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# Business Accounts Guide

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## Contents

Page

### A About our business accounts

6

1. AIB (NI) business accounts 6
2. Who can have a business account? 6
3. Types of business accounts from AIB (NI) 6
4. Opening a business account 6
  - (i) What form of identification do I need to open an account? 6
  - (ii) What other information do I need to provide? 7
  - (iii) Account mandate 7
  - (iv) Credit Reference Agency searches 7

### B How do our business accounts work?

8

1. How does a business current account work? 8
  - (i) Types of business current accounts 8
    - a) Standard Business Current Account 8
    - b) Managed Account 8
    - c) Business Access Account 8
  - (ii) Lodging funds 8
  - (iii) Withdrawing funds 8
  - (iv) Credit interest 8
  - (v) Debit interest 8
  - (vi) Statements 9
2. How does a Select Account work? 9
  - (i) Minimum balance 9
  - (ii) Lodging funds 9
  - (iii) Withdrawing funds 9
  - (iv) Interest 9
  - (v) Statements 9
3. How does a Fixed Term Deposit Account work? 9
  - (i) Minimum balance 10
  - (ii) Withdrawing funds 10
  - (iii) Maturity instructions 10
  - (iv) Interest 10
  - (v) Monthly income option 10
  - (vi) Statements 10

### C Withdrawals

10

1. At any AIB (NI) branch 10
2. Cheques 10
  - (i) Writing a cheque 10
  - (ii) Stopping a cheque 11
  - (iii) Clearance of cheques 11
  - (iv) Unpaid cheques 12
  - (v) Out of date cheques 13
  - (vi) Paid cheques 13
3. Standing orders 13
  - (i) Clearance of automated payments 14
4. Direct Debits 14
  - (i) Direct Debit Guarantee Scheme 14

<b>D Post Office® services</b>	<b>14</b>
<b>E Fees and interest</b>	<b>15</b>
1. Interest	15
(i) Credit interest	15
(ii) Debit interest	15
(a) Debit interest	15
(b) Uncleared interest	15
(iii) Set-off interest	15
(iv) Taxation of interest	15
(v) Interest rate information	16
2. Fees and charges	16
3. Foreign currency exchange rates	16
<b>F Cards</b>	<b>17</b>
1. Merchant Services	17
2. Visa business card	17
3. Business Debit Card	18
<b>G Internet Business Banking (iBB)</b>	<b>19</b>
(i) What you can use Internet Business Banking (iBB) for	19
(ii) Taking care	19
<b>H International banking services</b>	<b>20</b>
<b>I Borrowing from us</b>	<b>21</b>
1. How much can I borrow?	21
2. Providing information	21
3. Overdrafts	21
4. Loans	21
5. Agreements	21
6. Security	22
7. Guarantees	22
8. Status enquiries	23
9. Credit scoring/behavioural scoring	23
10. Financial difficulties	23
11. Credit Decision Support	24
<b>J Protecting you</b>	<b>24</b>
1. Protect your account and business against fraud	24
(i) Information	24
(ii) Issuing cheques	25
(iii) Storing cheques	26
(iv) Payment instructions	26
2. Data Protection Notice	26

<b>K Other information</b>	<b>29</b>
1. Joint and partnership accounts	30
2. Death of a customer	30
(i) Sole trader	30
(ii) Partnerships	30
3. Closure of accounts	30
4. Changes to terms and conditions	31
5. Making a complaint	31
6. The right to cancel – cooling off period	31
7. UK Financial Regulation	31
8. Help us to help you	32

# A About our business accounts

## 1. AIB (NI) Business accounts

This is a guide to using your AIB (NI) business accounts, whether they are current accounts or deposit accounts. It details the main features of the accounts and how they work. The guide should be read in conjunction with the terms and conditions associated with each account type (issued to you when the account is opened) and kept carefully in a safe place for future reference. Should there be a conflict between this guide and the terms and conditions, the latter will have priority.

We will

- help you to understand how your accounts work
- give you information on our services and products in plain language, and offer help if there is any aspect that you do not understand
- help you to understand the financial implications of various products and services including borrowing.

Should you require clarification on any issues, please contact your branch.

## 2. Who can have a business account?

Business customers include

- Sole traders - a person operating a business in their own name or under a trade name
- Partnerships - two or more people operating a business together under their own names or under a trade name
- Companies - a legal entity incorporated as a limited or unlimited company
- Clubs, Societies, Associations, Trustees, Charities and other groups, that provide a service for the benefit of others.

## 3. Types of business accounts available

We offer the following types of business accounts.

- Business Current Accounts
  - Standard Current Account
  - Managed Account
  - Business Access Account
- Select Account
- Fixed Term Deposit Account

## 4. Opening a business account

If you wish to open a new account with us or to transfer your account from another bank or building society the first thing you should do is to make an appointment for an interview at your local AIB (NI) branch. At the interview you will need to provide us with specific identification and legal documentation before we can open the account or make the transfer for you.

We, along with a number of other UK providers of business bank accounts, have agreed to a basic set of information that we will need from you in order to open up a new UK Business Current Account. To help you find out what sort of questions we will ask and what sort of information we may need from you to open an account, a "Business Account Checklist" is available from UK Finance who are the UK's leading trade association for financial services. You can go to our website ([aibni.co.uk](http://aibni.co.uk)) and search for "Business Account Guide" where you will find a link to this checklist.

### (i) What form of identification do I need to open an account?

The Money Laundering Regulations 1993 (as amended from time to time) require all banks, building societies and other suppliers of financial services to have procedures in place which prevent money laundering. We must ensure that all directors, proprietors, partners and account signatories provide suitable identification to us before we open an account for their business or organisation.

Typical forms of acceptable photographic identification include a current 10-year passport or Northern Ireland Driving Licence. To confirm your address we will also need to see a current utility bill (e.g. an electricity or telephone bill) or statements from another bank/building society or a credit card statement on which your address is clearly displayed. We can also tell you about other forms of acceptable identification if you ask us.

