





# Business / Organisation Application Form



For use by LLPs, Limited Companies, PLC, Charities, Clubs, Credit Unions, Societies and Unincorporated Associations

## How to complete the form

**1** Please use a **BLACK** pen



**2** Mark boxes like this   
If you make a mistake, do this   
and mark the correct box

**3** Please use **BLOCK CAPITAL**    
**LETTERS** and leave one  
space between each word

## Contents

This AIB (NI) application form includes:

- Business Account application
- Business Debit Card form and Declaration
- Data Protection Notice
- Account Mandate - Authorised Signatories and Declaration
- Bank Use Only section (we will fill out these three pages)
- Customer information section (you will need to read and retain this section) - this contains Business Debit Card Terms & Conditions; Financial Services Compensation Scheme - Depositor Information sheet and Exclusions List

## Three easy steps to open a business account

### STEP 1

Complete this application form and Account Mandate in full.

### STEP 2

Gather all additional supporting documents and information that may be required.

### STEP 3

Return documentation to the individual you have been liaising with, by Secure Email for review (instruction provided separately) then by post.

## Business Debit Card information

For further information on our Business Debit Card please go to our website: [aibni.co.uk/businessdebitcard](http://aibni.co.uk/businessdebitcard)

## Data Protection

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 online at [aibni.co.uk/data-protection](http://aibni.co.uk/data-protection). It may change from time to time.

## Documents you will need to show us

After you submit your application we will ask to see one item from each of the following two lists (plus the same for any other beneficial owners). Please note you can use current UK photo card driving licence to confirm both your identity and address.

If you are unable to provide documents from the following lists, please speak with the individual you have been liaising with to discuss other documents that you may be able to provide.

### Your identity:

- Current passport
- Current UK photocard driving licence
- Current EEA National Identity Card

### Your Address:

- Current UK photocard driving licence
- Utility bill dated within the last three months
- Bank or building society statement dated within the last three months
- A local authority or tax bill valid for current year

For non-UK principals, we can only accept passport, driving licence and Identity Card. Please provide two of these documents.

### Politically Exposed Persons (PEP's)

A Politically Exposed Person is defined in the Money Laundering, Terrorist Financing and Transfer of Funds regulations in the UK.

### The Bank's obligations

AIB Group (UK) p.l.c. is required to obtain details of a Politically Exposed Person's ("PEP") and Relative Close Associate's ("RCA") source of funds for the account and their source of wealth.

### Your obligations

You are obliged to inform us of within fourteen days of any change to your management, governance structure or direct and indirect beneficial ownership and control.



Trading address  
(if different from registered office)

General correspondence address  
(if different from registered office)

Contact name

Telephone number (including area code)

Mobile number

Business Email address

Business website address

Business Activity - brief outline of the nature of your business

To satisfy our legal obligations we are obliged to ascertain the following:

Source of Company capital  
(how has the business been funded)

Anticipated annual turnover for the next 12 months:

a. Overall

b. Through AIB Group (UK) p.l.c.

Does the business deal with third parties outside the UK?

☐ No ☐

If yes, please specify trading countries

Purpose for opening Account(s)

Trading ☐ Business Lending ☐ Other (please specify below) ☐

## 2. Tax Certification Form for Business Customers

\* Must be completed by ALL businesses/clubs and societies. For more information please see Definitions of Controlling Persons by Legal Entity section on page 25.

Organisation Name

## Tax Reporting - Customer Information Notice

Under UK tax law we need you to confirm some details for us.

We have to identify and in certain cases report to HMRC the details of accounts held by customers and in certain circumstances their controlling persons if they are US Persons and/or tax resident outside the UK. We use the information collected from customers to determine whether or not the customer and where relevant their controlling persons should be included in the report to HMRC.

The details that may be shared with HMRC in relation to the entity and where relevant its controlling persons include: name, address, tax status, tax residence, tax identification number, date of birth/place of birth (where relevant), account number, account balance at year end and interest paid or credited to the account during the calendar year. HMRC may share this information of each account held by the entity with other tax authorities. The legislation under which we request and share this information is the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), as incorporated into UK law.

Please complete all sections of this form. If we do not get the information, we may not be able to open the account.

We cannot provide tax advice, however you can get more information from your tax advisor or on the Automatic Exchange of Information portal on the HMRC website.

If there is a change in the entity's tax status and/or where relevant the information provided in relation to its controlling persons, please let us know.

# US Foreign Account Tax Compliance Act (FATCA)\*

Sections marked with an \* are mandatory and must be completed in full

### Indicate Entity Type

When providing answers to the questions below refer to the online Entity Classification Guide for definitions of each entity type (FATCA section). This guide is available at <https://aibni.co.uk/help-and-guidance/important-information/FATCA>

**All entities** must complete question 1 and follow the instructions thereafter.

#### 1. Is your entity a US Person (under FATCA - see page 2 of our guide)?

- ☐ **a** Specified US Person — You must provide a US TIN (Tax Identification Number) and go to Section B.

US TIN

- ☐ **b** Other US Person — If you have selected (b) go to Section B.
- ☐ **c** None of the above — Select **one** of the entity types in questions 2 or 3 below.

#### 2. Is your entity a Non-Financial Foreign Entity (NFFE) (under FATCA - see page 4 of our guide)? – Note that ‘foreign’ here refers to non-US.

**Yes** – If so, is it an Active NFFE or a Passive NFFE?

- ☐ **a** Active NFFE — If you have selected (a) go to Section B.
- ☐ **b** Passive NFFE — If you have selected (b) go to Section B and complete the certification details of the controlling persons.

**No** – If no, then select one of the entity types in question 3 below.

#### 3. Is your entity a Financial Institution (under FATCA - see page 3 of our guide)?

Select the applicable option below and go to Section B.

- ☐ **a** Certified Deemed Compliant Financial Institution
- ☐ **b** Registered Deemed Compliant Financial Institution
- ☐ **c** Partner Jurisdiction Financial Institution (including UK Financial Institution)
- ☐ **d** Participating Financial Institution  
If you have selected (b), (c) or (d) you must provide a GIIN (Global Intermediary Identification Number).

GIIN

- ☐ **e** Exempt Beneficial Owner  
(Examples: UK Governmental Organisations, the Central Bank of England, the UK offices of certain International Organisations and certain retirement / pension funds)
- ☐ **f** Non-Participating Financial Institution  
(This is a Financial Institution which is considered non-compliant with FATCA)

## Common Reporting Standard (CRS)\*

Sections marked with an \* are mandatory and must be completed in full

Country of Tax Residence:

If your entity is not tax resident in any jurisdiction (for example, because it is fiscally transparent), please provide its place of effective management or country in which its principal office is located. Please refer to the Automatic Exchange of Information portal on the HMRC website for more information on tax residence.

Tax Identification Number (TIN):

A TIN for the entity must be provided unless the entity is tax resident in the UK or a country that does not provide a TIN.

### Indicate Entity Type

When providing answers to the questions below refer to the online Entity Classification Guide for definitions of each entity type. This guide is available at <https://aibni.co.uk/help-and-guidance/important-information/FATCA>. The information provided in this section is for CRS and this classification may differ from the entity's FATCA classification in Section A.

