



A Guide to Sterling Current Accounts

Allied Irish Banks, p.l.c., St Helen's, 1 Undershaft, London EC3A 8AB
Branch NSC 23-85-90

- General Information
- Schedule of Fees & Charges
- Terms and Conditions
- Customer Application Form

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

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The Transaction Fees and Charges in this Guide are correct as at July 2017

July 2017

What is a Sterling Current Account?

A current account denominated in Sterling NSC 23-85-90 at Allied Irish Banks, p.l.c., St Helen's, 1 Undershaft, London EC3A 8AB ("Sterling Current Account") and is administered by Allied Irish Banks, p.l.c., Currency Account Services, Business and Customer Services, 1 Adelaide Road, Dublin 2, Ireland.

Our Sterling Current Accounts are non-credit interest bearing account(s) and support the following services:

- Incoming direct debits within the United Kingdom
- Standing orders within the United Kingdom
- Incoming and outgoing sterling credit transfers within the United Kingdom
- Cheque Payments within the United Kingdom
- **Online Access** – business customers may access their business Sterling Current Account through our internet based cash management system – iBusiness Banking (iBB). For further information, please contact your AIB branch, Relationship Manager or log on to www.aib.ie/iBB.

Who can open a Sterling Current Account?

A Sterling Current Account may be opened by both business (resident, trading and incorporated in the Republic of Ireland) and personal customers (resident in the Republic of Ireland) subject to our terms and conditions.

A Sterling Current Account should be opened when an individual or business has income and expenditure in Sterling and they require access to the clearing systems in the United Kingdom.

For example:

An individual, who has purchased a property in the United Kingdom, may have rental income in Sterling but will also have Sterling expenditure relating to the property i.e. local rates, mortgage repayments and utility bills.

An Irish manufacturing company may be selling goods in the United Kingdom in receipt of Sterling, and they may be sourcing raw materials in the United Kingdom and making payments in Sterling.

What are the benefits of opening a Sterling Current Account?

- Income earned in Sterling can be utilised for expenditure in the same currency.
- Sterling Current Accounts can help to protect you against adverse exchange rate movements.
- Support Sterling overdraft facilities – Business Customers only (subject to credit approval).
- Sterling cheque book facility.
- Ability to make and receive UK payments in Sterling.

How do I open a Sterling Current Account?

To open a Sterling Current Account, please contact your AIB branch or Relationship Manager.

What are the Fees and Charges applicable to my Sterling Current Account?

The transaction charges for a Sterling Current Account NSC 23-85-90 are outlined in the schedule of transaction fees and charges detailed on page 3 of this booklet for business customers and on pages 4 for personal customers. Charges denominated in euro will be levied in the sterling equivalent to the Sterling Current Account.

How can I reduce overdraft borrowing (business customers only) and transaction fee charges on a Sterling Current Account?

You can avoid incurring surcharge interest and unpaid item charges by ensuring that your account operates in credit, or within your sanctioned overdraft limit, if any.

If you need an overdraft or an increase on your agreed existing overdraft limit, you should contact your AIB branch or Relationship Manager in advance to discuss and agree (in writing) the appropriate arrangements on your account to reflect your requirements. The granting of such facilities may incur a facility fee. Overdraft facilities are available to business customers only.

For regular payments you may have to make, you may consider automated transactions such as standing orders or direct debits as opposed to writing cheques.

Cheque books provided should only be used for the settlement of transactions in the United Kingdom.

Cheques presented in other countries may incur additional collection costs.

Who do I contact should I have a query on my Sterling Current Account?

If you have any queries in relation to your Sterling Current Account, you can call our dedicated Customer Service Unit on (01) 6115210 (+353 1 6115210 from abroad) – Monday to Friday.

Who do I contact should I have a complaint on my Sterling Current Account?

In the event that you wish to make a complaint with regard to your Sterling Current Account, you may do so by contacting your AIB branch or your Relationship Manager. We will handle your complaint in accordance with our complaints policy which is available from any AIB branch on request. If you are still not satisfied with the outcome of your discussions with us, you may be entitled to take your complaint to Financial Ombudsman Service in the United Kingdom at www.financial-ombudsman.org.uk or Exchange Tower, Harbour Exchange Square, London, E14 9SR, United Kingdom or the Financial Services Ombudsman in Ireland at www.financialombudsman.ie or 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

If you do not come within the jurisdiction of the Financial Services 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, Dame Street, Dublin 2.

Further details of our complaints procedures are set out in our complaints brochures, which are available in any of our branches.

Business Sterling Current Accounts

Schedule of Transaction Fees and Charges applicable to the operation of Business Sterling Current Accounts on NSC 23-85-90

Automated Charges

Automated charges are applied on a quarterly basis. A breakdown of these automated charges will generally be sent out at least two weeks in advance of these charges being debited from your Sterling Current Account (NSC 23-85-90).

Charges are in Sterling unless otherwise stated:

Standing charge per quarter, or part thereof (per account regardless of the number of transactions)	£10
Automated lodgements (e.g. standing orders, giro credits)	35p each
Manual lodgements	75p each
Cheque(s) remitted within a lodgement	30p each
Branch items in lodgements (e.g. inter account debits)	22p each
Incoming payments with details (cost of inserting narrative)	15p each
Other auto credits (e.g. funding, giro lodgements)	35p each
Automated withdrawals (e.g. standing orders, direct debits)	55p each
Manual withdrawals (e.g. cheques)	70p each
Outgoing payments (e.g. payments to other branches / banks)	65p each

Manual Charges

These charges will be debited to your account at the time the service is provided.

Copies of paid cheques	£2.00 each
Duplicate statements	£5.00 per page
Drafts	£3.50 each
Stop payments	£12.00 each
Unpaid item lodged to your account (Agent bank charges may also apply)	£5.00 each
Unpaid item drawn on your account	£35.00 each
Unauthorised borrowing (Referral fee)	£30.00 each
Outgoing cheque collections Per cheque (Agent bank charges may also apply)	Euro €15.20
Auditor's reports	Euro €12.70

Fees Calculated/ Advised	Period	Fees Debited
15th May	16th February – 15th May*	6th June+
15th August	16th May – 15th August*	6th September+
15th November	16th August – 15th November*	6th December+
15th February	16th November – 15th February*	6th March+
	(*or previous business day)	(+ or next business day)

The Standard charges due are calculated up to the 15th day of the relevant month as above.

The Transaction Fees and Charges in this Guide are correct as at July 2017

For all other charges, please refer to the current 'Schedule of International Transaction Charges' available from any AIB branch or online at www.aib.ie.

Personal Sterling Current Accounts

Schedule of Fees and Interest charges applicable to the operation of Personal Sterling Current Accounts on NSC 23-85-90

Automated Charges

If you maintain a cleared credit balance on your Sterling Current Account during the charging period (see below), the automated fees and interest charges detailed below will not apply (excluding Unpaid Items drawn on your account). If your account goes overdrawn, whether arranged or otherwise, at any time during the charging period, then the following automated charges will be calculated and charged to your Sterling Current Account.

Automated charges are applied on a monthly basis. A breakdown of these automated charges will be sent out at least two weeks in advance of these charges being debited from your Sterling Current Account (NSC 23-85-90).

