



AIB

AIB Select Fixed Term Deposit Account

Terms and Conditions

1. Your Agreement

In this document if we use words that start with a capital letter that means the word has been defined below in this 'Your Agreement' section.

- 1.1 These terms and conditions form part of your Agreement with us and set out what you can expect when you open an Account with us, what we ask from you to help us manage your Account and our responsibilities and yours.
- 1.2 When we say Agreement, we mean all of the following:
 - a) this document, which contains the main terms for your Account;
 - b) your completed application, all of your Account mandates and all signing instructions regarding your Account;
 - c) the Fees and Charges Booklets;
 - d) any additional terms and conditions for your Account; and
 - e) the terms and conditions for any other services we provide that you may use in relation to your Account (for example, in connection with our online banking services).

Important: Some of the documents listed above may be amended from time to time. You should keep updated on all these changes as the revised document will still form part of your Agreement.

- 1.3 Any additional terms and conditions for your Account and terms and conditions for any other services we provide that you may use in relation to your Account will take priority if they differ in any way to these terms and conditions. You can get copies of any of our terms and conditions and our Fees and Charges Booklets from our branches or on our website.
- 1.4 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. If you apply for your Account through our online banking services, electronic signatures may be used by us and you to confirm acceptance of this Agreement.
- 1.5 Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you want any further information please ask at any of our branches.
- 1.6 If you are under 18, you should ask your parent or guardian to read this Agreement with you before opening your Account, and if you have any questions, we will be happy to discuss them with you in any of our branches.
- 1.7 In this Agreement:

'Account' means the AIB Select Fixed Term Deposit Account opened by you with us;

'Account holder' means the person or entity whose name the Account is in;

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

'Consumer' means any individual that has an Account for personal use, not connected with their trade, profession or business;

'Fees and Charges Booklets' means the current editions of our schedules and/or fees and charges booklets for personal and/or business Accounts, as applicable, and as available in our branches or on our website. These booklets and/or schedules set out the fees and charges that apply to the relevant account, including any international charges, whether accessed in Ireland or abroad;

'Investment Date' means the date on which the Investment Period begins as set out in your statement;

'Investment Period' means the period of time for which you invest or reinvest funds in the Account;

'Maturity' means the date on which the Investment Period ends;

'Microenterprise' means any enterprise that employs less than 10 people and whose annual turnover and/or annual balance sheet does not exceed €2 million subject to certain provisions set down by law;

when we say **"you"** and **"your"** we mean the Account holder and/or any third party authorised to act on your behalf, to include your successors and/or personal representatives;

when we say **"we"**, **"us"** and **"our"** or **"Bank"** we mean Allied Irish Banks, p.l.c. and this includes our successors and assigns;

when we use a word in the singular this includes the plural if the context allows it and vice versa (for example, **"person"** can mean **"persons"** and vice versa);

we sometimes give an example of something covered by a condition or definition. We do this to assist you. The meaning and scope is never limited to these examples; and

headings are used to assist you in reading this Agreement, but should not be taken into account in interpreting the meaning of conditions.

2. About Your Account

- 2.1 The Account is available to both personal and business customers.
- 2.2 The Account is only available as a euro account.
- 2.3 In order to operate the Account, you must also hold a separate payment or other suitable account with us to which you can transfer cleared funds from the Account (please see the 'Lodgements' section for more information on cleared funds).
- 2.4 You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or other liability unless we allow you to do so.

- 2.5 When you open your Account and at Maturity, you will need to be mindful of any minimum and/or maximum amount that may be lodged to your Account or any minimum and/or maximum balance required to invest for an Investment Period, details of which are available from our branches and on our website.
- 2.6 If an incorrect amount is debited or credited to your Account we may make the necessary correcting entry to your Account without telling you about this beforehand.
- 2.7 You must tell us immediately if you think an unauthorised person can access, or has accessed, your Account or if you have lost any item that you use to access your Account or where you suspect such item has been compromised.
- 2.8 When authorising a lodgement or withdrawal, you may be asked to provide identification details, such as your name, address and telephone number for additional security.

3. Opening your Account

- 3.1 We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account on your behalf (such as a parent, guardian or legal representative), for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents. In advance of your Account becoming operational, you may not be able to make any payments to or from your Account and credit interest will not be accrued or credited to your Account.
- 3.2 Before you can open an Account, we need you to provide certain information to enable us to comply with our tax reporting obligations including your tax residence details, and may need you to provide additional information and/or documentation.

IMPORTANT: From time to time, we may need you to provide or update information about you or documents we hold to identify you or the person who opened your Account on your behalf or to enable us to comply with our tax reporting obligations. If we are not provided with the updated information this could lead to us not carrying out a transaction on your Account or having to suspend or close your Account. You must promptly advise us of any change to relevant details including where your tax residency changes.