### **(ii) What other information do I need to provide?**

In addition to identification we may also need to see other documentation before we can open an account for you. In order to ascertain your financial standing we may request copies of audited or certified accounts and bank statements. New companies or organisations may be asked to provide projections and business plans. Additional documentation will depend on the type of business you are operating or intending to operate:

- Companies will be asked to provide a copy of the Certificate of Incorporation (and Certificate of Incorporation on Change of Name - if applicable).
- Clubs, Societies, Associations and Charities will be asked to provide a copy of the rules governing the organisation and any other relevant certificates.
- Trustees will be asked to provide copies of trust deeds governing the scheme for which they are trustees and deeds of appointment and/or removal where applicable.

The exact requirements will be contained on the business account application form which must be completed by you when you wish to open an account.

### **(iii) Account mandate**

When opening a business account the account holder(s) will be requested to complete a Bank mandate form which is an instruction to the Bank indicating who is authorised to operate the account. It may also provide information on any

trading names used by the account holders(s). This account mandate will continue until it is amended or replaced by the account holder(s). See also Section K3.


### **(iv) Credit Reference Agency searches**

In addition to requiring suitable identification when you are opening an account [see section A4(i)] the Bank may also carry out a voters roll search for the purpose of verifying your identity. These searches will not be seen or used by lenders to assess your ability to obtain credit. In addition we may search AIB Group records.

When considering an application for credit, we may carry out a credit search. Licensed Credit Reference Agencies will record details of each search we make whether or not an application proceeds, which in the short term could impact credit applications you make elsewhere.

When you borrow or enter into a financial obligation, the Bank may give details of the relevant agreement(s) and/or account(s) and how you conduct the agreement(s) and/or account(s) to licensed Credit Reference Agencies on a regular basis.

We will ask for your consent before we carry out licensed Credit Reference Agency searches or disclose your details to a Credit Reference Agency on a regular basis.

This consent clause is contained in the  Use of Personal Information section in all of our application forms. Details of the searches we carry out are also described in our terms and conditions.

Searches we make may relate to your business. They may also relate to Directors', Partners' or Sole Traders' personal capacities.

We may give information about the debts you owe us to Credit Reference Agencies in the following circumstances whether or not we have your consent

- if you have fallen behind with your payments; and
- the amount owed is not in dispute; and
- you have not made proposals we are satisfied with for repaying your debt following our final demand.

However, in this case, we will write to you at least 28 days before we plan to give information about the debts you owe us to Credit Reference Agencies. In this letter we will explain to you the role of Credit Reference Agencies and the effect the information they hold can have on your ability to obtain credit.

You have a right of access to your personal records held by licensed Credit Reference Agencies. If you would like to know the names of the Agencies used by the Bank please write to us at AIB Group (UK) p.l.c. FREEPOST BEL 2196, Belfast BT1 3BR.

## B How do our business accounts work?

### 1. How does a business account work?

#### (i) Types of business current account

AIB (NI) offers three different types of business current account:

#### a) Standard Business Current Account

This is a non-interest paying, statement based account that gives you quick, convenient and easy access to your money through the use of a cheque book.

#### b) Managed Account

This is a statement based chequing account which pays interest on cleared credit balances. Interest is calculated on a daily basis according to the cleared balance on the account. The Managed Account is restricted to professional firms managing client funds.

#### c) Business Access Account

This is also a statement based account and is designed to complement the

Standard Business Current Account and the Managed Account by offering credit interest with instant access. Interest is calculated on a daily basis according to the cleared credit balance on the account.

A Business Access Account cannot be used to pay cheques, standing orders, or direct debits.

#### (ii) Lodging funds

Using the lodgement slips provided, you may make a lodgement to your business current account at your local branch. You can also use 'Quicklodge' machines where these are available.

#### (iii) Withdrawing funds

You can instantly withdraw money from your business current account in the following ways.

- By cheque.
- By direct debit and standing order on Standard Business Current Accounts and Managed Accounts only.

See our price list leaflet for details (all withdrawals are subject to account funds being cleared).

#### (iv) Credit interest

No credit interest is payable on the Standard Business Current Account. Credit interest on Managed Accounts and Business Access Accounts, is calculated on a daily basis on the cleared balance of the accounts. It is calculated in mid-March, June, September and December and credited to the account. Where credit interest and debit interest are applicable during a quarterly interest period, the amounts are netted before being applied to the account.

#### (v) Debit interest

Debit interest is calculated daily and debited to the account in January, April, July and October following pre-notification to you.

## **(vi) Statements**

We must make your statement available to you at least every month and free of charge during any period that there has been a payment transaction on your Account. Personal Business customers have the option through Online and Mobile Banking to view eStatements.

Using Online Banking you can choose to stop receiving your statements in paper format. If we do not hear from you, we will assume you are happy to receive your statement in the same way that you receive this information currently, for example, by way of paper statement or eStatement (Personal Banking customers only).

## **2. How does a Select Account work?**

A Select Account is a savings account that pays interest on your money while offering instant access through your branch.

### **(i) Minimum balance**

You can open a Select Account with as little or as much money as you want.

### **(ii) Lodging funds**

You can add to your Select Account whenever you want. You can make lodgements of cheques or cash at your local branch and you can also make regular payments into your Select Account by standing order. You can transfer any amount up to the available balance in your current account using AIB (NI) iBusiness Banking (See section G).

### **(iii) Withdrawing funds**

You can withdraw any amount up to the cleared balance of your account at your local branch.

Subject to the availability of funds in your account, you can use AIB (NI) iBusiness Banking to transfer funds to nominated accounts. (See section G).

If you are withdrawing money from our branch that is not the one where you

hold your account you may need to bring some form of identification with you (See section A4(i)). Withdrawals are not normally permitted against uncleared funds (See section C2(iii)).

**A Select Account is not suitable for making payments by cheque, standing order or direct debit.**

## **(iv) Interest**

Interest rates for the Select Account are variable and tiered, so the higher the balance the more interest you earn. We will work out credit interest each day on Select Accounts and pay this to your account at the close of business on or around 1 April each year.