Charges are in Sterling unless otherwise stated:

Unpaid item drawn on your account (e.g Cheques and Standing Orders)	£20.00 each (maximum daily charge £20.00)
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Unarranged Borrowing Fee (This charge is incurred each day that your account becomes overdrawn without a formal agreement in place where the overdrawn balance exceeds £15 during the charging period, it also applies where the debit balance on your account exceeds any arranged overdraft limit by £15.)	£7.00 per day
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Arranged overdraft monthly fee (Where you avail of an arranged overdraft and where the arranged overdrawn balance exceeds £15 during the charging period, the arranged overdraft monthly fee will apply.)	£7.00 per month
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There will be a cap on unarranged overdraft charges within the monthly charging period as follows*:

Monthly cap on unarranged overdraft charges:

1. Each current account will set a monthly maximum charge for:
 - (a) going overdrawn when you have not arranged an overdraft; or
 - (b) going over/past your arranged overdraft limit (if you have one).
2. This cap covers any:
 - (a) interest and fees for going over/past your arranged overdraft limit;
 - (b) fees for each payment your bank allows despite lack of funds; and
 - (c) fees for each payment your bank refuses due to lack of funds.

*The monthly cap on unarranged overdraft charges is £90.00.

Manual Charges

These charges will be debited to your account at the time the service is provided.

Copies of paid cheques	£2.00 each
Duplicate statements	£5.00 per page
Drafts	£3.50 each
Stop payments	£5.00 each
Outgoing cheque collections Per cheque (Agent bank charges may also apply)	Euro €15.20
Auditor's reports	Euro €12.70
Unpaid item lodged to your account (Agent bank charges may also apply)	£5.00 each

Interest Charges

Charged Monthly

Arranged Overdraft Interest – Debit interest charged on balances between £200 and your arranged overdraft limit

Fees and Interest – Schedule of Important Dates'

Charging period	Dates your Account will be debited
16 November – 15 December	15 January
16 December – 15 January	15 February
16 January – 15 February	15 March
16 February – 15 March	15 April
16 March – 15 April	15 May
16 April – 15 May	15 June
16 May – 15 June	15 July
16 June – 15 July	15 August
16 July – 15 August	15 September
16 August – 15 September	15 October
16 September – 15 October	15 November
16 October – 15 November	15 December

Automated charges and Interest due are calculated up to the 15th day of the relevant month as above. Fees and interest are calculated up to the previous business day if the end date in the charging period falls on a non-working day. Fees and interest will be applied on the previous business day if the debit date falls on a non-working day.

We will pre-notify you of the amounts due, if any, prior to your account being debited. This gives you the opportunity to ensure that you have sufficient cleared funds in your account to meet these charges. Manual charges listed above, are due at the time the service is provided.

The Transaction Fees and Charges in this Guide are correct as at July 2017

For all other charges, please refer to the current 'Schedule of International Transaction Charges' available from any AIB branch or online at www.aib.ie.

Payment Services (Business & Personal customers)

Payment Services	Pricing
Account Transfer FX	
<ul style="list-style-type: none"> Allows you to transfer funds between your own Sterling Current Accounts on NSC 23-85-90 to or from your own AIB Accounts in the Republic of Ireland. The required Unique Identifier⁽¹⁾ for the receiver's account is a valid AIB National Sorting Code (NSC – 6 digits) and valid beneficiary account number (8 digits). Execution time is a minimum of same day and a maximum of next Business Day⁽²⁾ (value). Please allow an additional Business Day for payments submitted on paper. Cut-off time for the receipt of payment instructions at our processing centre is 3pm on a Business Day. Electronic access is only available for business customers on iBusiness Banking (iBB). Cut-off times for electronically initiated payments are available from iBusiness Banking. 	£0.00 per transfer Account transaction fees will apply

Payment Services	Pricing
Third Party Transfer FX	
<ul style="list-style-type: none"> Allows you to transfer funds to third party Sterling Current Accounts on NSC 23-85-90 or transfer funds from your Sterling Current Account on NSC 23-85-90 to third party AIB Accounts located or administered in the Republic of Ireland. The required Unique Identifier⁽¹⁾ for the receiver's account is a valid AIB National Sorting Code (NSC – 6 digits) and valid beneficiary account number (8 digits). Execution time is a minimum of same day and a maximum of next Business Day⁽²⁾ (value). Please allow an additional Business Day for payments submitted on paper. Cut-off time for the receipt of payment instructions at our processing centre is 3pm on a Business Day. Electronic access is only available for business customers on iBusiness Banking (iBB). Cut-off times for electronically initiated payments are available from iBusiness Banking. 	£0.00 per transfer Account transaction fees will apply

Payment Services		Pricing	
Outgoing UK Interbank Payments			
<ul style="list-style-type: none">• Allows you to transfer funds within the UK in Sterling to an account with another Bank.• The required unique identifier⁽¹⁾ is a valid UK National Sorting Code (NSC – 6 digits) and account number (8 digits) and this NSC must be reachable within either FPS or CHAPS systems.• Execution time is a minimum of same day and a maximum of next Business Day⁽²⁾ (value). Please allow an additional Business Day for payments submitted on paper.• Cut-off time for the receipt of payment instructions at our processing centre is 12.30pm on a Business Day• Electronic access is only available for business customers on iBusiness Banking (iBB). Cut-off times for electronically initiated payments are available from iBusiness Banking. This product can be accessed via the Urgent Interbank screen on iBB.	Paper Instruction	Electronic Instruction	
	Amounts less than or equal to £250,000		
	£10	£3.50	
	Amounts greater than £250,000		
	£15	£10	
	Account transaction fees will apply		

Refer to footnotes on page 7

Incoming UK Interbank Payment

- Payments originated from other UK banks and received via FPS/CHAPS systems.
- The unique identifiers⁽¹⁾ are a valid 23-85-90 NSC and account number.
- Funds are credited to the receiver's account on the value date requested subject to our cut-off time – 5:30pm on a Business Day.

Amounts less than or equal to
£250,000

£0.00

Amounts greater than £250,000

£5.00

Account transaction fees will
apply.

Other Incoming Payments

- Payments originated from other banks not received via FPS/CHAPS
- The unique identifiers⁽¹⁾ are a valid 23-85-90 NSC and account number or BIC and IBAN
- Funds are credited to the receiver's account on the value date requested subject to our International Payment cut-off times, available on www.aib.ie

£5.00
Account Transaction fees will
apply.

UK Direct Debit

- A Direct Debit is a Sterling payment within the UK debited from your account on the basis of instructions initiated by the payee with your consent.

- For details please refer to the section in this booklet entitled Schedule of Transaction Fees and Charges applicable to the operation of Sterling Current Accounts.

UK Standing Order

- Allows you to transfer Sterling funds on a regular basis to third party Accounts within the UK. Frequency supported: – weekly, fortnightly, monthly, quarterly or annually. A standing order may only be made to a maximum value of £100,000.
- Instructions in accordance with the mandate must be provided to Account Holding Branch.
- The required Unique Identifier⁽¹⁾ for the receiver's account is a valid UK National Sorting Code (NSC – 6 digits) and valid beneficiary account number (8 digits) that is reachable through FPS.
- Execution time is a minimum of same day and a maximum of next Business Day⁽²⁾ (value).
- A Standing Order may be cancelled in writing up to 3.00pm on the day preceding the requested date of execution.
- Sender's message for the Receiver option available (Maximum 18 characters).

