



# A Guide to Currency Accounts

**Branch NSC 23-92-85**

- **General Information**
- **Schedule of Transaction Fees and Charges**
- **Terms and Conditions**
- **Customer Application Form and FSCS Depositor Information Sheet**

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

<b>Contents</b>	<b>Page No.</b>
What is a Currency Account	Page 2
Who can open a Currency Account	Page 2
Why open a Currency Account	Page 2
In which Currencies can I have a currency Account	Page 2
How do I open a Currency Account	Page 2
Who do I contact if I have a query on my Currency Account	Page 3
Who do I contact if I have a complaint on my Currency Account	Page 3
What are the Fees and charges applicable to my Currency Account	Page 3
Terms and Conditions	Page 5
Customer application form to open a personal or business Currency Account	Page 17
Depositor Information sheet	Page 18

1 June 2021

# General Information

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

## Introduction to Currency Accounts

### What is a Currency Account?

---

A Currency Account is an account held in Allied Irish Bank (GB) in any currency other than Pounds Sterling.

**Our Currency Accounts are non-credit interest bearing and support the following services:**

- Outgoing International Payments
- Incoming International Payments
- Cheque Lodgements
- Foreign Currency Drafts
- Online Access – Business customers may access their Currency Account through our internet based cash management system – iBusiness Banking (iBB). For further information, please contact your Allied Irish Bank (GB) branch, relationship manager or visit [www.aibgb.co.uk](http://www.aibgb.co.uk)

**Please note the following services are not available on Currency Accounts**

- Cheque issuing facilities
- Direct currency cash lodgements or direct currency cash withdrawals  
The process for lodgement/withdrawal of currency cash involves the purchase and sale of the currency against Sterling at the respective foreign exchange rates.
- Direct debits
- Standing orders
- Credit cards
- Debit cards
- Overdrafts

### Who can open a Currency Account?

---

A Currency Account can be opened by both business and personal customers subject to our terms and conditions. You must be an existing customer with Allied Irish Bank (GB).

### Why open a Currency Account?

---

A Currency Account should be opened when an individual or business has income and/or expenditure in a particular currency. It helps to eliminate the need to convert currencies into the local currency and may also help protect you against adverse exchange rate movements.

**WARNING: IF USED INCORRECTLY, YOU MAY BE EXPOSED TO FOREIGN CURRENCY RISK. IT IS IMPORTANT THAT YOU FULLY UNDERSTAND THE BENEFITS AND RISKS ASSOCIATED WITH FOREIGN EXCHANGE. YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE ON SUCH MATTERS PRIOR TO OPENING A CURRENCY ACCOUNT.**

### In which currencies can I have a Currency Account?

---

Currency Accounts are available in the following major currencies:

- Euro
- United States Dollar
- Canadian Dollar
- Australian Dollar

Should you require a Currency Account in any other currency, please contact your branch or relationship manager.

### How do I open a Currency Account?

---

To open a Currency Account:

- i) Please contact Your branch or relationship manager to discuss your requirements.
- ii) Please complete the "Customer Application to open a Personal or Business Currency Account" at the back of this booklet, and return the completed application form to Your branch or relationship manager.
- iii) Your branch or relationship manager will let you know if we require additional documentation before we can open your account.

## Who do I contact should I have a query on my Currency Account?

---

If you have any queries relating to your Currency Account, please contact Your branch or relationship manager.

## Who do I contact if I have a complaint about my Currency Account?

---

If at any time you are dissatisfied with our service please let a member of staff in Your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing or by email. Please be assured that all complaints received will be fully investigated.

You can register a complaint through our contact centre, our business centres, our Website, by phone, by email or in person at Your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, sort code and Account Number
- a summary of your complaint
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible.

In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephones: 0800 023 4567  
+44 20 7964 1000 (for calls from outside the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Alternative Dispute Resolution

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to cash machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator.

## Schedule of Currency Account Transaction Fees and Charges (NSC 23-92-85 only)

---

Charges are denominated in Sterling and will be levied in the currency equivalent to the Currency Account.

### Unpaid item lodged to your Account:

£5.00 (Agent bank charge may also apply)

### Services for which there is no charge:

Certificates Issued, Copy Statements and Status Enquiries

For all other charges, please refer to our Customer Treasury Services 'Schedule of Charges' issued from time to time. which have been provided to you at account opening and are available on [www.aibgb.co.uk](http://www.aibgb.co.uk)

The Transactions Fees and Charges in this Guide are correct as at June 1st 2021.