- 3.3 We reserve the right to not open an account.

4. Cooling Off

- 4.1 If you are a Consumer and have either:
 - a) opened your Account through distance communication (for example, over the phone or through our online banking services); or
 - b) reinvested your funds for a further Investment Period,
 and are not happy with your Account, you have 14 days to contact us in writing (or in any other way we allow) to cancel your Account. This period begins on the date your Account is opened, or the date you receive terms

and conditions for your Account and other Account information (whichever is later) or on the Investment Date (in the case of reinvestment). If you contact us within this period to cancel your Account, we will repay you any funds you have lodged to or reinvested in the Account but not any interest accrued on the Account during that 14 day period.

5. Investment Period of Your Account

- 5.1 When you open the Account or if you wish to reinvest your funds at Maturity you can choose the Investment Period from the options we make available to you.
- 5.2 You can provide us with instructions about how to treat your funds at Maturity any time from the Investment Date up to close of business on the Business Day before Maturity. You cannot provide us with Maturity instructions on the day of Maturity.
- 5.3 Your options for Maturity instructions, so long as any required minimum balance in your Account is maintained, are as follows:
 - a) reinvest all the funds in your Account for another Investment Period;
 - b) withdraw part of the funds in your Account and reinvest the remaining funds for another Investment Period; or
 - c) withdraw all your funds and close your Account.
- 5.4 If you do not provide us with instructions on how to treat your funds on Maturity, the funds will be automatically reinvested for a similar Investment Period or, if we decide otherwise, a shorter Investment Period at the prevailing rate.

6. Maturity

- 6.1 You are responsible for ensuring the accuracy and completeness of each Maturity instruction you give us or we receive as authorised by you. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken Maturity instructions and we may refuse to execute such Maturity instructions.
- 6.2 You can change Maturity instructions during the Investment Period by completing the relevant Maturity instruction amendment forms which are available in our branches or on our website (or in any other way we make available to you) and returning it to your branch by close of business on the Business Day before Maturity.
- 6.3 If you withdraw all of your funds in the Account at Maturity, we will automatically close your Account.
- 6.4 We can close your Account and transfer all of your funds to a demand deposit account with us if:
 - a) your Account balance falls below the required minimum;
 - b) your Maturity instructions are incomplete, unclear, inconsistent or mistaken;
 - c) we cannot accurately execute your Maturity instructions. If this happens we will try our best to execute your instructions to reinvest and transfer any remaining funds to a demand deposit account; or
 - d) you decide to withdraw funds at Maturity or make a withdrawal during the Investment Period in accordance with the 'Withdrawals' section below and the funds cannot be credited to your chosen account (for example, that account is closed or the details are incorrect). If this happens we will try to

contact you to let you know and to reconfirm your instructions, but if we are unable to reach you we will continue to open a demand deposit account for you.

- 6.5 If we open a demand deposit account for you as outlined in this 'Maturity' section, we will send you the relevant terms and conditions of the account along with an opening statement, setting out your new account number and balance.

7. Lodgements

How and when can you lodge funds to the Account?

- 7.1 You cannot make any lodgements to your Account except as set out in this 'Lodgements' section.
- 7.2 If the Investment Period of your Account is greater than 1 week, you have 7 days from the date you open the Account to make a single lodgement to your Account. If the Investment Period is 1 week or less, you must make a single lodgement to your Account on the day it is opened. This must match the amount you advised us at Account opening. If you do not make a lodgement to your Account within the time periods we have set out, we will automatically close your Account.
- 7.3 If you wish to reinvest your funds at Maturity for a further Investment Period, we may allow you to make a single lodgement to your Account in the 5 days before Maturity up to close of business on the Business Day before Maturity.
- 7.4 Once our procedures are followed, a lodgement can be made to your Account by cash, cheque, draft or other paper based payment and by electronic payment (for example, a credit transfer to your Account). We may in the future accept a lodgement to your Account by any other method we make available.
- 7.5 Cash, cheques, drafts or other paper based payments will normally be made over the counter in one of our branches or by using any of the self-service machines that accept the type of lodgement being made.
- 7.6 We will not accept certain kinds of cheques, drafts or other paper based payments as lodgements to the Account (for example, a cheque from a financial institution not located in Ireland). Instead we recommend that you lodge these items to your payment account or other suitable account because this allows time for the funds to clear in advance of the Investment Date. You can then transfer these cleared funds to your Account.

Important: When the funds are available in your Account for you to use, they are known as 'cleared' funds.

Are there circumstances where we will refuse to accept a lodgement to your Account?