- For details please refer to the section in this booklet entitled Schedule of Transaction Fees and Charges applicable to the operation of Sterling Current Accounts
Account transaction fees will apply

Please Note: Please ensure you have sufficient cleared funds in your Account by close of business on the day prior to the Standing Order due date, otherwise Standing Order Payments may not be made, and an unpaid charge may be applied.

Footnote

(1) The Unique Identifier is 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).

(2) AIB's maximum execution timeframes for payments represent the maximum execution cycle permitted by law for payments in EEA currencies within the EEA. The actual execution timeframes are more likely to be reflected by the minimum execution cycles indicated above.

Allied Irish Banks, p.l.c.,

St Helens,
1 Undershaft,
London EC3A 8AB
NSC 23-85-90

Sterling Current Account Terms and Conditions

The use of your Account is governed by the following Terms and Conditions:

Definitions

In these Conditions:

Account means any business and personal Sterling Current account on NSC 23-85-90 opened by you with us.

Agreement means these 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 Channel terms and conditions, 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.

Account Transfer FX means: (i) a transfer of funds to or from your Account (as defined above) from or to any other Account you have with us in the Republic of Ireland, or (ii) where you have more than one 23-85-90 Account, a transfer of funds between those Accounts.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in the UK 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.

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.

CHAPS (Clearing House Automated Payment System) Payments are transfers of funds between two bank accounts using the CHAPS Clearing House mechanism.

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.

Consumer means a natural person who is acting for purposes other than his/her trade, business or profession.

Customer Service Unit means Allied Irish Banks, p.l.c., Customer Service Unit, telephone (01) 6115210 (+353 1 6115210 from abroad).

Currency Account Services means Allied Irish Banks, p.l.c., Currency Account Services, Payment Operations, 3rd Floor, 1 Adelaide Road, Dublin 2, Ireland.

Direct Debit means a service (subject to the UK Direct Debit Scheme Rules) for making Sterling payments within UK from the payer's account which are initiated by the payee on the basis of the payer's consent (whether given by the payer to the payer's bank or to the payee or to the payee's bank).

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

Fees Booklets means the current editions of our booklets 'A Guide to Sterling Current Accounts' and our 'Schedule of International Transaction Charges' as issued from time to time.

Faster Payments Service (FPS) payments are transfers of funds between two bank accounts using the Faster Payments clearing scheme for electronic payments in the UK.

Incoming UK Interbank Payment for the purposes of this account means a payment from an account within the UK in Sterling.

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

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

Micro-Enterprise means an enterprise which, at time at which the contract for payment services is entered into, is an enterprise as defined in Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC(c); the definition of micro enterprise, as per the referenced document, is 'an enterprise which employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed EUR 2 million'.

Payment Services Directive or **PSD** mean Directive 2007/64/EC relating to payment services as amended or replaced from time to time.

Payment Services Regulations or **PSR** mean statutory instrument S.I. 209(2009) which implemented PSD in the UK.

Standing Order means an instruction from you to us to pay a specified Sterling amount from your Account on specified dates to a specified payee within the United Kingdom and where the payee account is held with a bank reachable through the Faster Payments Service. A standing order may only be made to a maximum value of £100,000.

Sterling or £ means the lawful currency for the time being of the United Kingdom.

Third Party Transfer FX means: (i) a transfer of funds from your Account to any account another person has with us in the Republic of Ireland, or (ii) any Sterling Current Account another person has with us on NSC 23-85-90.

UK means the United Kingdom of Great Britain and Northern Ireland.

UK Direct Debit Scheme Rules means the Service User's Guide and Rules to the Direct Debit scheme from time to time in force. Details of these scheme rules are available on www.bacs.co.uk

UK Payment means a UK Interbank Payment, Standing Order or Direct Debit.

UK Interbank Payment means a payment to and/or from an account within the UK in Sterling, excluding Standing Orders or Direct Debits.

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).

Any reference in these Conditions to "**you**" and "**your**" includes your personal representatives and successors and, where appropriate, includes any Joint Account Holder 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 559, Dame St., Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Terms and Conditions

1. Interpretation

- 1.1 Unless otherwise specified by us these Conditions apply to all business and personal sterling current accounts on NSC 23-85-90 offered by us.
- 1.2 These Conditions constitute the main terms and conditions applicable to your Account but they do not cover every possible situation that may 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 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from our Customer Service Unit on (01) 6115210 (+353 1 6115210 from abroad) or online at www.aib.ie.
- 1.8 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 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 Business Sterling Current Accounts are generally only available to business customers resident, trading and incorporated or established within the Republic of Ireland. Personal Sterling Current Accounts are only available to personal customers resident in the Republic of Ireland.
- 2.3 We reserve the right not to open an Account.

3. Operating your Account

- 3.1 You must at all times operate your Account in credit unless we have agreed to provide you with an overdraft facility. New overdraft facilities are available to business customers only. If we agree to provide you with an overdraft facility on an account where one is available, additional terms and conditions relating to overdrafts will apply. We will give you a copy of these when we approve your overdraft.
- 3.2 We may dishonour any item on your Account, which would have the effect of overdrawing your Account where no sanctioned overdraft facility exists or would have the effect of overdrawing your Account in excess of any approved overdraft facility. If, at our discretion, we honour any such items, this will not give rise to any obligation on us to pay any items on your Account on any subsequent occasion.
- 3.3 We may, at any time, demand repayment in full of any overdrawn balance together with accrued interest and all other related charges on your Account.
- 3.4 We will issue Account statements to you monthly, or at another frequency if requested by you. Statements will be provided by post. Each statement will contain information on all payments and lodgements on your Account for the period covered by the statement. A separate payment advice for certain UK Interbank Payments may also be provided.
- 3.5 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. You should notify us through our Customer Service Unit, who may request written confirmation of such notification.
- 3.6 You must promptly inform Currency Account Services in writing of any change in your name, or your address, telephone number or other contact details.

- 3.7 You must ensure that arrangements for receiving mail and fax at your address are secure. Failure to comply with this Condition may result in you being liable for any misuse of your Account or any cheques issued in connection with your Account.
- 3.8 You must take all reasonable care that cheque books issued in connection with your Account are not misused, lost or stolen.
- 3.9 Any cheque books issued in connection with your Account will at all times remain our property and must be returned on demand. Cheques drawn on your Account will at all times remain our property.
- 3.10 If any cheque book issued in connection with your Account is lost or stolen, you must immediately tell us as soon as you become aware of the loss.
- 3.11 You may authorise any third party to operate your Account in accordance with our procedures.
- 3.12 If an incorrect amount is debited or credited to your Account we may make any necessary correcting entry on your Account without the need for your approval.
- 3.13 If at any time you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use you should promptly inform our Customer Service Unit who may request written confirmation.

4. Lodgements

- 4.1 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.
- 4.2 Collectible Items marked 'account payee' may only be accepted for credit of the account of the payee.
- 4.3 We may accept Collectible Items payable to third parties as lodgements to your Account at our absolute discretion.
- 4.4 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, including items payable to third parties to your Account.
- 4.5 We do not allow direct cash lodgements (in any currency) for credit of your Account.
- 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 When we check your lodgements we will verify the amount actually contained therein. If this amount differs from the amount indicated by you, we will inform you of any discrepancy. The amount we find actually contained in the lodgement will be conclusive.
- 4.8 A lodgement will be credited to your Account with effect from the date of receipt of the lodgement at Currency Account Services. Until we process the items comprised in your lodgement, they are held by us at your risk.
- 4.9 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 applicable cut off will be deemed to have been received by us on the next Business Day. The applicable cut off times are specified in the Payment Services section of our brochure 'A Guide to Sterling Current Accounts' available through our Customer Service Unit or online at www.aib.ie
- 4.10 In respect of a company customer, notwithstanding the convening of a meeting to consider a resolution for the winding up of the company, the Bank may continue to accept lodgements to an account in reduction of any debit balance or the debt of the company until such time as a liquidator is appointed.

