

Terms and Conditions for Current, Demand Deposit and Masterplan Accounts

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

March 2017



Definitions

In these Conditions:

Account means any current account, demand deposit account and/or Masterplan account opened by you with us.

Agreement means these Conditions, all mandates and other signing instructions that you give us, directly or where permitted through a third party, in respect of your Account from time to time, all applicable Fees Booklets and schedules, all Channel terms and conditions, all Card 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.

Black List has the meaning given in clause 5.15.4.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in Ireland. In relation to execution timeframes for a payment to an account with another bank, it is also a day on which the Payee's payment service provider is open for business and a day on which the Target interbank payment system is operating. A Non-Business Day shall be construed accordingly.

Card means any card issued in connection with your Account.

Cash Machine means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions.

Channels means the methods by which you may access our various account services, these include, in person through our branches, authorised agents or sub-offices, by Cash Machines, by our internet banking services, by our telephone banking service and by such other means as we may from time to time make available.

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

Collection means the collection of a Direct Debit under the SEPA Scheme initiated by the Payee's payment service provider from a Payer's account.

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.

Credit Transfer which for the purpose of these Conditions includes a Standing Order, means a payment service for crediting a Payee's account with a payment transaction based on an instruction given by the Payer and which is executed in accordance with the SEPA Scheme Rules or otherwise in accordance with these Conditions.

Direct Debit means a payment service provided to you by us in accordance with the applicable Scheme Rules for making payments from a Payer's account to a Payee's account and which are initiated by the Payee on the basis of the Payer's consent and which includes Direct Debits under the SEPA Direct Debit Core Scheme and Direct Debits subject to the Irish Direct Debit Scheme Rules.

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

EPC means the European Payments Council.

Fees Booklets means the editions of our booklets "A Guide to Fees and Charges for Personal Accounts", "Business Fees and Charges" and "Schedule of International Transaction Charges" issued from time to time.

International Payment means any payment which is not a euro payment to an account in accordance with the relevant SEPA Scheme Rules or the Irish Direct Debit Scheme Rules.

Irish Direct Debit Scheme Rules means the rules of the Irish Retail Electronic Payments Clearing Company Limited relating to some national Direct Debits on the Account and to which Condition 5.14 applies. Direct Debits which are executed in accordance with these rules will be migrated to the SEPA Direct Debit Core Scheme by 1 February 2014.

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 is as defined in the Payment Services Regulations and essentially means an enterprise which at the time of the relevant contract, employs fewer than 10 people and whose annual turnover and/or annual balance sheet total does not exceed €2 million. This includes self-employed persons, family enterprises, partnerships and associations that are regularly engaged in an economic activity.

Payee means the person who receives a payment (and includes a Creditor or Beneficiary where those terms are used in Scheme Rules).

Payer means the person holding the account from which a payment is to be made (and includes a Debtor where that term is used in Scheme Rules).

Payment Services Regulations or PSR means the European Communities (Payment Services) Regulations 2009 as may be amended or replaced from time to time which transpose Directive 2007/64/EC (“PSD”) into Irish law.

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

Scheme Rules means, other than in the case of a Direct Debit to which the Irish Direct Debit Scheme Rules apply, the SEPA Scheme Rules which apply to the Account and/or in respect of the payment instruction in question.

SEPA means the Single Euro Payments Area as defined by the EPC as being the area where citizens, companies, and other economic actors will be able to make and receive payments in euro, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location with that area comprising those countries including Ireland which are listed in the official list of SEPA countries as published and updated or amended by the EPC from time to time.

SEPA Business Service is the industry interim service for business to business Collections (details of which are set out in the SEPA Business Service Operating Conditions prepared by the Irish Payments Services Organisation), whereby the Payer enters into an agreement with the Payee to waive their right to an 8 week refund. The service will be operated via the SEPA Scheme. A SEPA Business Service agreement between a Payee and Payer must be notified to us.

SEPA Mandate means the instruction required by the SEPA Direct Debit Core Scheme Rules to effect a Direct Debit in accordance with the relevant SEPA Scheme Rules as apply to the Account and the terms and conditions of which must be complied with by you.

SEPA Scheme means, as applicable, the SEPA Direct Debit Core Scheme and/or the SEPA Credit Transfer Scheme as amended and updated from time to time.

SEPA Scheme Rules means, as applicable, the SEPA Direct Debit Core Scheme Rules or the SEPA Credit Transfer Scheme Rules of the EPC as amended and updated from time to time.

SEPA Direct Debit Core Scheme means the EPC’s SEPA Direct Debit Core Scheme and the rulebook applicable to that scheme of the EPC as may be in force and amended from time to time and is available from the EPC website www.europeanpaymentscouncil.eu.

SEPA Credit Transfer Scheme means the EPC's Credit Transfer Scheme and the rulebook applicable to that scheme of the EPC as may be in force and amended from time to time and is available from the EPC website www.europeanpaymentscouncil.eu.

Standing Order means an instruction from you to us to pay a series of Credit Transfers in a specified amount from your Account on specified dates to a specified Payee.

Target means the Trans-European Automated Real-Time Gross Settlement Express Transfer 2 interbank payment system or any successor thereto.

Unique Identifier means a combination of letters, numbers or symbols used to identify unambiguously the Payer/Payee and/or their account and which will usually include the Payee's International Bank Account Number (IBAN) and the Bank Identification Code (BIC) of the Payee's payment service provider, or the ISO 20022 XML standard message, and which you will be required to provide to effect a payment instruction on the Account.