- 7.7 We will follow instructions to make lodgements to your Account whenever we can. However, we can delay or refuse to accept any lodgement to your Account for any valid reason (for example, if we believe the lodgement may be fraudulent or unlawful or if we believe your Account is no longer in operation).
- 7.8 We may refuse to accept a lodgement to your Account if the amount is incorrect, not cleared, recalled by the financial services provider or is returned by us because of a mistake, fraud or any rules around how the lodgement is made. If this happens, we may make any adjustment necessary on your Account without telling you about it beforehand. We may also apply any relevant charges we incur for dealing with incorrect,

incomplete or other lodgement instructions of this type to your Account. Please see our Fees and Charges Booklets for more information on applicable charges.

- 7.9 If we do refuse to accept any lodgement to your Account, you may ask us for information about it by contacting us. Our contact details are set out in the 'Contacting each other' section. If possible, we will let you know our reasons for doing so.

When will we begin to calculate interest on the funds in your Account?

- 7.10 How quickly funds become available for you to use and when we start to calculate interest on them may depend on how the lodgement was made and where it came from.
- 7.11 The following table sets out when lodgements will be available for you to use and when we start to calculate interest on them. Clearing times for any lodgements not mentioned in the table below will be dependent on the type of lodgement concerned and the way you tell us about it. The timeframes assume we have received the lodgement before the cut-off time on a Business Day. If we receive the lodgement after the cut-off time on a Business Day, the lodgement will be deemed to have been received the following Business Day.

Lodgements received before the cut-off time on a Business Day	When the funds clear	Value determined for interest purposes
Electronic lodgements between accounts held with us in Ireland.	The Business Day the funds are received by us.	The Business Day the funds are received by us.
All other electronic lodgements.	This will vary depending on the country it comes from.	The Business Day the funds are received by us.
Cash in euro and euro drafts issued by us.	Usually immediately and always on the Business Day the lodgement is received by us.	The Business Day the lodgement is received by us.
Euro cheques and other paper based payments (e.g. drafts) from another account held with us in Ireland.	Within three Business Days.	The Business Day the lodgement is received by us.
Euro cheques and other paper based payments (e.g. drafts) from an account with another Irish financial services provider.	Within five Business Days.	The next Business Day after the lodgement is received by us.
All other paper based payments.	This varies depending on the country it comes from.	This varies depending on the country it comes from.

- 7.12 The clearing times set out in the table above for paper based payments are guidelines only and may be extended through delays in the post or other legitimate reasons.
- 7.13 If funds are lodged to your Account using any of our self-service machines, we take no responsibility for it until we process that lodgement. When we do process the lodgement, we will confirm the amount and credit that amount to your Account. If it is different from the amount set out on the lodgement instruction, we will let you know. The amount we find actually contained in the lodgement is the amount we lodge. Once cash is lodged through using any of our self-service machines, the lodgement instructions cannot be withdrawn.
- 7.14 If cash, cheques, drafts or other paper based payments are lodged to your Account in one of our sub-offices it may take us at least one extra Business Day to process. Once the lodgement has been processed by us, we will credit the amount to your Account with effect from the date we process the lodgement.
- 7.15 Please note that, even after the above timeframes have passed and cheques, drafts and other paper based payments have cleared, such items may be returned unpaid (for example, if a cheque “bounces” or is returned as “refer to drawer”). If these lodgements are returned unpaid, after they have become available for you to use, you will owe us that amount and we may take the money directly from your Account.

Important: We may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying lodgements to and withdrawals from your Account for any valid reason (for example, where we suspect fraud, money laundering, terrorism, where sanctions have been imposed against a particular person, group of persons or country, we believe we have been provided with incorrect information or we have concerns about the security of your Account). This may result in a delay or failure to execute instructions received from you or in you receiving cleared funds. Where we do so, we may contact you or your authorised representative to reconfirm the instructions. We are not responsible for any loss or damage that might be caused as a result.

8. Withdrawals

- 8.1 You cannot withdraw funds from your Account during the Investment Period unless we allow you to do so in this ‘Withdrawals’ section or the ‘Death, incapacity, bankruptcy and event of insolvency’ section below.
- 8.2 The only way to withdraw cleared funds from your Account is by transferring the funds to a payment or other suitable account held with us as outlined in the ‘About your Account’ section.
- 8.3 If the Investment Period of your Account is 6 months or more, you may make a single withdrawal during the Investment Period of up to 10% of the balance of funds in your Account before Maturity so long as the required minimum balance of the Account is maintained. If the Investment Period of your Account is less than 6 months, you cannot make a withdrawal from your Account until Maturity.
- 8.4 If you make a withdrawal during the Investment Period you should ensure that any Maturity instructions you have provided to us are still correct. Any withdrawal during the Investment Period which results in the balance of your Account falling below the required

minimum balance, or that conflicts with your Maturity instructions, will be dealt with as set out in the ‘Maturity’ section.