5. General provisions relating to payments 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 may make payments from your Account by any means approved by us in connection with your Account. This may include: UK Interbank Payments, Account Transfer FX and Third Party Transfer FX and by such other means of payment which we may from time to time permit.
- 5.3 You must authorise a transaction by:
 - 5.3.1 completing an instruction form issued by us or provide us with written instructions in another 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
 - 5.3.2 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 such other Channels as we may make available from time to time.
- 5.4 Further details of our payment services, and the timescales, charges, procedures and limits involved are contained in our standard application forms and in our Fees Booklets which are available from our Customer Service Unit or online at www.aib.ie
- 5.5 We do not allow direct cash withdrawals (in any currency) from your Account.
- 5.6 Business Customers – You should ensure that at all times the available cleared balance on your Account is sufficient to meet all payments, or, if an overdraft facility has been agreed on your Account, that payments do not cause the cleared balance to exceed the authorised overdraft limit. Your "cleared balance" is the amount in your Account that you can draw against without incurring interest on uncleared balances, see Condition 11.6 below. Unless otherwise agreed by us, you may not make payments from your Account in reliance on the balance in another account.
 - 5.6.1 Personal Customers - You should ensure that at all times the available cleared balance on your Account is sufficient to meet all payments, or, if an arranged overdraft facility has been agreed on your Account, that payments do not cause the cleared balance to exceed the arranged overdraft limit. Your "cleared balance" is the amount in your Account that you can draw against without incurring unarranged borrowing fees. Unless

otherwise agreed by us, you may not make payments from your Account in reliance on the balance in another account.

- 5.7 Business Customers – Where the available cleared balance on your Account is insufficient or you exceed your authorised overdraft limit but we nonetheless allow the payment, you will be liable to pay referral charges, debit interest and surcharge 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. If we do not allow the payment, you will be liable to pay unpaid item charges on items returned. For details of these charges and how to mitigate against them please refer to our Fees Booklets which are available from our Customer Service Unit and online at www.aib.ie. For details of debit interest and surcharge interest see Condition 11 below.
- 5.7.1 Personal Customers – Where the available cleared balance on your Account is insufficient or you exceed your arranged overdraft limit but we nonetheless allow the payment, you will be liable to an unarranged borrowing fee. This will not commit us to paying any further items to such an amount in the future no matter how frequently we do it. If we do not allow the payment, you will be liable to pay unpaid item charges on items returned. For details of these charges and how to mitigate against them please refer to our Fees Booklets which are available from our Customer Service Unit and online at www.aib.ie.
- 5.8 Where there are insufficient funds to meet all of that day's transactions, we may prioritise the payments in such order as we think fit including prioritising any loan repayments or other amounts due that day to us.
- 5.9 We may cancel a Direct Debit or Standing Order instruction if sufficient funds are not available when payment is requested or due.
- 5.10 Where signing instructions are not provided to us in respect of a Direct Debit, we will, in accordance with applicable scheme rules, rely on the instructions received from the payee's bank in order to make a payment.
- 5.11 You must not use your Account for illegal purposes. We may refuse to execute a transaction if we have reason to believe the Account is being used or attempts are being made to use the Account illegally. Please see Condition 5.13 for more details about our right to refuse transactions.
- 5.12 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 or the relevant Standing Order or Direct Debit instruction:
- 5.12.1 In the case of a payment to another bank account these will also include providing all necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified.
- 5.12.2 Details of Unique Identifiers required for payments are specified in the Payment Services section of the brochure – A Guide to Sterling Current Accounts – which is available from our Customer Service Unit or online at www.aib.ie
- 5.12.3 You are solely responsible for the accuracy of each payment instruction. 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 National Sorting Code NSC or BIC details do not match) we shall not be liable for acting in accordance with any part of those instructions.
- 5.13 We may refuse to execute a transaction if:
- 5.13.1 you or your authorised signatory or authorised user have not authorised the transaction in accordance with Condition 5.3.
- 5.13.2 you or your authorised signatory or authorised user have not duly completed and authorised all applicable payment instructions or we have not otherwise received instructions on your behalf in accordance with any applicable Direct Debit scheme or other procedure;
- 5.13.3 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
- 5.13.4 you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;
- 5.13.5 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 to execute the transaction;
- 5.13.6 any of the circumstances specified in Condition 13.1; or
- 5.13.7 you attempt to make any transaction after we have sent you notice of termination under 13.1.
- If we do not accept a payment instruction in respect of a payment that is subject to the PSR (this would exclude for example Collectible Items) we will notify you of this within the maximum execution timeframes set out or referred to in these Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.
- 5.14 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.
- 5.15 Subject to Conditions 5.15.1 - 5.15.3, payment instructions once received by us for execution, are irrevocable. For example, a UK Interbank Payment or an online payment cannot be cancelled or amended.
- 5.15.1 Direct Debits on your Account may be revoked by you at the latest by the end of the Business Day preceding the day agreed for debiting the funds. Direct Debits may only be revoked after this stage with the agreement of the payer, the Bank and the payee. You must provide your revocation in writing to your branch signed in accordance with the mandate held by us on your account.
- 5.15.2 You may cancel a Standing Order mandate by giving written instructions to your branch up to the end of the Business Day prior to the payment due date.

- 5.15.3 You may cancel or amend an individual payment under a Standing Order by giving written instructions to your branch up to the end of the Business Day preceding the payment due date.
- Cancellations and amendments must be signed in accordance with the mandate held by us on your account.
- 5.16 You must notify us without undue delay if you become aware of any unauthorised or incorrectly executed payment from your Account. We will consider whether there has been undue delay in accordance with Condition 8.
- 5.17 If you are issued with a cheque book for use in connection with your Account, the following additional terms and conditions apply:
- 5.17.1 on receipt of a cheque book, you must ensure that you have received the correct cheque book.
 - 5.17.2 you may only write cheques in the currency of your Account.
 - 5.17.3 you must take all reasonable care in writing cheques so as to prevent alterations or forgeries. You may be liable for the amount of these cheques if you have not taken reasonable care. Any alterations on a cheque made by you must be initialled by you.
 - 5.17.4 you must inform us immediately of the loss or theft of a cheque or cheque book or if you suspect that a cheque has been forged.
 - 5.17.5 we may pay post dated cheques if they are presented before their due date.
 - 5.17.6 if we are presented with a cheque which is more than six months old, we have no obligation to pay it, but we may in our absolute discretion agree to do so.
 - 5.17.7 if you want to stop a cheque, you must contact the Customer Service Unit by telephone and immediately confirm your instructions in writing. A cheque can be stopped provided that the cheque has not been presented and paid from your Account. A separate fee will be charged for the administration of this transaction.
 - 5.17.8 we have no obligation to establish the identity of the payee of a cheque presented to us for payment, provided that your name, account number and signature are consistent with the current signing instructions for your Account.
- 5.18 If you propose to have cheque books specially printed you must ensure the following:
- 5.18.1 cheque books are printed by an Association for Payment Clearing Services (APACS) approved printer.
 - 5.18.2 prior to the printing of such cheque books, you must furnish a proof copy of a proposed cheque format for approval by us in writing.

