

# Terms and Conditions for Current, Demand Deposit and Masterplan Accounts

This document contains important information. **Please read carefully** and retain for future reference.

September 2018





# Current, Demand Deposit and Masterplan Accounts Terms and Conditions

These terms and conditions apply to all current accounts, demand deposit accounts and Masterplan accounts.

## What's in this document?

Here is a list of the sections contained in this document to help you find what you need. Please read this document carefully and keep it for future reference. If you are not happy with any of the terms, you should not open your Account or you can choose to close your Account at any time, as detailed in the 'Closing or suspending your Account' section.

If you have questions, just ask us. You can contact us using the details in the 'How we can contact each other' section.

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# Section 1

## Your Agreement

In this document, if we use words that start with a capital letter, that means the word has been defined in this 'Your Agreement' section.

This Agreement covers all current, demand deposit and masterplan accounts. It sets out:

- a) what you can expect when you open a current, demand deposit or masterplan account with us;
- b) what we ask from you to help us manage your Account; and
- c) our responsibilities and yours.

Some Accounts will have additional terms and conditions that are specific to that Account (for example, some of our demand deposit accounts). Those additional terms and conditions, and any terms and conditions for other services we provide to you to use with your Account, will take priority if they differ in any way to these conditions.

- 1.1** When we say 'Agreement', we mean all of the following:
- a) this document, which contains the main terms for your Account;
  - b) your completed application, all of your Account mandates and all signing instructions regarding your Account;
  - c) the Fees and Charges Booklets;
  - d) any additional terms and conditions for your Account; and
  - e) the terms and conditions for any other services we provide that you may use in relation to your Account (for example, for your Card, overdraft and/or our online banking services).

Some of the documents listed above may be amended from time to time, as outlined in the 'Changes to your Agreement' section. You should keep updated on all these changes as the revised document will still form part of this Agreement.

You can get copies of any of our terms and conditions and our Fees and Charges Booklets from our branches or on our website.

- 1.2 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Account through our online banking services, electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.
- 1.3 Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you would like any further information please ask at any of our branches.

1.4 In this Agreement:

**'Account'** means the current account, demand deposit account and/or masterplan account opened by you with us;

**'Account holder'** means the person or entity whose name the Account is in;

**'Agreement'** has the meaning set out at the start of this 'Your Agreement' section;

**'Business Day'** means a day (other than Saturday, Sunday or a public holiday) on which we are generally open for business in Ireland and, in relation to execution timeframes for a payment to an account with another financial services provider, is a day on which that financial services provider is also open for business;

**'Card'** means any debit and/or lodgement card issued by us to you for use in connection with your Account in accordance with the terms of the relevant Card agreement;

**'Consumer'** means any individual that has an Account for personal use, not connected with their trade, profession or business;

**'Credit Transfer'** means the account provider transfers money, on the instruction of the customer, from the customer's account to another account;

**'Direct Debit'** means the customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's Account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary;

**'EEA'** means any country that is currently a member of the European Economic Area. This may change from time to time;

**'Fees and Charges Booklets'** means the current editions of our schedules and/or fees and charges booklets for personal and/or business Accounts, as applicable, and provided to you in connection with your Account and as available in our branches or on our website. These booklets and/or schedules set out the fees and charges that apply to the relevant Account, including any international charges, whether accessed in Ireland or abroad;

**'Microenterprise'** means any enterprise that employs less than 10 people and whose annual turnover and/or annual balance sheet does not exceed €2 million subject to certain provisions set down by law;

**'Payment Instrument'** means a device (for example, a Card, your mobile phone or other device used for security purposes) and/or any procedure or set of procedures (for example, entering a password, passcode or other security details) used to authorise or initiate a payment;

**'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;

where we use a word in the singular this includes the plural if the context allows it, and vice versa (for example, **"person"** can mean **"persons"** and vice versa);

when we say **"customer"**; **"you"** and **"your"** we mean the Account holder and/or any third party authorised to act on your behalf, to include your successors and/or personal representatives;

when we say **"account provider"**; **"we"**; **"us"**; and **"our"** or **"Bank"** we mean Allied Irish Banks, p.l.c. and this includes our successors and assigns;

we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope is never limited to these examples; and

headings are used to assist you in reading this Agreement, but should not be taken into account in interpreting the meaning of conditions.

# Section 2

## Your Account

This section sets out information about opening and using your Account.

### Opening an Account

- 2.1 You can open an Account in your sole name or in the name of a business or partnership. You can also open certain accounts in joint names with another person or entity. To do so, you must follow our account opening procedures (please see the 'If you have a joint Account' section for more information on opening an Account with more than one person).
- 2.2 We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account on your behalf (such as a parent, guardian or legal representative), for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents.
- 2.3 Before you can open an Account, we need you to provide certain information to enable us to comply with our tax reporting obligations including your tax residence details, and may need you to provide additional information and/or documentation.

**Important:** From time to time, we may need you to provide or update information about you or documents we hold to identify you or the person who opened your Account on your behalf or to enable us to comply with our tax reporting obligations. If we are not provided with the updated information this could lead to us not carrying out a transaction on your Account or having to suspend or close your Account. You must promptly advise us of any change to relevant details including where your tax residency changes.

2.4 There may be circumstances where we refuse to, and/or cannot, open an account.

### About your Account

2.5 Your Account will operate in euro, unless, if possible, you agree another currency with us.

2.6 Any items that we may issue to you to be used in connection with your Account, such as cheque books or Cards, remain our property at all times, including cheques drawn on your Account. As a result, there may be some circumstances where we have to suspend, cancel, recall or retain them. We won't do so unless we decide it is necessary.

2.7 If you receive any items for use with your Account such as the provision of a cheque book or a Card you must ensure its details are correct (for example, you should check the account details and name the cheque book is issued to).

### Using your Account

2.8 **If you opened your Account as a Consumer**, your Account may not be used for any business or commercial purposes. **If you are not a Consumer**, your Account may only be used for business purposes.

2.9 Your Account must not be used for any illegal purposes.

2.10 We can set off your Accounts. This means that we may, at any time and without notice to you, use the funds in your Account or in any of your other accounts with us to pay off some or all of any amount you owe us (in all instances, this includes accounts not covered by this Agreement).

2.11 Unless we have agreed to provide you with an overdraft, you must keep your Account in credit at all times and have sufficient funds in your Account to cover any payments.

2.12 Where applicable, we may apply a minimum or maximum balance limit on your Account and/or on the combined balances of any of your Accounts. Where we notify you of a balance limit on your Account, you must operate your Account in line with this balance limit and you may be required to lodge or withdraw funds to or from your Account to match the balance limit we have set.



## Overdrafts

- 2.13** An overdraft is not available on every Account (for example, a demand deposit account).
- 2.14** Where an overdraft is available, you may only apply for one if you are 18 or over. This will be governed by a separate agreement with us.