- 8.5 We may delay or refuse to make a withdrawal from your Account for any valid reason (for example, where the information we have been supplied with is incorrect or for security reasons). If possible, we will tell you our reason for doing so and what we need from you in order to make the withdrawal.
- 8.6 As long as our procedures are complied with and security requirements are followed, we will take it that you have authorised the withdrawal from the Account.
- 8.7 You must keep your Account in credit at all times and maintain the required minimum balance.
- 8.8 We do not provide a cheque book or debit card for use with the Account.
- 8.9 We do not allow direct debits or standing orders to be set up on the Account or bill payments to be made to third parties from the Account and there may be further restrictions on the ways you can make a withdrawal from the Account when using our online banking services.

9. Interest

Credit Interest

- 9.1 The credit interest rate will be fixed for each Investment Period and will be the rate applicable at the time your Account is opened or at the time you reinvest your funds. The rate is set out on your Account statement. Details of applicable credit interest rates are available from our branches or on our website and are provided as guidance only.
- 9.2 We calculate and accrue credit interest based on the balance of your Account at the end of each day. We will pay any credit interest accrued to your Account at Maturity and annually where the Investment Period is greater than one year. If a lodgement is not made at the start of the Investment Period, or if you make a withdrawal from the Account during the Investment Period, the amount of credit interest you earn will be less than you anticipated or the amount advertised. Please see the ‘Lodgements’ section for more information on when your funds begin to accrue credit interest.
- 9.3 Subject to certain exemptions, we must deduct Deposit Interest Retention Tax (DIRT) from any credit interest you earn on your Account at the prevailing rate on the day the credit interest is paid.
- 9.4 One such exemption is that we will not deduct DIRT from any credit interest you earn on all of your accounts if you are not resident in Ireland and the following requirements are met:
- we hold a non-resident declaration form fully completed by you; and
 - the minimum balance in each of your accounts with us is at all times €12,500 (you will not be allowed to aggregate the balances in your accounts).
- 9.5 Even if you are not resident in Ireland, if either of the above requirements are not met, we will deduct DIRT at the prevailing rate.
- 9.6 If either of the above requirements cease to be met and are later satisfied again you will have to re-apply for the exemption and provide us with fresh confirmation of your residential status.

If you would like any further information on DIRT including what other exemptions apply please see www.revenue.ie

Negative Interest

- 9.7 This section only applies if you are not a Consumer or Microenterprise. The interest rate on your Account can be greater than 0% per annum, less than 0% per annum or 0% per annum. Where the interest rate applied to your Account is less than 0% per annum this is called negative interest and this means that you must pay us any negative interest amount that we calculate is due to us on your Account.
- 9.8 We will let you know in advance if negative interest will be applied to your Account.
- 9.9 We only apply negative interest to a credit balance on your Account.
- 9.10 We calculate negative interest in the same way we calculate credit interest (as outlined above under the 'Credit Interest' heading).
- 9.11 We will debit any negative interest you have to pay us directly from your Account either at Maturity, annually where the Investment Period is greater than one year or at any other agreed time.
- 9.12 You must keep sufficient funds in your Account to pay us any negative interest amount that we calculate is due to us. We may apply a minimum and/or maximum balance limit on your Account and/or the combined balance of any of your accounts. Where we notify you of a balance limit on your Account, you must operate your Account in line with this balance limit and you may be required to lodge or withdraw funds to or from your Account to match the balance limit we have set.
- 9.13 If you withdraw funds from the Account and this withdrawal means you will not have sufficient funds to pay us accrued negative interest, we will deduct this negative interest from the withdrawal amount.
- 9.14 We may change the negative interest rate that applies to your Account from time to time and if we do this we will tell you about this change in the ways described in the 'Changes to your Agreement' section.

10. Statements

A statement will be issued when you first lodge funds to your Account, when you reinvest your funds and at least once a year after that. This statement may be a paper and/or electronic statement depending on how you use your Account (for example, if you use our online banking services to operate your Account). If the Investment Period of your Account is less than 1 month, you will receive a statement when you first lodge funds to the Account, quarterly and each time your Investment Period changes.

11. Joint Accounts

- 11.1 This Agreement applies to all the joint Account holders collectively.
- 11.2 Joint Account holders will be jointly and severally liable for any amount owing on the Account. This means that any one, some, or all, of the joint Account holders can be held accountable to pay us any amount owed, separately and/or together.
- 11.3 Joint Account holders can make withdrawals and give Maturity instructions in accordance with the latest signing instructions given for the Account. These are provided in your Account mandate.

Warning: If your signing instructions state that any one joint Account holder can sign then one joint Account holder can make withdrawals and give Maturity instructions for a further term without the other's knowledge.