Important Information concerning Direct Debits on your Account

For a transitional period and up until 1 February 2014, there will be two Direct Debit Schemes operated by AIB.

Direct Debits which are already established on the Account as at the date of these terms and conditions and certain Direct Debits which are set up on the Account will be executed in accordance with the Irish Direct Debit Scheme Rules. Where applicable, the Irish Direct Debit Scheme Rules will continue to apply for a transitional period. On 1 February 2014 all Direct Debits will be subject to the SEPA Scheme Rules. No action is required by you. A copy of the Irish Direct Debit Scheme Rules is available at www.ipso.ie

Migration to the SEPA Direct Debit Core Scheme has already been commenced by AIB. Consequently, some existing Direct Debits as well as some domestic Direct Debits which you instruct us to set up on the Account before 1 February 2014 will be subject to the SEPA Direct Debit Core Scheme and SEPA Direct Debit Core Rulebook.

Any reference in these Conditions to “**you**” and “**your**” includes your personal representatives and successors and, where appropriate, includes any Joint Account Holder (see Condition 9) and any person authorised to act on your behalf.

Any reference to “**we**”, “**us**” and “**our**” means Allied Irish Banks, p.l.c. and includes our successors and assigns. Our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4.

We are regulated as a credit institution by the Central Bank of Ireland of PO Box No 559, Dame Street, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Terms and Conditions

1 Interpretation

- 1.1 Unless otherwise specified by us, these Conditions apply to all current accounts, demand deposit accounts and Masterplan accounts offered by us and subject to the variation provisions in Condition 17 shall continue to apply to your Account until it is closed.
- 1.2 These Conditions constitute the main terms and conditions applicable to your Account but they do not cover every possible situation that might arise. Where they do not cover a particular situation usual banking practice will apply.
- 1.3 In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.
- 1.4 In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.
- 1.5 Additional terms and conditions will apply to any other service or facility provided by us in connection with your Account, including any service or facility in respect of a Card. We will notify you of such additional terms and conditions where we consent to providing you with such services or facilities.

To the extent that there is any conflict between these Conditions and those additional terms and conditions, those additional terms and conditions will prevail.

- 1.6 We may from time to time offer you special benefits or features with your Account. These special benefits or features will be subject to additional terms and conditions. To the extent that there is any conflict between these Conditions and those terms and conditions, the latter will prevail.
- 1.7 Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you would like any further information please ask at any of our branches.
- 1.8 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from your branch. These Conditions and certain other documents that constitute the Agreement are also online at www.aib.ie.
- 1.9 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.

2 Opening an Account

- 2.1 Before you can use your Account you must provide us with information and documentation to satisfy the 'establishing identity' requirements under applicable anti-money laundering and anti-terrorism laws. We will advise you of what is required at the time you seek to open your Account.
- 2.2 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.
- 3.2 Overdraft facilities are not available on every account offered by us, however, 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.
- 3.3 No overdraft facility will be provided to anyone under 18 years of age.

- 3.4** 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.
- 3.5** Where your Account is of a type that issues Cards or cheque books, you must take all reasonable care to ensure that they are not misused, lost or stolen.
- 3.6** If any Card or cheque book issued in connection with your Account is lost or stolen, you must tell us as soon as you become aware of the loss.
- 3.7** Any Card or cheque book 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.
- 3.8** We will issue to you statements for your Account at least once a year. Each statement will contain information on all payments and lodgements on your Account for the period covered by the statement. You may request us to provide you with a statement for your Account on a more frequent basis or to provide you with information in respect of any transaction or set of transactions on your Account. Statements will be provided by post or electronically, if requested by or agreed by you.
- 3.9** We will provide you with a payment advice for each International Payment which will contain all the relevant information pertaining to the payment. This information will be provided by post (except where you elect to receive by fax) or by electronic payment logs where available.
- 3.10** As soon as you receive any account statement or payment advice, you should examine it carefully and report any disputed transactions, errors or omissions to us without undue delay (we will consider whether there has been undue delay in accordance with Condition 8). You should notify us through your branch, who may request written confirmation of such notification.
- 3.11** If an incorrect amount is debited or credited to your Account we may make any necessary correcting entry on your Account without reference to you. Where an incorrect withdrawal, lodgement or transfer instruction is furnished to the Bank with respect to your Account we may, at our discretion and where the relevant Scheme Rules, law or otherwise permit us doing so, make any necessary correcting entry or take such other steps as are appropriate or permitted in the circumstances.

We will debit any applicable charge for dealing with incorrect, incomplete or other payment instructions of this type to your Account.

- 3.12 You must immediately inform your branch in writing of any change in your name, address, telephone number or other contact details. Please note that the Bank may require you to provide and/or confirm details of any such changes in such form as the Bank may require (e.g. change of address form).
- 3.13 You must ensure that arrangements for receiving mail at your address are secure. Failure to comply with this Condition may result in you being liable for any misuse of your Account or any Card or cheques issued in connection with your Account.
- 3.14 You may authorise any third party to operate your Account in accordance with our procedures. Where you revoke the authority of a third party to operate your Account, the Bank will pay all cheques written by the third party on the Account which are dated prior to the date of revocation of the authority unless you give us instructions in writing to the contrary including details of the particular cheque(s) you want to stop.
- 3.15 If at any time you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use you should immediately inform your branch who may request written confirmation.

