

# AIB Direct Deposit Access Accounts



## Terms and Conditions

Effective date 9th January 2025

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

### Definitions

In these Conditions:

**Account** means any Direct Deposit Access Account you hold with us.

**Agreement** means these Conditions, all mandates and other signing instructions that you have given in respect of your Account from time to time, "A Guide to Fees and Charges for Personal Accounts", all application forms and instruction forms completed by you in connection with your Account and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

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

**C-JA** means the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as may be amended, together with any applicable guidance notes.

**Conditions** means these terms and conditions as amended, extended or replaced from time to time.

**Customer** means a person or persons aged 18 years or older resident in Ireland who opens an Account with us subject to these terms and conditions. Where the Customer comprises more than one person these terms and conditions will apply to such persons jointly and individually.

**Cut-Off Time** means the latest time that we can process a request for the withdrawal of your funds on any particular Business Day. For specific times, please contact AIB Direct Deposits.

**International Payment** means a payment to/and or from an account outside Ireland in any currency or a payment to and/or from an account in Ireland in a currency other than euro.

**Joint Account** means an Account opened in more than one name.

**Nominated Account** means the account held in AIB or another financial institution which was nominated by you at Account opening or updated in writing thereafter, for the purpose of receiving payments from the Account. This Account must be based in Ireland.

**Same Day Value Payment** means a payment made under our same day value payment service, under which you can make a same day value payment in euro to another bank account with any participating bank in Ireland.

**Third Party Payment** means a payment to a third party beneficiary other than the Account holder.

Any reference in these Conditions to "you" and "your" means the "Customer" and includes your personal representatives and/or successors and, where appropriate, includes any Joint Account holder (see the "Joint Accounts" section for more information) and any person authorised to act on your behalf.

Any reference to "AIB", "we", "us" and "our" means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our principal business is the provision of financial services. Our head office and registered office is at 10 Molesworth Street, Dublin 2. We are regulated as a credit institution by the Central Bank of Ireland of PO Box No 559, Dublin 1. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

### 1. Interpretation

**1.1** Unless otherwise specified by us, these Conditions apply to all Direct Deposit Access Accounts offered by us and subject to the

variation provisions in the 'Variation of the Conditions' section, shall continue to apply to your Account until it is closed.

**1.2** These Conditions constitute the main terms and conditions applicable to your Account but they do not cover every possible situation that might arise.

**1.3** In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.

**1.4** In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

**1.5** Additional terms and conditions will apply to any other service, facility or feature provided by us from time to time in connection with your Account. We will notify you of such additional terms and conditions where we consent to providing you with such services, facilities or features. To the extent that there is any conflict between these Conditions and those additional terms and conditions, those additional terms and conditions will prevail.

**1.6** 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 see [www.aib.ie](http://www.aib.ie) or contact any of our AIB branches.

**1.7** In these Conditions headings or examples are for convenience only and are not to be taken into account when interpreting these Conditions.

**1.8** Nothing in this Agreement shall affect your statutory rights under applicable consumer rights law, consumer credit law or any regulations made thereunder. In particular, nothing in this Agreement is intended to exclude or restrict any legal obligations we have to you under Part 4 of the Consumer Rights Act 2022. In the event of any conflict between this Agreement and such rights, your statutory rights shall prevail.

### 2. Opening an Account

**2.1** We no longer offer this Account as a new product and we do not permit the opening of any new Accounts.

**2.2** This Account is not a payment account for the purposes of the European Communities (Payment Services) Regulations 2009 (the "Regulations"). No payment services, as defined in the Regulations, are offered by us on the Account.

**2.3** The operations of the Account are restricted, details of which are more fully outlined in the "Operating your Account", "Lodgements to your Account" and "Withdrawals from your Account" sections.

### 3. Operating your Account

**3.1** The Account can only be operated by post. No account servicing facilities are provided by the AIB branch network, by phone or by other means of communications.

**3.2** Your Account must remain in credit at all times.

**3.3** We will issue to you statements for your Account at least once a year. Each statement will contain information on any payments and/or lodgements on your Account for the period covered by the statement. You may request us to provide you with a statement for your Account on a more frequent basis or to provide you with information in respect of any transaction or set of transactions on your Account. Statements will be provided by post.

**3.4** If an incorrect amount is debited or credited to your Account we may make any necessary correcting entry on your Account without reference to you.