All entities must select **one** of the options listed in questions 1 or 2 below.

#### 1. Is your entity a Non-Financial Entity (NFE) (under CRS - see pages 6 & 7 of our guide)?

**Yes** – If so select the applicable option below

- ☐ **a** Active NFE other than the types listed in 1(b) below.
- ☐ **b** Active NFE of the types listed below:
- Governmental Entity
  - International Organisation
  - Central Bank
  - A corporation, the stock of which is regularly traded on one or more established securities markets or any corporation that is a Related Entity of such corporation.
- ☐ **c** Passive NFE — If this option is selected, please complete the certification details of the controlling persons.

**No** – If no, then select one of the entity types in question 2 below.

#### 2. Is your entity a Financial Institution (under CRS - see page 6 of our guide)?

If yes select the applicable option below.

If the entity is an Investment Entity 2(b), please complete the certification details of the controlling persons.

- ☐ **a** Financial Institution – Depository Institution, Custodial Institution, Specified Insurance Company or Investment Entity other than that described in 2(b) below.
- ☐ **b** Investment Entity that meets the following conditions:
- Not resident in a Participating Jurisdiction; and
  - Gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets; and
  - Managed by another Financial Institution as described in 2(a) above.

3. Beneficial Ownership Section

(A) Beneficial Ownership details for companies who own the business - must be completed for Limited Companies, LLPs, Charities and Unincorporated Associations (Not required if the company is a PLC and quoted on a recognised stock exchange and not listed on any secondary market)

If there is an ownership chain of companies to the Business stated in Section 1, please provide details of these other companies in the section below. If any of these companies have an ownership chain please provide their details below and repeat up to individual ownership level.

Please complete the '% Ultimate beneficial ownership' question if you hold 25% or more of the total ultimate beneficial shareholding, including direct shareholding in the Business stated in Section 1, plus ownership via all companies within the ownership chain.

If more than four, please print this page out again and complete. For each company please complete in order of % of shareholding.  
If there are no companies in the ownership chain, please leave this section blank and complete section 3(B).

Please insert details below of the company beneficial owner of

Company Name (please insert FULL company name)

Company/Charity Number

Registered Office Address

% Shareholding held                      Voting Rights  
%                      Yes      No

% Ultimate beneficial ownership  
%

Country of registration

Please insert details below of the company beneficial owner of

Company Name (please insert FULL company name)

Company/Charity Number

Registered Office Address

% Shareholding held                      Voting Rights  
%                      Yes      No

% Ultimate beneficial ownership  
%

Country of registration

Please insert details below of the company beneficial owner of

Company Name (please insert FULL company name)

Company/Charity Number

Registered Office Address

% Shareholding held                      Voting Rights  
%                      Yes      No

% Ultimate beneficial ownership  
%

Country of registration

Please insert details below of the company beneficial owner of

Company Name (please insert FULL company name)

Company/Charity Number

Registered Office Address

% Shareholding held                      Voting Rights  
%                      Yes      No

% Ultimate beneficial ownership  
%

Country of registration









5. Business Debit Card Form

Please note: For Clubs / Societies / Unincorporated Associations / Charities, you are unable to apply for a Business Debit Card

You can only apply for a Business Debit Card if you have selected to apply for a Current Account. This must be completed by the persons the Company is authorising to effect transactions on the Account ("Authorised Users"). **Each Authorised User must be an authorised signatory on the Account and must be permitted to effect transactions on the Account alone, this means that the signing instructions on the Account must be 'any one to sign'.**

The Card may only be used for the purposes of the Business. You shall be liable to the Business for payment of any Card Transactions made by you on the Card. The business will be liable to us for all Card transactions and any Charges. By signing the request for a Card you agree to be issued with an AIB (NI) Business Debit Card and accept and abide by Business Debit Card terms and conditions. It is important that you read and understand the section entitled 'Data Protection Notice'.

Card request No.1

Name (as will appear on the Card) Must be the name of the holder of the Card and not the business name

I confirm I have read, accept and have received a copy of the terms and conditions for the Debit Card.

I confirm I am an authorised signatory on the Business Bank Account.

Applicant's signature

Day

Month

Year

Date  /  /

Card request No.2

Name (as will appear on the Card) Must be the name of the holder of the Card and not the business name

I confirm I have read, accept and have received a copy of the terms and conditions for the Debit Card.

I confirm I am an authorised signatory on the Business Bank Account.

Applicant's signature

Day

Month

Year

Date  /  /

Card request No.3

Name (as will appear on the Card) Must be the name of the holder of the Card and not the business name

I confirm I have read, accept and have received a copy of the terms and conditions for the Debit Card.

I confirm I am an authorised signatory on the Business Bank Account.

Applicant's signature

Day

Month

Year

Date  /  /

Card request No.4

Name (as will appear on the Card) Must be the name of the holder of the Card and not the business name

I confirm I have read, accept and have received a copy of the terms and conditions for the Debit Card.

I confirm I am an authorised signatory on the Business Bank Account.

Applicant's signature

Day

Month

Year

Date  /  /

Debit Card Declaration

I/We authorise AIB (NI) to issue a Business Debit Card and Personal Identification Number (PIN), for use on this Business Bank Account to the person(s) named in the Business Debit Card Section. I/We confirm that the person(s) named in the Business Debit Card Section is/are an authorised signatory on the Business Bank Account quoted in Section 1.

I/We have received a copy of the terms and conditions for the Debit Card and confirm I/We have read and accept them.

I/We understand that once this application is filled in, you do not have a duty to issue a Debit Card in the name of the person(s) in the Business Debit Card Section and that you may refuse this application.

I/We acknowledge that if I/we provide instruction to remove any of the above-named applicants as authorised signatories on the Business Bank Account or the Account Mandate is updated, we give permission to cancel the Cards and I/we will return the Cards to the bank.

Who needs to sign?

**Limited Company/PLC** – two directors or one Director and the Company Secretary (except Limited Company with sole Director which requires sole signature).

**Limited Liability Partnership (LLP)** – one Designated Member together with either any other Designated Member or the Secretary of the LLP.

Authorised Signatory (as per the above)

Name	<input type="text"/>																											
Position / Title	<input type="text"/>																											
Signature	<input type="text"/>														Date	Day		Month		Year								
																<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
Name	<input type="text"/>																											
Position / Title	<input type="text"/>																											
Signature	<input type="text"/>														Date	Day		Month		Year								
																<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			

## 6. Data Protection Notice

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**Effective 1 April 2021**

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

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

### 1. Who we are

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

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

### 2. Data Protection Officer

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

### 3. How we collect information about you

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

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

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

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

### 4. How we keep your information safe

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

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

### 5. How long we keep your information

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

### 6. Meeting our legal and regulatory obligations

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

- performance of a contract;
- legal obligation;

- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

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

### 7. Consent

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

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

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

### 8. How we use your information

We use information about you to:

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

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

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

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

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

### 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;

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

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

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

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

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

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

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

## 10. International transfers of data

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

## 11. Your personal information rights

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

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

We can help you with:

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

*Updating and correcting your personal details.*

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

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

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

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

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

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

## 12. Making a complaint

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

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

## 13. Updates to this notice

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

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

## Marketing Options:

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

### Applicant

By phone Yes ☐ No ☐

By post Yes ☐ No ☐

By email Yes ☐ No ☐



This section should be signed by two Directors or one Director and the Company Secretary. If there is no Company Secretary and only a Sole Director, or if the Sole Director is also the Company Secretary then the Sole Director must sign. In the instance where the Sole Director has not been met face to face, i.e. you have not met with a staff member, the Sole Director must sign in the presence of a witness who attests the signature. **The Bank requires this witness to be either a solicitor or accountant.**

it was resolved that:

- The Company hereby undertakes and agrees to indemnify the Bank and to hold the Bank harmless against any actions proceedings costs claims and demands losses or expenses which the Bank may suffer, incur or sustain by reason of the Bank having complied with such request(s) and the Company hereby acknowledges that the Bank is under no liability in respect of any failure to comply with such request(s).