4 Lodgements

- 4.1 We will generally accept for lodgement to credit of your Account all cash, Collectible Items, electronic payments and other items payable to you. However we reserve the right to refuse to accept a lodgement to your Account. 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 We may accept Collectible Items payable to third parties as lodgements to your Account at our absolute discretion. You will compensate us for any loss we may suffer in doing so.
- 4.3 We may, at our absolute discretion and without notice to you settle and pay any claim by a third

party arising from the lodgement of any item to your account. The amount will be debited to such account in your name as we deem appropriate (including where necessary the opening of a new account for that purpose). Any resulting debit balance will be payable on demand and will attract debit interest and surcharge interest at the applicable rates in accordance with Condition 11.

- 4.4** 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.
- 4.5** Where we have made the facility available to you, you may lodge Collectible Items and banknotes to your Account by use of a Cash Machine enabled to accept lodgements to your Account. When making such lodgements you must carefully follow any instructions we give you and, where applicable, use the lodgement dockets and envelopes provided by us for this purpose.
- 4.5.1** Until we process the items comprised in a lodgement made in accordance with this Condition, they are held by us at your risk. All lodgements received after the applicable cut-off time on a Business Day will, subject to our acceptance of such instruction, be processed and credited to your Account no later than the next Business Day.
- 4.5.2** 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.
- 4.6** You will be liable to indemnify us for any loss, damage, cost or expense which we may incur in connection with the collection of Collectible Items and other items to your Account.
- 4.7** 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 time will be deemed to have been received by us on the next Business Day.
- 4.8** Lodgements may be received in any branch during branch opening hours or through our internet

Channels in accordance with our internet Channels terms and conditions. Applicable cut-off times for incoming International Payments are available at www.aib.ie.

- 4.9 A lodgement made in one of our sub-offices may take an extra Business Day to process but the items lodged will be credited to your Account with effect from the date of lodgement.
- 4.10 Lodgements of Collectible Items made through An Post will, subject to these Terms and Conditions, be posted to your account on the Business Day on which they are received by the Bank from An Post and processed accordingly. It will take at least one and up to two Business Days for such lodgements to reach the Bank.
- 4.11 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 debt of the company until such time as a liquidator is appointed.

5 General provisions relating to payments from and to your Account

- 5.1 Subject as provided for in these Conditions, all payments which are permitted to be made from or to your Account, will be in accordance with the instructions that you give us or instructions which are received by us and which have been authorised by you, as required by these Conditions, the applicable Scheme Rules or otherwise.
- 5.2 You may make payments from your Account by any means approved by us in connection with your Account. This may include: personal withdrawals at our branches, withdrawals at a Cash Machine, payments by debit card issued by us to you, payments by Direct Debit, payments by Credit Transfer and Standing Order, payments by cheque, payments by means of our various payments services including Same Day Value Payments and International Payments and by such other means of payment which we may from time to time permit.
- 5.3 All payment instructions received by us in relation to the Account must contain the required Unique Identifier, be complete and otherwise be in accordance with and in the form required by the relevant Scheme Rules.

- 5.4** We are not obliged to cash cheques. If the owner of a cheque drawn on your Account presents it for payment at your branch or any other of our branches, we will not be obliged to make payment otherwise than to a bank account of the owner.
- 5.5** You must authorise a transaction by:
- 5.5.1** completing the relevant instruction form issued by us or providing us with written instructions in the required form, including where relevant, through the payment service provider of a Payee with whom you have agreed a SEPA Mandate for the purposes of a SEPA Scheme, or otherwise. Instructions to us must contain all of the information required by us and/or the Scheme Rules to execute the transaction including the relevant Unique Identifier information, and, where required, be signed by you or your authorised signatory; or
 - 5.5.2** following whatever instructions we may give to you or your authorised signatory or authorised user in relation to the operation of your Account by Cash Machine, by our internet banking service, by our telephone service and by such other Channels as we may make available from time to time.
- 5.6** Further details of available payment services on the Account are provided in our Fees Booklets, on our standard application forms, at any of our branches, online at www.aib.ie and on our electronic channels.
- 5.7** 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 11.5. Unless otherwise agreed by us, you may not make payments from your Account in reliance on the balance in another account.
- 5.8** 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. 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 at any of our branches and online at www.aib.ie. For details of debit interest and surcharge interest see Condition 11.

- 5.9** If we pay an item drawn on your Account which would create an unauthorised debit balance, or increase the debit balance to an amount in excess of the authorised overdraft limit, this will not commit us to paying any further items to such an amount in the future, no matter how frequently we do it.
- 5.10** 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.
- 5.11** In the case of a Credit Transfer, a Standing Order or Direct Debit, where the available cleared balance on your Account is insufficient or you exceed your authorised overdraft limit on the due date for the payment, we may attempt to make the payment on one or more subsequent Business Days but shall not be obliged to do so.
- 5.12** Direct Debits which are set up on the Account in accordance with these Conditions will be subject to either the SEPA Direct Debit Core Scheme or may, initially be subject to the Irish Direct Debit Scheme Rules.
- 5.13** Until 1 February 2014, at which date all applicable Direct Debits on the Account will be executed in accordance with the SEPA Direct Debit Core Scheme, certain Direct Debits already established on the Account at the date of these Conditions and/or certain categories of Direct Debits which you instruct us to set up on the Account prior to this date, will be subject to the Irish Direct Debit Scheme Rules on the following basis:
- 5.13.1** The Irish Direct Debit Scheme Rules will be phased out and all Direct Debits on the Account will be carried out in accordance with the SEPA Direct Debit Core Scheme Rules from 1 February 2014.
- 5.13.2** Any affected Direct Debits will be migrated to the SEPA Direct Debit Core Scheme or any other relevant SEPA Scheme Rules as are available on the Account by this date.
- 5.13.3** Until migration, this category of Direct Debit will be operated in accordance with

the Irish Direct Debit Scheme Rules a copy of which is available at www.ipso.ie.

