



AIB

AIB Direct Deposit Access Accounts

Terms and Conditions

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

Definitions

In these Conditions:

Account means any Direct Deposit Access Account opened by you 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 the Republic of Ireland and, where in relation to execution timeframes in respect of a payment to an account with another bank, a day on which the relevant payee bank is also open for business.

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

Collectible Items means cheques, drafts and other negotiable or non-negotiable paper items which we have to process through a clearing system or directly present to the drawee bank in order to receive payment.

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 the Republic of 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 an Account transaction on any particular Business Day. Cut-Off Times vary depending on the type of instruction furnished. For specific times, please contact AIB Direct Deposits.

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

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

Joint Account Holders means the persons in whose names a Joint Account has been opened.

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 the Republic of 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 the Republic of 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 successors and, where appropriate, includes any Joint Account Holder (see Condition 8) and any person authorised to act on your behalf.

Any reference to "**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 Bankcentre, Ballsbridge, Dublin 4. 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 Condition 14 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. Where they do not cover a particular situation usual banking practice will apply.
- 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 or facility provided by us in connection with your Account. We will notify you of such additional terms and conditions where we consent to providing you with such services or facilities. 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 We may from time to time offer you special benefits or features with your Account. These special benefits or features will be subject to additional terms and conditions. To the extent that there is any conflict between these Conditions and those terms and conditions, the latter will prevail.
- 1.7 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, contact any of our branches or AIB Direct Deposits.

- 1.8 Copies of these Conditions and all other documents that constitute the Agreement are available on www.aib.ie or may be obtained by sending a written request to us, in accordance with section 21.
- 1.9 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.

2. Opening an Account

- 2.1 Before you can use your Account you must provide us with information and documentation to satisfy our obligations under the CJA regarding establishing your identity and the nature of our business relationship with you. We will advise you of what is required at the time you seek to open your Account.
- 2.2 Accounts may only be opened over the phone or by post. No Account opening facilities are provided by the AIB branch network.
- 2.3 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.
- 2.4 To become a customer of AIB Direct Deposits, you must be a resident of the Republic of Ireland.
- 2.5 There are a number of restrictions to the operation of this Account which are more fully disclosed in section 4 “**Lodgements to your Account**” and section 5 “**Withdrawals from your Account**”.
- 2.6 This Account will not be opened until all required documentation has been supplied to us.
- 2.7 We reserve the right not to open an Account.

3. Operating your Account

- 3.1 You may only operate your Account over the phone or by post. No Account servicing facilities are provided by the AIB branch network. Other operation channels may be made available at a later date.
- 3.2 The maximum balance is €1,000,000 per Account (excluding interest). Lodgements which will result in the balance of the Account exceeding the maximum balance will not be permitted.
- 3.3 You must at all times operate your Account in credit.
- 3.4 We will issue to you statements for your Account at least once a year. Each statement will contain information on all payments and 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.
- 3.5 We will provide you with a payment advice for each International Payment received which will contain all the relevant information pertaining to the payment. This information will be provided by post.
- 3.6 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.
- 3.7 In order to update the contact details on your Account, the Account Holder(s) must send a signed instruction to the AIB Direct Deposits Team (see section 21 below) requesting the change.

- 3.8 You must ensure that arrangements for receiving mail at your address are secure. Failure to comply with this Condition may result in you being liable for any misuse of your Account.
- 3.9 You may authorise any third party to operate your Account in accordance with our procedures.
- 3.10 You must provide us with such information and documentation as may be requested by us on an ongoing basis for the purpose of 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.
- 3.11 If at any time you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use you should immediately inform the AIB Direct Deposits Team, who may request written confirmation.
- 3.12 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 will consider whether there has been any undue delay in accordance with Section 7).

4. Lodgements to your Account

- 4.1 We will generally accept the following for lodgement to credit of your Account: Collectible Items (sent to us by post), and electronic payments denominated in euro only or other items payable to you. We reserve the right at all times to refuse to accept lodgements to your Account including the right to refuse to accept for lodgement cheques drawn on a foreign bank denominated in euro.
- 4.2 Bank drafts will only be accepted for lodgement where they are denominated in euro and are drawn on one of the following banks: Allied Irish Banks p.l.c., Bank of Ireland, EBS Limited, Danske Bank, Permanent TSB plc or Ulster Bank Ireland Limited.
- 4.3 Lodgements by post must be addressed to us, in accordance with Section 21. We cannot accept cash lodgements by post.
- 4.4 The proceeds of any cheque/draft lodged to the Account may not be withdrawn until the cheque/draft has cleared.
- 4.5 We may accept Collectible Items payable to third parties or electronic payments from third parties as lodgements to your Account at our absolute discretion and in accordance with our obligations under the CJA. You will compensate us for any loss we may suffer in doing so.
- 4.6 We may reverse any credit made to your Account if the item so credited is not paid or is recalled by the paying bank (including when we are the paying bank) or is returned by us due to mistake, fraud or the operation of any applicable clearing rules.
- 4.7 You will be liable to indemnify us for any loss, damage, cost or expense which we may incur in connection with the collection of Collectible Items and other items to your Account.
- 4.8 We will ensure that all funds received for value and accepted for your Account, prior to the applicable Cut-Off Time on a Business Day, are credited to your Account and will begin to accrue interest and will be made available to you from the date of receipt of funds by us. Funds received after the Cut-Off Time will be deemed to have been received by us on the next Business Day.