I/we confirm that I/we have had an opportunity to read and I/we accept, on behalf of the Company, all the terms and conditions of the Account(s), and that I/we am/are duly authorised to accept such terms and conditions on behalf of the company.

By signing below, I/we certify authorisation to provide the information in this form and that such information is correct. I/we undertake to provide a copy of the Tax Reporting – Customer Information Notice to all persons whose information is provided prior to providing their information to AIB.

I/we, on behalf of the account holder, undertake to advise AIB promptly and provide an updated Tax Certification Form within 30 days where any change in circumstance occurs which affects the tax residency status of the account, or causes any of the information contained in this form to be incorrect including any changes to the controlling persons information.



Name	<div></div>																												
Director	<div></div>	Secretary	<div></div>																										
Signature	<div></div>														Date	<div></div> <div></div>		/		<div></div> <div></div>		/		<div></div> <div></div> <div></div>					
Name	<div></div>																												
Director	<div></div>	Secretary	<div></div>																										
Signature	<div></div>														Date	<div></div> <div></div>		/		<div></div> <div></div>		/		<div></div> <div></div> <div></div>					

There is a requirement for the below section to be completed by a witness where the customer has not been met face to face. The Bank requires this witness to be either a solicitor or accountant.

Witness Name	<div></div>																												
Witness Address	<div></div>																												
	<div></div>																												
	<div></div>																												
Witness Occupation	<div></div>																												
Witness Signature	<div></div>														Date	<div></div> <div></div>		/		<div></div> <div></div>		/		<div></div> <div></div> <div></div>					



I/we, on behalf of the account holder, undertake to advise AIB promptly and provide an updated Tax Certification Form within 30 days where any change in circumstance occurs which affects the tax residency status of the account, or causes any of the information contained in this form to be incorrect including any changes to the controlling persons information.

Name																								
Position (i.e. Designated Member)																								
Signature													Date	Day	Month	Year								
															/			/						
Name																								
Position (i.e. Designated Member)																								
Signature													Date	Day	Month	Year								
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Name																								
Position (i.e. Designated Member)																								
Signature													Date	Day	Month	Year								
															/			/						
Name																								
Position (i.e. Designated Member)																								
Signature													Date	Day	Month	Year								
															/			/						



3. In consideration of the Bank agreeing at the Club/the Society/the Association/the Charity’s request and at the Bank’s absolute discretion to accept credits for any such Account(s) notwithstanding that such credits are to be payable to the Club/ the Society/the Association/the Charity.

We hereby undertake and agree to indemnify the Bank and to hold the Bank harmless against any actions proceedings costs claims and demands losses or expenses which the Bank may suffer, incur or sustain by reason of the Bank having complied with such request(s) and we hereby acknowledge that the Bank is under no liability in respect of any failure to comply with such request(s).

We request that this Account Mandate, having been notified to the Bank, shall remain in force unless and until altered or varied by new instructions given pursuant to a decision of the committee advised to the Bank in writing under the hand of Chairperson of the meeting (or president of the Association) and countersigned by the secretary whereupon such new instructions giving effect to such decision shall replace or alter, as the case may be, the instructions herein contained.

We confirm the validity of the Authorised Signatories listed above.

We confirm that the information contained in this application is true and correct.

We confirm that we have had an opportunity to read and we accept, on behalf of the Club/the Society/the Association/the Charity, all the terms and conditions of the Account(s), and that we are duly authorised to accept such terms and conditions on behalf of the Club/the Society/the Association/the Charity.

Where We have opened a current account, deposit account or currency account We acknowledge receipt of the Financial Services Compensation Scheme (FSCS) Depositor Information Sheet and Exclusions List.

By signing below, I/we certify authorisation to provide the information in this form and that such information is correct. I/we undertake to provide a copy of the Tax Reporting – Customer Information Notice to all persons whose information is provided prior to providing their information to AIB.

I/we acknowledge that the information contained in this form and information regarding the account holder, and where relevant the account holder’s controlling persons may be reported to tax authorities of another country or countries in which the account holder and/or where relevant the account holder’s controlling persons may be tax resident.

I/we, on behalf of the account holder, undertake to advise AIB promptly and provide an updated Tax Certification Form within 30 days where any change in circumstance occurs which affects the tax residency status of the account, or causes any of the information contained in this form to be incorrect including any changes to the controlling persons information.

**This section should be signed by at least two authorised officials of the Club/Society/Unincorporated Association/Charity (i.e. the Chairperson, Secretary, Director, Treasurer).**

Name	<input type="text"/>																									
Position (i.e. Authorised Member)	<input type="text"/>																									
Signature	<input type="text"/>													Date	<input type="text"/>		Day	<input type="text"/>		Month	<input type="text"/>		Year	<input type="text"/>		
Name	<input type="text"/>																									
Position (i.e. Authorised Member)	<input type="text"/>																									
Signature	<input type="text"/>													Date	<input type="text"/>		Day	<input type="text"/>		Month	<input type="text"/>		Year	<input type="text"/>		
Name	<input type="text"/>																									
Position (i.e. Authorised Member)	<input type="text"/>																									
Signature	<input type="text"/>													Date	<input type="text"/>		Day	<input type="text"/>		Month	<input type="text"/>		Year	<input type="text"/>		
Name	<input type="text"/>																									
Position (i.e. Authorised Member)	<input type="text"/>																									
Signature	<input type="text"/>													Date	<input type="text"/>		Day	<input type="text"/>		Month	<input type="text"/>		Year	<input type="text"/>		



## Account Declaration

We certify that a meeting of the \*Directors/Committee (\*deleted as appropriate) of (insert Credit Union name)

\*presently in the course of

formation **(\*delete as appropriate)** ('the Credit Union') held on the   /   /     the following resolutions were passed:-