You can find out the interest rate that applies to your account on notices in all our branches, on the AIB (NI) website [aibni.co.uk/business](http://aibni.co.uk/business) and by phoning our Helpline on 0345 6005 925\*.

\*Calls may be recorded. Call charges may vary - refer to your service provider.

## **(v) Statements**

We must make your statement available to you at least every month and free of charge during any period that there has been a payment transaction on your Account. Personal Business customers have the option through Online and Mobile Banking to view eStatements.

Using Online Banking you can choose to stop receiving your statements in paper format. If we do not hear from you, we will assume you are happy to receive your statement in the same way that you receive this information currently, for example, by way of paper statement or eStatement (Personal Banking customers only).

## **3. How does a Fixed Term Deposit Account work?**

Fixed Term Deposit Accounts offer attractive rates of interest, depending on the amount you wish to deposit, and the rate is fixed for the period of the deposit. The term of the deposit can be from seven days to five years and if the term



of your deposit is greater than three months, you may also have the option of receiving your interest either monthly, quarterly, half yearly or at maturity.

### **(i) Minimum balance**

A minimum deposit amount of £5,000 applies to this product. However, this may be subject to change.

### **(ii) Withdrawing funds**

Withdrawals before the maturity date are only permitted in exceptional circumstances at the discretion of the Bank.

### **(iii) Maturity instructions**

At maturity you may choose to

a) receive your capital and interest into your nominated account such as another AIB (NI) savings or current account.

or

b) automatically reinvest your capital and interest

or

c) automatically reinvest your capital only and have the interest paid into your nominated account.

### **(iv) Interest**

The interest rate on a Fixed Term Deposit Account is fixed for the term of the deposit regardless of any money market fluctuations. Interest is calculated daily from the date of receipt of cleared funds and paid to you on the maturity date, unless you have chosen an alternative income option e.g. monthly. For deposits invested for a term of more than a year interest will be paid at least annually.

See section E1(v) for information about taxation of interest.

### **(v) Monthly income option**

Interest will normally be paid to your nominated AIB (NI) account on the same date each month (or next business day) as that on which your deposit is due to mature. The monthly income option

is available for a Fixed Term Deposit of three months or more.

### **(vi) Statements**

A statement for your Fixed Term Deposit Account setting out details of all transactions will be issued on opening the account, after each interest rate change (generally on maturity) or on your request.

<sup>†</sup>Calls may be recorded. Call charges may vary - refer to your service provider.

## **C Withdrawals**

You can withdraw funds from your account in any of the following ways.

### **1. At any AIB (NI) branch**

You can withdraw cash at any of our branches by handing a withdrawal slip or cheque to the cashier. If the cashier does not know you personally, you will need to provide some form of identification.

### **2. Cheques**

When you open a standard business current account, we will order you a cheque book appropriate to your needs. The number and design of the cheques can be varied on request however if specially designed cheques are required there will be an additional cost which will be advised at the time of the request.

You can use cheques to pay for goods and services or to withdraw cash from any of our branches. The amount you write each cheque for will, on presentation, be charged to the balance of your account and detailed in your regular statement (see section C2(vi)).

When you need a new cheque book you should fill in the order form contained in your cheque book and bring or send it to your branch at least 10 working days before the new cheque book is required.

#### **(i) Writing a cheque**

- Never write or sign a cheque until you are about to issue it

- Always make sure that the amount in words and the figures in the box are the same
- Always date a cheque
- Always rule out blank spaces on a cheque and keep figures and words close to each other to ensure that nothing can be added

Any cheque with the crossing “Account Payee” or “A/c payee” (with or without the word “only”) cannot be cashed and must be lodged to the account of the person to whom the cheque is payable. Remember, when writing a cheque if you act without reasonable care which causes loss, you may be liable.

**(ii) Stopping a cheque**

You can stop a cheque you have written before it is paid. If you wish to stop a cheque you should contact your branch immediately and give them the following details

- Cheque number
- Date of the cheque
- Amount
- Name that the cheque is made out to (the payee).

We will stop the cheque. There will be

a charge for stopping a cheque, as detailed in our price list.

You cannot stop a cheque if it has already been paid from your account.

**(iii) Clearance of cheques**

All cheques lodged to your account have to go through a process known as the clearing cycle and will be treated as “uncleared funds” for a period of time, depending on the bank on which the cheque is drawn. The “uncleared period” reflects the time it takes to obtain payment from the branch of the bank on which the cheque is drawn. During this period, if you draw against the uncleared funds, interest may be charged. The rate of interest applicable will depend on whether you have an overdraft facility to accommodate the payment.

The following table indicates the day on which your cheque will clear for withdrawal purposes and the day on which your funds will start to earn interest. The days refer only to working days and do not include weekends or Bank Holidays.

The clearing cycle on cheques lodged at the Post Office® begins when we receive the cheque, normally the next banking day.

**Examples – for cheques processed through the “Paper clearing system”**

Day	Event – For cheques processed using the ‘Paper clearing system’
Day 0	Day the cheque is lodged into a customer’s account.
Day 1	Day the cheque is exchanged with the paying bank and processed through their clearing system.
Day 2	Day the cheque is debited from the paying bank customer’s account. Day that the customer gets value for the cheque e.g. the day the funds will start earning interest <b>or</b> reduce the amount of overdraft interest charged. Day that the paying bank makes the decision to pay the cheque or return the cheque unpaid.
Day 3	Day that the collecting bank receives the unpaid cheque from the paying bank and debits the customer’s account.
Day 4	Day that the funds will be available for withdrawal by the customer. Unpaid cheque may still be debited from the customer’s account.
Day 5	Unpaid cheque may still be debited from the customer’s account.
Day 6	Last day that a cheque returned unpaid by the paying bank can be reclaimed from a customer’s account. However an unpaid cheque may be debited after this date if AIB (NI) has the agreement of the customer to debit their account <b>or</b> the customer was a knowing party to fraud.