- 3.5** In order to update the contact details on your Account, the Account holder(s) must send a signed instruction following our procedures and policies, to the address set out in the 'Contact details' section requesting the change.
- 3.6** 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.
- 3.7** You may authorise any third party to operate your Account in accordance with our procedures.
- 3.8** You must provide us with such information and documentation as may be requested by us on an ongoing basis for the purpose of servicing, or monitoring the dealings on your Account, including information regarding the source of wealth or funds for your transactions, in accordance with our obligations pursuant to the CJA and in accordance with applicable law.
- 3.9** If at any time you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use you should immediately inform us using the details provided in the 'Contact details' section, and follow the procedures for reporting.
- 3.10** As soon as you receive any Account statement or payment advice you should examine it carefully and report any disputed transactions, errors or omissions to us without undue delay. We 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. You can find more details on how to contact us in the 'Contact details' section.

#### 4. Lodgements to your Account

- 4.1** Other than interest paid by us, no other lodgements can be made to this Account.
- 4.2** Any cash, cheques, drafts, electronic funds transfers, third party lodgement attempts or requests or any other form of lodgement to the Account will be returned by us.

#### 5. Withdrawals from your Account

- 5.1** If you wish to make a withdrawal from the Account, we will not facilitate any partial withdrawals and you must withdraw the entire balance of the Account, subject to any policies and procedures we may have. Your Account will then be closed. Further details on closing your Account are provided in the 'Closing or suspending your Account' section.
- 5.2** Subject as provided for in these Conditions, the withdrawal of all your funds from the Account will be in accordance with the signing instructions that you give us.
- 5.3** No International Payments are permitted from the Account.
- 5.4** We do not facilitate Third Party Payments from the Account. We will pay the withdrawal of the funds from the Account by electronic funds transfer to the Nominated Account.
- 5.5** In the event that you have not provided a Nominated Account or the Nominated Account is invalid for any reason, the Bank may at its discretion choose to satisfy your withdrawal request by means of bank draft or similar means.
- 5.6** Withdrawals using standing order or direct debit facilities are not available on this Account.
- 5.7** Instructions for a withdrawal of your funds to your Nominated Account must be given in writing by ordinary post addressed to us in accordance with the details provided in the 'Contact details' section, and subject to the 'Security Requirements' section.
- 5.8** The Account cannot be accessed by internet, our banking application or cash machine.
- 5.9** No cheque book or cards will be issued for use in connection with the Account.
- 5.10** Only one Nominated Account may be provided per Customer, regardless of the number of sole Accounts held with us. Where a Customer holds both a sole Account and a Joint Account with us, an alternative Nominated Account for the Joint Account may be provided.
- 5.11** Any change to the Nominated Account is only permitted in exceptional circumstances and at our discretion. The details of the new Nominated Account must be provided in writing. When executing an instruction in writing, the signature on the written instruction will be checked against the signature on file. We may also contact you by telephone to confirm such instruction.
- 5.12** A transfer of the withdrawal of your funds may need to be facilitated by a third party clearing bank. This may result in handling charges. However we are not liable for any third party charges which may be levied by other financial institutions on electronic transfers or cheques.
- 5.13** We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us. Where you give us inconsistent instructions we shall not be liable for acting in accordance with any part of those instructions.
- 5.14** We may refuse to execute a transaction if:
- you or your authorised signatory or authorised user have not duly authorised the transaction;
  - you or your authorised signatory or authorised user have not duly completed and authorised all applicable payment instructions;
  - we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - you do not have sufficient cleared available funds in your Account to meet the instruction concerned and all applicable charges;
  - you or your authorised signatory or authorised user have not provided us with all the information or you or your authorised signatory or authorised user have not followed all the instructions we have given to you to enable us to execute the transaction; and
  - any of the circumstances specified in the 'Closing or suspending your Account' section occur.
- 5.15** We may, but shall not be obliged to, operate from time to time such security procedures as we consider appropriate. We reserve the right to delay or not permit a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent or, where it is intended to be funded by a credit line provided by us to you, that there is a significantly increased risk that you may be unable to repay the credit line. We shall not be liable for any delay or failure in making any payment as a result of such reasons.
- 5.16** You must not use your Account for illegal purposes. We may refuse to execute a transaction if we have reason to believe your Account is being used illegally or attempts are being made to use the Account illegally. Please see Condition 5.14 for more details about our right to refuse transactions.
- 5.17** Withdrawal instructions, once received by us for execution, are irrevocable.
- 5.18** You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from your Account. We say what we mean by 'undue delay' in the 'Operating your Account' section.