1. That AIB Group (UK) p.l.c ('the Bank'), be and is hereby appointed to act as Banker to the Credit Union\*, (during the period of its formation). **(\*delete as appropriate)**
2. That the Bank be and is hereby requested and authorised to open/continue **(\*delete as appropriate)** such account(s) in the name of the Credit Union as may be considered appropriate for the receipt and disbursement of the Credit Union's money whether on interest bearing deposit or otherwise and to give effect to any order, direction, request or instruction expressed to have been made or given by the Credit Union relating to drawings on or withdrawals or transfers from such account(s) from time to time originated by cheque, bill, note, acceptance, instrument, order (including a standing order and a banker's order) debit (including direct debit), request, instruction or receipt, as the case may be, appropriate to the particular type of account, effected, made or given in accordance with the drawing instructions in Section A hereof and notwithstanding that such account(s) be overdrawn by such payments or otherwise.
3. That this Account Mandate having been notified to the Bank shall remain in force **\*(pending registration)** **(\*delete as appropriate)** unless and until altered or varied by new instructions given pursuant to a decision of the Committee/Directors **(\*delete as appropriate)** advised to the Bank in writing (in the form of a certified extract from the minutes of the relevant meeting) under the hand of the signatories hereto whereupon such new or supplemental instructions giving effect to such decision (to the extent that the same shall be at variance or inconsistent therewith) shall replace or alter, as the case may be, the instructions herein contained.
4. That the Bank **\*(on registration being effected)** **(\*delete as appropriate)** be furnished with the Certificate of Acknowledgement of the Registration of the Credit Union under the Industrial and Provident Societies Act (Northern Ireland) 1969 and 1985 (for sighting purposes only) and a print of the Rules of the Credit Union, together with the details of a Committee Member, Secretary, Treasurer and Assistant Treasurer of the Credit Union and that the Bank be informed by notice in writing, signed by the Secretary as soon as may be, of any change taking place from time to time by the Committee Members, Secretary, Treasurer and Assistant Treasurer of the Credit Union.
5. In the event of any cheque, bill, note, pay order or other instrument lodged by the **\*Committee/Directors** **(\*Delete as appropriate)** or on its instructions with the Bank or the Bank's appointed agents for collection and crediting to any such account (s) being dishonoured on presentation or of the Bank being obliged for any justifiable reason (of which the Bank's decision shall be conclusive) to repay the proceeds thereof after collection to any person whether claiming as true owner, drawer, drawee, endorsee or otherwise, the Bank are hereby irrevocably authorised to debit the amount to any such account(s), together with all fees and charges incurred in connection therewith.
6. That all statements supplied by you setting out transactions on the account(s) be examined by the **\*Committee/Directors** **(\*Delete as appropriate)** and it is hereby agreed that unless you receive objections in writing to any of the matters contained in such statements within 21 days of the date of such statements, the **\*Committee/Directors** **(\*Delete as appropriate)** shall be deemed conclusively to have accepted all the matters contained in such statements as true and accurate in all respects.
7. That this Account Mandate, having been notified to the Bank, shall remain in force unless and until altered or varied by new instructions given pursuant to a decision of the Board/Committee advised to the Bank in writing (in the form of a certified extract from the minutes of the relevant meeting or in a new Account Mandate form as may be appropriate) under the hand of a Director/Chairman and countersigned by the Secretary whereupon such new instructions giving effect to such decision (to the extent that the same shall be at variance or inconsistent therewith) shall replace or alter, as the case may be, the instructions herein contained.

In consideration of the Bank acting and/or continuing to act as agent on our behalf for the clearing of cheques and other instruments notwithstanding that the Cheques Act 1992 imposes certain restrictions on the transferability of certain types of cheques we hereby request and authorise the Bank to collect and/or continue to collect on our behalf and/or accept for the credit of our account(s) cheques which are not payable to (insert Credit Union name)

We shall only present such cheques where we are satisfied of our right to receive payment of the said cheque(s).The Bank is hereby authorised in its absolute discretion to refuse to collect any cheque presented to you under this undertaking and indemnity without any liability on the Bank for so doing.

Branch only and other instruments notwithstanding that the Cheques Act 1992 imposes certain restrictions on the transferability of certain types of cheques we hereby request and authorise the Bank to encash and/or continue to encash cheques which are drawn on our accounts with or without endorsement and notwithstanding any particular directions or crossings on any such instruments and notwithstanding that these may be crossed "account payee" or "account payee only" or otherwise as "not negotiable" and made payable to various payees notwithstanding that the payees may or may not hold accounts with the Bank. The Bank is hereby authorised in its absolute discretion to refuse to encash any cheque presented to it under this undertaking and indemnity without any liability on it for so doing.

We hereby indemnify the Bank and keep the Bank indemnified from and against all claims demands actions losses damages costs charges and expenses which it may incur or suffer by virtue of it agreeing to the above arrangements and we undertake to reimburse the Bank on demand with any amounts which it may claim from us arising from such indemnity failing which the Bank is hereby irrevocably authorised to debit any such sums to our account(s) with the Bank.

We have read and understand the Data Protection Notice.

We confirm the validity of the Authorised Signatories listed in the Section above.

We confirm that the information contained in this application is true and correct.

We confirm that we have had an opportunity to read and I/we accept, on behalf of the Credit Union, all the terms and conditions of the Account(s), and that we are duly authorised to accept such terms and conditions on behalf of the Credit Union.

Where We have opened a current account, deposit account or currency account We acknowledge receipt of the Financial Services Compensation Scheme (FSCS) Depositor Information Sheet and Exclusions List.

By signing below, I/we certify authorisation to provide the information in this form and that such information is correct. I/we undertake to provide a copy of the Tax Reporting – Customer Information Notice to all persons whose information is provided prior to providing their information to AIB.

I/we acknowledge that the information contained in this form and information regarding the account holder, and where relevant the account holder's controlling persons may be reported to tax authorities of another country or countries in which the account holder and/or where relevant the account holder's controlling persons may be tax resident.

I/we, on behalf of the account holder, undertake to advise AIB promptly and provide an updated Tax Certification Form within 30 days where any change in circumstance occurs which affects the tax residency status of the account, or causes any of the information contained in this form to be incorrect including any changes to the controlling persons information.



## **Definitions of Controlling Persons by Legal Entity**

### **Company**

Any individuals who ultimately own or control 25% or more of the shares or voting rights in the company or otherwise exercise control over the management of the company.

In circumstances where no individual owns or controls 25% or more of the shares or voting rights in the Company or otherwise exercises control over the management of the Company, then details of the two individuals who hold the greatest percentage of shares or voting rights in the Company or otherwise exercise control must be provided. For example, if 5 shareholders own or control equal shares (20%) of a Company then the details for any 2 individuals must be provided to the Bank.

### **Incorporated Society**

Any individual who ultimately own or control 25% or more of the shares or voting rights in the incorporated society or otherwise exercise control over the management of the incorporated society.

In circumstances where no individual(s) ultimately own or control 25% or more of the shares or voting rights in the incorporated society or otherwise exercises control over the management of the incorporated society, details for the 2 individuals who hold the greatest percentage of shares or voting rights in the incorporated society or otherwise exercise control must be provided. For example, if 5 shareholders own or control equal shares (20%) of an Incorporated Society then the details for any 2 individuals must be provided to the Bank.

### **Partnership**

Any individuals who ultimately own or control a 25% or more share of the capital, or profits or voting rights in the partnership, or who otherwise exercise control over the management of the partnership.