## Payment Services (Business and Personal Customers)

Payment Services	Payment Description	Pricing	Timeframe
<b>Account Transfer FX</b>	<ul style="list-style-type: none"> <li>Account Transfer FX allows you to transfer funds between your own Currency Accounts on NSC 23-92-85 and to or from your own Allied Irish Bank GB Accounts located or administered in Great Britain</li> <li>Electronic Access is only available for business customers on iBusiness banking (iBB).</li> </ul>	Free	<ul style="list-style-type: none"> <li>Execution time is minimum same Banking Day and a maximum of next Banking Day, subject to cut-off times</li> <li>Cut-off times covering the processing of these payments are available from Your local branch or on our Website.. Please allow an additional Banking Day for payments submitted on paper via an Allied Irish Bank (GB) branch</li> <li>Execution, Cut-off times and fees for electronically initiated payments are available from iBusiness Banking</li> </ul>
<b>International Payment</b>	<ul style="list-style-type: none"> <li>An International payment is transferring funds, in any currency, from one account to another account outside the UK, or transferring funds from one account to another inside the UK in any currency other than sterling.</li> <li>Electronic Access is only available for business customers on iBusiness banking (iBB).</li> </ul>	Please refer to Customer Treasury Services Schedule of Charges	<ul style="list-style-type: none"> <li>Execution timeframe - Depends on the currency. For further information refer to International payments Terms and Conditions</li> <li>Cut-off times covering the processing of these payments are available from Your local branch or on our Website. Please allow an additional Banking Day for payments submitted on paper via an Allied Irish Bank (GB) branch</li> <li>Execution, Cut-off times and fees for electronically initiated payments are available from iBusiness Banking</li> </ul>
<b>SEPA Credit Transfer</b>	<ul style="list-style-type: none"> <li>SEPA Credit Transfer is a non-urgent Euro payment executed in accordance with the SEPA Scheme Rules where the payee's bank is SEPA reachable.</li> </ul>	Please refer to Customer Treasury Services Schedule of Charges	<ul style="list-style-type: none"> <li>Execution time is minimum same Banking Day and a maximum of next Banking Day, subject to cut-off times.</li> <li>Cut-off times covering the processing of these payments are available from Your local branch or on our Website. Please allow an additional Banking Day for payments submitted on paper via an Allied Irish Bank (GB) branch</li> <li>Execution, Cut-off times and fees for electronically initiated payments are available from iBusiness Banking</li> </ul>

## Terms & Conditions for Currency Current Accounts

---

These terms and conditions apply to Currency Accounts held with Allied Irish Bank (GB) from June 1st 2021. You will receive a copy of the current terms and conditions when you first open a Currency Account and upon request by contacting us at any time or on our Website.

### Definitions

**Account** means any business or personal currency account with national sort code 23-92-85 opened by you with us. Your Account will be kept in the foreign currency you choose when you open it and this currency will be the currency of your Account.

**Account Transfer FX** means a transfer that allows you to transfer funds between your own Currency Accounts on NSC 23-92-85 and to or from your own Allied Irish Bank GB Accounts.

**Agreement** means these terms and conditions, all mandates and other signing instructions that you give us in respect of your Account from time to time, all applicable Fees Booklets, 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.

**Available Currency** means any currency in respect of which we offer an Account. The availability of these currencies may change from time to time and details are available from Your branch or relationship manager.

**Banking Day** means a day of the week (other than a Saturday, Sunday or Bank and public holidays) on which we are generally open for business in England, Wales and/or Scotland, and, where in relation to execution timeframes in respect of a payment to an account with another bank, a day on which the Payee's bank is also open for business. Payments made into your Account on a day that is not a Banking Day will be processed the following Banking Day. However, with some payment methods, payments will appear in your Account, and be available to use, on the same day.

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

**Business Customer** means any of the following:-

**Sole trader** – a person operating a business in his/her own name, or under a trading name.

**Partnership** – two or more people operating a business together in their own names with a view to making a profit.

**Limited Liability Partnership** – a separate legal entity incorporated under the Limited Liability Partnerships Act 2000.

**Company** – a separate legal entity incorporated as a limited or unlimited company under the relevant Companies Act or a foreign company incorporated abroad.

**Club, society, association, trustee, charity or other group** – a person, group or body providing a service for the benefit of others.

**Channels** means the methods by which you may access our various account services these include, by our internet banking services where applicable and by such other means as we may from time to time make available

**Collectible Items** mean 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.

**Cut-off time** means a time (as set out in the Payment Services section within this brochure), usually towards the end of the Banking Day after which any payment order received (whether to credit or debit your Account) will be deemed to have been received in the following Banking Day.

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

**Electronic Payment** means a payment which is initiated and processed using electronic means (for example, an internet banking transaction) and specifically excludes paper based transactions such as cheques and banker's drafts.

**EURIBOR** means the European Inter Bank Offer Rate. This is the primary benchmark short-term euro fixed lending interest rate used by banks for periods from one week up to one year. The EURIBOR is officially fixed every day at 11AM (excluding non-Banking Days) by a group of European based banks for each fixed period. This interest rate is guaranteed over the stipulated period of time.

**Gross Negligence** means a very significant degree of carelessness.

**Inter Bank Market** means the wholesale money market in which banks lend to and borrow from one another.

**International payment** is transferring funds, in any currency, from one account to another account outside the UK, or transferring funds from one account to another inside the UK in any currency other than sterling.

**Joint Account** means and Account opened in more than one name and includes an Account in the name of a Partnership.

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

**Jointly and severally bound** and **'jointly and severally liable'** mean that if you have a joint Account, the terms and conditions will apply to all of you together as well as to each of you separately.

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

**LIBOR** means the London Inter Bank Offer Rate. This is the primary benchmark short-term UK fixed lending interest rate used by banks for periods from one week up to one year. The LIBOR is officially fixed every day at 11AM (excluding non-Banking Days) by a group of London based banks for each fixed period. This interest rate is guaranteed over the stipulated period of time.

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

**One-week EURIBOR** means the EURIBOR rate fixing for a one-week period. Normally set each Friday, and applied for value the first the first working day the following Monday (taking into account bank holidays).

**One-week LIBOR** means the LIBOR rate fixing for a one-week period. Normally set each Friday, and applied for value the first the first working day the following Monday (taking into account bank holidays).

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

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

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

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

**Payment Service Provider** means an organisation that offers any Payment Services to customers including, but not limited to, us, AIB Group (UK) p.l.c.

**Payment Services Regulations** or **PSRs** means the Payment Services Regulations 2017 which is effective in the UK from 13 January 2018 and replaces the Payment Services Regulations 2009.