- 11.4 Any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant or financial advisor or account aggregation service providers which allow you to view accounts with different providers in one place). This may result in the personal data relating to all joint Account holders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.
- 11.5 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.
- 11.6 We will communicate with joint Account holders at the contact details of the first named joint Account holder unless all of the joint Account holders direct us otherwise in writing. These communications will be deemed to have been received by, or served on, all of the joint Account holders.
- 11.7 Instructions to change the address at which to receive correspondence will be made in accordance with the signing instructions for the Account.
- 11.8 If we become aware of a dispute between the Account holders we may stop accepting instructions in relation to the Account unless they are given by all Account holders or the dispute has ended. However, we do not have to do this and we can still follow the instructions given by the relevant parties acting in accordance with this Agreement.
- 11.9 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders, depending on the Account signing instructions.
- 11.10 We can close the Account if requested to do so by the relevant parties acting in accordance with our procedures.
- 11.11 If there is any change to the name or make up of a partnership which has a joint Account, we must be notified in writing by all of the partners listed on the most recent records you provided to us (or their executor, personal representative or trustee, as applicable). If we are not contacted, then we may treat those partners 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. Likewise, we will continue to operate the Account and exercise any right of set-off we might have in connection with it as if there had been no change.

12. Death, incapacity, bankruptcy or event of insolvency

- 12.1 Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.
- 12.2 We may continue to accept lodgements to your Account after an event of insolvency (for example, in the case of a company Account holder, where a meeting is convened

to consider a resolution to wind up that company) but before a liquidator is appointed.

- 12.3 If you die and your Account is in your sole name, we will close your Account and pay any balance outstanding and any interest that has accrued to your personal representative or to your parent or guardian if you are under 16. We will do this when we receive the necessary legal documents to confirm your death and to confirm the authority of your personal representative.
- 12.4 If you have a joint Account and one of the joint Account holders dies, any funds left in the Account and any interest that has accrued, will be paid to the surviving or the sole surviving joint Account holder, subject to our right of set off, compliance with any statutory requirements and receiving the relevant Irish Revenue Commissioners clearance, if applicable, unless you have provided otherwise on your application form, or later in writing to us signed by all joint Account holders.
- 12.5 Despite the provisions of the rest of this 'Death, incapacity, bankruptcy or event of insolvency' section, if we are put on notice that there is a dispute between the surviving joint Account holder and your estate regarding ownership of any amount standing to the credit of your Account, we may cease to accept instructions in relation to your Account unless we receive written confirmation from all parties that the dispute is resolved. However, we are not obliged to do this and we may, despite any dispute, continue for as long as we think fit to rely on the existing signing instructions.
- 12.6 If you become bankrupt or an event of insolvency occurs and your Account is in your sole name we may close your Account and pay the outstanding balance (but not any interest that has accrued) to the person administering your bankruptcy or event of insolvency. We will do this when we receive the necessary legal documents to confirm the bankruptcy or event of insolvency and to confirm the identity of the person administering your bankruptcy or event of insolvency.
- 12.7 If your Account is a joint Account and any of you become bankrupt, we will require the instructions of the other joint Account holders as well as the person administering your bankruptcy before we pay any outstanding balance to any other account.
- 12.8 Before making any payment in accordance with the above we may exercise our right of set-off under the 'Set off' section below.

13. Fees and Charges

- 13.1 Fees and charges applicable to your Account are contained in the Fees and Charges Booklets.
- 13.2 Subject to notifying the relevant authority, we may from time to time change these fees and charges and/or introduce new fees and charges. Any changes to fees and charges will be notified to you in accordance with the 'Changes to your Agreement' section.
- 13.3 We may take any fees and charges that you owe us directly from your Account.

14. Closing or suspending your Account

- 14.1 You may not close your Account before Maturity.
- 14.2 We will close your Account automatically if you withdraw all of your funds at Maturity.
- 14.3 We may close your Account automatically (as set out in the 'Maturity' section) if your Account balance falls below the required minimum balance or there is a conflict in your Maturity instructions.

- 14.4 We may suspend or close your Account immediately at any time during its term if we reasonably believe that by continuing to make it available:
 - a) we might be breaching a law, regulation, code or other duty which applies to us; or
 - b) we may expose ourselves to action or censure from any government, regulator or law enforcement agency.
- 14.5 If we close your Account in accordance with this 'Closing or suspending your Account' section we will pay to you all amounts standing to the credit of your Account together with accrued interest to the date of closure.
- 14.6 As part of the Account closing process, you must repay any amounts you owe us (including for example, fees and charges owed up to the day the Account is closed). You will remain responsible to us for any amount you owe us, even when your Account has been closed.
- 14.7 If we decide to withdraw this Account we will notify you at least one month in advance of Maturity. If this product is no longer available, we will reinvest your funds in another similar product, for the nearest possible Investment Period, unless you ask us to close your Account.