#### 6. Security Requirements

- 6.1** When executing the withdrawal of your funds in writing, the signature on the written instruction will be checked against the signature on file. We may also contact you by telephone to confirm such instruction.
- 6.2** If an Account holder wishes to amend, alter or set up a Nominated Account this will be at our discretion under exceptional circumstances. The Account holder must give us a signed written instruction in accordance with the requirements of the 'Closing or suspending your Account' section. When executing an instruction in writing, the signature on the written instruction will be checked against the signature on file. We may also contact you by telephone to confirm such instruction.
- 6.3** We may contact you by telephone in certain circumstances, for example where there is a conflict with the signature on the written instruction and the signature on file. These calls may be recorded.

#### 7. Our and your responsibilities

##### Our responsibility to you

- 7.1** We take our responsibilities very seriously and are committed to satisfying our obligations to you. We will usually be responsible to you if you suffer loss because we have not done what we said we would do under this Agreement. However, our responsibilities are not absolute and we will not be in breach of this Agreement if we do not provide the services considered by this Agreement, or if there is an interruption to the provision of the services as a result of the following:

- (a) you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;
- (b) any act or omission of any third party (other than a third party appointed by us) including where the third party refuses to accept, or delays the acceptance of, (i) an instruction for payment to your Account or (ii) 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);
- (c) where you have acted fraudulently or with gross negligence;
- (d) if any of the details you gave us were wrong or insufficient;
- (e) unforeseeable or unavoidable circumstances beyond our reasonable control, which meant, despite our reasonable efforts, we couldn't follow this Agreement. Examples of such circumstances include: acts of God, fire, acts of government, war, civil commotion, insurrection, embargo, epidemic or pandemic, break-downs in infrastructure or equipment (such as technology, software, telecommunication or energy systems and equipment), failure of any payment, settlement or clearance system or other third party systems that we rely on to provide our banking services, labour disputes, or the acts or omissions of any third party (other than a third party appointed by us);
- (f) us complying with any law, regulation, code or other duty which is binding on us, or us complying with the instructions of a court, ombudsman, regulator or law enforcement agency;
- (g) if we must close or suspend your Account as a result of the occurrence of any of the events listed in condition 11.1 (Closing or suspending your Account) of this Agreement.

**7.2** Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss if:

- (a) we act fraudulently, with 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.

#### Your responsibility to us

**7.3** It is important that you are aware that you also have responsibilities. By keeping your Account open with us, you agree that:

- (a) you will comply with your obligations under this Agreement; and
- (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).

**7.4** 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).

## 8. Joint Accounts

Where your Account is a Joint Account the following applies:

- 8.1** This Agreement applies to all Joint Account holders collectively. 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 us any amount owed, separately and/or together. A withdrawal of all funds from a Joint Account will only be made in accordance with the signing instructions governing the operation of the Joint Account. Warning: if your signing instructions are that payments may be made from a Joint Account on the signature of some but not all of the Joint Account holders, money in the Joint Account may be withdrawn or paid away without the knowledge of all Joint Account holders.
- 8.2** On the death of any Joint Account holder any money standing to the credit of the Joint Account will, subject to compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, be paid to or to the order of any surviving Joint Account holder(s), without prejudice to our right of set-off or any other of our rights acquired by operation of law.
- 8.3** 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.

**8.4** We may close a Joint Account in accordance with the signing instructions on the Account.

## 9. Charges

- 9.1** The service charges applicable to the use of your Account are detailed in the "Service Charges" section within the "A Guide to Fees and Charges for Personal Accounts" which are available on [www.aib.ie](http://www.aib.ie) or on request at your nearest AIB Branch.
- 9.2** Subject to notifying the relevant authority, we may from time to time alter such fees and charges and introduce new fees and charges. Such variation will be notified to you in accordance with the 'Variation of the Conditions' section.
- 9.3** We may debit your Account with all charges for which you are liable as the payer. Any charge that you are liable to pay as payee may be deducted from the payment amount or debited separately to your Account.