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

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

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

**Standard exchange rate** means a foreign exchange rate of the day, provided by us for payment amounts below the Standard exchange rate threshold value which is available on our Website. The Reference exchange rate used by us to determine the Standard exchange rate is the mid-market rate available at the start of the Banking Day.

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

**Uncleared effect** means when you lodge items to your Account, the amount of the lodgement is shown on your Account on the day of the lodgement, however, at that time we may not have received value for these items. We call such items 'uncleared effects' until we have received value. Once we have received the value, it will be added to the cleared balance on your account. For more information on the clearing cycle please see our accounts guide which is available at any of our branches or on our Website.

**Unique Identifier** means a combination of letters, numbers or symbols used to identify the bank account of the Payee when processing a payment (for example, National Sort Code (NSC) of the Payee's bank and the Payee's account number).

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

**We, us, our** and **Bank** means Allied Irish Bank (GB) and its successors and assigns. Any reference to we, us and our means AIB Group (UK) p.l.c. trading as Allied Irish Bank (GB) and includes our successors and assigns.

**Website** means our Internet site, [www.aibgb.co.uk](http://www.aibgb.co.uk)

**You** and **your** refers to the customer or customers in whose name your Account is held. The masculine pronoun shall be taken to include the feminine and, where applicable, the singular to include the plural for instances of joint accounts and includes your personal representatives and successors and includes any person authorised to act on your behalf .

## Terms and Conditions

---

These terms and conditions apply to any Account held by a personal customer or a Business Customer with AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), its successors and assigns. AIB Group is made up of Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time, including AIB Group (UK) p.l.c. As the account holder, you agree to be bound by these terms and conditions. We will give you a copy of these terms and conditions which contain the schedule of fees and charges when you open an account. For all other charges, please refer to Allied Irish Bank (GB) Customer Treasury Services 'Schedule of Charges' issued from time to time. You can also get a copy from Your branch, our private banking office or from our Website.

### 1. Interpretation

- 1.1 Unless otherwise specified by us, these Conditions apply to all Accounts offered by us and subject to the variations provisions in Condition 17 shall continue to apply until your Accounts are closed.
- 1.2 In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.
- 1.3 In these Conditions any reference to any statute, statutory 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.
- 1.4 Additional terms and conditions will apply to any other service or facility provided by us in connection with your Account, for example internet Business Banking terms and conditions and International Payment terms and conditions. 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.
- 1.5 We may from time to time offer you special benefits or features with your Account. These features will be subject to additional terms and conditions. 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 ask at any of our business centres.
- 1.7 Copies of the current Conditions and all other documents that constitute the Agreement may be obtained from any Allied Irish Bank (GB) branch, from your relationship manager or our Website.
- 1.8 If we choose not to enforce any term, cannot enforce any term, or delay enforcing any term which applies to your Account, this will not affect our right to:
  - 1.8.1 subsequently enforce that term; or
  - 1.8.2 enforce any of the remaining terms.

### 2. Opening an Account

- 2.1 Before you open your Account with us, you must provide us with information and documentation to satisfy our 'establishing identity' requirements. We will advise you what is required at the time you seek to open your Account.
- 2.2 You must also complete a form of Mandate which is acceptable to us.
- 2.3 We reserve the right not to open an Account or to refuse to accept a lodgement or a deposit.

### 3. Operating your Account

- 3.1 You must at all times operate your Account in credit. Overdraft facilities are not available on Currency Accounts.
- 3.2 You may make deposits to an Account, subject to the provisions in Condition 5, in one or more of the Available Currencies.
- 3.3 We will issue Account statements to you monthly. Each statement will contain information on all payments and lodgements on your Account for the period covered by the statement.
- 3.4 You will be provided with information in relation to your international payments either through a payment advice or, for payments where we do not provide a payment advice, information will be available on your statement.
- 3.5 You should check the transactions on your statement regularly, and at least once a month, against your Account records. If an entry on the statement seems to have been made incorrectly or without your authority, you should tell us by contacting us as soon as possible but no later than 13 months after the date the transaction was taken from your Account. We may request written confirmation of such notification.
- 3.6 If an incorrect amount is debited from or credited to your Account we may make any necessary correcting entry on your Account without reference to you.
- 3.7 If at any time you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use you should immediately inform Your branch or relationship manager without undue delay, who may request written confirmation.

### 4. Instructions

- 4.1 In certain limited circumstances and where an appropriate Mandate acceptable to us is in place, instructions (other than payment instruction which are dealt with in Condition 4.6) may be given to us by telephone, by fax or in writing. We reserve the right to request confirmation of a telephone instruction in writing. Without prejudice to Condition 4.4 we are entitled to rely on instruction given to us by telephone without the need to request a separate confirmation. We may refuse to act on incomplete, unclear, inconsistent or mistaken instructions (whether given by telephone, by fax or in writing) which you give us.

We may refuse to act on an instruction where we are prevented from following the instruction by any law or regulation or other circumstances beyond our control.