## Who can give us instructions in relation to your Account?

- 2.15** All instructions in relation to the Account must come from the Account holder, unless the Account holder has authorised a third party to give instructions in relation to the Account in accordance with any procedures we may have (for example, under a power of attorney). Please see the 'If you have a joint Account' section for more information in relation to joint Accounts and the 'Making and receiving payments' section for more information in relation to payments and withdrawals to and from the Account.
- 2.16** Where the Account holder has authorised a third party to give us instructions in relation to the Account in accordance with any procedures we may have, we will deal with that third party as if they were the Account holder for the purposes of this Agreement and will follow all their instructions up until the date we receive confirmation from the Account holder, in writing or as we otherwise allow, telling us otherwise.

## Section 3

### If you have a joint Account

This section applies to a person or entity who has a shared Account with one or more other person or entity. We call this a joint Account. Not all Accounts can operate as a joint Account. This section sets out how we deal with joint Account holders and what happens if the arrangement between them comes to an end (please also see the '*Other important terms*' section for additional terms for joint Account holders, including how we deal with the death or bankruptcy of a joint Account holder).

#### What do you need to know?

- 3.1 This Agreement applies to all the joint Account holders collectively.
- 3.2 Joint Account holders will be jointly and severally liable for any amount owing on the Account. This means that any one, some, or all, of the joint Account holders can be held accountable to pay us any amount owed, separately and/or together.
- 3.3 Joint Account holders can make payments or withdrawals in accordance with the latest signing instructions given for the Account. These are provided in your Account mandate. If your Account signing instructions state that any one joint Account holder can sign, then one joint Account holder can pay or withdraw funds from the Account without the others' knowledge. Such Account signing instructions can be amended on agreement of all the joint Account holders and will remain in place until amended further.
- 3.4 Any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant or financial advisor or account aggregation service providers which allow you to view accounts with different providers in one place). This may result in the personal data relating to all joint Account holders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.
- 3.5 If you choose to disclose information in relation to the Account to a third party, it may result in

the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.

- 3.6 We will communicate with joint Account holders at one of the contact details you give us. The joint Account holder we communicate with will be chosen by us unless one of you requests otherwise. The person we contact is responsible for sharing this information with the rest of the joint Account holders and we will assume you are happy for us to communicate with all of you this way. There are further details on how we will communicate with you in the '*How we can contact each other*' section.
- 3.7 Instructions to change the address at which to receive correspondence can be made by any party to the joint Account.
- 3.8 If we become aware of a dispute between you, we may stop accepting instructions in relation to the Account, unless they are given by all Account holders or the dispute has ended. However, we do not have to do this and we can still follow the instruction given by the relevant parties acting in accordance with this Agreement.
- 3.9 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders, depending on the Account signing instructions.
- 3.10 We can close the Account if requested to do so by the relevant parties acting in accordance with our procedures.

### **What if your joint Account is held by a partnership?**

- 3.11 If there is any change to the name or make up of a partnership which has a joint Account, we must be notified in writing by all of the partners listed on the most recent records you provided to us (or their executor, personal representative or trustee, as applicable). If we are not contacted, then we may treat those partners as having full power to carry on the business of the partnership and to deal with its assets as freely as if there had been no change. Likewise, we will continue to operate the Account as if there had been no change, even if it is overdrawn. We may also use any right of set-off we have. Our contact details are provided in the '*How we can contact each other*' section.

# Section 4

## Keeping each other informed

It is very important that you tell us about any changes to your situation or your details. This section sets out the kind of information we need you to keep us updated on and how we will keep you informed.

You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.

- 4.1** When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures.

**Examples of things you should keep us updated on:**

- a. your name or directors' names;
- b. your postal, email or registered office address;
- c. where you are resident or tax resident; and
- d. your phone number.

### How will you get statements and other information?

- 4.2** We have set out in the '*How we can contact each other*' section the different ways we can communicate with you.
- 4.3** A statement will be provided annually on the anniversary of you opening your Account or on another date if you so instruct us. You may receive a paper and/or electronic statement, depending on factors such as your Account type and/or if you use your Account with our online banking services.
- 4.4** You can ask us to provide you with a statement for your Account on a more frequent basis, free of charge, up to monthly.
- 4.5** Each statement will contain information on all payments to and from your Account and any fees or charges applied for the time covered by the statement.

- 4.6 Information in relation to transactions will be made available on our online banking services (for example, in your payment logs). You can also ask us for information in relation to any transaction which appears on your Account.
- 4.7 You can contact us to ask for a duplicate statement using the details given in the 'How we can contact each other' section. We may charge a fee for this. You may also be able to see and/or print a copy of your statement using our online banking services.
- 4.8 **If you are not a Consumer or Microenterprise,** and we are allowed by law to exclude you from the information requirements set out in EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time, we may do so.

**Important:** It is your responsibility to check your statements and any other information we give you. If you are unsure or think there may be a mistake with any transaction, you should contact us as soon as possible. See the '*Making and receiving payments*' section for more information on unauthorised payments and to see how we deal with payments made in error.

# Section 5

## Keeping your Account safe and secure

It is very important that you do everything you reasonably can to make sure that access to your Account is safe and secure and that you follow the conditions outlined in this Agreement. This section sets out what you need to do to protect your information and Account.

### How to keep your Account safe and secure

5.1 We will do all we reasonably can to prevent unauthorised access to your Account and to make sure it is secure.

**Important:** Where we suspect fraud or money laundering on your Account, we may investigate and/or stop payments to and from your Account and/or suspend or close your Account. We may also contact you to re-confirm your instructions. This could result in payments to and from your Account being delayed and/or refused. We are not responsible for any loss or damage that might be caused as a result.

5.2 If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account we will contact you as soon as possible in writing or over the phone. Please note that we will never request your personal banking details (for example account numbers, PIN and/or other login details) via letter or email. 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 or ask you to provide your security details.

5.3 You must:

- a) follow instructions we give you in order to protect your Account from unauthorised access;
- b) ensure your arrangements for receiving information from us are safe and secure;

- c) make sure when you are contacting us, that you choose a method that is safe and not public;
  - d) keep any items you may have to make payments from your Account, such as a draft, cheque or Card, safe and secure;
  - e) take all reasonable care when writing a cheque to minimise the opportunity for alteration, forgery or fraud. You must initial any alteration you make to your cheque; and
  - f) keep your Account details safe.
- 5.4 You should always check the amount of any payment before you authorise it. Further information on payments, how you authorise payments and what happens if there is an unauthorised payment is provided in the *'Making and receiving payments'* section.
- 5.5 Please remember that communications made via the internet, a mobile phone or a tablet may not be secure and could be intercepted by third parties.
- 5.6 You should also check your Account records as often as possible. You need to be aware that if you don't follow this *'Keeping your Account safe and secure'* section, you may be responsible for any resulting losses you suffer. See the *'Our and your responsibilities'* and the *'Making and receiving payments'* sections for further information.