- 5.13.4 Where an issue arises with a Direct Debit to which the Irish Direct Debit Scheme Rules apply, including where you wish to cancel or revoke that Direct Debit, then you should contact your branch.
- 5.14 Direct Debits to which the SEPA Direct Debit Core Scheme applies will be executed upon receipt of a Collection instruction from a Payee's payment service provider and we are entitled to rely on the Collection instruction received from the Payee's payment service provider in order to make a payment from the Account.
- 5.15 In relation to Direct Debits under the SEPA Direct Debit Core Scheme, you may instruct us in writing to:
 - 5.15.1 limit any such Direct Debits to a particular amount and/or period;
 - 5.15.2 block any such Direct Debit payments from the Account;
 - 5.15.3 create a list of Payer accounts to which Direct Debit payments from the Account are permitted; and/or
 - 5.15.4 create a list of Payer accounts to which Direct Debit payments from the Account are not permitted (a "**Black List**").
- 5.16 We may, at our discretion, refuse to process a Direct Debit, Credit Transfer or Standing Order instruction if sufficient funds are not available when payment is due.
- 5.17 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.
 - 5.17.1 In the case of any payment to a Payee account this will also include providing all necessary Unique Identifiers to enable the Payee's payment service provider and Payee's account to be identified.
 - 5.17.2 The Unique Identifiers required for Direct Debits or Credit Transfers under the relevant SEPA Scheme Rules will usually be the Bank Identifier Code (BIC) of the Payee's payment service provider and International Bank Account Number (IBAN) of the Payee but the precise requirement will depend on a

number of factors, including the relevant SEPA Scheme Rules which apply to the Account and to the transaction. Where the Irish Direct Debit Scheme Rules apply the Unique Identifier required will usually include the Payee's account details and the national sort code (NSC) of the Payee's payment service provider and other information requested by us.

5.17.3 Details of the Unique Identifiers required for International Payments are specified in the "Schedule of International Transaction Charges" which is available at any of our branches and online at www.aib.ie.

5.17.4 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 incomplete, unclear, inconsistent or mistaken instructions we shall not be liable for acting in accordance with any part of those instructions and will, at our discretion or as otherwise required by the relevant Scheme Rules refuse to execute such instruction.

5.18 We may also refuse to execute a transaction if:

5.18.1 you or your authorised signatory or authorised user have not authorised the transaction in accordance with these Conditions;

5.18.2 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 applicable Scheme Rules or other procedure;

5.18.3 we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;

5.18.4 you do not have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges;

5.18.5 you or your authorised signatory or authorised user have not provided us with all the information or you or your

authorised signatory or authorised user have not followed all the instructions we have given to you to enable us to execute the transaction; and

5.18.6 any of the circumstances specified in Condition 13.1 occur.

If we do not accept a payment instruction or refuse to execute 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 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.

- 5.19** 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.
- 5.20** You must not use your Account for illegal purposes. We may refuse to execute a transaction if we have reason to believe your Account is being used illegally or attempts are being made to use the Account illegally. Please see Condition 5.17 for more details about our right to refuse to execute transactions.
- 5.21** Subject to Conditions 5.21.1 to 5.21.4, payment instructions, once received by us for execution, are irrevocable. For example, an International Payment, an online payment, a debit card payment or ATM or debit card withdrawal cannot be cancelled or amended.
- 5.21.1** Direct Debit payments from your Account which are subject to the SEPA Direct Debit Core Scheme may be amended, cancelled or revoked by you by contacting the Payee with whom you have agreed the terms of a SEPA Mandate to give notice of the change or revocation of your consent and/or cancellation of the Direct Debit. You must notify us of the revocation

or cancellation as soon as possible and at least the end of the Business Day preceding the day agreed for debiting the funds if you would like us to block the payment of, or refuse, a Collection, or to notify us of the inclusion of that Payee on a Black List or otherwise. However, the SEPA Mandate will continue to be valid until such time as you have effected the cancellation in accordance with the terms and conditions attaching to that SEPA Mandate directly with the Payee.