6. The application of foreign exchange rates to transactions

- 6.1 Any Account Transfer FX or Third party Transfer FX from your Account to a payee's account in a currency other than Sterling, will require a currency conversion using a foreign exchange rate.
- 6.2 If you wish to effect an Account Transfer FX or Third party Transfer FX transaction that requires a currency conversion into euro, the exchange rate used for such transactions against the euro will be:
- 6.2.1 for amounts up to and including our standard exchange rate threshold value, our applicable standard exchange rate against the euro on the Business Day on which the instruction is deemed to have been received by us; and
 - 6.2.2 for amounts over our standard exchange rate threshold value, an exchange rate negotiated with you on the Business Day on which the instruction is deemed to have been received by us. In the case of amounts up to and including our standard exchange rate threshold value we reserve the right to process payments, deemed (in accordance with Condition 7.1.1 of these Conditions) to have been received on the Business Day following actual receipt, on the actual Business Day of receipt and to apply the standard exchange rate applying on the actual Business Day of receipt to the payment. Standard exchange rates used for converting Payment transactions in foreign currency against the euro are available to view online at www.aib.ie any Business Day or upon request from the Customer Service Unit. In addition, standard exchange rates against the euro applicable to currency payments submitted online are available through the relevant online Channel. These variable exchange rates are subject to change at any time.
- 6.3 Any transaction in respect of conversions of an Account Transfer FX and Third party Transfer FX between a foreign currency (excluding euro) and Sterling can be calculated as follows:
- Determine AIB's standard outgoing payment exchange rate against the euro for the currency you are paying away.
Determine AIB's standard incoming payment exchange rate for Sterling against the euro. Divide the numerically larger exchange rate by the numerically smaller exchange rate to calculate the actual currency exchange rate.
- 6.4 Negotiated exchange rates are normally agreed on the Business Day on which a payment is deemed to have been received by us. In cases where a negotiated rate has been agreed in advance of the delivery of a payment instruction to us, you must provide the details of the rate and reference. In the case of an Account Transfer FX or Third Party Transfer FX this should be quoted on the paper application form. For Account Transfer FX or Third Party Transfer FX payments submitted to the bank electronically please refer to our relevant Channel terms and conditions.

Warning: Any pre-agreed exchange rate is a legally binding agreement with you to complete the respective foreign exchange payment transaction. If you need to cancel an agreed rate you should advise us immediately. You may be liable for any losses incurred 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 those circumstances.

- 6.5 Our standard exchange rate threshold is subject to change from time to time. The current threshold value is available from our Customer Service Unit or online at www.aib.ie

7. Time periods for payments and lodgements

- 7.1 Our ability to execute a payment instruction within the applicable maximum execution time is dependent on our receiving the relevant instruction before the applicable cut-off. Applicable cut-off times are as follows:
- 7.1.1 The cut off times for receipt of instructions are specified on our paper payment application forms, this brochure under Payments Services section and for payments initiated electronically are available from the relevant Channels. Payment instructions received after these cut-off times will be deemed to have been received on

the next Business Day although we reserve the right to process instructions for payments received after the applicable cut-off time on the actual day of receipt.

- 7.1.2 Applicable cut-off times for incoming payments are available from our Customer Service Unit or online at www.aib.ie
- 7.1.3 In the case of a new Standing Order instruction we must receive and accept your written instructions at least four Business Days prior to the due date of the first payment.
- 7.2 We will ensure that each payment (other than Collectible Items) in Sterling to an account within the UK ("UK Payment") that you instruct us (in a manner which is in compliance with the applicable procedures) to make and which we accept for execution is credited to the account of the payee's bank within the following timeframes:
 - 7.2.1 for all UK Interbank payments, Account Transfers FX, Third Party Transfers FX and Standing Orders a minimum of same Business Day and a maximum of next Business Day. These timeframes may be extended by one Business Day where the payment is not initiated electronically.

8. Our liability to you

Liability generally

- 8.1 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. If you are a Consumer, in particular we will not be liable for any reasonably foreseeable losses arising from increased costs or expenses, or from any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage. If you are a business customer, 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 whatever.
- 8.2 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment. Where we provide you with services which are not subject to the Payment Service Regulations (PSR) 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.
- 8.3 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.

Unauthorised payments

- 8.4 Notwithstanding Condition 8.1, we will in accordance with our obligations under the PSR and subject as hereafter mentioned, refund to you the amount of any payment debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in, had the transaction not taken place. However this Condition 8.4 only applies where:
 - 8.4.1 you are a Consumer or a Micro-Enterprise and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was in euro or the currency of a Member State of the EEA outside the euro area.
 - 8.4.2 If the unauthorised payment resulted from the loss or theft of any security device or procedures or your failure to keep personalised security features safe you will be liable for the first £50 of loss suffered by you. Details of the relevant security features and their terms of use are detailed in the relevant terms and conditions applicable to each of our Channels.
 - 8.4.3 We will have no liability for any loss suffered by you where you:
 - (a) have acted fraudulently;
 - (b) have intentionally, or because of your gross negligence, not used or failed to keep safe any security device or procedure in accordance with the terms and conditions applicable to it; and/or
 - (c) have intentionally, or because of your gross negligence, failed to notify us of the loss, theft or misappropriation of any security device or procedure without undue delay.
 - 8.4.4 If there is undue delay on your part in notifying us of the unauthorised payment, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement or payment advice detailing the relevant debit to your Account. In any event a failure to notify us within 13 months of the payment being debited to your Account will always amount to undue delay.

Incorrectly executed and non executed payments

- 8.5 Notwithstanding Condition 8.1, we will in accordance with our obligations under the PSR and subject as hereafter mentioned, be liable to you for the correct execution of any instruction to make a payment from your Account properly given by you to us in accordance with the requirements of these Conditions. However, this Condition 8.5 only applies:
 - 8.5.1 where you are a Consumer or a Micro-Enterprise and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a Member State of the EEA outside the euro area.
 - 8.5.2 where you provided us with the correct Unique Identifiers for the payment in question;
 - 8.5.3 where there is no undue delay on your part in notifying us of the incorrect or non executed payment. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days of the relevant account statement or payment advice. In any event a failure to notify us within 13 months of the incorrect payment will always amount to undue delay.
 - 8.5.4 where none of the events detailed in Condition 20.1 prevented us from making the payment.

- 8.6 We shall have no liability to you under this Condition where we can prove to you and, where relevant, the payee's bank, that the payment was received by the payee's bank within the applicable timeframe.
- 8.7 When we are liable under this Condition we will refund to you, without undue delay, the amount of the non-executed or incorrectly executed payments that we have debited to your Account. Furthermore, where applicable we shall restore your Account to the position it would have been in had the non-executed or incorrectly executed payment not taken place.
- 8.8 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. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit your Account with our charges or any fees levied or sought from us by any other banks involved in investigating the payment.
- 8.9 For the avoidance of doubt, we will be liable to you as payee or payer for any charges for which we are responsible and any interest levied by us to which you are subject as a result of our non-execution or defective execution of a payment.