15. Changes to your Agreement

- 15.1 We will usually tell you about a change to this Agreement at least one month in advance of the change.
- 15.2 Unless we are required by law or regulation to tell you about any change to this Agreement in a particular way, we will notify you by any means available to us at the time (for example, by post, email, text message, through our online banking services, on our website, or by notice published in a national daily newspaper or displayed in one of our branches).
- 15.3 There are certain circumstances where we may give you shorter notice than outlined above, or where we will not tell you about changes or tell you about changes after we make them. This may happen where:
 - a) the change is in your favour (for example, we reduce fees and charges on your Account);
 - b) the change is required under law or regulation by a particular date, and there isn't time to give you notice;
 - c) the change is to introduce a new product or service that you can use in relation to your Account; and
 - d) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement).

16. Contacting each other

About us

- 16.1 Our head office is at Bankcentre, Ballsbridge, Dublin 4. Our website is www.aib.ie.
- 16.2 We are a public limited company registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.
- 16.3 We are regulated as a credit institution by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No. 559, Dublin 1.

Communicating with us

- 16.4 If you wish to contact us in relation to your Account, you can contact us through your branch or in any other way we make available to you. Contact details for each of our branches are available on our website. Alternatively you can contact our customer service helpline on 0818 724 724 or, if you are calling from abroad, on + 353 (0) 818 724 724 or +353 (0) 1 771 24 24.

About you

- 16.5 You need to keep us updated with your contact information so that we can communicate with you safely and quickly. If you don't tell us promptly about a change in your details, you may not receive information that could be important or it may be accessed by someone else.
- 16.6 When you tell us that your situation or details are changing, we may ask you to confirm this in a certain manner (such as in writing or by text message) or to comply with any other procedures.
- 16.7 If you do not keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

Communicating with you

- 16.8 Where we are allowed by law, we may contact you in a variety of ways, such as in person, using our online banking services, by post, electronic or telecommunication means or any other way available to us.
- 16.9 Any notice sent by us to the last address you gave us is considered to be delivered immediately on delivery if it is delivered by hand and two Business Days after it is posted if sent by post (even if mis-delivered or returned undelivered).
- 16.10 Any notice sent by email, text message or fax (to your last number or email address known to us) or made available online (for example, via any message facility available through our online banking services) is considered to have been received by you at the time it is sent.
- 16.11 We may monitor or record any communications between you and us, including telephone calls. We can use these recordings for a variety of reasons (for example, to check your instructions to us, to assess and improve our customer services and/or to help detect or prevent fraud and other crimes).
- 16.12 This Agreement is in English and we will only write and communicate with you in English.

17. Complaints

- 17.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.
- 17.2 If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into, and makes a decision on, the complaints of personal and some small business customers.
- 17.3 If you are a business with an annual turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box no. 559, Dublin 1. You'll find more about the steps we take to try to resolve your complaint in our complaints brochure, which is available in any of our branches or on our website.

- 17.4 You may be able to submit a complaint for online resolution to the European 47 Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

18. Your Information

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online. It may change from time to time.

19. Our and your responsibilities

- 19.1 You will have no claim against us and we will have no liability to you:
- for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect or consequential loss or damage;
 - if you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;
 - where your loss relates to any payment from or to your Account, or arises in connection with any payment or intended payment from or to your Account, where we could not have reasonably predicted your loss when you gave us the instruction (for example, where it relates to items or services paid for using your Account or is due to the inability to use your Account for a transaction or related service);
 - where your loss is due to where we or any third party refuse to accept, or delay the acceptance of, an instruction for payment to or from your Account or any security process you follow or use to make an instruction relating to your Account or confirm your identity (for example, a passcode, password or fingerprint), including any loss due to the way such refusal or delay is communicated to you;
 - where your loss is due to our decision not to offer or to withdraw any service or feature associated with your Account or where we close or suspend your Account for any of the reasons set out in the 'Closing or suspending your Account' section;
 - where you have acted fraudulently or with gross negligence;
 - if any of the details you gave us were wrong or insufficient;
 - where your loss is due to circumstances outside our control, which meant we couldn't follow this Agreement despite our best effort to do so (for example, a major problem with a payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party).

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

- 19.2 Nothing in this 'Our and your responsibilities' section will stop us being responsible for your loss if:
- we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or

- b) law or regulation does not allow us to exclude or limit liability.

19.3 **If you are not a Consumer**, the only liability we will have to you will be as a direct result of our gross negligence or wilful misconduct and in that case we still exclude liability for the types of losses we have described above in this 'Our and your responsibilities' section.

Your responsibility to us

19.4 It is important that you are aware that you also have responsibilities. By using your Account, you agree that:

- a) you will comply with your obligations under this Agreement;
- b) you, as the Account holder, are liable to pay all amounts owing on the Account, even if you do not comply with the terms of this Agreement or your Account is closed or suspended (for more information see the 'Closing or suspending your Account' section).