## 10. Interest

- 10.1** Details of interest rates are available in notices online at [www.aib.ie](http://www.aib.ie). We may vary our interest rates at any time at our discretion in accordance with the details given in the 'Variation of the Conditions' section.
- 10.2** We will pay you interest on the cleared credit balance half-yearly in April and October or such other dates as we may from time to time designate. The rates applicable to any particular deposit account type may vary from time to time.
- 10.3** We calculate credit interest on the daily balance on your Account after adjustment is made for items paid out and paid in, if applicable. The adjustment will reflect the actual time at which value will have been obtained or given by your branch for items lodged to or drawn on your Account. Interest is, therefore, not necessarily paid on the daily balance of your Account as shown on your statement.
- 10.4** Subject to certain exceptions, credit interest on your Account is subject to the deduction of Deposit Interest Retention Tax (DIRT) at the prevailing rate.
- 10.5** We will deduct DIRT from the Account(s) of non-residents unless a fully completed non-resident declaration form is held by us and a minimum balance of €12,500 is maintained at all times in each Account maintained by the non-resident. The minimum balance requirement of €12,500 will apply separately to each Account maintained by the non-resident with us. Aggregation of balances of Accounts shall not be allowed. If an Account balance falls below the minimum threshold the Account will revert to paying DIRT at the prevailing rate. In the event that the Account balance rises above the minimum threshold of €12,500, the non-resident account holder will have to re-apply for exemption and provide us with fresh confirmation of residential status.

## 11. Closing or suspending your Account

- 11.1** We can close or suspend your Account immediately in any of the following circumstances:
  - (a) if you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors;
  - (b) if any form of attachment or receiving order is made against you;
  - (c) if judgement is obtained against you and remains unpaid for a period of fourteen days from the date of such judgement;
  - (d) if you are no longer, in our opinion, able to manage your financial affairs or are unlikely to be able to pay your debts;
  - (e) if you die;
  - (f) if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
  - (g) if you commit any serious, or repeated, breach of these Conditions;
  - (h) if you are in breach of this Agreement, or any other agreement with us;
  - (i) if we must do so in order to comply with any law, regulation or direction from a relevant authority or court;

- (j) if you use, or allow someone else to use, your Account to commit or attempt to commit fraud or any unlawful or other inappropriate purposes, or if we suspect that to be the case;
- (k) if for any reason this Agreement becomes unenforceable or void; or
- (l) on a material change relevant to you occurring which is in our opinion prejudicial to our interest.

If we take such action we will immediately give you notice in writing that we have done so.

**11.2** Where we consider that your Account has become inactive we may close it by giving you at least one month's notice. For example, we will normally consider that an account has become inactive if the balance is less than €100 and/or the account remains unused by you for a period of more than 12 months. We may give you notice of our intention to close your Account in accordance with the details provided in the 'Contact details' section.

**11.3** We may also close or suspend your Account for any other reason by giving you at least one month's prior notice in writing.

**11.4** You may close your Account at any time in writing, once the conditions in the 'Security Requirements' are met and you follow any procedures we may have.

**11.5** As part of the Account closing process, you must repay any amounts you owe us (including for example any interest, government duty, fees and charges owed up to the date the Account is closed). Our fees and charges booklets will outline all the fees and charges associated with your Account.

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

## 12. Death or incapacity of the Account holder

**12.1** Any payment made by us 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.

**12.2** We may continue to accept payments to your Account after an event of insolvency.

**12.3** 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. We will do this when we receive the necessary legal documents to confirm your death and to confirm the authority of your personal representative.

**12.4** 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.

**12.5** 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 any right of set off we have, 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.

**12.6** 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.

**12.7** 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.

## 13. No Waiver

If we do not enforce any Condition of the Agreement, or we delay in enforcing it, we do not thereby waive that Condition and we may still enforce it at a later date.

## 14. Variation of the Conditions

**14.1** These Conditions shall continue to apply to your Account unless and until altered by us in accordance with this Condition.

**14.2** We can make changes to the terms of this Agreement where we have a valid reason. These include changes to the interest rate, our fees and charges, and other terms of the Agreement.

**14.3** When we refer to making changes to charges, this means that we can introduce a new charge, remove a charge, or change the amount of a charge.

**14.4** The table below explains the valid reasons that may cause us to make a change and what we can change in the Agreement as a result.

Reason for the change	We can change:		
	Interest rate	Fees and charges	Other terms
Changes to our cost of funds, and changes in our operational costs including staff, administration and infrastructure costs	✓	✓	✓
Changes in the costs charged to us by other providers for providing services relating to the Account including a change we reasonably expect will happen	✓	✓	✓
A change in the amount or type of "capital" we have to hold, including a change we reasonably expect will happen. "Capital" refers to the amount we have to hold in reserve, to comply with legal and regulatory requirements	✓	✓	✓
Changes in our technology, systems and/or processes, or the costs we incur in maintaining or updating these including a change we reasonably expect will happen	✓	✓	✓
We reasonably believe we should change the way we charge for our products and services, for example to make them more straightforward, or to reflect how our customers use products and services	✓	✓	✓
A change in an existing service	✓	✓	✓
Introducing a new service, or a new way for you to bank with us (including where we will charge for this)	✓	✓	✓
We are withdrawing a product or service, or changing its features	✓	✓	✓
Changes in laws, regulations, any codes or other duties that are binding on us including a change we reasonably expect will happen	✓	✓	✓
Changes in industry guidance or good practice, which we are used to following including a change we reasonably expect will happen	✓	✓	✓
Instructions from a court, ombudsman, regulator, government agency or law enforcement agency	✓	✓	✓
Changes in our organisation, our business model, or how we do business	✓	✓	✓
Changes in the market (e.g. as a result of new entrants, actions by our competitors or changing customer preferences) and the general economic climate, which means we need to make changes to make sure our business is run effectively, efficiently and prudently	✓	✓	✓
A change which we reasonably believe is for your benefit	✓	✓	✓
To make the Agreement fairer, or correct any errors or clarify anything we have said	✓	✓	✓