- 5.21.2** Direct Debits to which the Irish Direct Debit Scheme Rules apply may be revoked by you at the latest by the end of the Business Day preceding the day agreed for debiting the funds and may only be revoked after this stage with the agreement of the Payer, us and the Payee. We may, but are not obliged to, revoke a Direct Debit to which this Condition 5.22.2 applies on your verbal instructions, however, we reserve the right to ask you for written confirmation of any revocation.
- 5.21.3** You may cancel a Credit Transfer or a Standing Order by giving written instructions to your branch at least four Business Days prior to the payment due date.
- 5.21.4** You may cancel an individual payment under a Standing Order by giving written instructions to your branch up to 4.00pm on the Business Day preceding the day agreed for debiting the funds.
- 5.21.5** The cut-off times for receipt of electronic Credit Transfer or Standing Order instructions are contained on the appropriate Channel.
- 5.22** You must notify us without undue delay on becoming 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.
- 5.23** If you are issued with a cheque book for use in connection with your Account, the following additional terms and conditions apply:

 - 5.23.1** on receipt of a cheque book, you must ensure that you have received the correct cheque book;

- 5.23.2 you must take all reasonable care in writing cheques so as to prevent alterations, forgeries or fraud. Any alterations made on a cheque drawn by you must be initialled by you;
- 5.23.3 you must inform us immediately of the loss or theft of a cheque or a cheque book or if you suspect that a cheque has been forged;
- 5.23.4 we may pay post-dated cheques if they are presented before their due date;
- 5.23.5 if we are presented with a cheque which is more than six months old, we have no obligation to pay it, but we may at our absolute discretion agree to do so;
- 5.23.6 if you want to stop a cheque, you must instruct us in writing. We cannot stop a cheque which has already been paid or cashed by us at any of our branches;
- 5.23.7 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; and
- 5.23.8 you are liable for Government Stamp Duty on all cheques paid out of your Account. The amount of the Government Stamp Duty will be debited to your Account quarterly in the same way as Fees and Charges under Condition 10 even if it causes the Account to be overdrawn. If for any reason it is not possible to debit the Government Stamp Duty to the account on which the cheques were drawn, we may debit the Government Stamp Duty to another of your accounts, and if there are no other accounts we may open an account in your name for this purpose.

6 The application of foreign exchange rates to transactions

- 6.1 Any transaction to or from your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate.
- 6.2 Foreign exchange rates applicable to foreign currency notes, foreign currency Collectible Items

and trade finance services are available at any AIB branch. These variable exchange rates are subject to change at any time.

6.3 If you wish to avail of any of our International Payment services, the exchange rate used for such conversions (if applicable) will be:

6.3.1 for amounts up to and including our standard exchange rate threshold value, our applicable standard exchange rate on the Business Day on which the instruction is deemed to have been received by us; and

6.3.2 for amounts over our standard exchange rate threshold value, an exchange rate negotiated with you.

6.4 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) 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 International Payment transactions in foreign currency are available to view online at www.aib.ie on any Business Day or upon request from your branch. In addition, standard exchange rates applicable to currency payments submitted online are available through the relevant online Channel. These variable exchange rates are subject to change at any time.

6.5 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 our reference. In the case of an outgoing International Payment this should be quoted on the paper or electronic application form.

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.

- 6.6** If you instruct us to make an International Payment in a currency other than the currency of the Payee's account, the intermediary/Payee's payment service provider may convert the payment into the currency of the Payee's account. We cannot accept any responsibility for the exchange rates applied by such banks.
- 6.7** Our standard exchange rate threshold value is subject to change from time to time. The current threshold value is available at any of our branches and 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 a complete instruction which is in the form required by the relevant Scheme Rules or otherwise contains all of the information which you are required to provide, and which is received before the applicable cut-off times as follows:
- 7.1.1** The cut-off times for receipt of instructions for outgoing International Payments and Same Day Value Payments at our branches are specified on our paper payment application forms and, for payments initiated electronically, on the appropriate Channel. 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** In the case of a new Credit Transfer or Standing Order instruction initiated through your branch, we must receive and accept your written instructions in the time frame set out in the relevant Scheme Rules.
- 7.1.3** In the case of Direct Debits, where the SEPA Direct Debit Core Scheme applies, the SEPA Mandate must be agreed and required information received by the payment service provider of the Payee, or by us where the Account is one to which Direct Debit payments are permitted to be made, in the timeframes prescribed in the relevant Scheme Rules.

- 7.1.4** In the case of Direct Debits to which the Irish Direct Debit Scheme Rules apply, the required information must be received and accepted by us within the time frame provided for in those rules.

Details of the cut off times applicable in relation to payment instructions at 7.1.1 to 7.1.4 above are available at www.aib.ie. In the case of all other payments, before the closing time shown in the notice in your branch.

- 7.2** We will take reasonable steps to ensure that each Same Day Value 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 payment service provider on the same day that you instruct us to make it and in any event is made within the timeframe specified in Condition 7.3.

- 7.3** We will ensure that each payment (other than a payment by way of a Collectible Item) in euro or the currency of a member state of the EEA outside the euro area to an account within the EEA (an "EEA 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 payment service provider within the following timeframes:

7.3.1 for all payments in euro to an account in the EEA, by the end of the next Business Day after receipt of your instruction.

7.3.2 for all payments in the currency of a member state of the EEA other than euro to an account in the EEA, by the end of the fourth Business Day after receipt of your instruction.

These timeframes may be extended by one Business Day where the payment is paper initiated.

Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the Payee's payment service provider to process and apply the payment to the Payee's account.

- 7.4** We will take reasonable steps to ensure that each payment (a "Non EEA Payment"):
- (a)** within the EEA, in a currency other than euro or the currency of a member state of the EEA outside the euro area, or

- (b) to an account located outside the EEA in any currency,

that you instruct us (in a manner which is in compliance with the applicable procedures) to make and which we accept for execution, is made in accordance with your instructions in a timely manner. Any payment execution timeframe that we may provide is indicative only and we do not guarantee that it will be met in every case.