**Important:** You must tell us immediately if you think an unauthorised person can access, or has accessed, your Account or if you have lost any item that you use to make a payment from your Account, such as a draft, cheque, cheque book or a Card or where you suspect the safety of any of those items has been compromised. Our contact details are set out in the *'How we can contact each other'* section. There may also be other consequences, which we set out in the *'Our and your responsibilities'* and in the *'Making and receiving payments'* sections.

# Section 6

## Making and receiving payments

In this section we set out how payments can be made to and from your Account and how long it takes us to act on payment instructions. We also set out what happens if we can't follow a payment instruction and what we will do if something goes wrong with a payment.

### How long do we take to carry out a payment instruction?

- 6.1 Whether or not we can process a payment instruction to or from your Account on the Business Day we receive it depends on whether we receive it before or after the relevant cut-off time.
- 6.2 Cut-off times vary depending on:
  - a) the type of payment we are instructed to make (including those in different currencies);
  - b) the type of instruction (for example, to set up, cancel or amend a Standing Order); and
  - c) the way we are instructed (for example, in writing, over the phone or through our online banking services).
- 6.3 If we receive a payment instruction before the cut-off time on a Business Day, we will process it that day.
- 6.4 If we receive a payment instruction after the cut-off time on a Business Day (or on a day that isn't a Business Day), we will generally process it on the next Business Day, although we may process it on the day we receive it.

Depending on the type of payment instruction, you can find details of our cut-off times on our website [www.aib.ie](http://www.aib.ie) or by asking us by phone or in any branch.

### Lodgements and payments to your Account

- 6.5 We will follow instructions to make lodgements and payments to your Account whenever we can. However, we can delay or refuse to accept any lodgement or payment to your Account for any valid reason (for example, if we believe the lodgement or payment may be fraudulent or unlawful or if we believe your Account is no



longer in operation). If we do refuse to accept any lodgement or payment to your Account, you may ask us for information about it by contacting us. Our contact details are set out in the *'How we can contact each other'* section. If possible, we will let you know our reasons for doing so.

## **How can lodgements and payments be made to your Account?**

- 6.6 Depending on the type of Account you have, once our procedures are followed, lodgements and payments can be made to your Account by cash lodgement, cheque lodgement, draft, other paper based payments and by electronic payments (for example, a credit transfer into your Account). We may in the future accept payments to your Account by other methods which we make available.
- 6.7 Cash lodgements, cheque lodgements, draft or other paper based payments will normally be made over the counter in one of our branches, by using any of our self-service machines that accept the type of lodgement being made or through an agent (for example, An Post).
- 6.8 We may accept cheques, drafts and other paper based payments which are made payable to third parties as lodgements to your Account at our discretion. You will compensate us for any loss we may suffer in doing so.
- 6.9 If funds are lodged to your Account using any of our self-service machines, we take no responsibility for it until we process that lodgement. When we do process the lodgement, we will confirm the amount and credit that amount to your Account. If it is different from the amount set out on the lodgement instruction, we will let you know. The amount we find actually contained in the lodgement will be the amount we lodge.
- 6.10 Once cash is lodged using any of our self-service machines, the lodgement instructions cannot be withdrawn. For all other lodgements, you can ask us to withdraw the lodgement instructions up to the end of the Business Day on which those instructions are received by us. If it is possible, we will try to do this if those instructions have not yet been processed by us. However, we cannot cancel or change a lodgement instruction after the end of the Business Day on which we receive it.

## When will funds paid to your Account be available for you to use and, if applicable, when will you begin to earn interest on those funds?

**6.11** How quickly funds become available in your Account for you to use and, if applicable, when we start to calculate interest on them may depend on how the payment or lodgement was made, where it came from and whether a currency conversion is needed. See the '*Fees, charges and interest*' section for more information on interest rates and how interest is calculated.

**Important:** When funds are available in your Account for you to use, they are known as 'cleared' funds.

**6.12** The following table sets out when payments to your Account will be available for you to use and, if applicable, when we start to calculate interest on them. Clearing times for any payments not mentioned in the table below will be dependent on the type of payment concerned. The timeframes assume we have received the payment before the cut-off time on a Business Day. If we receive the payment after the cut-off time on a Business Day, the payment will be deemed to have been received the following Business Day.

Payments received before the cut-off time on a Business Day	Available to use (when the funds clear)	Value determined for interest purposes
<p>Electronic payments:</p> <ul style="list-style-type: none"> <li>a) where there is no currency conversion;</li> <li>b) where there is a currency conversion between EEA currencies; or</li> <li>c) made between accounts held with us in Ireland.</li> </ul>	<p>The Business Day the funds are received by us.</p>	<p>The Business Day the funds are received by us</p>
<p>All other electronic payments.</p>	<p>This will vary depending on the currency of the payment and/or the country it comes from.</p>	<p>The Business Day the funds are received by us.</p>
<p>Cash lodgements in euro and euro drafts issued by us.</p>	<p>Usually immediately and always on the Business Day the lodgement is received by us.</p>	<p>The Business Day the lodgement is received by us.</p>
<p>Euro cheque lodgements and other paper based payments (e.g. drafts) from another account held with us in Ireland.</p>	<p>Within three Business Days.</p>	<p>The Business Day the lodgement is received by us.</p>
<p>Euro cheque lodgements and other paper based payments (e.g. drafts) from an account with another Irish financial services provider.</p>	<p>Within five Business Days.</p>	<p>The next Business Day after the lodgement is received by us.</p>
<p>All other paper based payments.</p>	<p>This varies depending on the currency of the payment and/or the country it comes from.</p>	<p>This varies depending on the currency of the payment and/or the country it comes from.</p>

- 6.13** The clearing times set out in the table above for paper based payments are guidelines only and may be extended through delays in the post or other legitimate reasons. For example, sometimes where a cheque, draft or other paper based payment is presented to us for lodgement, we may not be able to accept it for immediate lodgement to your Account and instead may need to request collection of payment from the payer's financial services provider. We then have to wait for the payment from the payer's financial services provider. The time this takes depends on the individual financial services provider and the country it is based in. This may take a number of weeks and the amount will not be lodged to your Account until we have received the payment.
- 6.14** If funds, cheques, drafts or other paper based payments are lodged to your Account in one of our sub-offices or through an agent, it may take us at least one extra Business Day to process. Once the lodgement has been processed by us, we will credit the amount to your Account with effect from the date we process the lodgement.
- 6.15** Please note that, even after the above timeframes have passed and cheques, drafts and other paper based payments have cleared, such items may be returned unpaid (for example, if a cheque "bounces" or is returned as "refer to drawer"). If these payments are returned unpaid, after they have become available for you to use, you will owe us that amount and we may take the money directly from your Account.

## Withdrawals and payments from your Account

**Important:** When authorising a payment or withdrawal, you may also be asked to use your Card and/or provide identification details, such as your name, address and telephone number, for additional security.

- 6.16** In order for us to follow a withdrawal or payment instruction:
- a) you must have sufficient funds in your Account to cover the payment or an agreed overdraft limit which will cover the amount of the instruction;
  - b) our procedures must be complied with (for example, we must receive all of the

information we need to process that instruction); and

- c) our security requirements must be followed (for example, entering your PIN if using a Card).