- 4.2 All telephone calls may be recorded. We may rely on such recordings in the event of a dispute or for any other reason.
- 4.3 We are entitled to rely on instructions which we believe to be from you or from your servants or agents, authorised signatories, authorised users or legal representatives including, where appropriate, your lawfully appointed attorney, whether received verbally or in writing which we have accepted in good faith. Where instructions are received from your servants or agents, authorised signatories, authorised users, legal representatives and/or your lawfully appointed attorney, we can continue to act on their instructions until we receive written notification from you that they are no longer authorised. For the avoidance of doubt it is solely your responsibility to ensure that your servants and agents, authorised signatories, authorised users and/or legal representatives are appropriately authorised and/or your attorney is lawfully appointed. As such we may accept instructions from your servants or agents, authorised signatories, authorised users, legal representatives or your lawfully appointed attorney and we shall be under no obligation to monitor whether a particular servant or agent, authorised signatory, authorised user, legal representative or lawfully appointed attorney is duly authorised by you. It is very important that you notify us in writing as soon as possible after you withdraw your authority for a servant or agent, authorised signatory, authorised user, legal representative or attorney to issue instructions on your behalf. Without prejudice to the foregoing you must also complete a Mandate which is acceptable to Allied Irish Bank (GB) (see Condition 2.2).
- 4.4 The absence of a confirmation or an advice note (as relevant) does not invalidate the legally binding validity of the instruction you have provided to us either in writing, by fax, by telephone or by any other agreed method.
- 4.5 We do not currently accept any instructions relating to the operation of an Account by email though we may do so in the future. The acceptance of instructions by such communication means will be subject to specific terms and conditions which will be available from us.
- 4.6 If, as a result of us acting in accordance with instructions given or purporting to be given by or on your behalf by means of telephone or fax we incur any exposure or loss including any claims, damages, payments, costs and expenses we will not be held liable in respect of any such loss. Instructions for payments must be given to us in writing or by fax or via our internet banking services. In certain limited circumstances and where an appropriate Mandate acceptable to us is in place, instructions for payment maybe given by telephone. For avoidance of doubt, condition 4.3 above applies to payment instructions.
- 4.7 We may refuse to execute a transaction if:
- 4.7.1 you or your authorised signatory or authorised user have not authorised the transaction in accordance with Condition 7.3;
  - 4.7.2 you or your authorised signatory or authorised user have not duly completed and authorised all applicable payment instructions;
  - 4.7.3 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
  - 4.7.4 you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;
  - 4.7.5 you or your authorised signatory or authorised user have not provided us with all the information and followed all the instructions we have given to you or your authorised signatory or authorised user to enable us execute the transaction;
  - 4.7.6 the security of your Account is compromised;
  - 4.7.7 the Account could be used to commit fraud, or by someone who does not have authority to use it;
  - 4.7.8 in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed;
  - 4.7.9 the transaction would damage our reputation;
  - 4.7.10 any of the circumstances specified in Condition 15 (Closure of Account); or
  - 4.7.11 you attempt to make any transaction after we have sent your notice of termination under Condition 15 (Closure of Account).
- 4.8 Where applicable, we will try to contact you either verbally or in writing before we take a decision to refuse a payment instruction, but it may not always be possible for us to do so. When we have refused a payment instruction we will contact you at the earliest opportunity and provide you with the reasons for the refusal unless it is unlawful for us to do so. Following receipt of this notification, you may contact us for details of how to rectify any error if that has been the reason for refusal.
- 4.9 If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:
- NEVER ask you to make payments from your Account to any other account; and
  - NEVER ask you to provide your Security Details.
- If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.
- 4.10 We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.
- 4.11 Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on a text, letter or email without first confirming that it belongs to us.
- 4.12 To ensure we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You must also make sure that arrangements for receiving mail at your address are secure.



- 4.13 Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

## 5. Payments In

- 5.1 Your Account must be opened with a minimum deposit, the amount of which will be determined by us and advised on request from Your branch or relationship manager.
- 5.2 We will generally accept for the credit of your Account all Collectible Items, Electronic Payments and other items payable to you. However, we reserve the right to refuse to accept a lodgement to your Account. We may decide at our discretion to send items for collection on your behalf. Instead of accepting a Collectible Item for immediate lodgement to your Account we may agree to collect payment of it by hand or by post in which case the amount of such item will not be lodged to your Account unless and until we have received payment for it.
- 5.3 You will be liable to us for any loss, damage, cost or expense including any redemption cost which we may incur in connection with the collection of Collectible Items and other items to your Account.
- 5.4 We may accept Collectible Items payable to third parties as lodgements to your account at our absolute discretion. You will compensate us for any loss we may suffer in doing so.
- 5.5 You can make lodgements to your Account at any time through any of our business centres during normal working hours.
- 5.6 Lodgements presented in the branch network will not be processed until the next Banking Day.
- 5.7 We may reverse any entry on your Account if any item credited to your Account is not paid or if a payment credited to your Account is subsequently 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 clearing rules.
- 5.8 If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment service provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.
- 5.9 Cleared funds may also be transferred directly to your Account using the international payment systems available.
- 5.10 Value for cheques lodged is not given until they become cleared in accordance with banking practice. Clearance times for the availability of funds in respect of items included in such lodgements vary and will be dependent upon the nature of the items concerned.
- 5.11 We will ensure that all Electronic Payments received for your Account prior to the applicable Cut-off time on a Banking Day are credited to your Account and will begin to accrue interest. Payments received after the applicable Cut-off time will be deemed to have been received by us on the next Banking Day. The applicable Cut-off times are available on our Website.
- 5.12 We will not be liable for any losses which you may incur as a result of a delay in the clearing or collection of cheque where this delay is outside of our control.
- 5.13 In respect of a company customer, notwithstanding the convening of a meeting to consider a resolution for the winding up of the company, we may continue to accept lodgements to an account in reduction of any debit balance or debit of the company until either a winding up petition has been presented to the court or the company has passed a resolution for its winding up.