7.5 In the case of payments in euro within Ireland, lodgements to or payments from your Account in any AIB branch in Ireland or by our other Channels will be posted to your Account on the same Business Day.

7.5.1 Value for interest purposes is applied to items included in such lodgements as follows:

- (a) Cash: – immediately
- (b) Collectible Items drawn on AIB in Ireland: – immediately
- (c) Collectible Items drawn on other banks in Ireland: – next Business Day

7.5.2 Clearance for availability of funds in respect of items included in such lodgements are as follows:

- (a) Cash: – immediately
- (b) Collectible Items drawn on AIB in Ireland lodged to your Account: – three Business Days
- (c) Collectible Items drawn on another bank in Ireland: – five Business Days

The clearing times stated above are indicative only, and may be extended through delays in the post or other legitimate reasons. Even after the times indicated in Condition 7.5.2 for availability of funds, Collectible Items may be validly returned unpaid in which case your Account will be debited by the amount of that Collectible Item.

Clearing times for Collectible Items not mentioned above in this Condition 7.5 will be dependent upon the nature of the Collectible Item concerned.

Payments made by way of Credit Transfer to an account in another bank in Ireland will be passed

to that bank on the Business Day following the payment instruction.

Execution times for other payment types are included on the relevant application form and for payments outside Ireland in our “Schedule of International Transaction Charges” booklet and on www.aib.ie.

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. In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatsoever.
- 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 Services Regulations, 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.

Refund rights for SEPA Core Scheme Direct Debits

- 8.4** The following refund rights apply under applicable SEPA Direct Debit Core Scheme:
- 8.4.1** A right of refund arises in respect of each Direct Debit paid to or from the Account in accordance with the SEPA Direct Debit Core Scheme for a period of 8 weeks from the execution date of that Direct Debit.

- 8.4.2** Where you are the Payer of a Direct Debit you must contact us in writing within 8 weeks of the date of the transaction to avail of this refund right. This right is in addition to rights which are otherwise set out in these Conditions.
- 8.4.3** Where we agree that Direct Debits are permitted to be made to the Account and the SEPA Direct Debit Core Scheme applies, where we receive a request for a refund from a Payer in accordance with Condition 8.4.2 we are obliged to refund that Payer's account and will debit the Account accordingly and without prior notice to you.
- 8.4.4** If the Payer and the Payee have agreed to participate in the SEPA Business Service and notified us of this agreement, the Payer will not be entitled to a refund under conditions 8.4.1-8.4.3. This does not affect any refund right(s) the Payer may have under conditions 8.5-8.7.

Without prejudice to the foregoing provisions of Condition 8.4, you agree to resolve any disputed Collection directly with the Payee or Payer concerned, and accept that the obligations of us and/or the payment service provider of the Payee or Payer under the Scheme are not subject to claims or defences under the contractual or other arrangements in place between you and the Payee or Payer.

Incorrectly executed and non-executed Direct Debits

- 8.5** Subject to Conditions 8.1 and 8.8 and in respect of Direct Debits to which Condition 5.4 applies, 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:
- 8.5.1** you are a Consumer or a Micro-Enterprise and where the Payer's bank and the Payee's payment service provider 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** we receive the refund request within eight weeks of the amount being debited to your Account; and
- 8.5.3** 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.

If you make a claim for such a refund you must provide to us all relevant information requested by us. 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 24.

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.

Unauthorised payments

8.6 Subject to Conditions 8.1 and 8.8, 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 8.6 only applies where you are a Consumer or a Micro-Enterprise and where the Payer's bank and the Payee's payment service provider 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:

8.6.1 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 €75 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.

8.6.2 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.

8.6.3 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

8.7 Subject to Conditions 8.1 and 8.8, 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 8.7 only applies:

- 8.7.1** where you are a Consumer or a Micro-Enterprise and where the Payer's bank and the Payee's payment service provider 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;
- 8.7.2** where you provided us with the correct Unique Identifiers for the payment in question;
- 8.7.3** 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;

- 8.7.4** where none of the events detailed in Condition 21.1 prevented us from making the payment.

We shall have no liability to you under this Condition where we can prove to you and, where relevant, the Payee's payment service provider, that the payment was received by the Payee's payment service provider within the applicable timeframe.

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.

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 and any fees or charges levied or sought from us by any other banks involved in investigating the payment.

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.

- 8.8** Provided always that if the regulations which implement the PSD in Ireland allow us not to apply the provisions of Articles 60 and 61 of the PSD to Micro-Enterprises then, Condition 8.5 shall not apply to a Micro-Enterprise, and if they allow us not to apply Article 75 of the PSD to Micro-Enterprises then, Condition 8.6 will not apply to a Micro-Enterprise, and if they allow us not to apply Articles 62 and 63 of the PSD to Micro-Enterprises then, Condition 8.7 will not apply to a Micro-Enterprise.

9 Joint Accounts

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 signing instructions governing the operation of the Joint Account.

Warning: if your signing instructions are that payments may be made from a Joint Account on the signature of some but not all of the Joint Account Holders, money in the Joint Account may be withdrawn or paid away without the knowledge of all Joint Account Holders.

- 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 payments by the Joint Account Holders 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 of the first named Joint Account Holder unless all of the Joint Account Holders direct otherwise in writing. Any such correspondence and/or notices so sent or served will be deemed to have been received by or served upon all of the Joint Account Holders.
- 9.5 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.
- 9.6 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:

- 9.6.1 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
 - 9.6.2 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
 - 9.6.3 account to the partners for the time being, and exercise any right of set-off, as if there had been no such change.
- 9.7 We may close a Joint Account acting in accordance with the existing signing instructions.