**6.17** We may delay or refuse to make a payment from your Account for any valid reason (for example, where the information we have been supplied with is incorrect or for security reasons). Please see more detail on this under the '*When do we not have to follow a payment instruction*' heading below. If possible, we will tell you our reason for doing so and what we need from you in order to make the payment. For payments set up through our phone banking service or our online banking services, you should monitor your payment logs to track your payments.

**Important:** Limits apply to the amounts that can be transferred through our online banking services (please see our website for more information on these limits).

## **How can withdrawals and payments be made from your Account?**

**6.18** As long as our procedures are complied with and security requirements are followed, we will take it that you have authorised the payment.

**6.19** Depending on the type of Account you have, payments can be made by any of the following methods (we may in the future also allow payments by other methods which we make available):

## **Cash withdrawals, cheques, drafts & other paper based payments**

**6.20** You can, depending on your Account, withdraw funds at our branches, at a cash machine, by ordering a draft, by making payments by cheque, or as we otherwise allow.

**6.21** If you have a cheque book in connection with your Account, the following apply:

- a) we may pay post-dated cheques if they are presented before their due date;
- b) we do not have to pay a cheque if it is more than 6 months old;

- c) if you want to stop a cheque, you must let us know in writing or any other way we allow. Our contact details are set out in the 'How we can contact each other' section. We cannot stop a cheque which has already been paid or cashed by us at any of our branches;
- d) if a person presents a cheque drawn on your Account for payment at any of our branches, we will not be obliged to make the payment other than to the account of the beneficiary named on the cheque; and
- e) once cheques are completed in line with our procedures, we have no obligation to establish the identity of the beneficiary of a cheque drawn on your Account.

Generally, once cash or a cheque, draft or other paper based payment withdrawal instruction has been received by us, we will begin to process it. At this point, you cannot amend or cancel the instruction.

## Credit Transfers

**6.22** A Credit Transfer can be set up by completing the relevant Credit Transfer instruction in any of our branches or, where we allow, by using our phone banking service or our online banking services (including through certain third parties – please see more details under the '*Payments initiated through third parties*' heading below).

**6.23** A Credit Transfer instruction must include the information we need to identify the account you want to transfer funds to (for example, an IBAN (International Bank Account Number), a BIC (Bank Identifier Code), an account number and/or sort code, or the recipient's name and address). We will tell you what details we need when you give us the instruction.

**6.24** If you wish for a Credit Transfer to reach the recipient's account by a specified time/date, the relevant cut-off times will need to be considered.

**6.25** A Credit Transfer instruction cannot be cancelled or amended once we have started to process it.

## Standing Orders

**6.26** The payment must be in euro and the account to which funds are being transferred must be within the Single Euro Payments Area (SEPA). We may in the future accept Standing Orders for SEPA payments in non-euro currencies.

Full details of countries within SEPA are available on our website [www.aib.ie](http://www.aib.ie)

**6.27** A Standing Order can be set up, amended or cancelled by completing the relevant instruction in one of our branches or, where we allow, using our phone banking service or our online banking services (including through certain third parties – please see more details under the *'Payments initiated through third parties'* heading below).

**6.28** A Standing Order must include a valid IBAN for the account you want to transfer funds to and/or any other information that we might need.

**6.29** If you wish to set up, amend or cancel a Standing Order within a specific timeframe, cut-off times will need to be considered.

## Direct Debits

**6.30** When you sign or agree to 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.

**6.31** We are entitled to rely on this instruction received from the originator's payment service provider in order to make a payment from the Account.

**6.32** The payment must be in euro and the account to which funds are being transferred must be within the Single Euro Payments Area (SEPA).

**6.33** We can refuse to pay a Direct Debit from your Account if that would mean that your Account goes overdrawn or goes over an agreed overdraft limit (where there is one).

**6.34** You may instruct us in writing (or any other way we make available to you) to:

- a) limit any Direct Debits to a particular amount and/or period;
- b) block any Direct Debit payments from your Account until you have agreed to have the block removed;
- c) create a list of payer accounts to which Direct Debit payments from the Account are permitted; and/or
- d) create a list of payer accounts to which Direct Debit payments from the Account are not permitted.

**6.35** 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 Business Day before the scheduled Direct Debit if you would like us to block or refuse a payment or to notify us of the inclusion of that originator on a list of payer accounts to which Direct Debit payments from the Account are not permitted or otherwise.

**Important:** The mandate will continue to be valid until such time as any cancellation has been finalised directly with the originator in accordance with the terms and conditions relating to the mandate.

**6.36** You can ask us to refund a Direct Debit that has been collected from your Account up to 8 weeks from the date on which the Account was debited.

**6.37** You must contact us in writing (or any other way we allow) to avail of this refund right. Our contact details are set out in the *'How we can contact each other'* section.

### **Future dated payments**

**6.38** Where you instruct us to make a payment on a specified date in the future, we will take it that the payment instruction has been received on the date you have requested the payment to be made, and will process the payment on that date. If that requested date is not a Business Day, we will process the payment on the next Business Day.



## Bulk payment files

- 6.39** If you are using your Account for business or commercial purposes, you may be able to avail of our payment file services to initiate multiple Credit Transfers and/or Direct Debit collections at the same time (for example, if you are paying staff wages or third party suppliers or if you are a utility company collecting Direct Debit payments). These are electronic payment file services that we provide and will be governed by a separate agreement with us.
- 6.40** If you have entered into an agreement with us to be a Direct Debit originator and we receive a request to refund a payer's account, we are required to do so and will take the refund amount from your Account. We may not give you notice before we do so.

## Payments initiated through third parties

- 6.41** If you can make payments from your Account using our online banking services, you may be able to set up, amend or cancel payments through certain third parties (for example, if you are paying for something online and elect to pay directly from your Account without using a Card). In these circumstances, you will be accessing your Account via a third party through our online banking services. Therefore, the terms and conditions of the relevant online banking service will apply (including any applicable spending limits, fees and charges, signing instructions and cut-off times). Please check our website for more information.
- 6.42** Where payments from your account are initiated by third parties, we will take it that the payment instruction has been received when the third party sends us the final instruction (even if you have authorised the payment earlier).
- 6.43** If you wish to amend or cancel a payment initiated through a third party, you must follow the third party's procedures as well as ours. For more details on whether you can amend or cancel payments, please see the '*How can withdrawals and payments be made from your Account*' heading above.