Day	Event – For cheques processed using the “Image clearing system”
Day 1	Day the cheque is lodged into a customer’s account.
Day 2	Day the funds will start earning interest or reduce the amount of overdraft interest charged. Funds will be available for withdrawal by the customer by no later than 23.59. However an unpaid cheque may be debited after this date if AIB (NI) has the agreement of the customer to debit their account OR the customer was a knowing party to fraud.

An AIB (NI) cheque lodged to an AIB (NI) account on a Monday is normally available for you to withdraw on a Wednesday morning. Once we have collected the money from the branch stated on the cheque it is cleared for the purpose of calculating interest, if applicable. Therefore an AIB (NI) cheque lodged on a Monday to an AIB (NI) credit interest bearing account, will normally start to earn interest (or reduce the overdraft balance for interest purposes on any current account) on Tuesday.

### Other UK bank cheques

A cheque drawn on another bank, lodged to an AIB (NI) account on a Monday is normally available for you to withdraw on a Friday morning. Once we have collected the money from the bank stated on the cheque it is cleared for the purpose of calculating interest, if applicable. Therefore a cheque drawn on another bank, lodged on a Monday to an AIB (NI) credit interest bearing account, will normally start to earn interest (or reduce the overdrawn balance for interest purposes on any current account) on Wednesday.

As described above, there is a risk that the cheque could be returned unpaid and debited to your account up to close of business on Day 6. The timescales are for guidance purposes only and illustrate when we aim to make the funds available to you.

**NOTE: In exceptional circumstances a cheque can be returned unpaid outside of the clearing cycle outlined above.**

### (iv) Unpaid cheques

You are expected to keep your accounts in credit at all times, unless you have previously arranged with us to have an overdraft facility. If you suspect that your account may go overdrawn as a result of cheques issued or other debit transactions, you should check your balance and if required, you can lodge cleared funds to your account up to 2pm (12pm on Christmas Eve, if it is a Banking day) to cover these items. If this is not possible speak to your branch about the matter. If cheques are written which overdraw the account or result in an authorised overdraft limit being exceeded, we may decide not to pay them. In this case they will be returned unpaid to the payee’s Bank with the answer “Refer to Drawer”. If we decide to pay cheques which create an unauthorised overdraft you should not rely on us paying cheques up to a similar amount again. An unauthorised overdraft will also result in a paid item fee being charged. When a cheque is returned we will charge a fee in accordance with our price list.

Sometimes cheques can also be returned unpaid by us for technical reasons, e.g. “out of date” (see section C2(v)), “payment stopped” (see section C2(ii)) or “amounts differ” (i.e. the amount in words and figures differ).

If any cheques you pay into your account are later returned unpaid by the bank or building society on which they are drawn, we will take the amount from your account. You will also have to pay a fee in line with our price list.

For cheques processed through the “Paper clearing system” the cheques will be returned to you by post.

For cheques processed through the “Image clearing system” a letter will be sent to you to advise if the cheque can be represented or if you will be required to obtain a new cheque from the issuer.

### Examples - for cheques processed through the “Image clearing system”

#### AIB (NI) cheques:

An AIB (NI) cheque lodged to an AIB (NI) account on a Monday is normally available for you to withdraw by no later than 23:59 the next banking day (except bank holidays). Once we have collected the money from the branch stated on the cheque it is cleared for the purpose of calculating interest, if applicable. Therefore an AIB (NI) cheque lodged on a Monday to an AIB (NI) credit interest bearing account, will normally start to earn interest (or reduce the overdrawn balance for interest purposes on any current account) on Tuesday.

#### Other UK bank cheques:

A cheque drawn on another bank, lodged to an AIB (NI) account on a Monday is normally available for you to withdraw by no later than 23:59 the next banking day ( except bank holidays). Once we have collected the money from the bank stated on the cheque it is cleared for the purpose of calculating interest, if applicable. Therefore a cheque drawn on another bank, lodged on a Monday to an AIB (NI) credit interest bearing account, will normally start to earn interest (or reduce the overdrawn balance for interest purposes on any current account) by no later than 23:59 the next banking day (except bank holidays).

The timescales are for guidance purposes only and illustrate when we aim to make the funds available to you.

**NOTE: In exceptional circumstances a cheque can be returned unpaid outside of the clearing cycle outlined above.**

### (v) Out of date cheques

A cheque which has not been paid because its date is too old is known as an 'out-of-date cheque'. A cheque normally becomes out of date after six months from the date written on it.

For cheques processed using the “Paper clearing system”, the bank on which the cheque is drawn can return the cheque to the person who wrote it for confirmation that it should be paid.

For cheques processed using the “Image clearing system” the bank on which the cheques is drawn can return the cheque unpaid due to a technicality without recourse to person who issued it.

### (vi) Paid cheques

Your statement will give you the details of all the transactions on your account during the period it covers. You should always check your statement carefully and if you find any item that appears to be incorrect you should advise us immediately. If, within a reasonable period after the date on which it has been paid from your account, there is a dispute with us about a cheque, we will give you the cheque or a copy as evidence. If there is an unreasonable delay in providing the cheque or a copy, after you have told us about it, we will add the amount of the cheque to your account until the matter has been resolved. Cheques drawn on an account remain the property of the Bank at all times and we keep the original or copies of paid cheques for at least six years.

## 3. Standing orders

A standing order is a secure and convenient way of making regular payments from your current account to an individual or company. To set up a standing order, you should contact your branch giving full details of the payments you wish to make, including the bank account details of the recipient. It may take a few days to set up a standing order, so you should advise

your branch as soon as possible if you want to make any changes. To cancel or amend a standing order, the cancellation or amendment instructions must be received by the Bank not later than the end of the banking day before the payment is due to be made.

### **(i) Clearance of automated payments**

A standing order is an instruction to transfer money from one bank account to another. Once the money reaches the other account, it will be available immediately for them to withdraw.

You can also receive money by standing order or by having your salary or pension paid by Bacs or Faster Payments Service direct to your account. Once the money reaches your account, it will be available immediately for you to withdraw and will start to earn interest (if this applies) the following banking day.