5. Withdrawals from your Account

- 5.1 Subject as provided for in these Conditions, all payments from your Account will be in accordance with the signing instructions that you give us.
- 5.2 You must provide a Nominated Account for the purposes of outgoing payments. This Nominated Account must be a domestic bank account denominated in euros.
- 5.3 No International Payments outwards are permitted from your Account.
- 5.4 We do not facilitate Third Party Payments from your Account. We will repay funds 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.
- 5.6 Withdrawals using standing order or direct debit facilities are not available on this Account.
- 5.7 Instructions for transfer of funds to your Nominated Account may be given in writing by ordinary post addressed to us in accordance with Section 21 below, and subject to the security requirements in Section 6. Instructions for transfer of funds to your Nominated Account may also be given by telephone, subject to the security requirements in Section 6.
- 5.8 The Account can not be accessed by internet 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 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 and 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 Condition 11.1 occur.
- 5.15 We may, but shall not be obliged to, operate from time to time such security procedures as we consider appropriate including making call backs to you or your authorised representative. 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.

6. Security Requirements

- 6.1 Withdrawals made by telephone will be permitted to a Nominated Account provided that our security conditions, detailed below, are first satisfied.
- 6.2 The security conditions are that, at our request, the Account Holder must successfully answer the nominated security questions. Failure to satisfactorily comply with our security conditions will result in access by telephone being denied to the Account.
- 6.3 When executing a transaction 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.
- 6.4 If an Account Holder wishes to amend, alter or set up a Nominated Account, the Account Holder must give us a signed instruction in accordance with Section 5.11.
- 6.5 Telephone calls may be recorded to confirm instructions given, for staff training purposes and to allow us to monitor the quality of service provided.

7. Our liability to you

- 7.1 To the extent permitted by law and except as otherwise set out in these Conditions we will not be liable for, and shall be indemnified in full by you against any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence. In no circumstances will we be liable for any increased

costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatsoever.

- 7.2 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. We shall not be liable to you for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- 7.3 We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others.

8. Joint Accounts

Where your Account is a Joint Account the following applies:

- 8.1 Payments 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, 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 Correspondence and notices in relation to the Joint Account will be sent or served by us to the address of the first named Joint Account Holder unless all of the Joint Account Holders direct otherwise in writing. Any such correspondence and/or notices so sent or served will be deemed to have been received by or served upon all of the Joint Account Holders.
- 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" provided with this Agreement and are also available on request from the AIB Direct Deposits Team or on www.aib.ie.
- 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 Condition 14.
- 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 or by contacting us on 0818 667 667. Unless we agree otherwise with you, we may vary our interest rates at any time at our discretion. You will be notified of

changes in our interest rates through notices published in the national press or by notice in writing.

- 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. 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. Closure of 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;
 - (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 any other agreement with us;
 - (i) if we must do so in order to comply with any law;
 - (j) if you use your Account for any unlawful or other inappropriate purposes;
 - (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 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 on the grounds of inactivity by notice published in a national daily newspaper, by notice in writing or through our website or by means of another durable medium or by any other means required or permitted by law.
- 11.3 We may also close 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 security conditions in section 6.3 are met.
- 11.5 Notwithstanding any closure of your Account you will remain liable for any amounts paid from your Account in accordance with these Conditions.

12. Death or incapacity of the Account Holder

All payments made by us on your Account after your incapacity, death or bankruptcy but before we have written notice thereof, will be valid and binding upon you and your successors and estate.

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 may alter these Conditions from time to time. Alterations will normally be caused by changes in the cost of providing the service, changes in, or our requirement to conform with, general banking practice, expected or actual changes in legal or other requirements affecting us, promotional reasons, any system or product development or to enable us to conduct our business in a prudent or competitive manner or other good reasons. We may also change these Conditions to make them clearer or more favourable to you or to rectify any errors identified after we have given these Conditions to you.
- 14.3 Unless we are permitted by law to give you shorter notice, we will notify you at least one month in advance of any alteration to these Conditions.
- 14.4 We may notify you of any alteration to these Conditions by providing you with notice of any alteration, published in a national daily newspaper, by notice in writing or through our website or by means of another durable medium or by any other means required or permitted by law, with details of the alteration or the altered Conditions.
- 14.5 If you receive notice of any alteration to these Conditions, you may close your Account and simultaneously cancel all other facilities granted to you in connection with your Account without having to pay any extra charges or interest. Unless and until you close your Account your consent to the alteration is implied.

15. Severance

If at any time any provision of the Agreement is or becomes invalid, illegal or unenforceable in any respect,

the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

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 shall neither be in breach of our obligations under the Agreement nor liable for any loss, damage or other liability suffered by you or any other person if we delay or fail to perform our duties and obligations to you because of circumstances beyond our reasonable control (including, but not limited to, acts of God, acts of terrorism, fire, acts of Government, war, civil commotion, insurrection, embargo, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, disruption in any energy or other supplies, labour disputes or the acts or omissions of our agents or any other third party).
- 17.2 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.
- 17.3 You will be liable to indemnify us for any loss which we may incur arising out of any breach of these Conditions by you.
- 17.4 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.
- 17.5 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff and for the purposes of training our staff.
- 17.6 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. Larger Version

You can obtain a copy of these Conditions in a larger print by contacting The AIB Direct Deposits Team.

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 writing directly to our Customer Care Team at Bankcentre, Ballsbridge, Dublin 4. 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.

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** or call us on **0818 667 667**.
- 21.2 Access to your Account by telephone will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.
- 21.3 Subject to applicable law we may contact you by post, fax, phone, online, email or in person.

22. Governing Law and Jurisdiction

The Agreement is governed by the laws of Ireland and, for our benefit, you submit to the Irish Courts with respect to any dispute arising out of or in connection with the Agreement.