### **Limited Partnership**

Any individuals who ultimately own or control a 25% or more share of the capital, or profits or voting rights in the partnership, or who otherwise exercise control over the management of the partnership.

### **Unincorporated Entity (e.g. Association, Society, Club / Charity)**

Any individual who benefits from or who exercises control over at least 25% or more of the property of the Unincorporated Entity.

### **Other Legal Entities within the Ownership Structure of your Business**

Where there are other legal entities within the ownership structure of your Business, and they own or control 25% or more of the shares or voting rights, capital or profit, (as applicable), or otherwise exercises control in your Business, the details for the Controlling Persons (Beneficial Owners) of that legal entity must be provided to the Bank, and so on until the details of all Controlling Persons (Beneficial Owners) within the ownership structure of your Business are established.



Origin of Funds

Turnover

Post Office Cash Lodgement Limits Required

Daily Limit £  Rolling Annual Limit £

Pooled Client Account Yes ☐ No ☐

### Account 3

Account Title

Account Short Name

Product Code

Product Name

Purpose & Reason for Opening

Origin of Funds

Turnover

Post Office Cash Lodgement Limits Required

Daily Limit £  Rolling Annual Limit £

Pooled Client Account Yes ☐ No ☐

### Account 4

Account Title

Account Short Name

Product Code

Product Name

Purpose & Reason for Opening

Origin of Funds

Turnover

Post Office Cash Lodgement Limits Required

Daily Limit £  Rolling Annual Limit £

Pooled Client Account Yes ☐ No ☐

Beneficiary account flag will default to No. If yes specify reason/details

## FCA Additional Metrics Reporting

Date full information to open the account was provided by the business  /  /

iBB	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Debit Card	Yes	<input type="checkbox"/>	How Many	<input type="checkbox"/>	No	<input type="checkbox"/>
					N/A	<input type="checkbox"/>
Overdraft	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Has a cheque book / Post Office Lodgement Card been ordered?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		

Signed off by (branch official)								Print Name								Signature																Date								
																																Day			Month			Year		

By signing this I confirm that all the above is correct and where necessary documents attached, confirm they are complete.



AIRNI/BOAF 01/25

# Customer Information Section

You will need to read and retain these pages

# Business Debit Card

Terms and Conditions of use effective from 22nd September 2022

This product is only available in NI.

These terms and conditions apply to the Business Debit Card.

**By using your Card you are deemed to have accepted these terms and conditions. In the event of a conflict between these terms and conditions and the Business Account terms and conditions in relation to the Card, these terms and conditions will prevail. We will give you a copy of these terms and conditions when you apply for a Card. You can also get a copy from any of our branches or on our Website at [aibni.co.uk](http://aibni.co.uk)**

“you” and “your” refers to the Account Holder and, unless the context otherwise requires, any Authorised User. The Card is issued by AIB Group (UK) p.l.c., trading under licence as AIB (NI), its successors or assigns (referred to throughout these terms and conditions as ‘we’, ‘us’ and ‘our’). AIB Group is made up of Allied Irish Banks, p.l.c., its subsidiaries and associated companies from time to time, including AIB Group (UK) p.l.c.

Within these terms and conditions, some words have special meanings.

**‘Account’** means the bank Account opened by the Account Holder and kept by us on behalf of the Account Holder on which Transactions can be carried out.

**‘Account Holder’** means only a sole trader, partnership, limited liability partnership, company, club, society, association, trustee, charity or other group, entity or individual(s) in whose name the Account is maintained.

**‘Agreed Overdraft Limit’** means an overdraft amount we have agreed with the Account Holder.

**‘Authorisation’** means our confirmation to a bank or any Outlet that they can accept your Card for a Transaction.

**‘Authorised User’** means a person other than the Account Holder who has been authorised in accordance with Condition 3.8 to effect Transactions on the Account.

**‘Banking App’** means any application provided by us which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making Transactions, to access banking services or such other uses as we may designate from time to time.

**‘Card’** means any Business Debit Card issued by us to you for the purpose of carrying out Transactions on the Account including any virtual or digital versions of the Card registered in a Digital Wallet.

**‘Card Number’** means the number on the front of the Card or any digital versions of the Card Number.

**‘Cash Machine’** means any automated teller machine which is capable of dispensing cash or providing other services associated with your Card.

**‘Chip’** means an integrated circuit used in a Card.

**‘Contactless Transaction’** means a Transaction that is authorised by you touching the Card or Device against a terminal, generally without the need to insert your Card. Whether this is available or not may depend on the amount of the Transaction. You may have to use your PIN, Security Details or a combination of both to confirm some Transactions. Not all terminals can process such Transactions.

**‘Continuous Payment Authority’** is where you have entered into an agreement with a company or service provider for them to take repeated payments from the Account using the Card details.

**‘Device’** means a mobile phone, tablet, watch or other electronic device in which a Digital Card has been registered or that you use to access a Digital Wallet or a Banking App.

**‘Digital Card’** means virtual or digital versions of your Card.

**‘Digital Wallet’** means any electronic payment system which stores your Digital Card for the purposes of carrying out Transactions.

**‘Digital Wallet Agreement’** means any terms and conditions applicable to a Digital Wallet (as may be amended from time to time) which is either offered by us or by a third party provider in agreement with us.

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

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

**‘Helpline’** means our Freephone service on **0800 389 6218** (Some mobile phone providers may charge for calls to this number) or for lost or stolen cards please call our Freephone service on **0800 0391 140**.

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

**‘Outlet’** means any business or individual who accepts a Card as a method of payment.

**‘Payment Service’** means a cash deposit or withdrawal, an electronic payment (for example a direct debit, standing order, credit transfer, Debit Card or credit card Transaction) or a Transaction carried out through our Online Services.

**‘Payment Service Provider’** means any organisation that offers any payment services to customers including, but not limited to, us, AIB Group (UK) p.l.c., trading under licence as AIB (NI).

**‘PIN’** stands for ‘Personal Identification Number’ and means any number we give you, or any number that you later choose, to use with your Card.

**‘Price list for Business customers’ brochure’** means the published list of our fees and charges. These brochures are available at all our branches and also on our Website. You can also call our Helpline.

**‘Safeguard System’** means a system to aid the secure use of your Card online, for example, Visa Secure, as such system or name may change or be replaced from time to time.

**‘Security Code’** means the last block of 3 digits which appears on the signature panel on the reverse of your Card.

**‘Security Details’** means any security details arising out of any security procedure that we may require you to follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example, a password, passcode, access code, Security Code, or biometric data (to include but not limited to, voice or a fingerprint)).

**‘Transaction’** means getting cash, or paying for anything using your Card, Card Number, PIN or any other service you get with your Card including through the use of a Digital Wallet.

**‘Validity Period’** means the time during which you can use your Card. This period starts on the first day you receive your Card and ends on the last day of the ‘EXPIRES END’ month.

**‘Website’** refers to our internet site, [aibni.co.uk](http://aibni.co.uk)

**‘Your Branch’** means the branch where the Account Holder holds the Account.

## General Information

### Contacting us

You can contact us through Your Branch, by email, by phone, by text message (if applicable) or by any other electronic means.