## 6. Payments Out

- 6.1 Payments from your Account may be made in accordance with the latest Mandate held by us for your Account.
- 6.2 You may make payments from your Account by any means approved by us in connection with your Account. This includes payments by bank draft, International Payment, or by such other means of payment which we may from time to time permit. Please refer to 'Payment Services (Business and Personal Customers)' section for more information on payments from your Account.
- 6.3 Payments from your Account can be for any amount subject to the availability of Cleared funds.
- 6.4 Where we accept a International 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 Banking 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 Banking Day and at the latest by the end of the next Banking Day. This time limit may be extended by a further Banking Day where you initiate a payment by using a paper form.
Payments in any EEA currency within the EEA Country.	Minimum of same Banking Day and at the latest by the end of the fourth Banking Day.
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.

## 7. General Provisions Relating to payments from your Account

- 7.1 Subject as provided for in these Conditions, all payments from your Account will be in accordance with the latest Mandate held by us for your Account.
- 7.2 In certain limited circumstances and where an appropriate Mandate acceptable to us is in place, instructions for payments may be given by telephone. For the avoidance of doubt, Condition 4.3 applies to payment instructions.
- 7.3 You must authorise a transaction by:
- 7.3.1 Completing an instruction form issued by us or provide us with written instructions in the required form which contains all of the information we require to execute the transaction and which is signed by you or your authorised signatory in accordance with the Mandate held by us; or
  - 7.3.2 Following whatever instructions we may give to you or your authorised signatory or authorised user in relation to the operation of your Account by our internet banking service, by our telephone service and by other such Channels as we may make available from time to time; or
  - 7.3.3 By providing us with instructions in accordance with Condition 4 (Instructions) of these Conditions.
- 7.4. Before a payment is made from your Account, you must comply with our applicable procedures including completing, either manually or online the relevant payment instruction.
- 7.4.1 In the case of a payment to another bank account, these will also include providing all the necessary Unique Identifiers to enable the Payee's bank and Payee's bank account to be identified. Please refer to International Payments terms and condition on our website, for more information.
  - 7.4.2 The Unique Identifiers required for a payment between your Account with us or to another account held by you or by a third party are currently the National sort code of the Payee's bank and the Payee's account number although in certain circumstances you may be asked to provide the Bank Identifier Code (BIC) of the Payee's bank and the International Bank Account Number (IBAN) of the Payee.
  - 7.4.3 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 (for example, where the receiving bank's NSC or BIC and its name and address details do not match) we shall not be liable for acting in accordance with any part of those instructions.
  - 7.4.4 Further details of available Payment Services on your Account are provided in our fee booklets, on our standard application forms, at any of our business centres, on our Website or on our electronic Channels.
  - 7.4.5 You should ensure that at all times the available cleared balance in your Account is sufficient to meet all payments. Your cleared balance is the amount in your Account that you can draw against without incurring interest on uncleared balances. Unless otherwise agreed by us, you may not make payments from your Account in reliance on the balance in another account.
  - 7.4.6 Where the available cleared balance on your Account is insufficient, but we nonetheless allow the payment, you will be liable to pay debit interest. This will not commit us to paying any further items to such an amount in the future no matter how frequently we do it. For details of debit interest, see Condition 12 below.
- 7.5 Regardless of the issue of liability, where you notify us of an incorrectly executed payment we will make immediate efforts to trace the whereabouts of the defective payment and inform you of the results of such efforts. We may charge you for doing this. If we decide to charge you for this, we will tell you what the charge will be at the time you ask us to recover the payment. If you provide information as well as the payment details we ask for, we will only be responsible for making the payment in line with the payment details we asked for.
- 7.6 If we are unable to recover the payment you may write to us to request from us any relevant information we may have available in relation to the Payee in order for you to pursue recovery of the funds directly from the Payee.
- 7.7 You are not entitled to a refund from us if you have selected a Payee in error from your trusted beneficiaries list through the internet banking services we make available to you and the Payee's Payment Service Provider receives the funds. If that happens, you must ask the Payee directly to return the payment to you. We will, however, make immediate efforts to trace the payment and give you notice of whether this has been successful.
- 7.8 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. We shall not be liable for any delay or failure in making any payment as a result of such reasons.
- 7.9 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 your Account illegally.
- 7.10 Once received by us for execution, payment instructions are irrevocable. For example, an International Payment or an online payment cannot be cancelled or amended.
- 7.11 Payment by us against Uncleared effects in your Account will not give rise to any obligation on us to do so on any subsequent occasion.
- 7.12 We will not normally return payments made into your Account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your Account and you have a question about the returned payment, we will provide you with a reason.

## 8. Payments – unauthorised or incorrectly executed

- 8.1 If an unauthorised or incorrectly executed payment has been made from your Account you must notify us without undue delay and, in any event no later than 13 months after the date the payment was taken from your Account . If we fail to execute a payment correctly and you are eligible for a refund, we will without undue delay, put your Account back into the

position it would have been in had the payment been correctly executed and reimburse you for any charges you have incurred and interest you have been charged by us for the incorrect execution.

- 8.2 If you disagree with a transaction we have made on your Account and we refund this transaction, you must pay us back any refund you have claimed and we have the right to take this money from your Account if following our investigations, we find that you:
- 8.2.1 agreed the transaction;
  - 8.2.2 have acted fraudulently or with Gross Negligence;
  - 8.2.3 did not tell us about the claim in line with these Conditions;
  - 8.2.4 do not give us any information we ask for about your claim; or
  - 8.2.5 do not send us the refund application form within 14 days from the date you first told us about the claim.