## **4. Direct debits**

If you have regular bills to pay, such as rates, electricity or telephone, but the amounts are irregular, or regular amounts such as insurance premiums or finance payments you can pay them automatically by direct debit. To arrange a direct debit you should contact the company or organisation you are paying (the originator) and they will provide you with an authorisation form, i.e. a direct debit mandate.

Setting up a direct debit from your business current account gives the originator permission to take the amounts of money out of your account on the dates specified on the direct debit mandate and to change the amount or date when required.

The originator is obliged to tell you in advance of any changes in the amount or frequency of the payments.

If you wish to cancel a direct debit, you must write to the originator and a copy of the instruction should also be sent to your branch. The instruction must be received by the originator and

your branch on or before the date the payment is due to go through your account if it is to be effective.

Charges for direct debits are detailed in our price list.

### **(i) Direct Debit Guarantee Scheme**

This Guarantee is offered by all banks and building societies that accept instructions to pay direct debits.

If there are any changes to the amount, date or frequency of your direct debit the organisation you are paying will notify you in advance of your account being debited or as otherwise agreed. If you request an organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your direct debit by an organisation you are paying or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when we or the organisation you are paying asks you to.

You can cancel a direct debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation you are paying.

## **D Post Office® services:**

You can pay cash into your Account at the Post Office® using your Card or a Post Office® Cash Deposit Card. Daily and annual cash limits apply. You can find details at [aibni.co.uk/postoffice](http://aibni.co.uk/postoffice). You must make sure notes are sorted by denomination, and that coins are bagged.

A single daily and single annual cash lodgement limit will apply to cash payments into your Account at the Post Office® and at an automated cash machine. This means that if you make

cash payments at an automated cash machine and at the Post Office® on the same day, the combined payments will count towards your daily and annual cash lodgement limits.

You can use a pre-printed lodgement slip to lodge Cheques at the Post Office®. The clearance cycle for cheques lodged at the Post Office® begins the day we receive the cheques, usually the next Banking Day.

## E Fees and interest

### 1. Interest

#### (i) Credit interest

For accounts where we pay credit interest, the interest is calculated each day on the cleared balance of your account. For current accounts, credit interest is paid to accounts quarterly in March, June, September and December. For savings accounts, interest is paid at close of business on or around 1 April each year, unless stated otherwise.

#### (ii) Debit interest

We will charge debit interest on all overdrawn accounts. The interest rate that applies will vary depending on circumstances, and will be set at a rate above the AIB (NI) base rate. We will tell you the rate that applies to your account when you open your account and you can find it in our price list.

There are two different categories of interest you might pay, and these are explained below.

##### (a) Debit interest

We work out debit interest each day on the overdrawn balance of your account.

##### (b) Uncleared interest

When you lodge cheques where the funds are to be taken from accounts with other banks, the cheques take a number of days to 'clear' through the banks' clearing system. If you have an overdrawn balance and lodge cheques into your account, the following will apply.

- If the cheques you have lodged are not enough to cover the overdrawn balance, we will work out uncleared interest on the full amount of the cheques.
- If the cheques you have lodged are for more than the overdrawn balance, we will work out the uncleared interest on the cheques, but only on the overdrawn balance.
- If your account is in credit and you lodge a cheque but then withdraw the money in your account (including some or all of the cheque you have just lodged) before it has cleared, we will work out uncleared interest on the amount you have withdrawn from your account which had not cleared. In other words, when you make a withdrawal we will take account of the cleared funds (the amount your account was in credit) first before taking account of the uncleared funds (the cheque which had not cleared).

#### (iii) Set-off interest

If the Bank has given you written approval that balances in different current accounts can be combined for interest purposes, set-off interest applies. Set-off interest at 1% per annum is calculated daily on any credit balances set-off against debit balances, and/or on any debit balances set-off against credit balances, whichever is the lesser. This set-off interest is in addition to any interest calculated on the net debit balance at the appropriate interest rate.

#### (iv) Taxation of interest

Up to 5th April 2016 and subject to certain exceptions credit interest will be paid net after deduction of tax at the basic rate under current legislation. If you are a higher rate tax payer, you may have additional tax to pay.

Credit interest will be paid without deduction of tax to UK residents who are non-tax payers and who provide a valid Form R85.



Credit interest will be paid without the deduction of tax to individuals who maintain a balance of at least £10,000 and who are not resident in the UK and who have provided us with a completed non-resident declaration Form R105.

Credit interest will be paid without deduction of tax on accounts held by companies, certain trusts, pension funds, clubs, societies and associations, provided the appropriate documentation is in place.

From the 6th April 2016 credit interest on all accounts will be paid gross (under new legislation tax will not be deducted when credit interest is paid). If your credit interest is more than your Personal Savings Allowance you may still have tax to pay. Please see [www.gov.uk](http://www.gov.uk) for information on the Personal Savings Allowance or speak to a tax advisor.

### (v) Interest rate information

Interest rate information is available on notices at any of our branches, from our telephone helpline 0345 6005 925\* and on our website [aibni.co.uk](http://aibni.co.uk). We will also tell you the interest rate when you open the account.

The interest rates may change. If we decrease our credit interest rates or increase our debit interest rates we will let you know two months before we make the change, except for changes to reference interest rates. If our interest rates are linked to a reference interest rate, we can make changes to our interest rates immediately and without notice. If our base rate changes, we will display the changes on notices in all our branches and on our website at [aibni.co.uk](http://aibni.co.uk)

## 2. Fees and charges

Business current account fees are calculated quarterly in February, May, August and November and charged to the accounts in early April, July, October and January. You will be advised at least 14 days in advance of the amount to be charged. Certain support fees are charged to the account at the time the

service is provided or the charge occurs, and will be advised to you at the time.

Before charging your account with fees, charges and interest we will send you a statement summarising the amounts you have incurred over the charging period. If you wish to query any fee, charge or interest, please contact your branch and they will deal with your enquiry as quickly as possible. We will be happy to explain our calculations to you in order to help you check them and we will actively try to settle your query. If we agree that you are entitled to a refund, we will pay this into your account without delay.