If your Card, Device or any other security feature of the Card or Device is lost or stolen or has fallen into the hands of someone who may use it to commit fraud, please contact us immediately on our Freephone helpline

**0800 0391 140 or 0044 (028) 9033 0099**

if calling from outside the UK. A customer service adviser is available 24 hours a day.

You can also contact us by writing to our Head Office at:

AIB,  
92 Ann Street,  
Belfast,  
BT1 3HH.

### Contacting you:

Subject to applicable law, we may contact you in person, by phone (including text message or push notification), post, hand delivery, by fax, by email or online (for example, via any message facility available on our online banking or similar systems) or other electronic means.

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:

- NEVER ask you to make payments from your Account to any account; and
- NEVER ask you to provide your Security Details.

If you suspect that a call may be fraudulent, or if you are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Fraudsters can keep the original line open and use it to gather your details.

We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.

Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.

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

## MAKING A COMPLAINT

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

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

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

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

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

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephones: **0800 023 4567**

**+44 20 7964 1000** (for calls from outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## 1 LOOKING AFTER YOUR CARD, PIN AND OTHER SECURITY DETAILS

- 1.1 For information on how to use your Card you should refer to the relevant section of your 'Business Debit Card User Guide' brochure
- 1.2 You should sign your Card as soon as you receive it. You should take all reasonable steps to keep your Card and Device safe and your PIN, other security information or any other code allocated to you by us and/or subsequently chosen by you secret, your Card, your Security Details and any Device secure at all times. You should tell us immediately if you change your address, phone number or any other contact details for the Account or Card. The Card will be our property at all times.
- 1.3 You must not let anybody else use your Card, Device, PIN, Security Details or any other code allocated to you by us or chosen by you.

- 1.4 You must not tell anyone your Card Number, except when carrying out a Transaction or to register or activate your Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If you want to, you can register your Card and its number (but not your PIN, Security Details or any other code allocated to you by us or chosen by you) with a recognised card protection company.
- 1.5 We will provide you with your PIN. When you receive your PIN you should memorise it and keep it secret. You can also change your PIN at any UK Cash Machine displaying the LINK sign. Do not choose a PIN that is easy for someone else to guess (such as your date of birth or 1234). You must never tell anyone your PIN. You should never write down or record your PIN on your Card (or anything you normally keep with or near it) in any way which might be recognised as a PIN, or give someone else access to a Device you keep your details on.
- 1.6 You must not give your Device to other people or allow others to use it as they may be able to access or use your Digital Card or Banking App.
- 1.7 Before you replace or dispose of a Device, you must ensure you delete any Digital Wallet or Banking App from that Device. You should also immediately delete any information such as a text message sent or received by you in connection with your Card or Account. You must not have any reference(s) to or details of your PIN or any Security Details on your Device.

## 2 IF YOUR CARD, DEVICE OR SECURITY DETAILS ARE LOST OR MISUSED

- 2.1 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you, or if your Card or if a Device is lost, stolen or likely to be misused, or compromised in any way, you must tell us immediately. Call us, on the number noted in our 'Contacting us' section.
- 2.2 We will accept notice from a card protection company if you have your Card registered with them or from Visa, if your Card, PIN or Security Details has been lost, stolen or is likely to be misused.
- 2.3 If any Card we have issued to you is lost, stolen or misused, we expect you to co-operate with us and the police in any investigation. If we can show that you have acted fraudulently in relation to a Transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and charges.
- 2.4 Unless we can show that you have acted fraudulently or with intent or Gross Negligence, we will refund you the amount of any Transaction, interest and charges:
  - a) if you have not received your Card and someone else misuses it; or
  - b) for all Transactions not authorised by you after you have told us that your Card or Device has been lost or stolen or that someone else knows your PIN, Security Details or other security information; or
  - c) if someone else uses your Card details without your permission and your Card or Device has not been lost or stolen.
- 2.5 Once you have reported your Card as being lost, stolen or likely to be misused, it cannot be used again. If you later find your Card, you must destroy it by cutting through the Chip.
- 2.6 If you act fraudulently, you will be Liable for all losses. If you act with intent or Gross Negligence and you cause losses as a result, you may be Liable for them. This may apply if you fail to keep to any of the conditions set out in section 1, 'Looking after your Card, PIN and other Security Details.'

## 3 USING YOUR CARD

- 3.1 You must only use your Card in line with these terms and conditions, your Account terms and conditions where applicable, the Digital Wallet Agreement and any other terms and conditions relevant to the use of your Card.
- 3.2 The Card must be used for business purposes only.
- 3.3 You can use your Card in the following ways:
  - a) in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine to lodge at the Post Office® or in conjunction with your PIN for withdrawals



and balance enquiries over the counter at a branch or Post Office\*;

- b) for Transactions by mail, telephone, mobile phone or other portable device, online or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);
- c) you can use a Card or a Device to make a Contactless Transaction. You may have to use your PIN, Security Details or a combination of both to confirm some Transactions. Information about Contactless Transactions (for example monetary limits) are available on our website at [aibni.co.uk](http://aibni.co.uk) or by contacting us as set out in the 'Contacting us' section of these Conditions. Some limits may not be disclosed for security purposes;
- d) when requested, if you are unable to provide your PIN, Security Details or complete any authentication process, we may decline to authorise the Transaction.

3.4 You can use your Card only within the Validity Period shown on it.

3.5 Use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting us' section.

3.6 A Card does not give you an overdraft or any other form of credit, so you must apply for these in the normal way. If you already have an agreed overdraft, you can use your Card to make withdrawals, but you must not go over any Agreed Overdraft Limit.

If, by using your Card, you go overdrawn and you do not have an Agreed Overdraft Limit or you go over the Agreed Overdraft Limit and we have not given you permission to do so, the Account Holder must immediately pay back the amount by which you have gone over the limit. We will charge you a fee for any items presented for payment when you have gone overdrawn or the amount you have gone over the Agreed Overdraft Limit. The Account Holder will also have to pay any other bank charges that apply. You can find details of our unauthorised overdraft interest rate and charges in our Price list for Business customers' brochure and also on our Website.

3.7 When necessary, we may give you a new or replacement Card and/or PIN. There may be a charge for new or replacement Cards please refer to our Price list for Business customers' brochure. However, we will not issue any more Cards on the Account if you tell us not to do so. New cards may be issued by us to you from time to time. Before you use your new Card, we may need you to take an extra step to activate it and if required, we will send you details on how to do this with your Card.

3.8 We may, following the request of the Account Holder, agree to issue additional Cards on the Account. Any such agreement on our part is at our absolute discretion, and we are entitled to decline such requests. Each additional Card requires a separate PIN and may be used by a person nominated by you. Additional Cards will be issued subject to these terms and conditions.

3.9 It is the responsibility of the Account Holder to provide the Authorised User with a copy of these terms and conditions and to make sure that the Authorised User complies with these terms and conditions and any subsequent amendments to or replacement of these terms and conditions.

3.10 It is the responsibility of the Account Holder to contact us to cancel any Card issued to an Authorised User who is no longer authorised by the Account Holder to use the Card. For security reasons, immediately destroy all physical Cards by cutting through the Chip and delete or un-register all related Digital Cards.