10 Fees and Charges

- 10.1 Fees and charges applicable to the use of your Account are contained in our branch notices and in the current editions of our Fees Booklets which are available at any of our branches and online at www.aib.ie.
- 10.2 Subject to notifying the relevant authority, we may from time to time alter such fees and charges and introduce new fees and charges. Such variation will be notified to you in accordance with Condition 17.
- 10.3 We may debit your Account with all charges for which you are liable as the Payer. Any charge that you are liable to pay as Payee may be deducted from the payment amount or debited separately to your Account. We may debit your Account even if it causes it to be overdrawn.

11 Interest

- 11.1 Details of interest rates are contained in notices at our branches. Unless we agree otherwise with you we may vary our interest rates at any time at our discretion.

Debit Interest

- 11.2 You must pay interest ('debit interest'): which is compound on any overdrawn balance on your Account. For Masterplan accounts, unless we agree otherwise, the interest rate applied will be

our Standard Variable 'A' Masterplan Rate, as varied from time to time. For all other personal customers, the interest rate applied will be our Standard Variable 'A' Overdraft Reference Rate, as varied from time to time or such other rate as may have been agreed with you. For business customers, the interest rate applied will be our Standard Variable 'AA' Overdraft Reference Rate as varied from time to time or such other rate as may have been agreed with you. For these purposes a personal customer is a natural person who intends to use the Account solely for non-business purposes whereas a business customer is a customer who intends to use the Account primarily for business purposes.

- 11.3** All interest charged by the Bank on facilities is compound interest. This means that interest debited to accounts will itself bear interest until it is paid. This is without prejudice to any other right the Bank may have arising out of any failure by the Borrower to pay interest when due.
- 11.4** Where the overdraft is authorised the debit interest rate will be advised in the facility letter provided at the time the overdraft is agreed.

Surcharge Interest

- 11.5** In the event that:

11.5.1 the overdrawn balance on your Account is in excess of your authorised overdraft facility, or your Account is overdrawn without our prior written agreement ('excess balance'); or

11.5.2 there is an overdrawn balance after your overdraft facility has expired, or after the due date by which repayment has been demanded ('residual balance'),

you will be liable to pay surcharge interest on the excess balance or residual balance in addition to any debit interest you pay. Further details of surcharge interest are contained in our Fees Booklets which are available at any of our branches and online at www.aib.ie.

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 them. We call such items 'uncleared effects' until we have received value. We may at our discretion allow you to draw against 'uncleared effects'

but reserve the right to withhold funds until the Collectible Items have been cleared for availability of funds. If you draw against 'uncleared effects' you may be liable for interest (and surcharge interest, if applicable).

Calculation of Debit and Surcharge Interest

11.7 We calculate debit interest, and surcharge interest where applicable, each day on the relevant overdrawn balance on your Account after allowing for items paid out and paid in. Debit interest and surcharge interest is totalled on a quarterly basis in March, June, September and December or such other dates as we may from time to time designate, and is charged to your Account.

Credit Interest

11.8 If your Account is a demand deposit account we will pay you interest on the cleared credit balance half-yearly in April and October or such other dates as we may from time to time designate. The rates applicable to any particular deposit account type may vary from time to time.

11.9 From time to time we may, at our discretion, make available current account products on which we will pay you interest on any cleared credit balance quarterly in March, June, September and December or such other dates as we may from time to time designate. The rates applicable to any particular current account type may vary from time to time.

11.10 We calculate credit interest on the daily balance on your Account after adjustment is made for items paid out and paid in. The adjustment will reflect the actual time at which value will have been obtained or given by your branch for items lodged to or drawn on your Account. Interest is, therefore, not necessarily paid on the daily balance of your Account as shown on your statement.

11.11 Interest accrued on credit balances on your Current Account may be set-off subject to agreement against interest accrued on debit balances on your Account in the same quarter and the net amount will be applied to your Account.

11.12 Subject to certain exceptions, credit interest on your Account is subject to the deduction of Deposit Interest Retention Tax (DIRT) at the prevailing rate.

11.13 We will deduct DIRT from the demand deposit accounts of non-residents unless a fully completed non-resident declaration form is held by us and a minimum balance of €12,500 is maintained

at all times in each account maintained by the non-resident. The minimum balance requirement of €12,500 will apply separately to each account maintained by the non-resident with us. Aggregation of balances of accounts shall not be allowed. If an account balance falls below the minimum threshold the account will revert to paying DIRT at the prevailing rate. In the event that the account balance rises above the minimum threshold of €12,500, the non-resident account holder will have to re-apply for exemption and provide us with fresh confirmation of residential status.

- 11.14** 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.

Set-off Interest

- 11.15** Subject to our agreement in writing, set-off interest may arise where you have two or more Accounts with the same branch, one with a credit balance and the other with an overdrawn balance. Where we agree to allow interest set-off between Accounts, we will inform you of the applicable interest rate in the written agreement, otherwise interest will be charged at 1 % per annum on any debit balance set off against any credit balance. In all other circumstances usual interest and related charges will apply.
- 11.16** Where there are interest set-off arrangements in place, credit interest, where applicable, will only be paid on the net credit balance.