There are no transaction charges for savings accounts. If a particular fee is applicable to a savings account it will normally be advised to you at the time it is incurred or when you ask. Full details of our main charges are contained in our price list which you can find at any branch or on our website [aibni.co.uk](http://aibni.co.uk)

Details of other charges not provided in the price list will be advised to you before the service is provided or when you ask. Charges will be subject to change in the future. Any increases in our charges will be advised to you at least two months before they come into effect.

Information on fees and charges is available at any branch of AIB (NI), from our telephone helpline 0345 6005 925\* and on our website [aibni.co.uk](http://aibni.co.uk).

## 3. Foreign currency exchange rates

Our currency exchange rates are displayed in our branches. You can also phone our Contact Centre or your branch for details. We can change our exchange rate immediately and without notice.

\*Calls may be recorded. Call charges may vary - refer to your service provider.

## F Cards

### 1. Merchant Services

AIB (NI) has an arrangement with AIB Merchant Services to ensure AIB Customers have access to a range of card payment solutions. The merchant solutions are provided by AIB Merchant Services (AIBMS). AIBMS is a trading name of First Merchant Processing (UK) Limited (FMPUK).

AIB (NI) Merchant Services benefits include:

- Value for money
- Dedicated Customer Support Team
- Prompt payment
- Speedy implementation
- Safety and security
- Tailored solutions

If you are a new or existing customer and need card acceptance support or if you need to find out more about AIB (NI) Merchant Services, please contact:

For all queries financial or technical, please contact our Merchant Support Centre on 0371 200 1437.

### 2. Visa business card

AIB (NI) business cards provide a simple and highly effective way for your business to monitor and control routine expenses and is therefore ideal for all employees who incur business expenses. You can choose between a business card and a business Gold card depending on your requirements. Benefits of the Visa business card

- **Simplicity and control**

You decide which of your employees will hold a Visa business card or Visa business Gold card and choose the appropriate limit. The outstanding balance in each employee's Visa business card account will be cleared at the end of each month by direct debit

from your organisation's nominated AIB (NI) account.

- **Cost effective**

Payment by Visa card for goods and services eliminates the need to settle invoices for individual purchases. Single monthly direct debit payments for each employee's transactions means there are no interest or transaction charges. A detailed monthly statement ensures less paperwork, reduced administration costs and increased efficiency by simplifying the process of expense reconciliation.

- **Convenient**

An AIB (NI) Visa business card allows you to book a broad range of goods and services without leaving your home or office. Whether transacting by phone, post or on the internet, your Visa business card is a cost-effective way to make national and international transactions and reduces the need to buy foreign currency.

- **Secure**

Your Visa business card operates with Chip and PIN technology which offers you additional protection against fraud. In face to face transactions, instead of signing a sales slip you will key in a four digit PIN. Verified by Visa is a free service offered by us in partnership with Visa to give you additional security and peace of mind when shopping online. Your card will automatically be enrolled for this service. All you have to do is ensure that you have a valid mobile phone number registered with us because we may send you a one time passcode by text message to your mobile phone to complete online transactions. You can do this by calling us on 028 9032 8679.

- **Ideal for business travel**

Your Visa business card can be used at home and abroad to purchase goods and services and to make cash withdrawals, eliminating the need to carry large amounts of cash. Your Visa Business Card is accepted in 24 million locations worldwide. Cash advances



and ATM facilities (PIN required) are also available worldwide wherever Visa is accepted. This saves time and money in obtaining foreign currency and eliminates the need for cash floats.

Our Visa business Gold card offers a comprehensive range of additional benefits that add value to the product and wholly enhance the cardholder experience.

- **Exclusive Visa business Gold benefits**

Whether travelling internationally or locally the business travel experience has now been enhanced further by a comprehensive benefits package attached to our Visa Business Gold Card.

These benefits include

- AA Breakdown Assistance Cover (Roadside assistance and Home Start)
- Rezidor SAS Hospitality Gold Points® by Rezidor SAS
- Global Assistance provided by White Concierge

- **Statements**

You will receive a monthly statement for each employee showing details of all their individual transactions carried out on their Visa Business Card since the previous statement date. In addition you will also receive a summary statement detailing the total amount of expenses incurred by each employee.

- **Automatic settlement of accounts**

The full statement balance on each employee's Visa Business Card account will be debited from your organisation's nominated AIB (NI) account on a monthly basis shortly after you receive your statement.

- **Emergency cash service**

If you lose your card abroad you can have access to cash up to a maximum of your available limit normally within 48 hours.

- **24 Hour service**

Our customer service staff are available 24 hours a day seven days a week on 028 9024 1822.

- **Annual Fees**

Visa Business Card Annual Fee £15  
Visa Business Gold Card Annual Fee £50

For customers who are unable to use a PIN due to a disability or medical condition we can supply a Chip and signature card.

If you want to find out more about the benefits of our Visa business cards and all related charges, please contact your local branch who will be happy to assist you.

<sup>†</sup>Calls may be recorded. Call charges may vary - refer to your service provider

### 3. Business Debit Card

Using the Business Debit Card instead of a cheque not only saves time, but also gives you more flexibility as it allows you to purchase a wide range of goods and services over the phone, by post, online or by contactless. Our Debit Card can be used anywhere you see the Visa debit logo, worldwide.

#### Who can apply?

Business Debit Cards are available to all parties on the AIB (NI) Business Account who are authorised signatories and where the account mandate allows any one to sign. Applicants must be aged 18 or over.

#### Fees and charges

There is no annual fee for the card. Other fees and charges may apply for certain transactions and services such as using your Card abroad. Please see our price list for more information.

#### How can I apply?

Complete the Business Debit Card application form and return to your branch. Application forms are available in our branches.

## G Internet Business Banking (iBB)

iBusiness Banking (iBB) is the internet based business banking service from AIB (NI).

iBB is simple and easy to use, offering you greater convenience and valuable time saving. We recognise that your time is valuable and iBB means less time at the bank queuing, administration work and more time to spend on your business.