## What happens if you don't have sufficient funds to make a payment?

- 6.44** It is your responsibility to ensure that at all times you have sufficient funds in your Account to meet all payments you want to make.
- 6.45** If you don't have sufficient funds to cover a payment, or you exceed your agreed overdraft limit, but we allow the payment anyway, you may be responsible for any referral item charge, debit interest and surcharge interest. Please see the 'Fees, charges and interest' section for more information.
- 6.46** If we do not allow a payment, you will be responsible for any unpaid item charges.
- 6.47** If we allow a payment which would result in an unauthorised overdraft on your Account, or increase the debit balance to an amount in excess of an agreed overdraft limit, this will not mean we must do so again in the future, no matter how frequently we do it.
- 6.48** Where we receive a number of payment instructions and you don't have sufficient funds in your Account to meet them all, we may prioritise the payments in such order as we decide.
- 6.49** In the case of a Standing Order from your Account, where there are insufficient funds in your Account on the due date for the payment, we may attempt to make the payment again but we do not have to.

For details on unpaid and referral item charges, you can read our Fee and Charges Booklets which are available in any of our branches or on our website.

## When will the payment reach the recipient's financial service provider?

- 6.50** Where we accept a payment instruction, we will ensure that the recipient's financial services provider is paid within the following timeframes (assuming we have received a completed instruction before the relevant cut-off time on a Business Day):

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

Where you wish to make a payment by a particular deadline, you should allow for additional time to make sure the recipient's financial services provider processes the payment on time.

## When do we not have to follow a payment instruction?

**6.51** We don't have to follow a payment instruction if we have a legitimate reason not to, for example if:

- a) the transaction has not been authorised, applicable payment instructions have not been completed or we have not been provided with all the information we need;
- b) we reasonably think that a payment into or out of an Account is connected to fraud or any other criminal activity;
- c) you don't have sufficient funds to make the payment and pay all applicable charges;
- d) by carrying out the instruction we might break a law, regulation, code or other duty that applies to us; or

- e) it's for a payment involving one or more of a limited number of listed countries where we will not trade.
- 6.52** Where we are given incomplete, unclear, inconsistent or mistaken instructions we will not be responsible for acting in accordance with any part of those instructions or for any delay or error which arises as a result. We may, at our discretion, refuse to execute such instructions.
- 6.53** If we do refuse to make a payment from your Account, we will let you know either in person, over the phone, via our online banking services (for example, in your payment logs) or by any other means permitted.

**Important:** We may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying payments to and from your Account for any valid reason (for example, where we suspect fraud, money laundering, terrorism, we believe we have been provided with incorrect information or we have concerns about the security of your Account). Where we do so, we may contact you or your authorised representative to re-confirm the instructions. We are not responsible for any loss or damage that might be caused as a result.

### Payments made in error

- 6.54** If an incorrect amount is paid to or from your Account, we may make any adjustment necessary on your Account. We do not have to contact you to tell you beforehand. If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur.
- 6.55** Where a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or the operation of any clearing rules), we may reverse that payment and any interest earned on it without having to contact you about it.
- 6.56** Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any charges associated with doing this and we may take any amount you owe us from your Account.

## Unauthorised payments

**6.57** Except as set out in the remainder of this 'Unauthorised payments' section, if you notify us without undue delay that a payment from your Account was not authorised, we will usually refund the amount of that unauthorised payment to you and restore your Account to the state it would have been in had the unauthorised payment not taken place. We will not have any further liability to you in this respect.

**Important:** We will normally say that there has been undue delay to notify us if you fail to do so within 30 days after receipt by you of a statement or payment advice detailing the relevant transaction. In any event, a failure to notify us within thirteen months of the transaction will always amount to undue delay. You must notify us by contacting us through your branch or by phone. Our contact details are set out in the 'How we can contact each other' section.

**6.58** If the unauthorised payment resulted from the loss, theft or misuse of any Payment Instrument, you may be liable for any losses. However, if you are a Consumer or Microenterprise, this liability is limited to €50 per unauthorised transaction. In any event, we will refund the full amount where:

- a) the loss, theft or misuse was not detectable to you prior to a payment being made except where you have acted fraudulently; or
- b) the unauthorised payment was caused by the acts or lack of action on our part (including any employee, agent or branch of ours or a body to which we have outsourced activities).

**6.59** We may not give you a refund if:

- a) we reasonably think you have acted fraudulently and we notify the relevant national authority of this;
- b) you have fraudulently, intentionally or with gross negligence:
  - (i) failed to keep and use your Payment Instrument in accordance with the terms governing its issue, use and safety; and/or
  - (ii) failed to tell us without undue delay about the loss, theft, misuse or unauthorised use of the Payment Instrument.

**6.60** If, as a result of an investigation, we establish that the transaction claimed as unauthorised is in fact an authorised transaction, we will debit your Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carrying out the investigation. As part of any such investigation, if you are not a Consumer or Microenterprise, you will be responsible for demonstrating that the transaction was unauthorised.

### **Incorrectly executed, late and non-executed payments**

**6.61** The following section only applies to **Consumers and Microenterprises** and where the recipient's financial services provider is located in the EEA:

- a) you must tell us as soon as possible and without undue delay (see the box above under the '*Unauthorised payments*' heading for more information on what we mean by undue delay) if you believe that a payment has been made in error, was incorrectly executed, late or not properly made;
- b) where we have been instructed to make a payment from your Account to an account with another financial services provider and that payment was deemed to be deficient, we will usually restore your Account as soon as possible to the state it would have been in had the payment been correctly executed. A payment is deemed to be deficient where the other financial services provider says it did not receive it, it was late or if a payment instruction is incorrectly executed by us (for example, an incorrect amount is transferred). We will not have any further liability to you in this respect. However, we will not do this if:
  - (i) we have executed the payment in accordance with the instructions provided to us or if there was a mistake in any of the details in the payment instruction provided to us; or
  - (ii) we can show that the payment was received by the other financial services provider;

- c) where you tell us about an incorrect payment, we will make efforts to look into this and trace the payment and inform you of our findings. If, as a result of our investigation, we find that the payment was correctly executed, you may be responsible for any reasonable costs incurred by us in carrying out the investigation. If necessary, we will also provide you, on your request in writing (or any other way we allow), with all information available to us and relevant to you in order for you to file a legal claim to recover any funds, and we may charge you in respect of the recovery;
- d) we will refund to you any charges and/or interest charged by us for which we are responsible as a result of a deficient payment.

# Section 7

## Fees, charges and interest

This section sets out where you can find information in relation to the fees and charges that may apply to your Account. It also sets out what interest you may be charged and what interest you may earn on your Account, if applicable.

### About fees, charges and interest

- 7.1 We may charge certain fees and/or charges, including government charges for the use of your Account (for example, we charge a fee to process Direct Debits from your Account). We list these fees and charges in our branch notices and in our Fees and Charges Booklets.
- 7.2 We may also charge and, if applicable, you may earn interest on your Account. We explain in more detail the various types of interest below in this '*Fees, charges and interest*' section.
- 7.3 We may take any fees, charges and interest that you owe us, either from any amount paid, or to be paid, from your Account (where relevant) or directly from your Account. We may debit your Account even if it causes it to become overdrawn. If it is not possible to debit the amount due from your Account, we may take it from any other account you have with us or we may set up a new account in your name to do so. Where we calculate that you owe us an amount on a non-Business Day, we may debit that amount from your Account on the next Business Day.
- 7.4 All of our interest rates are variable (which means that they may go up and/or down) and the composition of them may change from time to time. For details of the interest rates that apply at any given time, please see our Fees and Charges Booklets, branch notices and/or your Account statement.
- 7.5 We may, from time to time, make changes to and/or introduce new fees, charges and interest rates. How and when we will make any such changes is set out in the '*Changes to your Agreement*' section.