12 Minimising Fees and Charges (including Interest Charges)

Details of how to minimise fees and charges (including interest charges) are contained in the current editions of our Fees Booklets which are available at any of our branches and online at www.aib.ie.

13 Closure of your Account

- 13.1** We can suspend or close your Account immediately in any of the following circumstances:
- 13.1.1** if you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having

been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors;

- 13.1.2** if any form of attachment or receiving order is made against you;
- 13.1.3** if judgement is obtained against you and remains unpaid for a period of fourteen days from the date of such judgement;
- 13.1.4** in respect of a company customer, if a petition is presented for the appointment of an examiner or liquidator or, an examiner or liquidator is appointed, or, a receiver is appointed over any part of the company's property or undertaking, or, notice is received of a creditors' meeting or, if a meeting is convened for the purpose of considering a resolution or a resolution is passed for the winding up of the company.
- 13.1.5** if you cease trading;
- 13.1.6** if you are no longer, in our opinion, able to manage your financial affairs;
- 13.1.7** if you die;
- 13.1.8** if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
- 13.1.9** if you commit any serious, or repeated, breach of these Conditions;
- 13.1.10** if you are in breach of any other agreement with us;
- 13.1.11** if we must do so in order to comply with any law;
- 13.1.12** if you use your Account for any unlawful or other inappropriate purposes;
- 13.1.13** if for any reason this Agreement becomes unenforceable or void;
- 13.1.14** on a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest.

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

- 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. We may give you notice of our intention to close your Account on the grounds of inactivity by notice published in a national daily newspaper, by notice in writing or through our website or by means of another durable medium or by any other means required or permitted by law.

- 13.3 We may also close your Account for any other reason by giving you at least two months prior notice in writing.
- 13.4 You may close your Account at any time by a written instruction to your branch.
- 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 Cards and 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.
- 13.7 If you decide to move your Account to another bank, we will comply with the Code of Conduct on the Switching of Current Accounts with Credit Institutions.

14 Death or incapacity of the Account Holder

- 14.1 All payments made by us on your Account after your incapacity, death, 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, death, 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, unless any surviving Joint Holder gives his or her consent.

15 Demand Deposit Pass Books

- 15.1 Deposit account pass books will no longer be issued by us.
- 15.2 Where a pass book has been issued by us for your Account and you produce it to us within a period of three months from June 18, 2013 (date of our notification of withdrawal from issuance) we will

update such pass book with any transactions by way of lodgement or withdrawal and in respect of all interest accrued.

- 15.3** Entries in any pass book issued may not necessarily show the true balance of your Account which is kept on our own books.

16 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.

17 Variation of the Conditions

- 17.1** These Conditions shall continue to apply to your Account unless and until altered by us in accordance with this Condition.
- 17.2** We may alter these Conditions from time to time. Alterations will normally be caused by changes in the cost of providing the service, changes in, or our requirement to conform with, general banking practice, expected or actual changes in legal or other requirements affecting us, promotional reasons, any system or product development or to enable us to conduct our business in a prudent or competitive manner or other good reasons. We may also change these Conditions to make them clearer or more favourable to you or to rectify any errors identified after we have given these Conditions to you.
- 17.3** Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these Conditions.
- 17.4** 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.
- 17.5** If you receive notice of any alteration to these Conditions, you may close your Account (or switch it to another financial institution) 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.

18 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.

19 Normal Currency

The normal currency of your Account will be euro unless otherwise agreed with us.

20 Data Protection

- 20.1** We will comply with our obligations under the Data Protection Acts, 1988 and 2003 as regards relevant data in our possession relating to you. Subject to you paying any applicable fee, you have the right under those Acts to obtain a copy of the personal data that we hold about you.
- 20.2** 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.
- 20.3** The Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT) processes payments on behalf of Financial Institutions worldwide and is currently the only organisation providing such a service. All transactions processed in Belgium are replicated in a back-up system ('mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with international standards and supervisory requirements. On foot of official subpoena(s), transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, any information you provide to us in order to effect a payments 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.

21 General

- 21.1 We shall neither be in breach of our obligations under the Agreement nor liable for any loss, damage or other liability suffered by you or any other person if we delay or fail to perform our duties and obligations to you because of circumstances beyond our reasonable control (including, but not limited to, acts of God, acts of terrorism, fire, acts of Government, war, civil commotion, insurrection, embargo, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, disruption in any energy or other supplies, labour disputes or the acts or omissions of our agents or any other third party).
- 21.2 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.
- 21.3 You will be liable to indemnify us for any loss which we may incur arising out of any breach of these Conditions by you.
- 21.4 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.
- 21.5 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff and for the purposes of training our staff.
- 21.6 Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of your Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

22 Larger Version

You can obtain a copy of these Conditions in a larger print by contacting your branch.

23 Language

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

24 Complaints

In the event that you wish to make a complaint you may do so by writing directly to your branch. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Where 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.

25 Contact details

- 25.1 If you wish to contact us you should contact our branch at which your Account is located.
- 25.2 For lost, stolen or misused cards telephone us, 24 hours a day, at: 1800 24 22 27 or (from outside Ireland) +353 1 269 50 22.
- 25.3 Access to your Account by telephone and internet (including internet banking message centre) will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.
- 25.4 Subject to applicable law we may contact you by post, fax, phone, online, email or in person.

26 Governing Law and Jurisdiction

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