## 9. The Application of Foreign Exchange Rates to Transactions

- 9.1 Any transaction to or from your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate.
- 9.2 We publish our Standard exchange rates on our Website on a daily basis. These rates are used for all currency conversions up to a Standard exchange rate threshold value. This Standard exchange rate threshold value is subject to change at any time. The Bank can amend its Standard exchange rates immediately and without notice.
- 9.3 Where an exchange rate from one currency to another is required, the appropriate Standard exchange rate applicable at the time that we receive the payment instruction will be used.
- 9.4 In the case of amounts up to and including our Standard exchange rate threshold value we reserve the right to process payments, received after the relevant Cut-off time on a Banking Day, on the actual Banking Day of receipt (as if it was received before the Cut-off time) and to apply the Standard exchange rate applying on the actual Banking Day of receipt to the payment.
- 9.5 Negotiated exchange rates are normally agreed on the Banking Day on which a payment instruction 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 our Reference. In the case of an outgoing International Payment this should be quoted on the application form or instruction. (Important: Any pre-agreed exchange rate is a legally binding agreement with you to complete the respective foreign exchange transaction). If you need to cancel an agreed rate you should advise us immediately. You may be liable for any losses uncured by us due to your failure to utilise the agreed exchange rate and we reserve the right to charge your Account with the costs in such circumstances.
- 9.6 If you instruct us to make an International Payment in a currency other than the currency of the Payees' account, the intermediary/Payee's bank may convert the payment in to the currency of the Payee's account. We cannot accept any responsibility for the exchange rates applied by other banks.
- 9.7 For amounts over our Standard exchange rate threshold value, for foreign currency payments to your Account, we will attempt to contact you to negotiate a rate before we make the conversion.
- 9.8 The exchange rate used for an International Payment by the Bank on the day of processing the transaction, will be quoted on the payment advice sent to you by post (except where you elect to receive by fax).

## 10. Joint Account/Partnership Account

Where your Account is a Joint Account the following applies:

- 10.1 Payments from or instructions on a Joint Account will only be made in accordance with the latest Mandate governing the operation of your Account.
- Warning:** If in accordance with the latest Mandate payments are permitted to 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.
- 10.2 The Joint Account Holders will be jointly and severally liable for any balance owing including accrued interest and all applicable charges on the Joint Account and for any debits arising from payments by any party to the Joint Account made in accordance with the latest Mandate.
- 10.3 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.
- 10.4 Correspondence and notices in relation to the Joint Account will be sent or served by us to the address provided by the Joint Account Holders. 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.
- 10.5 Joint Account Holders may authorise any third party to operate the Joint Account in accordance with our procedures.
- 10.6 Notwithstanding any dispute between Joint Account Holders, we will continue to rely on existing Mandate unless and until we receive a new Mandate from the Joint Account Holders.
- 10.7 We may close a Joint Account acting in accordance with existing signing instructions.

## 11. Credit Interest

Credit Interest is not payable in any currency on an Account.

## 12. Debit Interest

- 12.1 Overdraft facilities are not available on your Account.
- 12.2 Where your Account goes into an unauthorised overdrawn position, the debit interest rate accruing (referred to as the 'Debit Interest Default Rate') is calculated daily at the Reference Interest Rate linked to your Account plus 12%. Where there is no Reference rate available for a particular currency a rate of 12% is calculated daily. Debit Interest is charged monthly or quarterly in arrears (depending on your Account) for the number of days your Account is overdrawn. We will give you at least 14 days' notice before we deduct interest from your Account.

## 13. Set off Interest

A facility incorporating set-off interest is not offered on your Account.

## 14. Fees and Charges

- 14.1 Fees and charges applicable to your Account are contained within the guide section at the beginning of this brochure.
- 14.2 For all other charges, please refer to our Customer Treasury Services 'Schedule of Charges' available on our Website.
- 14.3 If the fees or charges on your Account change, we will communicate notice of the change to you in writing at least two months' prior to the change becoming effective. On receipt of such notification you may terminate this Agreement in accordance with Condition 15 (Closure of your account) below.

## 15. Closure of Account

- 15.1 Your Account has no minimum term and remains open until it is closed by you or us in accordance with these Conditions.
- 15.2 You may close your Account at any time by giving notice to us in writing.
- 15.3 If your Account is closed, you must immediately pay all sums owing on your Account. Interest fees and charges will be charged up to the date of closure.
- 15.4 There may be a time when we ask you to close your Account. If we decide to do this we will, wherever possible, give you at least two months' notice in writing unless there are exceptional circumstances. These include, but are not limited to, the following:
- on your bankruptcy or you enter into a voluntary agreement with your creditors;
  - if you can no longer manage your financial affairs or you die;
  - if any representations, warranties or statements made by you or an authorised user to us in connection with the Account are breached or are untrue in any material respect;
  - if you commit any serious or repeated breach of these Terms & Conditions;
  - if you are in breach of any other agreement with us;
  - we have reasonable grounds to believe that You are no longer using the Account and it has not been active for 6 months or more;
  - You act, or are suspected of acting, fraudulently against us or any other party
  - to enable Us to comply with any law, regulation or good practice, or
  - for any other valid reason, provided that the closure of this Account is a proportionate and reasonable response to the underlying reason.