Further details on iBB can be obtained

- At any of our branches or business centre
- By phoning our helpline on 0370 243 0331\*
- By emailing us on [ibbuk.customer.support@aib.ie](mailto:ibbuk.customer.support@aib.ie)
- By accessing our website at [aibni.co.uk/ibusinessbanking](http://aibni.co.uk/ibusinessbanking)

### (i) What you can use iBB for

#### (a) Monitoring

- View all balances and transactions on your AIB Group accounts: branch, Euro, credit card, Asset Finance, Term Deposit and more. You decide which Accounts you wish to view and who can view them.
- View standing orders.
- View the debit and credit interest rates applied to your accounts, and the debit and credit interest accrued on all accounts.
- Search accounts for transactions over the past 180 days by date, amount, description giving you a complete picture of all your banking transactions.
- Create and print reports on your accounts and export transactions to spreadsheet packages.

#### (b) Making payments

- Transfer funds between your sterling accounts instantly.
- Make same day value payments from any of your sterling accounts via CHAPS (Clearing House Automated

Payments System). Check CHAPS payments received online in real-time.

- Make single payments to creditors more secure and quicker than paying by cheque and eliminates associated bank charges and administrative time.

#### (c) Making bulk payments

iBulk payments presents the practical solution for businesses which:

#### (d) Making frequent payments to suppliers and employees:

- Ability to upload bulk payment files containing credit transfers or direct debits.
- Initiate payments speedily, safely and easily.

#### (e) Regularly collecting from a large number of creditors e.g. fees or subscriptions:

- Initiate a direct debit collection for a more convenient and efficient payment method.

#### (f) Managing your payments

- Set up beneficiaries for regular payments.
- Export capability reduces the need to re-key transactions into reconciliation packages.

### (ii) Taking care

Internet banking is safe and convenient as long as you take a number of simple precautions. Please make sure you follow the advice given below.

- Keep your PC secure. Use up-to-date anti-virus and spyware software and a personal firewall.
- Keep your passwords/passphrases and PINs secret.
- We, or the police, will never contact you to ask you for your online banking or payment card PINs, or your password/passphrase information.
- Treat e-mails you receive from senders claiming to be from your bank or building society with caution

and be wary of e-mails or calls asking you for any personal security details.

- Always access internet banking sites by typing the bank or building society's address into your web browser. Never go to an internet banking site from a link in an e-mail and then enter personal details.
- Follow our advice - our website [aibni.co.uk](http://aibni.co.uk) is a good place to get help and guidance on how to stay safe online.

Visit [www.banksafeonline.org.uk](http://www.banksafeonline.org.uk) for more useful information.

\*Calls may be recorded. Call charges may vary - refer to your service provider

When you use our services we will provide you with all details of the exchange rates and charges involved. If this is not possible at the time, we will tell you how these will be worked out.

If you want to transfer money abroad, we will tell you the various methods which can be used to do this, including:

- a description of the services and how to use them
- details of when the money you have sent abroad should get to its destination
- the exchange rate applied when converting to the foreign currency
- details of our commission or charges which you will have to pay.

Information concerning all of these matters is available on our application forms for International Funds Transfer or on our website [aibni.co.uk](http://aibni.co.uk) If money is transferred to your Bank Account from abroad, we will tell you the original amount we have received and any charges we have deducted. If the sender has agreed to pay all the charges, we will not deduct charges when we pay the money into your account.

When you are lodging foreign cheques to your account we will tell you which cheques we can negotiate there and then and which cheques we will have to send for collection. Funds credited to your account from the negotiation of foreign cheques are still subject to clearance which will be dependant on the financial system on which the cheque is drawn. When we send a cheque for collection we will give you an estimate of the costs involved and, where appropriate, how long it might take for the cheque to clear.

You can find details of charges for international by checking our price list which you can find on our website [aibni.co.uk/business](http://aibni.co.uk/business)

## H International banking services

We offer a wide range of international banking services to our business customers. These services include:

- **International payments**

We can make payments abroad for you in most freely convertible currencies using drafts or the SWIFT international electronic payments system.

- **Foreign Currency Accounts**

Deposits and loans are available in a range of convertible currencies other than Euro as determined from time to time by the Bank and we are able to offer Euro facilities for both the United Kingdom and the Republic of Ireland.

- **Trade Finance**

Including documentary collections, letters of credit and bonding facilities.

- **Foreign Exchange Services**

Our Treasury specialists will be happy to make available facilities for the purchase and sale of all major currencies and to discuss your requirements for currency risk management and interest risk management.

International banking services are provided by our Customer Treasury Services team, located in our Head Office at:

AIB  
92 Ann Street  
Belfast BT1 3HH  
Tel: 028 9032 5599  
Fax: 028 9032 7067

## I Borrowing from us

### 1. How much can I borrow?

Many business customers will at some time wish to borrow from us. As a responsible lender, AIB (NI) will only lend money based on our assessment of your ability to repay. In order to consider such proposals we need to understand how you see your business developing and be satisfied that the level of finance you are seeking is appropriate. We may ask you to produce a business plan, including cash flow and profit forecasts, to help us in our lending decision and in structuring the borrowing into the most appropriate form.

In making our decision we will take into account the following.

- The type of business you are running and the purpose of the borrowing
- Your skills, experience and how you have handled your financial affairs in the past
- The capacity of your business to repay the borrowing
- Your accounts, including your income and commitments
- Information obtained from Credit Reference Agencies and, with your consent, others; for example, other lenders
- Credit assessment techniques, for example credit scoring (see section 19)
- Any security offered.

If we are not able to help you, we will explain why, if you ask us to.

## 2. Providing information

We will ask you to provide us with trading information on a regular basis. The kind of information required will be discussed and agreed when the borrowing is arranged and at each review stage and will typically include financial year-end audited or certified accounts, management accounts, projections, valuations etc.

## 3. Overdrafts

An overdraft is a flexible, short term borrowing facility that you can arrange on your current account, normally for periods of up to one year. A straightforward overdraft can usually be approved by your local branch within a few days, however complex cases can take longer.

## 4. Loans

Loans are normally for fixed terms and the interest rate may either be fixed or variable. Repayment takes place during the term of the loan normally in fixed regular amounts. The repayment schedule and basis on which the interest rate is charged will be tailored to meet your needs and agreed with you.