We provide some suggestions on how to minimise the fees and charges (including interest charges) that apply to your Account in our Fees and Charges Booklets.



## Credit interest

- 7.6 Depending on the type of Account you have, you may earn credit interest on the credit balance in your Account at the end of each day once all payments have been made to and from the Account. This daily credit balance might not be the same as your Account balance as shown on your Account statement or online payment logs, which may include payments that have been made to your Account but are not yet available for you to use (for example, in the case of a cheque paid into your Account). You cannot earn credit interest on any amount lodged to the Account on the date you close the Account. For more details about when your money will begin earning credit interest, please see the *'Making and receiving payments'* section.
- 7.7 For applicable deposit accounts, credit interest will be applied to your Account twice a year (currently in April and October, though these dates may change).
- 7.8 For applicable current accounts, credit interest will be applied to your Account four times a year (in March, June, September and December, though these dates may change).
- 7.9 Depending on the type of Account you have, and if agreed in advance in writing, credit interest on your Account may be set-off against debit interest accrued on the same Account in the same three month period. This is only applicable to certain current accounts you have with us. The net amount will be applied to your Account.

## Will Deposit Interest Retention Tax (DIRT) be deducted from any interest you earn?

- 7.10 Subject to certain exemptions, we must deduct DIRT from any credit interest you earn on your Account at the prevailing rate on the day the credit interest is paid.
- 7.11 One such exemption is that we will not deduct DIRT from any credit interest you earn on all of your accounts if you are not resident in Ireland and the following requirements are met:
- a) we hold a non-resident declaration form, fully completed by you; and
  - b) the minimum balance in each of your accounts with us is at all times €12,500 (you will not be allowed to aggregate the balances in your accounts).

- 7.12 Even if you are not resident in Ireland, if either of the above requirements are not met, we will deduct DIRT at the prevailing rate.
- 7.13 If either of the above requirements cease to be met and are later satisfied again, you will have to re-apply for the exemption and provide us with fresh confirmation of your residential status.

If you would like any further information on DIRT, including what other exemptions apply, please see further information on [www.revenue.ie](http://www.revenue.ie)

## Negative interest

- 7.14 **This section only applies if you are not a Consumer or Microenterprise.** The interest rate on your Account can be greater than 0% per annum, less than 0% per annum or 0% per annum. Where the interest rate applied to your Account is less than 0% per annum this is called negative interest and this means that you must pay us any negative interest amount that we calculate is due to us on your Account. We may also apply a balance limit to your Account (please see the 'Your Account' section for more details).
- 7.15 We will let you know in advance if negative interest will be applied to your Account.
- 7.16 We only apply negative interest to a credit balance on your Account and/or the combined credit balances of any of your Accounts. We do not apply negative interest to a debit balance and we will never be required to pay you interest on a debit or overdrawn balance.
- 7.17 We calculate negative interest in the same way we calculate credit interest (which is outlined above under the 'Credit interest' heading above).
- 7.18 We will debit any negative interest you have to pay us from your Account daily, monthly, or at any other agreed time.
- 7.19 You must keep a sufficient credit balance on your Account to pay us any negative interest amount that we calculate is due to us. If you do not keep a sufficient credit balance on your Account we can, depending on the type of Account you have, debit any negative interest directly from your Account or contact you to

advise you of the negative interest amount due and that this amount should be paid within 3 Business Days.

- 7.20** Any unpaid negative interest amount we debit to an Account will not itself bear interest until the unpaid negative interest amount has been paid by you.
- 7.21** We can change the negative interest rate that applies to your Account at any time. Please see the '*Changes to your Agreement*' section about how we will notify you of changes to the negative interest rate.

## **What about interest you have to pay on debit balances on your Account?**

### **Debit interest**

- 7.22** Debit interest is interest you have to pay us on any debit balance on your Account up until that debit balance is repaid, whether we have agreed an overdraft limit with you or not. It is charged as a compound interest, which means that interest charged to your Account will itself bear interest until it is paid (regardless of any other rights we may have in relation to interest you have not paid). The rate of debit interest we apply to an agreed overdraft will be stated in your overdraft agreement. If you do not have an agreed overdraft limit, the rate of debit interest you are charged on any debit balance will be set out in your Account statement.

### **Surcharge interest**

- 7.23** Surcharge interest is an interest charged on an unauthorised overdraft. This may arise where:
- a) you overdraw your Account but do not have an agreed overdraft limit with us;
  - b) you exceed your agreed overdraft limit with us; or
  - c) an overdrawn balance remains unpaid after your overdraft or the review date of your overdraft has passed or after the date we demand an overdrawn balance be repaid to us.
- 7.24** Where surcharge interest applies, it will be additional to any debit interest you pay. Like debit interest, surcharge interest is charged as

a compound interest, which we explain under the '*Debit interest*' heading in this '*Fees, charges and interest*'.

### **How do we charge debit interest and surcharge interest?**

- 7.25** If applicable, we will calculate any debit and surcharge interest due, at the end of each day once all payments have been made to and from the Account.
- 7.26** If applicable, debit and surcharge interest will be charged to your Account four times a year (in either January, April, July and October or March, June, September and December depending on the type of Account you have, though these dates may change).
- 7.27** In some circumstances, we may allow you to withdraw funds from your Account that have not yet become available for you to use (for example, in the case of a cheque paid into your Account). However, if we allow this, you may have to pay debit and surcharge interest on any resulting debit balance in your Account.

### **Interest set off agreements**

- 7.28** Depending on the type of Account you have, we may agree with you to set off credit interest and debit interest between different Accounts, where the Accounts are held by you in the same branch. If the applicable interest rate has not been agreed with you in writing, then you will be charged a rate of 1% per annum (or such other rate as we may agree with you) on any debit balance set off against your credit balance. Where applicable, credit interest will only be paid on the net credit balance. In all other circumstances, the standard interest rate and related charges will apply.

# Section 8

## Foreign currency and exchange rates

In this section, we set out when and how we apply exchange rates to payments to or from your Account.

When we refer to the 'standard exchange rate threshold value' we mean an amount set by us under which we charge a fixed exchange rate for all currency exchanges into or out of your Account.