3.11 If the Authorised User ceases to be an authorised signatory on the Account or if the signing instructions on the Account cease to be 'any to sign' we will cancel the Card(s) on the Account.

#### 4 CARD TRANSACTIONS

4.1 You cannot stop or reverse a Transaction you have made using your Card or Card Number once the Transaction has been completed (whether or not you have entered a PIN or Security Details, signed a voucher or by way of Contactless

Transaction) as we guarantee the payment.

4.2 If you have recurring Transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as broadband or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last Banking day before the payment is due to leave the Account. You should also contact the company or service provider to advise them that you are cancelling the recurring Transaction. Your Card is automatically enrolled in a card updater service with Visa. This service allows participating Outlets to access Card details through Visa so they can continue to process a Transaction, recurring or otherwise. As not all Outlets participate in this service, you should still notify each Outlet when your Card details or the status of your Account changes.

If you don't, your Account may or may not still be charged. You are responsible for making sure the Outlet has your new Card details to process a Transaction. If you would like to opt out of the card updater service, please contact us using the details set out in the 'Contacting Us' section of these Conditions.

4.3 Transactions may take a number of days to appear on the Account statement. If there are any mistakes on the statement or you have any questions about the information on it, you should contact us as soon as possible. We recommend that the Account Holder reviews the Account statement regularly.

4.4 We may, without notice, refuse Authorisation for a Transaction if we have good reason to believe that:

- a) the security of the Account, Card, Security Details or Device is compromised;
  - b) the Account, Card, Security Details or Device could be used to commit fraud, or by someone who does not have authority to use it;
  - c) the Transaction seems unusual compared with the way you normally use your Card, Account or Device;
  - d) in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
  - e) the Transaction would damage our reputation,
- then we may take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying payments to or from your Account and/or declining to authorise Transactions on the Account for any valid reason (for example, where we may suspect fraud, money laundering, terrorism, if we believe we have been provided with incorrect information or we have concerns about the security of your Account). We may also refuse or decline to authorise any Transactions that may be inappropriate for your age group, for example gambling or betting. We may contact you to satisfy ourselves in relation to the nature of the Transaction or payment on the Account.

Where applicable, unless to do so would be against the law, we will try to contact you before we take a decision to decline a Transaction, but it may not always be possible for us to do so. Please refer to the 'Contacting you' section for the ways in which we can communicate with you. If we contact you by text message in relation to your Card, you may be asked to confirm a Transaction by replying to the text message.

This text message from us will not ask you for any personal information, account numbers, PIN or other Security Details. If you are not happy to answer the text message, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.

4.5 The Account Holder is Liable (except as mentioned in section 2), for paying:

- a) all Transactions;
- b) all interest and charges as mentioned in these terms and conditions and the Price list for Business customers' brochure; and
- c) all losses and reasonable costs which we have to pay as a result of you breaching these terms and conditions



including if this is arising from a Card issued to an Authorised User.

- 4.6 When you use your Card to withdraw cash or to carry out any Transaction in a currency other than sterling, you will have to pay extra charges for non-sterling Transactions. You can get details about how we apply these charges from the relevant sections in our Price list for Business customers' brochure. For Transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate which is made up of the Visa exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website [aibni.co.uk](http://aibni.co.uk) In addition to the fees and charges referred to in our Price list for Business customers' brochure you may also be charged a Transaction fee by the local bank which processes the Transaction.

We have no control over third parties that might apply a charge for processing the Transaction or who convert the local currency into sterling and charge for doing this. We also have no control over the rates they may apply.

- 4.7 The available balance on the Account may reflect:
- any Authorisation we have given for a Transaction which has already been carried out but has not yet appeared on the Account statement; or
  - any Authorisation we have given for a Transaction which has not yet been carried out but for which we have been asked to authorise an estimated amount.

- 4.8 Once a Card Transaction has been carried out on the Account both the Account Holder and us will be bound by that Transaction, unless the details of it are proved to be incorrect. If we think you have acted fraudulently or with intent or Gross Negligence, it will be our responsibility to prove it. We must also prove that you have received your Card if there is any dispute about this. If you have any questions about Card Transactions on the Account, you should contact us as soon as possible and in any case no later than 13 months after the date of the Transaction.

- 4.9 If we issue a Card for use by an Authorised User, the Account Holder will be Liable for all amounts arising from, or losses incurred in connection with the use of the Card. If we receive an instruction about the Card from the Account Holder or Authorised User, we may act on it.

- 4.10 When you want to make a Transaction online, we may need to confirm it's you before the Transaction can be authorised. We'll do this by using a Safeguard System and may also use an authentication service. Your Card is automatically enrolled for a Safeguard System, however the Cardholder or Authorised User (if applicable) may need to register for an authentication service. This authentication service will require you to enter your Security Details to identify you, for example, using a Banking App, or any other way made available by us. If we ask you to identify yourself and you can't or you don't follow the instructions for the Safeguard System or the authentication service, we will take it that your Transaction is not authorised and it will not go ahead. For this reason, it is important to ensure that the personal information we hold about the Cardholder and any Authorised User (if applicable) is up-to-date (for example your mobile phone number and email address). To find out more about this please go to [aibni.co.uk/webshopping](http://aibni.co.uk/webshopping)

- 4.11 When you make a Transaction using your Card, the balance on your Account will usually be decreased immediately by the amount of the Transaction. Sometimes, an Outlet (for example a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may reduce your available balance, although that pre-authorised amount may only be charged by the hotel or petrol station to your Account where you have obtained goods or services to the value of the pre-authorised amount. Once the Outlet instructs us to, we will remove the pre-authorised amount as soon as possible.

We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.

## 5 REFUNDS (FOR MORE DETAILS PLEASE ALSO SEE THE ACCOUNT TERMS AND CONDITIONS)

- 5.1 If you are not happy with something you have paid for using your Card and the Outlet agrees to give you a refund, we will only credit the Account with the amount due upon receipt and processing of the refund amount from the Outlet. For non-sterling Transactions the amount actually credited to your Account may, following deduction of relevant fees and charges, differ from the original amount of the Transaction carried out on your Account. We will not accept any other method of refund. Unless the law says otherwise, you cannot use a claim you have made against an Outlet as a defence or claim against us.

- 5.2 We cannot be held Liable (whether or not you or an Authorised User make or try to make a Transaction) for:
- any other person failing, or taking longer than expected, to accept your Card, Device or Card Number;
  - the way in which any other person communicates that they failed or took longer than expected to accept your Card, Device or Card Number, or refused to authorise a Transaction; or
  - The publication of a refusal of Authorisation of any Transaction.

- 5.3 Where a payment from your Account has been initiated by or through a Payee, you may be entitled to a refund if:

- the authorisation you gave did not specify the exact amount of the payment; or
- the payment made from your Account was more than reasonably expected, taking into account your previous spending pattern, the terms and conditions of your Account or Card and the circumstances surrounding the payment.

To request a refund, you must tell us as soon as possible if either or both of the above happen and, in any case, no later than 8 weeks after the amount is taken from your Account.