19.5 If you do not comply with the terms of this Agreement, we can claim from you any losses or costs that we reasonably incur (for example, any costs involved for taking steps to deal with you not complying with this Agreement). In addition, we have the right to close or suspend your Account (for more information see the 'Closing or suspending your Account' section).

20. Set-off

We can set off your accounts. This means that we may, at any time and without notice to you, use the funds in your Account (whether or not your Account has reached Maturity) or in any of your other accounts with us to pay off some or all of any amount you owe us (in all instances, this includes accounts not covered by this Agreement).

21. Enforcing this Agreement

If we do not enforce the rights we have under this Agreement or in law or delay in enforcing them, we may still enforce those rights in the future, even if we did not enforce or delayed enforcing those rights on any previous occasion.

22. Severance

If any part of this Agreement or its application to any person or entity or set of circumstances is held to be invalid, illegal or unenforceable in any jurisdiction the rest of this Agreement and its application to any person or entity or circumstances will not be impacted or effected.

23. Our right to settle a claim

We may decide, at any time and without contacting you, to settle and pay any claim by a third party arising from lodgements and withdrawals to or from your Account. Any amount paid by us may be debited from any account in your name (including, where necessary, the opening of a new account for that purpose).

24. Evidence

Any documents or records in any format that we have (including any electronic records of the use made of your Account even if such electronic records were originally held by us in paper form) may be retained, produced and relied on by us as evidence of facts or events relating to dealings on the Account.

25. Copy Agreement

We can provide you with a copy of this Agreement in electronic or paper form or a copy in a larger print if you contact us to request it. If we ask you to do so, you agree to print or download any documents we provide to you in electronic form.

26. Governing Law and Jurisdiction

26.1 Subject to the rest of this 'Governing Law and Jurisdiction' section, this Agreement, and any obligations arising out of or in connection with it, are governed by the laws of Ireland. You agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or claim arising out of or in connection with this Agreement. This condition still allows us to take proceedings before any other court in a different jurisdiction where we are permitted to do so under applicable law.

26.2 **If you are a Consumer**, to the extent permitted under applicable law, your right to take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live is unaffected by this condition.



AIB

AIB Select Fixed Term Deposit Account

Important Information

Important Information European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004.

About Us

We are Allied Irish Banks, p.l.c. whose principal business is the provision of financial services. Our registered office is at Bankcentre, Ballsbridge, Dublin 4. We are registered at the Companies Registration Office, Dublin. Our registered number is 24173. Our VAT number is IE8E86432H. We are regulated by the Central Bank of Ireland.

About the AIB Select Fixed Term Deposit Account ('Account')

1. Eligibility

- You can put away a lump sum of €15,000 or more for a fixed investment period.
- It is important that you consider your short-term needs and ensure you have sufficient funds available in short-term accessible deposits.
- You can open the Account as a sole account or as a joint account with you and another person.
- Effective from 24th March 2018, investment periods of 1 week, 1 month, 3 months, 6 months and 9 months are no longer available at account opening.

2. Lodgements

- If the investment period of your Account is greater than 1 week, you have 7 days from the day of Account opening to make a single lodgement to your Account. If you do not make a lodgement to your Account within the time periods specified, your Account will automatically close. You must lodge the same amount advised to us at Account opening.

3. Withdrawals

- If the investment period of your Account is for 6 months or greater, you may make a single withdrawal during the investment period of up to 10% of the balance, providing the required minimum balance of €15,000 remains in the Account. Only one withdrawal is allowed per investment period.
- If the investment period of your Account is less than 6 months, no withdrawals are allowed until the end of the investment period (Maturity).
- You can only make withdrawals from your Account by transferring them to an AIB payment Account or another suitable AIB account. If you are a new customer, or do not already have a suitable AIB account, we recommend that you open an AIB Demand Deposit account for this purpose.

4. Interest

- The interest rate is fixed for each investment period and applies from the time of Account opening and reinvestment. If a lodgement is not made at the start of the investment period, the interest will be accrued for less than the full investment period. If you make a withdrawal during the investment period, the amount of interest earned will be less than if the opening

balance had remained until Maturity. This may result in the interest applying to your Account being less than you anticipated or the advertised amount.

- Interest will be paid at Maturity. If you have chosen an investment period greater than one year, interest will be paid annually on the anniversary of Account opening and on Maturity.