- 8.1 Any payment to or from your Account in a currency other than the denominated currency of your Account will require a currency conversion using a foreign exchange rate. The exchange rate we use will depend on how the payment is made, the type of payment and the amount of that payment. For further information on these payments, please see our Fees and Charges Booklets.
- 8.2 If the payment to or from your Account is in a different currency to the denominated currency of your Account, the exchange rates that apply are as follows:

Amount	Exchange Rate
Up to and including our standard exchange rate threshold value	We will apply our standard exchange rate for payments to or from your Account using the rate that applies on the Business Day we consider the instruction to have been received.
Over our standard exchange rate threshold value (for foreign currency payments from your Account)	We will apply an exchange rate negotiated with you.
Over our standard exchange rate threshold value (for foreign currency payments to your Account)	We will attempt to contact you to negotiate a rate with you before we make the conversion. If we are unable to do so by 4pm on the Business Day on which a payment is received by us, we will apply an appropriate exchange rate as decided by us at that time.

- 8.3 You can find out what our current standard exchange rate threshold value is in any of our branches or on our website. The standard exchange rate threshold value can change from time to time.
- 8.4 You can find out about our standard exchange rates and what they apply to in our Fees and Charges Booklets, on our website or in any of our branches. These exchange rates are variable and are subject to change at any time. The rate which applies will be the exchange rate as it is on the Business Day on which the instruction is received, if that instruction is received by us before the relevant cut-off time. If the instruction is received after the relevant cut-off time, the rate which applies will normally be the rate as it is on the next Business Day. However, we can sometimes apply the rate applicable on the actual Business Day of receipt even if the instruction is received after the relevant cut-off time on that Business Day. For further information, please see our Fees and Charges Booklets.
- 8.5 Negotiated exchange rates for incoming payments are normally agreed on the Business Day on which a payment is deemed to have been received by us. In cases where a negotiated rate has been agreed in advance of the delivery of a payment instruction to us, you must provide the details of the rate and the reference we provide you with. In the case of an outgoing foreign currency payment, this should be quoted on the payment instruction form.

**Warning:** Any pre-agreed exchange rate is a legally binding agreement with you to complete that foreign exchange payment transaction. If you need to cancel an agreed exchange rate before the transaction takes place, you should let us know immediately.

- 8.6 You may be responsible for any losses or costs incurred by us if you fail to use any agreed exchange rate and we can charge your Account with any such losses or costs.
- 8.7 If you instruct us to make a payment in a currency other than the currency of the Account you are making the payment to, the recipient's financial services provider may convert the payment into the currency of the account you are making the payment to. We are not responsible for the exchange rates or fees and

charges applied by these financial services providers.

- 8.8** If a payment from your Account is being set up through our online banking services, you may be able to avail of our live foreign exchange rates. In this case, the terms and conditions for the relevant online banking service will apply.

## Section 9

### Our and your responsibilities

This section sets out what our and your responsibilities are with regard to your Account.

#### Our responsibility to you

- 9.1** You will have no claim against us and we will have no liability to you:
- a) for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;
  - b) if you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;
  - c) where your loss relates to any payment from or to your Account, or arises in connection with any payment or intended payment from or to your Account, where we could not have reasonably predicted your loss when you gave us the instruction (for example, where it relates to items or services paid for using your Account or is due to the inability to use your Account for a transaction or related service);
  - d) where your loss is due to where we or any third party refuse to accept, or delay the acceptance of, an instruction for payment to or from your Account or any security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a passcode, password or fingerprint), including any loss due to the way such refusal or delay is communicated to you;

- e) where your loss is due to our decision not to offer or to withdraw any service or feature associated with your Account or where we close or suspend your Account for any of the reasons set out under the *'When we can close or suspend your Account'* heading in the *'Closing or suspending your Account'* section;
- f) where you have acted fraudulently or with gross negligence;
- g) if any of the details you gave us were wrong or insufficient;
- h) where your loss is due to circumstances outside our control, which meant we couldn't follow this Agreement despite our best effort to do so (for example, a major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

- 9.2 Nothing in this *'Our responsibility to you'* section will stop us being responsible for your loss if:
- a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
  - b) law or regulation does not allow us to exclude or limit liability.

9.3 **If you are not a Consumer**, the only liability we will have to you will be as a direct result of our gross negligence or wilful misconduct and in that case we still exclude liability for the types of losses we have described above in this *'Our responsibility to you'* section.

### Your responsibility to us

- 9.4 It is important that you are aware that you also have responsibilities. By using your Account, you agree that:
- a) you will comply with your obligations under this Agreement;
  - b) you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this



Agreement or your Account is closed or suspended (for more information see the *'Closing or suspending your Account'* section).

- 9.5** If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account (for more information see the *'Closing or suspending your Account'* section).

## Section 10

### Changes to your Agreement

From time to time, we will want or need to make changes to this Agreement (for example, because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services).

#### When can we make changes to this Agreement?

- 10.1** Unless law or regulation allows us to give you shorter notice (please see under the *'Are there any exceptions?'* heading below for examples), we will usually tell you about a change to this Agreement at least two months in advance of the change.
- 10.2** If you don't want to accept the change, you can close your Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. Please see the *'Closing or suspending your Account'* section for more information on how to close your Account. If you do not close your Account before the date on which the change comes into effect, we will assume you have accepted the change.
- 10.3** Unless we are required by law or regulation to tell you about any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our branches).

## Are there any exceptions?

**10.4** There are certain circumstances where we may give you shorter notice than outlined above under the '*When can we make changes to this Agreement*' heading, or where we will not tell you about changes or tell you about changes after we make them. This may happen where:

- a) the change is in your favour (for example, we reduce fees and charges on your Account);
- b) the change is required under law or regulation by a particular date, and there isn't time to give you notice;
- c) the change is to introduce a new product or service that you can use in relation to your Account;
- d) **you are not a Consumer or Microenterprise**, and we are allowed by law to exclude you from the notice requirements set out in EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time, (for example, see the '*Negative interest*' section for information on how we will tell you about changes to your negative interest rate, if applicable);
- e) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
- f) the change relates to certain benefits that may apply to your Account. In this case, these benefits will generally have their own terms and conditions, be subject to certain eligibility criteria and may change or be withdrawn by us at any time without notice to you. Details of these benefits are not included in this Agreement, more information about them is available on our website.

# Section 11

## Closing or suspending your Account

This section sets out how you or we can close or suspend your Account.

### When you can close your Account

**11.1** You can ask us to close your Account at any time by writing to your branch or, depending on the type of Account you have, in any other way we allow. You can contact us using the details in the *'How we can contact each other'* section for more information on these procedures. If you have a joint Account, please see the *'If you have a joint Account'* section for information on closing your joint Account.