- 5.4 We will refund you within 10 Banking days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same 10 Banking day timeframe along with our reasons.

- 5.5 You are not entitled to a refund where:

- you have given consent directly to the Payment Service Provider for the Transaction; and
- information on the Transaction was provided or made available in an agreed manner to you by the Payment Service Provider or Payee at least four weeks before the due date.

- 5.6 If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Making a complaint' section for details.

## 6 CANCELLING THE CARD

- 6.1 We reserve the right at any time and without giving notice, to refuse Authorisation for a Transaction. We may also make this refusal public. We can also decide not to renew or replace the Card. We can also cancel the Card on the Account. If we take such action we will give the Account Holder notice of this in writing. If we decide to do this we will, wherever possible, give the Account Holder at least two months' notice in writing unless there are exceptional circumstances. These include, but are not limited to, the following:

- the security of the Account, your Card or Device is compromised;
- the Account, your Card or Device could be used to commit fraud, or by someone who does not have authority to use it;
- in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed;
- if an encumbrancer takes possession of, or a receiver, administrator, administrative receiver, liquidator, trustee, manager or similar officer is appointed over all or any part of your business or assets;

- e) if you are unable to pay your debts, within the meaning of Article 103 of the Insolvency (NI) Order 1989, or if you are the subject of an administration order or if you make or offer to make any voluntary arrangement or composition with your creditors or if you suffer a material change in your financial position which adversely affects your ability to perform your obligations in connection with the Account;
  - f) if you pass a resolution for, or are the subject of, a court order for your liquidation, whether compulsory or voluntary, except for the purposes of solvent amalgamation or reconstruction;
  - g) if you cease, or threaten to cease to carry on business;
  - h) if any representations, warranties or statements made by you to us in connection with the Account are breached or are untrue in any material respect;
  - i) we have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
  - j) you act, or are suspected of acting, fraudulently against us or any other party;
  - k) if you commit any serious or repeated breach of these terms and conditions;
  - l) if you are in breach of any other agreement with us;
  - m) to enable us to comply with any law, regulation, code or good practice;
  - n) you have failed security checks in a manner that we deem unacceptable; or
  - o) if you can no longer manage your financial affairs or you die.
- 6.2 If we ask you to return the Card, you must do so immediately, cutting the physical Card through the Chip and delete or un-register all related Digital Cards for security reasons. If you try to use the Card after we have suspended or cancelled it, any person acting on our behalf has the right to hold the Card and not return it to you.
- ## 7 ENDING THIS AGREEMENT
- 7.1 There is no minimum period for how long this Agreement needs to be in force. It will continue to be in force until either you or we end it in line with these terms and conditions.
- 7.2 Unless we have agreed otherwise, you can end this Agreement any time by contacting us. We may end this Agreement by giving the Account Holder at least two months' notice in writing. If you or we end the Agreement, you must, for security reasons, immediately destroy all physical Cards you (or any other Authorised Users) hold by cutting through the Chip and delete or un-register all related Digital Cards.
- 7.3 Whether you or we end this Agreement, its terms will continue to apply until you have paid all the money you owe.
- ## 8 GENERAL
- 8.1 We will not be Liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
- a) a fault which has happened in any system or machine used to carry out a Transaction;
  - b) an industrial dispute (for example, a strike);
  - c) anything outside our or our agents' or subcontractors' control; or
  - d) for the Card being retained, damaged or not honoured by a third party.
- 8.2 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.
- 8.3 We shall not be Liable for any loss you suffer due to our failure to perform our obligations under this Agreement where that failure arises because of anything outside our reasonable control. Any liability we do have in these circumstances will be limited to your direct loss caused by any such failure and shall, in any case, be no more than the amount of the relevant Transaction (where you have lost that amount), plus interest and any relevant fees.
- 8.4 Third parties providing applications or services in connection with the use of your Card(s), Digital Cards or Digital Wallet (for example, a mobile phone provider or app provider) may have their own agreements, including in relation to fees which you are subject to in relation to the use of your Card(s), Digital Card or Digital Wallet ("Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before you sign up to the relevant application or service and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Third Party Agreements nor any other applications or services which are provided by third parties in connection with the use of your Card(s), Digital Cards or Digital Wallet, including any fees or charges which may be levied to you by third parties in connection with your use of their applications or services.
- 8.5 If we send a written demand or notice in connection with the Account or Card by post to the last address you gave us, we will consider this to have been properly served and received on the day that you should have received the envelope containing the demand or notice.
- 8.6 If we choose not to enforce any term, or we cannot enforce any term which applies to the Account, this will not affect our right to:
- a) enforce that term later; or
  - b) enforce any of the other terms which applies to the Account or the Card.
- 8.7 These terms and conditions are written in English and all our communications will be in English.
- 8.8 The laws of Northern Ireland apply to this Agreement and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of this Agreement.
- 8.9 We have the right at all times to change and add to these terms and conditions as a result of:
- a) a change in the law, regulation, code or good practice;
  - b) customer feedback;
  - c) product development; or
  - d) for any other valid reason we give you at the time we tell you about the change.
- If we want to make a change to your terms and conditions we will let the Account Holder know at least two months' beforehand in writing (unless, by law or in line with regulation, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended terms and conditions. If you are not happy, you have the right to end this Agreement with us. At any time up to two months' from the date of the notice, you can, without notice, cancel your Card without having to pay any extra charges or interest for doing this. When you receive this notice, you can end the Agreement in line with section 7, as long as you have paid all the amounts you owe. However, if you continue to hold your Card after this time, we will consider you to have accepted the relevant changes. It is the responsibility of the Account Holder to provide the Authorised User with a copy of these amended terms and conditions.
- 8.10 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. When you apply for your Card through our online banking services (if applicable), you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.



Protected

# Financial Services Compensation Scheme – Depositor Information Sheet



## Basic information about the protection of your eligible deposits

Eligible deposits in AIB Group (UK) p.l.c. are protected by:	the Financial Services Compensation Scheme ("FSCS") <sup>(1)</sup>
Limit of protection:	£85,000 per depositor per bank <sup>(2)</sup> Your bank, AIB Group (UK) p.l.c., operates under license as AIB (NI) in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain
If you have more eligible deposits at the same bank:	All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of £85,000. <sup>(2)</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>(3)</sup>
Reimbursement period in case of bank's failure:	20 working days <sup>(4)</sup>
Currency of reimbursement:	Pound sterling (GBP, £)
To contact AIB Group (UK) p.l.c for enquiries relating to your account	AIB Group (UK) p.l.c (trading as AIB (NI)) 92 Ann Street, Belfast, BT1 3HH 0345 6005 925 <sup>†</sup> aibni.co.uk <sup>†</sup> Call charges may vary – refer to your service provider
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 Email: ICT@fscs.org.uk
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>

## Additional information

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

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

### (2) General limit of protection

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

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

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

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

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

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

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

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

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

### (4) Reimbursement

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

within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply. Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

### Other important information

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



Protected

# Financial Services Compensation Scheme – Exclusions List



## A deposit is excluded from protection if:

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

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

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

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

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

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

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