## 16. Death or Incapacity of the Account Holder

- 16.1 All payments made by us on your Account after your incapacity or death or bankruptcy or liquidation but before we have written notice thereof will be valid and binding upon you and your successors and estate.
- 16.2 When we become aware of the death of an Account holder, the action it takes will depend on whether your Account is in a sole name (sole trader) or joint names (partnership).
- 16.2.1 Personal Customer – Your Account can be closed by the executors or administrators of the estate once we receive letters of probate or administration. If you have a Joint Account, the balance and interest accrued will be paid to the surviving parties or can be continued in the name of the surviving parties.
- 16.2.2 Sole Trader: Upon notification of your death we will freeze your Account. Your Account can then be closed by the executors or administrators of your estate on receipt by us of letters of probate or administration.
- 16.2.3 In the case of a partnership, the death of one partner will cause the partnership to automatically dissolve which means that it will no longer exist, unless there is a partnership agreement in place which contains provisions to the contrary. You should therefore provide us with a copy of any partnership agreement which affects you. Where a partnership consists of only two partners, the death of one of the partners will cause the partnership to be automatically dissolved. Your Account will therefore cease to operate from the date of death.

## 17. Variation of Conditions

- 17.1 These Conditions shall continue to apply to your Account unless and until altered by us in accordance with this Condition.
- 17.2 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.

- 17.3 Unless we are permitted by law to give you shorter notice, we will notify you in writing at least two months in advance of any alteration to these Conditions except for changes to Reference Interest and exchange rates which we can change immediately and without notice.
- 17.4 If you are not happy, you have the right to close your Account with us. At any time up to two months from the date of the notice, you can, without notice, close your Account without having to pay any extra charges or interest for doing this. When you receive this notice, you can close your Account in line with Conditions 15.2 and 15.3, as long as you have paid all the amounts you owe. However, if you continue to hold your Account after this time, we will consider you to have accepted the relevant changes.

## 18. No Waiver

If we choose not to exercise our rights in relation to or enforce any Condition, or we delay in exercising our rights in relation to or enforcing any Condition, this will not affect our rights to:

- (a) subsequently exercise our rights in relation to or enforce that Condition; or
- (b) exercise our rights in relation to or enforce any of the remaining Conditions.

No single or partial exercise of any of our rights provided under or partial enforcement of the Conditions or by law shall prevent or restrict us from further exercising or rights under or enforcement of that or any other Condition.

## 19. 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.

## 20. Normal Currency

The currency of your Account will be agreed at account opening.

## 21. Our Liability to you

### Liability Generally

- 21.1 To the extent permitted by law and except as otherwise set out in these Conditions we shall only be liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. This Condition does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised transactions or incorrectly executed transactions (for example, instructions not followed correctly or transactions not carried out properly). We will not be Liable for system or machine failure, industrial dispute, strike or other circumstances beyond our control.
- 21.2 We may use any intermediary or agent bank and clearing and settlement system of our choice to execute any payment. The routing and channel(s) used by us is entirely at our discretion. If we provide you with services which are not covered by the Payment Services Regulations 2017 (including, but not limited to, cheques and other paper transactions) we will not be responsible for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- 21.3 We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account 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.
- 21.4 We will not be liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
- 21.4.1 A fault which has happened in any system used to carry out a transaction;
  - 21.4.2 An industrial dispute (for example, a strike); or
  - 21.4.3 Anything outside our or our agents' or subcontractors' control.

## 22. General

- 22.1 We may, in addition to any other similar right we may have, at any time, without notice to you, set off any credit or debit balance in your Account against any debit or credit balance on any other account held by us in your name.
- 22.2 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 Banking Days after dispatch by post, or immediately upon hand delivery.
- 22.3 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.
- 22.4 You are required to inform us in writing at least seven days in advance of any change in your name, address or telephone number, authorised signatories or other contact details. Please note that we may require you to provide and /or confirm details of any such changes in such form as we may require (e.g. change of address form).
- 22.5 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.
- 22.6 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 Banking Days after dispatch by post, or immediately upon hand delivery.

- 22.7 We do not provide advice or indicate suitability of products for a person's or a business' particular circumstances. You should always obtain independent professional advice on such matters.
- 22.8 Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our obligations, either in UK 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.

### **23. Governing Law and Jurisdiction**

These terms and conditions are governed by the laws of England and Wales in the event of a dispute the courts of England and Wales have exclusive jurisdiction.

### **24. Language**

These terms and conditions are written in English and all our communications will be in English.

# Data Protection Notice

AIB Group (UK) plc

Effective 1 April 2021



We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions section or our contact details at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You can also ask for more details at your local branch.

## 1. Who we are

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

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

## 2. Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [UKDPO@aib.ie](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., 92 Ann Street, Belfast, BT1 3HH.

## 3. How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

## 4. How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

## 5. How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

## 6. Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

## 7. Consent

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

## 8. How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

## 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess credit worthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

## 10. International transfers of data

We may transfer your personal information outside of the United Kingdom (UK) and the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the UK and EEA to these transfers and the use of the information, to ensure your rights are protected.

## 11. Your personal information rights

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection)

We can help you with:

*Accessing your personal information:* You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

*Updating and correcting your personal details.*

*Removing consent:* You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

*Restricting and objecting:* You may have the right to restrict or object to us using your personal information or using automated decision making.

*Deleting your information (your right to be forgotten).* You may ask us to delete your personal information.

*Moving your information (your right to Portability).* Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

## 12. Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

You can also contact the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

## 13. Updates to this notice

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You will also find a copy on display at your local branch, or you can ask us for a copy.



To: Allied Irish Bank (GB), (the 'Bank')

## Customer Application to Open A Personal or Business Currency Account

(To open an Account, please complete in BLOCK CAPITALS all applicable fields below)

I/We wish to open a Currency Account in accordance with the Terms and Conditions for Currency Accounts, a copy of which has been provided to me.