Incorrectly executed and non executed Direct Debits

- 8.10 We will refund to you, within ten Business Days of your request, any amount debited to your Account by means of a Direct Debit if:
 - 8.10.1 you are a Consumer or a Micro-Enterprise and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a Member State of the EEA outside the euro area.
 - 8.10.2 we receive the refund request within eight weeks of the amount being debited to your Account; and
 - 8.10.3 in the case of a Direct Debit you are a Consumer or Micro-Enterprise and can show us that (i) the amount so debited exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, and (ii) you were not notified by us or the payee of such amount at least four weeks before the due date.
- 8.11 If you make a claim for such a refund, you must provide to us all relevant information requested by us and for the purpose of computing the ten Business Day period referred to in the opening paragraph of this Condition, your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund we will advise you of our reasons. If you are not satisfied with our reasons you may make a complaint in accordance with the complaint procedures outlined in Condition 22.
- 8.12 For the avoidance of doubt, we will be liable to you as payee or payer for any charges for which we are responsible and any interest levied by us to which you are subject as a result of our non-execution or defective execution of a payment.

9. Joint Account/Partnership Account

Where your Account is a Joint Account the following applies:

- 9.1 Payments from a Joint Account will only be made in accordance with the latest instructions governing the operation of your 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.
- 9.2 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 debts arising from withdrawals by any party to the Joint Account made in accordance with the latest signing instructions.
- 9.3 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.
- 9.4 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.
- 9.5 Joint Account Holders may authorise any third party to operate the Joint Account in accordance with our procedures.
- 9.6 Notwithstanding any dispute between Joint Account Holders, we will continue to rely on the existing signing instructions unless and until we receive new written instructions from the Joint Account Holders.
- 9.7 If a Joint Account is an account of a partnership then notwithstanding any change in the constitution or name of the partnership or any change in the membership of the partnership by reason of the death, insolvency, retirement, disability or otherwise of any partner or the admission of any new partner or partners we may in the absence of written notice to the contrary from all remaining partners in the partnership or from the executors, personal representatives or trustees of the outgoing partner:
 - 9.7.1 treat the surviving or continuing partners or partner for the time being of the partnership as having full power to carry on the business of the partnership and to deal with its assets as freely as if there had been no change in the partnership; and
 - 9.7.2 in lieu of ruling the partnership's Account(s) and notwithstanding that the said Account(s) shall be overdrawn at the time, allow such Account(s) to continue to be operated as if such change of membership had not occurred; and
 - 9.7.3 account to the partners for the time being, and exercise any right of set off, as if there had been no such change.

10. Fees and Charges

- 10.1 Fees and Charges applicable to the use of your Account, are contained in this Booklet (A Guide to Sterling Current Accounts). Additional copies of our Fees Booklets are available by contacting our Customer Service Unit or online at www.aib.ie
- 10.2 Business Customers – such fees and charges will be debited to your Account quarterly in March, June, September and December or such other dates as we may from time to time designate, and upon closure of your Account. We will advise you at least ten Business Days before they are charged and provide you with a breakdown of the amount being charged.
- 10.2.1 Personal Customers - such fees and charges will be debited to your Account Monthly or such other dates as we may from time to time designate, and upon closure of your Account. We will advise you at least ten Business Days before they are charged and provide you with a breakdown of the amount being charged.
- 10.3 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 16.
- 10.4 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. We may debit your Account even if it causes it to be overdrawn.

11. Interest – Business Customers

- 11.1 Details of our interest rates are available from our Customer Service Unit, on (01) 6115210 (or +353 1 6115210 from abroad). Unless we agree otherwise with you we may vary our interest rates at any time at our discretion.

Debit Interest

- 11.2 Your Account is not permitted to be overdrawn, without an approved overdraft limit being arranged, in which case this limit must not be exceeded.
- 11.3 You must pay interest ('debit interest') on any overdrawn balance on your account. The interest rate applied will be at the Bank of England's base rate, plus 5% margin as varied from time to time or such other rate as may have been agreed with you. Details of the current interest rates and surcharges are available from our Customer Service Unit, on (01) 6115210 (+353 1 6115210 from abroad).
- 11.4 We calculate debit interest each day on the daily overdrawn balance on your Account after allowing for items paid out and paid in. Debit interest is totalled and debited to your Account on a quarterly basis in January, April, July and October or such other dates as we may from time to time designate.
- 11.5 We will generally advise you at least ten Business Days before it is charged and provide you with a breakdown of the amount being charged. If your Account is closed, interest will be calculated and charged up to the date of closure.

Interest on Uncleared Balances

- 11.6 When you lodge Collectible 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. We call such items 'uncleared effects' until we have received value.
- 11.7 If you draw against 'uncleared effects' you may be liable to an uncleared interest charge. We calculate any uncleared interest each day at the applicable debit interest rate and charge it to your Account quarterly in accordance with Condition 12.4 and 12.5 above. Details are available in writing from us by contacting our Customer Service Unit.

Surcharge Interest

- 11.8 In addition to any debit interest that you pay, you will also be liable to pay surcharge interest if:
- 11.8.1 the overdrawn balance on your Account is in excess of your authorised overdraft facility, or
 - 11.8.2 your Account is overdrawn without prior written agreement, or
 - 11.8.3 there is an overdrawn balance after your overdraft facility has expired, or
 - 11.8.4 after the due date by which repayment has been demanded.
- 11.9 We calculate surcharge interest each day on the amount of the unauthorised overdraft for as long as it continues after allowing for items paid out and paid in. Surcharge interest is totalled on a quarterly basis in January, April, July and October or such other dates as we may from time to time designate, and is charged to your Account following at least ten Business Days prior notification to you. If your Account is closed, interest will be calculated and charged up to the date of closure.
- 11.10 Surcharge interest is variable (minimum Sterling £2.00 per month). Queries in relation to surcharge interest should be referred to our Customer Service Unit.

Credit Interest

- 11.11 We do not pay interest on credit balances on your Account.

Set Off Interest

- 11.12 We do not offer set off interest facilities on your account.

12. Interest – Personal Customers

- 12.1 Details of our interest rates are available from our Customer Service Unit, on (01) 6115210 (or +353 1 6115210 from abroad). Unless we agree otherwise with you we may vary our interest rates at any time at our discretion.

Debit Interest

- 12.2 Your Account is not permitted to be overdrawn, without an approved overdraft limit being arranged, in which case this limit must not be exceeded.
- 12.3 You must pay interest ('debit interest') for arranged overdrafts on any debit balance between £200.00 and your arranged overdraft limit. The interest rate applied will be at the Bank of England's base rate, plus 5% margin as varied from time to time or such other rate as may have been agreed with you. Details of the current interest rates and surcharges are available from our Customer Service Unit, on (01) 6115210 (+353 1 6115210 from abroad).
- 12.4 We calculate debit interest each day after allowing for items paid out and paid in. Debit interest is totalled and debited to your Account monthly or such other dates as we may from time to time designate.
- 12.5 We will generally advise you at least ten Business Days before it is charged and provide you with a breakdown of the amount being charged. If your Account is closed, interest will be calculated and charged up to the date of closure.

Credit Interest

- 12.6 We do not pay interest on credit balances on your Account.

Set Off Interest

- 12.7 We do not offer set off interest facilities on your account.

