laws, and you
  will ensure all users are made aware of our data protection notice.
- We have updated the "Payments from your Account" section, to clarify that we will not be responsible for any delay, error, or loss where you give us incomplete, inconsistent, mistaken or unclear instructions and we will rely on any instructions you give us.

### Changes that apply to Phone & Internet Banking:

 In the "Definitions" section, we have clarified the ways in which you can top up a pre-paid mobile phone.

### Drop in to any branch, or visit

www.aib.ie/terms-and-conditions-updates