### When we can close or suspend your Account

**11.2** We can close your Account by giving you at least two months' notice. However, we can close or suspend your Account immediately, or with less notice, if:

- a) you materially breach this Agreement or any other agreement with us;
- b) you use (or allow someone else to use) your Account improperly, illegally or for criminal activity or if we suspect this to be the case;
- c) you commit or attempt to commit fraud against us or some other person or entity;
- d) we must do so to comply with any law, regulation or direction from a relevant authority or court;
- e) you provide us with false or misleading information at any time;
- f) in our reasonable opinion, you are not in a position to properly manage your financial affairs or are unlikely to be able to pay your debts; you face the threat of insolvency (for example in the case of a company, notice is received of a creditor's meeting or a resolution is passed for the winding up of the company) or an event of insolvency occurs (for example in the case of a company, liquidation or receivership, or in the case of a person, bankruptcy or personal insolvency);

- g) any judgment is obtained or threatened against you;
- h) you cease trading;
- i) this Agreement becomes unenforceable or any circumstances arise that are outside our control and, in our reasonable opinion, negatively affect our ability to continue with this Agreement;
- j) the Account holder dies; or
- k) **you are not a Consumer or Microenterprise** and we are allowed by law to exclude you from notice requirements set out in the EU Directive 2015/2366 relating to payment services, as transposed in Ireland, and as amended and replaced from time to time.

**11.3** We can also close your Account even if it is suspended at the time or we may suspend the Account immediately after telling you about its closure.

**11.4** Where your Account has become inactive, we may close it by giving you at least two months' notice.

We will normally consider that an Account has become inactive if the balance is less than €100 and you have not used it for 12 months.

### What happens when your Account is closed?

**11.5** As part of our account closing process, you must:

- a) repay any amounts you owe us (including for payments not yet processed and any interest, fees and charges owed up to the date the Account is closed);
- b) return any items we issued to you to use in connection with your Account, such as any cheque book or Card; and
- c) cancel or redirect to another account any payments to or from your Account (for example, Standing Orders to your Account).

**11.6** If you decide you want to move your current account to another financial services provider we will adhere to the Code of Conduct on the Switching of Payment Accounts with Payment Service Providers, as that document may be updated from time to time, a copy of which is

currently available from the Central Bank of Ireland.

**Warning:** You will remain responsible to us for any amount you owe us, even when your Account has been closed.

## Section 12

### How we can contact each other

#### About us

- 12.1 Our head office is at Bankcentre, Ballsbridge, Dublin 4. Our website is [www.aib.ie](http://www.aib.ie).
- 12.2 We are a public limited company registered at the Companies Registration Office, Dublin 1 under registration number 24173. Our VAT number is IE8E86432H.
- 12.3 We are regulated by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No.559, Dublin 1.

#### Communicating with us

- 12.4 If you wish to contact us in relation to your Account, you can contact us through your branch or in any other way we make available to you. Contact details for each of our branches are available on our website. Alternatively, you can contact our customer service helpline on 0818 724 724 or, if you are calling from abroad, on + 353 (0)818 724 724 or +353 (0) 1 771 24 24.

#### Communication with you

- 12.5 Where we are allowed by law, we may contact you in any variety of ways, such as in person, using our online banking services, by post, electronic or telecommunication means or any other way available to us.
- 12.6 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).

- 12.7** Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services) is considered to have been received by you at the time it is sent.
- 12.8** This Agreement is in English and we will only write and communicate with you in English.
- 12.9** We never ask for security details or any confidential information about your Account by email. So please do not reply to an email asking for this information.

## Recording calls

- 12.10** We may monitor or record any communications between you and us including telephone calls. We can use these recordings for a variety of reasons (for example to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

## Complaints

- 12.11** If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.
- 12.12** If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.
- 12.13** If you are a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box no. 559, Dublin 1. You'll find more about the steps we take to try to resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.
- 12.14** You may be able to submit a complaint for online resolution to the European

Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

## Section 13

### Governing law and jurisdiction

- 13.1** Subject to the rest of this '*Governing law and jurisdiction*' section, this Agreement and any obligations arising out of or in connection with it are governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.
- 13.2** **If you are a Consumer**, to the extent permitted under applicable law, your right to take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live is unaffected by this '*Governing law and jurisdiction*' section.

# Section 14

## Other important terms

### Your Information

- 14.1** For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online. It may change from time to time.
- 14.2** The Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT) processes payments on behalf of financial services providers worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system (known as a 'mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with international standards and supervisory requirements. On foot of official subpoenas, transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, by instructing us to execute a payment instruction, any information you provide to us in order to effect a payment instruction could potentially be disclosed to the US authorities. We reserve the right to amend this notice at any time. You should regularly check for any amendments.
- 14.3** We will access, process and retain personal information about you, your Account and any payment instruction we receive in respect of your Account, in order to provide our services.
- 14.4** If you have a joint Account, any joint Account holder may choose to disclose information in relation to the Account to third parties (please see the '*If you have a joint Account*' section for more information).

### Death, incapacity, bankruptcy or event of insolvency

- 14.5** Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.



- 14.6** We may continue to accept payments to your Account after an event of insolvency (for example in the case of a company Account holder, where a meeting is convened to consider a resolution to wind up that company) but before a liquidator is appointed.
- 14.7** If you die, and your Account is in your sole name, we will close your Account and pay any balance outstanding to your personal representative, or to your parent or guardian if you are under the age of 16. We will do this when we receive the necessary legal documents to confirm your death and to confirm the authority of your personal representative.
- 14.8** After we receive notice of your death, incapacity, bankruptcy or an event of insolvency, we will return unpaid any cheques drawn on your Account that are then presented to your Account for payment. If the Account is a joint Account, we will only pay out for a cheque drawn on the Account on the consent of the remaining joint Account holder.
- 14.9** If you have a joint Account and one of the joint Account holders dies, any funds left in the Account and any interest that has accrued, will be paid to the surviving or the sole surviving joint Account holder, subject to our right of set off (please see the 'Your Account' section for more details on our right of set off), compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable, unless you have provided otherwise on your application form, or later in writing to us signed by all joint Account holders.
- 14.10** If you become bankrupt or an event of insolvency occurs, and your Account is in your sole name, we may close your Account and pay any balance outstanding to the person administering your bankruptcy or such event of insolvency. We will do this when we receive the necessary legal documents to confirm the bankruptcy or event of insolvency and to confirm the identity of the person administering your bankruptcy or event of insolvency.
- 14.11** If your Account is a joint Account and any of you become bankrupt, we will require the instructions of the other joint Account holders

as well as the person administering your bankruptcy before we pay any outstanding balance to any other account.

### **Enforcing this Agreement**

**14.12** If we do not enforce the rights we have under this Agreement or in law or we delay enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.

### **Our right to settle a claim**

**14.13** We may decide, at any time and without contacting you, to settle and pay any claim by a third party arising from payments to or from your Account. Any amount paid by us may be debited from any account in your name (including, where necessary, the opening of a new account for that purpose).

### **Severance**

**14.14** If any part of this Agreement or its application to any person or entity or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction, the rest of this Agreement and its application to any person or entity or circumstances will not be impacted or affected.

### **Evidence**

**14.15** Any documents or records in any format that we have (including any electronic records of the use made of your Account even if such electronic records were originally held by us in paper form) may be retained, produced and relied on by us as evidence of facts or events related to dealings on the Account.

### **Copy Agreement**

**14.16** We can provide you with a copy of this Agreement in electronic or paper form or a copy in a larger print if you contact us to request it. If we ask you to do so, you agree to print or download any documents we provide to you in electronic form.