## When can we make changes to this Agreement?

- 14.5** Unless there are circumstances where we may give you shorter notice (please see under the 'Are there any exceptions?' heading below for examples), or law or regulation requires us to give you more notice, we will usually tell you about a change to this Agreement at least one month in advance of the change.
- 14.6** 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. However, you will need to repay all sums outstanding in connection with the Account. This includes the amount of any fees, charges or government duty that you already owe and any accrued interest, which has not yet been added to the Account. Please see the 'Closing or suspending your Account' section for more information on how to close your Account.
- 14.7** If you do not close your Account before the date on which the change comes into effect, the change will apply to your Account.
- 14.8** 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?

- 14.9** 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. We will only do this if we have a valid reason. Examples of valid reasons are:
- the change is in your favour (for example, we reduce fees and charges on your Account);
  - the change is required under law or regulation by a particular date, and there isn't time to give you notice;
  - the change is to introduce a new product or service that you can use in relation to your Account;
  - 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).

## 15. Severance

If any part of the 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 affected or impacted and it shall continue to bind both you and us.

## 16. Data Protection

- 16.1** 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.
- 16.2** The Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT) processes payments on behalf of Financial Institutions worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system ('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 subpoena(s), 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. We reserve the right to amend this notice at any time and you should regularly check for any amendments.

## 17. General

- 17.1** We may, in addition to any other similar right we may have, at any time, without notice to you, set off any credit balance in your Account against any debit balance on any other account held by us in your name.
- 17.2** Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our

obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of your Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

## 18. Copy documents

You can obtain a copy of these Conditions as they are or in a larger print or any other document constituting your Agreement by contacting us using the details given in the 'Contact details' section. They may also be available on [www.aib.ie](http://www.aib.ie). If we ask you to do so, you agree to print or download any documents we provide to you in electronic form.

## 19. Language

These Conditions and all information and communication with you will be in English.

## 20. Complaints

In the event that you wish to make a complaint you may do so by visiting our website, by writing to your branch or at the contact details set out in the 'Contact details' section of these Conditions. If you are still not satisfied and you come within the jurisdiction of the Financial Services and Pensions Ombudsman, you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. Where you do not come within the jurisdiction of the Financial Services and Pensions Ombudsman, for example, if you are a limited company with a turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box No 559, Dublin 1. Further details of our complaints procedures are set out in our complaints brochures, available in any of our branches or on our website.

## 21. Contact details

- 21.1** If you wish to contact us you should write to us at **AIB Direct Deposits, PO Box 12328, Freepost F4969, Dublin 2.**
- 21.2** Access to your Account by telephone will not be possible after 10th May 2019 and will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.
- 21.3** If you notice unexpected activity or suspicious transactions on your Account contact us immediately on 0818 724 724 or on +353 1 771 2424 if contacting from outside of Ireland.
- 21.4** Subject to applicable law we may contact you in any variety of ways such as by post, fax, phone, online, email, in person or any other way available to us.
- 21.5** You will be deemed to have received any demand or notice sent by us to you by post to the last address notified by you two Business Days after dispatch by post, or immediately upon hand delivery.
- 21.6** We may record or monitor communications between you and us, including telephone calls. We can use these recordings for a variety of reasons (for example to check instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).

## 22. Governing Law and Jurisdiction

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. Any dispute about or in connection with this Agreement will be dealt with by the courts of Ireland. As you are a consumer, the jurisdiction of the Irish courts will be non-exclusive in relation to any dispute or claim arising out of or in connection with this Agreement, and nothing in this 'Governing law and Jurisdiction' section will affect your right to defend proceedings or take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live. This condition still allows us to take proceedings before any other court in a different jurisdiction where are permitted to do so under applicable law.