13. Closure of Account

- 13.1 We can close or suspend your Account immediately in any of the following circumstances:
 - 13.1.1 if you are adjudicated bankrupt under Irish law, UK law or where 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 agreement with your creditors;
 - 13.1.2 in respect of a company customer, if a petition is presented for winding up or for the appointment of an examiner, if a meeting is convened for the purpose of considering a resolution or a resolution is passed for the winding up of the company, or the appointment of a receiver;
 - 13.1.3 if you cease trading;
 - 13.1.4 if you are no longer, in our opinion, able to manage your financial affairs;
 - 13.1.5 if you die;
 - 13.1.6 if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
 - 13.1.7 if you commit any serious, or repeated breach, of these Conditions;
 - 13.1.8 if you are in breach of any other agreement with us;
 - 13.1.9 if we must do so in order to comply with any law;
 - 13.1.10 if you are using your Account for any unlawful or other inappropriate purpose;If we take such action we will immediately give you notice in writing that we have done so.
We may also close your account at any time by giving you two month's prior written notice.
- 13.2 Where we consider that your Account has become inactive we may close it by giving you at least two months 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.
- 13.3 We may give notice of our intention to close your account in writing sent by post to the address you have last provided to us or delivered by any other means permitted under these terms and conditions or by law.
- 13.4 You may close your Account at any time by written instruction to Currency Account Services.
- 13.5 If your Account is closed, you must immediately pay all sums owing on your Account (including making allowance for items not yet presented) and return all cheque books issued in respect of it. Interest, fees and charges will be charged up to the date of closure.
- 13.6 Notwithstanding any closure of your Account, you will remain liable for any amounts paid from your Account in accordance with these Conditions.

14. Death or other incapacity

- 14.1 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.
- 14.2 If we receive notice of your incapacity or death or bankruptcy or liquidation, we will return cheques presented for payment on your Account unpaid.
If the Account is a Joint Account, we will not pay a cheque signed only by the deceased Joint Account Holder, unless each surviving Joint Account Holder gives his or her consent.

15. 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.

16. Variation of the Conditions

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

- 16.2 We may alter these Conditions from time to time. We will make changes to these Conditions to take into account 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. 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.
- 16.3 Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions.
- 16.4 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 displayed prominently at our branches, 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.
- 16.5 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.

17. 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.

18. Currency

The currency of your Account will be Sterling.

19. Data Protection

- 19.1 We will comply with our obligations under the Data Protection Act 1998 and any analogous legislation as regards relevant data in our possession relating to you. Subject to you paying any applicable fee, you have the right under this Act to obtain a copy of the personal data we hold about you.
- 19.2 You agree that we may hold and process information about you for the purposes of operating your Account and can disclose such information to other AIB group companies and any other third parties or agents involved directly or indirectly in the provision of such services.
- 19.3 Some payments are made by us via the Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT). 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. Therefore, any information you provide to us in order to effect a payment instruction could potentially be disclosed to the US authorities, and by instructing us to execute a payment instruction, you are implicitly giving your consent to such a disclosure. We reserve the right to amend this notice at any time and you should regularly check for any amendments.

20. General

- 20.1 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, inability to communicate with third parties, failure of any payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).
- 20.2 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.
- 20.3 You will be liable to indemnify us for any loss which we may incur arising out of any breach of these Conditions by you.
- 20.4 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.
- 20.5 When we provide you with details of the balance on your Account, however we make this available to you, it may include transactions that are still being processed such as cheques that are in the process of being cleared and so may be subject to change. It may not represent funds that are available for you to withdraw. We may also provide you with details of the available balance on your Account. This represents funds you are able to withdraw (subject to any restrictions on withdrawal).
- 20.6 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.
- 20.7 Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our obligations, either in the 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.
- 20.8 We will make all disclosures and provide all information required to the Irish Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulation.

21. Language

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

22. Complaints

In the event you wish to make a complaint with regard to your Sterling Current Account, you may do in the first instance by contacting your AIB branch, your Relationship Manager, Customer Service Unit on (01) 6115210 (+353 1 6115210 from abroad) or by writing to Allied Irish Banks, p.l.c., Customer Support Centre, Bankcentre, Ballsbridge, Dublin 4. We will handle your complaint in accordance with our standard complaints policy. This complaints policy is available on request. If you are still not satisfied you may be entitled to take your complaint to the Financial Ombudsman Service in the United Kingdom at www.financialombudsman.org.uk or Exchange Tower, London, E14 9SR, United Kingdom or the Financial Services Ombudsman in Ireland at www.financialombudsman.ie or 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

23. Contact details

23.1 If you wish to contact us you should contact our Customer Service Unit on (01) 6115210 (+353 1 6115210 from abroad) or write to Allied Irish Banks, p.l.c., Currency Account Services, Payment Operations, 3rd Floor, 1 Adelaide Road, Dublin 2, Ireland.

23.2 Subject to applicable law we may contact you by post, fax, phone, online or email or in person.

24. Larger Version

You can obtain a copy of these Conditions in a larger print by contacting our Customer Service Unit, telephone on (01) 6115210 (+353 1 6115210 from abroad)

25. Governing Law

The Agreement is governed by the laws of England and both you and we hereby submit to the non exclusive jurisdiction of the courts of England and Wales.

26. Application of these Conditions to Corporate Customers

For the avoidance of doubt, if you are not:

- a consumer;
- a micro-enterprise; or
- a charity with an annual income of less than £1 million, the following provisions of the Payment Service Regulations 2009 as amended and in force from time to time will not apply to your agreement with us:
Regulations 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 54(1), 55(2), 60, 62, 63, 64, 67, 75, 76 and 77.

To: Allied Irish Banks, p.l.c., (the 'Bank')

Customer Application to Open A Personal or Business 23-85-90 Sterling Current Account

(To open a 23-85-90 Sterling Current Account, please complete in BLOCK CAPITALS all applicable fields below)

I/We wish to open a 23-85-90 Sterling Current Account in accordance with the Terms and Conditions for 23-85-90 Sterling Current 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:

Insert AIB National Sort Code (NSC) and Account Number

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Purpose of Account:

Deposit Guarantee Scheme (DGS) Information

By signing this declaration, I/We acknowledge that I/We have been provided with, read and accept the Deposit Scheme - Depositor Information Sheet (see final page for details).

Signature	Date	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Date	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Cheque Book Required (Y/N) ☐

Customer Account Opening Request & Confirmation

- Request:** Please open a 23-85-90 Sterling Current Account at Allied Irish Banks, p.l.c., 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, 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 of the 23-85-90 Sterling Current Account.

Date: _____ day of _____ 20_____

Signature(s) of Customer (signed in accordance with Local Branch Account Mandate)

Name of Customer (printed)

Checklist to help you complete your application form
Have you completed?

- ☐ Your name or business name, and telephone number
- ☐ Your AIB NSC and Branch Account Number
- ☐ The Purpose of your account
- ☐ Cheque Book required (Y/N)
- ☐ Signed and dated the DGS Acknowledgment, and the Account Opening Request & 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 branch who will progress your application. Your Relationship Manager will let you know if we require additional documentation before we can open your account.

Allied Irish Banks, p.l.c. Registered Office: Bankcentre, Ballsbridge, Dublin 4. Registered in Ireland, No. 24173. Directors' names and particulars are available at the company's registered office and on the AIB Group website.

Terms & Conditions apply

Allied Irish Banks, p.l.c. is authorised by the Central Bank of Ireland

Data Protection Notice – Use of Information

How we use your information at AIB

In this Notice, we explain how we collect information about you, how we use it and how you can interact with us about it.