5. Maturity

- You can give us your Maturity instructions when you apply to open your Account. If you change your mind, you can change your Maturity instructions during the investment period of your Account, until the close of business on the Business Day before Maturity. You can do this by completing documentation at your branch. In the future, it may be permitted to amend your Maturity instructions over the phone or online. If we make these methods available, we will let you know on our website, www.aib.ie.
- Maturity instructions which are inaccurate, incomplete or conflicted may result in us being unable to fully carry out your Maturity instructions. If, for example, you have made a withdrawal during the investment period, which has reduced the amount you have chosen to reinvest or withdraw at Maturity, but you have not updated your instructions, or we are unable to credit the account you have selected to transfer your withdrawal to, (for example, if that account is closed or the account number is incorrect) we may open an AIB Demand Deposit account for you and transfer the balance of your Account to the new account.
- **IMPORTANT: Auto-reinvestment** – If you do not give us your Maturity instructions, your funds will be automatically reinvested in your Account for a further investment period, of the same or similar duration at the prevailing rate at Maturity, (subject to retaining the required minimum balance in your Account).
- From 24th March 2018 we will no longer offer investment periods of less than 12 months' duration. Where the instruction we hold for the customer is to reinvest for an investment period of less than 12 months, the customer's Select Fixed Term Deposit Account will reinvest for an investment period of 1 week, at the prevailing rate, unless the customer provides us with an alternative instruction.
- If you wish to re-invest your funds at Maturity for a further investment period, you may, at our discretion, in the 5 days prior to Maturity lodge additional funds to your Account subject to certain criteria.
- If you make a withdrawal during the investment period, you should ensure that you check and update (if necessary) any previous Maturity instructions you have given us, to ensure they are still accurate.
- If you are a personal customer, you have a 14 day period in which to contact us to cancel your Account each time you reinvest funds for a further investment period. This period begins on the commencement of the new investment period. If you contact us within this period to cancel your Account, we will only repay you any funds you have reinvested at Maturity, but

not any interest you may have accrued from the time of reinvestment. If you wish to cancel your Account, you should write to your local branch.

6. Fees and Charges

- There are no operating costs associated with the Select Fixed Term Deposit, however services charges may apply. For more details on these charges, please refer to the 'Services Charges' section within 'A Guide to Fees and Charges for Personal Accounts' or our 'Business Fees and Charges' brochure and/or our 'Schedule of International Fees and Charges', available at any of our branches or on our website, www.aib.ie.

7. Tax on Interest earned on the Select Fixed Term Deposit

- We will deduct Deposit Interest Retention Tax (DIRT) at the prevailing rate from all interest earned, unless you are entitled to an exemption from DIRT, and we will pay this directly to the Revenue Commissioners.
- To the extent that DIRT has been deducted, there is no further liability to Irish income tax, but you may be subject to PRSI. Deposit Interest is not liable to the Universal Social Charge.
- The Bank will deduct DIRT from the accounts of non-residents unless a fully completed non-resident declaration form is held by the Bank and a minimum balance of €12,500 is maintained at all times in each account maintained by the non-resident.
- If you or your spouse/civil partner are aged 65 or over in the current tax year, or are permanently incapacitated and you are exempt from income tax, you may apply to have the interest on the Account paid without deduction of DIRT.
- Companies (within the charge to Corporation Tax) pension schemes and charities may receive interest without deduction of DIRT, by providing the Bank with the tax reference number assigned to them by the Revenue Commissioners.

8. Deposit Guarantee Scheme

Should you require information about the Deposit Guarantee Scheme, please refer to the "Irish Deposit Guarantee Scheme" leaflet issued by the Irish Banking Federation, which is available in any of our branches.

9. Cancellation

- If you are a consumer and have opened your Account by any means of distance communication, for example, by telephone, and are not happy with your Account, you have a 14 day period in which to contact us to cancel your Account. This period begins on the date your Account is opened or the date you receive your terms and conditions and other account information, whichever is the later. If you contact us within this period to cancel your Account, we will repay you any funds you have lodged but not any accrued interest. If you wish to cancel your Account, you should write to your local branch.
- If you do not exercise your right to cancellation, the terms of the agreement will continue to apply.

10. Termination

- Subject to your right to cancel the agreement within the 14 day cooling off period, the Select Fixed Term Deposit cannot be closed before Maturity.
- However, we can close your Account immediately if any of the circumstances detailed in conditions 12 or 14 of your terms and conditions occur.

11. General

- The agreement will be governed by the laws of Ireland and, for our benefit and without prejudice to our right to take proceedings before any other court of competent jurisdiction, the Courts of Ireland will have jurisdiction to resolve any disputes.
- The agreement and all information and communication with you will be in English.

12. What to do if you have a Complaint

In the event that you wish to make a complaint you may do so by writing to our Customer Care Team at AIB Bankcentre, Ballsbridge, Dublin 4. If you are still not satisfied you are entitled to take your complaint to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2.

Terms and Conditions apply. A.E.R is the Annual Equivalent Rate. Interest is subject to D.I.R.T. at the prevailing rate. (For detailed information, visit www.revenue.ie).