Customer Name(s)

(Personal Customer, Sole Trader, Partnership, Company (as on the Certificate of Incorporation), Clubs and Charities):

Registered Business Name (if applicable):

Type of Business:

Please tick if you wish the Account Name to include my/our Registered Business Name:

Contact Name:

Telephone Number:

Please Insert Existing Sterling Allied Irish Bank (GB) - National Sort Code (NSC) and Account Number

Branch NSC & Account:

Currency of Account (eg. USD, EUR):

Purpose of Account:

Source of funds:

Countries of trade:

Turnover (per business plan/projections):

Marketing Options:

From time to time, AIB Group would like to tell you about offers, products and services available from us and carefully selected third parties. Please tell us below if you are happy for us to contact you, and by which methods. If you later decide to change these preferences, you may contact us at any time.

Applicant 1: By phone Yes  No  By post Yes  No  By email Yes  No

Applicant 2: By phone Yes  No  By post Yes  No  By email Yes  No

### Customer Account Opening Request & Confirmation

- Request:** Please open a Currency Account at Allied Irish Bank (GB) in my/our name as indicated above (to include registered business name where applicable) (and such other accounts as I/we may from time to time require) subject to the Bank's Terms and Conditions for Currency Accounts, a copy of which is attached.
- Accuracy/Enquiries:** I/We certify that the information above is accurate and agree that the Bank may make such enquiries about me/us as it considers necessary in relation to this application.
- Customer Confirmation:** I/We confirm that I/we have read and accept the Terms and Conditions for Currency Accounts.
- FSCS Customer Acknowledgement:** I/we acknowledge receipt of the Financial Services Compensation Scheme (FSCS) Depositor Information Sheet / Exclusions List.

Date: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature(s) of Customer (signed in accordance with Mandate for branch Account listed above)

  
  
  

Name of Customer (printed)

  
  
  

Checklist to help you complete your application form

Have you completed?

- Your name or business name, and telephone number
- Your existing Allied Irish Bank (GB) NSC and Account Number
- The Purpose of account, Source of Funds, Countries of trade and Turnover
- Signed and dated the Account Opening Request and Confirmation

Where do I send the completed form?

Please send your completed Customer Application form to your relationship manager in your local account holding AIB (GB) branch who will progress your application.

Your relationship manager will let you know if we require additional documentation before we can open your account.

The AIB logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trademarks used under licence by AIB Group (UK) p.l.c. incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.





Protected

# Financial Services Compensation Scheme – Depositor Information Sheet



## Basic information about the protection of your eligible deposits

Eligible deposits in AIB Group (UK) p.l.c. are protected by:	the Financial Services Compensation Scheme ("FSCS") <sup>(1)</sup>
Limit of protection:	£85,000 per depositor per bank <sup>(2)</sup> Your bank, AIB Group (UK) p.l.c., operates under license as AIB (NI) in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain
If you have more eligible deposits at the same bank:	All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of £85,000. <sup>(2)</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>(3)</sup>
Reimbursement period in case of bank's failure:	20 working days <sup>(4)</sup>
Currency of reimbursement:	Pound sterling (GBP, £)
To contact AIB Group (UK) p.l.c for enquiries relating to your account	AIB Group (UK) p.l.c (trading as Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct) St Helen's, 1 Undershaft, London, EC3A 8AB 0345 6005 204† www.aibgb.co.uk †Call charges may vary – refer to your service provider
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 Email: ICT@fscs.org.uk
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>

## Additional information

### (1) Scheme responsible for the protection of your deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

### (2) General limit of protection

If a covered deposit is unavailable because a bank is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers a maximum of £85,000 per bank. This means that all eligible deposits at the same bank are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank operates under different trading names. AIB Group (UK) p.l.c. also trades under AIB (NI) in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become

legally transferable. These are eligible deposits connected with certain events including:

- certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- a death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>

### (3) Limit of protection for joint accounts

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

### (4) Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018;

within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank shall also confirm this on the statement of account.



Protected

# Financial Services Compensation Scheme – Exclusions List



## A deposit is excluded from protection if:

- |   |  |
|---|--|
| <p>(1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.</p> <p>(2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.</p> <p>(3) It is a deposit made by a depositor which is one of the following:</p> <ul style="list-style-type: none"> <li>• credit institution</li> <li>• financial institution</li> <li>• investment firm</li> <li>• insurance undertaking</li> <li>• reinsurance undertaking</li> <li>• collective investment undertaking</li> <li>• pension or retirement fund<sup>(1)</sup></li> <li>• public authority, other than a small local authority.</li> </ul> <p>(4) It is a deposit of a credit union to which the credit union itself is entitled.</p> | <p>(5) It is a deposit which can only be proven by a financial instrument<sup>(2)</sup> unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which existed in the UK, Gibraltar or a Member State of the EU on 2 July 2014.</p> <p>(6) It is a deposit of a collective investment scheme which qualifies as a small company.<sup>(3)</sup></p> <p>(7) It is a deposit of an overseas financial services institution which qualifies as a small company.<sup>(4)</sup></p> <p>(8) It is a deposit of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>(5)</sup> – refer to the FSCS for further information on this category.</p> <p>(9) It is not held by an establishment of a bank, building society or credit union in the UK or, in the case of a <i>bank or building society</i> incorporated in the UK, it is not held by an establishment in Gibraltar.</p> |
|---|--|

**For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)**

<sup>(1)</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are **not** excluded

<sup>(2)</sup> As listed in Part I of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, read with Part 2 of that Schedule

<sup>(3)</sup> Under the Companies Act 1985 or Companies Act 2006

<sup>(4)</sup> See footnote 3

<sup>(5)</sup> See footnote 3



Protected



Information correct as at June 2021

The AIB Logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c., incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NIO18800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.