Who We Are

When we talk about “AIB”, or “us” or “we” in this Notice, we are referring to Allied Irish Banks, p.l.c. and its subsidiaries, affiliates and their respective parent and subsidiary companies (“AIB Group”). We will share information about you within AIB Group.

How We Collect Information about You and Your Consent

We collect personal information, for example when you open an account; make a deposit; apply for a loan; use your credit or debit card; or look for advice about your investments. We will also collect information from others, such as credit bureaus (like the Irish Credit Bureau), or through our website, apps, social media sites, community based discussion forums and CCTV footage. We will sometimes record phone conversations to improve security, resolve complaints, improve service and train our people. We will always let you know when we are recording our calls with you.

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. They help us make the site work better for you. You can find out more about cookies, including how to disable them on www.aib.ie. We also use cloud technology to store data including your information, to support our infrastructure and to deliver you real time personalised offers.

By using our products and services, or asking about them directly or online, you are consenting to us collecting and using your information in the ways we explain in this notice and any future versions of it.

How We Keep Your Information Safe

We know that you care about how information about you is used, stored and shared. We appreciate your trust in us to do that. To protect your information we use security measures that comply with Irish law and meet international standards. This includes computer safeguards and secure files and buildings.

What We Use Your Information For

Offering and Managing Your AIB Products and Services

We gather information about you and the products and services you use, or ask us about. We use this information to:

- make recommendations about the products or services you hold with us,
- decide how the products and services you don’t yet hold might be suitable for you, and
- decide to offer these to you, the terms and conditions under which we offer them and how we will offer them to you, for example directly or through digital media.

Developing Our Relationship – Marketing and Customer Experience

We may use your information for direct marketing purposes, where you have given us permission to do so. We may make you aware of products and services which may be of interest to you. We may do this by phone, mail, email, text or through other digital media. You can decide how much direct marketing you want to accept, so we make it as easy as possible for you to change your direct marketing preferences, simply contact us directly online or by calling 1890 724 724.

We will also use the information we have gathered on you to personalise your experience on digital media such as websites, apps, ATMs, social media sites, mobiles and tablet devices. This may include giving you product and service content we believe might be of interest to you.

Data Analytics – Using Information in Our Business

We analyse the information that we collect and hold on you through channels such as social media networks (Facebook, Twitter, YouTube etc.). This helps us understand your behaviour, our relationship with you and also our position in a market place. Our analysis helps us to offer you products and services content we believe will be of interest to you.

Our Legal Obligations

We have legal obligations to prevent fraud, tax avoidance, money laundering and terrorist financing. These obligations mean we have to continually update our customer information. Often we have to share customer information with third party law enforcement agencies. Where false or misleading information is given to us, or we suspect criminal activity we will record this and tell the appropriate law enforcement agencies, which may be within and outside Ireland.

Your Information and Third Parties

We sometimes use other companies and individuals to work on our behalf or to give us information to help us make decisions.

For example to:

- analyse data;
- collect debts;
- trace information;
- process information; and
- conduct market research.

We contract with all third parties to whom we give your information for these purposes to keep your information confidential and to respect the law on data protection.

If at any time you would like to be removed from our market research database please let us know by writing to AIB, Office of the Director of Retail & Business Banking, Bankcentre, Ballsbridge, Dublin 4.

We use credit reference agencies to check your credit history, your debts, how you operate your accounts and to verify your identity. The credit reference agencies record these searches, whether we offer you credit or not. We give them information about the products and services you hold with us and we keep them updated about how well you repay credit. We do this so that we can make decisions about offering credit and carry out credit reviews. We may use credit scoring techniques and automated decision making systems to either fully or partially assess your application.

Accessing and Managing Your Information

We try to make sure that the information we have about you is accurate and up-to-date. Sometimes we may ask you to verify that the information we have remains accurate. If your information changes or you believe we have information which is inaccurate or not up-to-date please let us know and we will change it.

Under the Data Protection Acts you have the right to see the personal information we hold about you. We will charge you €6.35 for this. To get a copy of this information, write to your local AIB branch or to the SARS Unit, 4th Floor, 1 Adelaide Road, Dublin 2.

Deposit Guarantee Scheme

Depositor Information Sheet



Basic information about the protection of your eligible deposits

Eligible deposits in Allied Irish Banks, p.l.c. are protected by:	the Deposit Guarantee Scheme ("DGS") ⁽¹⁾
Limit of protection:	€100,000 per depositor per credit institution ⁽²⁾
If you have more eligible deposits at the same credit institution:	All your eligible deposits at the same credit institution are 'aggregated' and the total is subject to the limit of €100,000 ⁽²⁾
If you have a joint account with other person(s):	The limit of €100,000 applies to each depositor separately ⁽³⁾
Reimbursement period in case of credit institution's failure:	20 working days ⁽⁴⁾
Currency of reimbursement:	Euro
To contact Allied Irish Banks, p.l.c. for enquiries relating to your account:	Allied Irish Banks, p.l.c., Bankcentre, Ballsbridge, Dublin 4 Tel: 0818 227 060 www.aib.ie
To contact the DGS for further information on compensation:	Deposit Guarantee Scheme, Central Bank of Ireland, PO Box 11517, Spencer Dock, North Wall Quay, Dublin 1 Tel: 1890-777777 Email: info@depositguarantee.ie
More information:	www.depositguarantee.ie

Additional information

(1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory deposit guarantee scheme. If insolvency should occur, your eligible deposits would be repaid up to €100,000.

(2) General limit of protection

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the DGS. This repayment covers at maximum €100,000 per person per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

(3) Limit of protection for joint accounts

In case of joint accounts, the limit of €100,000 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 €100,000.

(4) Reimbursement

The responsible deposit guarantee scheme is: Deposit Guarantee Scheme, Central Bank of Ireland, PO Box 11517, Spencer Dock, North Wall Quay, Dublin 1.

Tel: 1890-777777. Email: info@depositguarantee.ie. Website: www.depositguarantee.ie.

It will repay your eligible deposits (up to €100,000) 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 days from 1 January 2024 onwards, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within five working days of a request. Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines, you should contact the deposit guarantee scheme.

(5) Temporary high balances

In some cases eligible deposits which are categorised as "temporary high balances" are protected above €100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- certain transactions relating to the purchase, sale or equity release by the depositor in relation to a private residential property;
- sums paid to the depositor in respect of insurance benefits, personal injuries, disability and incapacity benefits, wrongful conviction, unfair dismissal, redundancy, and retirement benefits;
- the depositor's marriage, judicial separation, dissolution of civil partnership, and divorce;
- sums paid to the depositor in respect of benefits payable on death; claims for compensation in respect of a person's death or a legacy or distribution from the estate of a deceased person.

More information can be obtained at www.depositguarantee.ie

(6) Exclusions

A deposit is excluded from protection if:

- The depositor and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements.
- The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- It is a deposit made by a depositor which is one of the following:
 - credit institution
 - financial institution
 - investment firm
 - insurance undertaking
 - reinsurance undertaking
 - collective investment undertaking
 - pension or retirement fund (Deposits by Small Self Administered Pension Schemes are not excluded)
 - public authority

Further information about exclusions can be obtained at www.depositguarantee.ie

Other important information

In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are eligible, the credit institution shall also confirm this on the statement of account.