## 5. Agreements

When a loan or overdraft has been agreed we will confirm the details of the agreement and the cost of borrowing in a Letter of Sanction or Customer Agreement.

The letter or agreement will include the following.

- The amount of the borrowing.
- The interest rate, and whether it is fixed or variable.
- The arrangement fee for setting up the loan or overdraft. Overdrafts also attract a quarterly account

maintenance fee over the duration of the borrowing (see our price list).

- Details of any security needed, and any other related fees.
- Arrangements for providing any necessary information.
- Financial information required and any other stipulations.

As circumstances change we may wish to review the terms of an agreed borrowing. Customer Agreements and Letters of Sanction for business borrowings are normally “accepted” by business customers by acknowledgement in writing.

**We recommend you obtain independent advice before you accept any borrowing facilities.**

An overdraft facility is made available for the period of time agreed between you and the Bank. If you fail to meet the conditions of your overdraft, we may cancel it and demand repayment of any balance owing. At the end of the term agreed for the overdraft facility, we will contact you to arrange a meeting at which the facility will be reviewed. If the review does not take place and/or your limit is not renewed it will mean that should your account still be overdrawn it will attract the rate of interest applicable to an unauthorised borrowing [see Section E1].

If you have a borrowing facility we will carry out regular reviews of how you have conducted the facility and the performance of your business during the period the facility is outstanding. If you do not conduct the facility in line with the terms set out in the letter of sanction or loan agreement we may ask for repayment of the facility on demand. In circumstances where we decide to ask for repayment of an overdraft or loan you will be advised in writing of our request. If the loan or overdraft is not repaid we may realise whatever security we hold and apply the proceeds towards the repayment of any borrowing.

## 6. Security

Before we make facilities available to you we will assess your credit worthiness. We will always seek to assure ourselves that your business will have the ability to generate enough cash in the future to repay your borrowings from us. We may also make the availability of a borrowing facility conditional on you providing us with security. The reason for taking security, the value and type required will be discussed with you prior to the facility being approved and our requirements will be confirmed in writing.

In the event that you are not able to repay your borrowings we may realise the security that you have provided and apply the funds against your debt with us. Security pledged against a loan or overdraft reduces the overall risk to the Bank. If you provide us with the security we require we may be able to grant you a loan or overdraft facility that otherwise we would decline as we perceive the risk to be too high. In other circumstances we will be able to reflect the reduction in risk in the margin you are charged.

Unless we have your written consent to retain it, we will release any security we hold when the borrowings relating to that security have been fully repaid. It is our general policy not to make any payment towards legal and valuation charges arising from the transfer of security to us.

## 7. Guarantees

If you want us to accept a guarantee or other security from a third party for your liabilities, we may ask you for your permission to give confidential information about you and your finances to the person giving the guarantee or other security, or to their legal adviser.

We will also

- encourage them to take independent legal advice to make sure that they understand their commitment and the possible consequences of

their decision. Where appropriate the documents we will ask the guarantors to sign will contain this recommendation as a clear and obvious notice.

- let them know that by giving the guarantee or other security they may become liable instead of, or as well as, you; and
- inform them of what their liability will be.

We will not take an unlimited guarantee from an individual.

## 8. Status enquiries

Sometimes when you are entering into a financial commitment, the other party may ask us to complete a status enquiry. The response will take the form of an opinion about your ability to enter into or repay a financial commitment. If we are asked to give a status enquiry about you, we will need your written permission before we give it.

If you wish we can also request a status enquiry for other parties on your behalf. A bank's reply to a status enquiry will typically be in the form of an opinion. The opinion is not intended to be a definite pronouncement on a customer's financial well being as the customer may have other accounts, investments or liabilities the replying bank is not aware of.

## 9. Credit scoring / behavioural scoring

When you apply for credit we may use a credit scoring system to assess your credit worthiness. A credit scoring system allocates points for each piece of relevant information e.g. salary, house owner, number of years you have held an account with us etc. and adds these up to produce a score. When your score reaches a certain level we will generally agree to your application. If your score does not reach this level we may not agree to your application. A fuller description of credit scoring is available

on request.

For the review, renewal or extension of existing credit facilities the Bank may use a behavioural scoring system, sometimes known as performance scoring. This system examines your account behaviour over the past year(s) and helps us to assess whether we should renew or extend facilities.

## 10. Financial difficulties

We will consider cases of financial difficulty sympathetically and positively. If you feel that you are getting into financial difficulty, we recommend that you talk to us at the earliest opportunity. The sooner you discuss the problem with us, the sooner we will be able to help you find a solution.

This list gives a few examples of what can concern us, particularly if you do not tell us what is happening. This list is not intended to be exhaustive.

- If you go overdrawn without our agreement.
- If you go over your agreed overdraft limit, especially on more than one occasion.
- If there are large increases or decreases in your business turnover.
- If you are trading at a loss.
- If you suddenly lose a key customer or employee.
- If you sell a large part of your business.
- If you use a facility for purposes other than those agreed with us.
- If you fail to make a loan repayment.
- If you do not keep to conditions set out in the loan agreement.
- If you do not supply agreed monitoring information on time.
- If another creditor brings a winding-up petition or other legal action against your business.
- Legal and Valuation Charges. It is our general policy not to pay Legal



and Valuation Charges arising from transfer of security to ourselves.

With your co-operation we will help develop a plan to deal with your financial difficulties, consistent with your interests and ours and we will tell you in writing what we have agreed. We will also liaise with debt counselling organisations such as Citizens Advice Bureau, business support organisations or your professional advisers where you give us permission.

## 11. Credit decision support

### Credit appeals process

If you apply for credit and are declined there is a credible and transparent credit appeals process available to you.

All decisions to decline formal applications for credit to business customers are subject to independent assessment. If upheld, the decline decision and reason(s) are communicated to you verbally and in writing. The decline letter signposts alternative sources of finance and advises you how to appeal a lending decision if you are eligible to do so. In the event that you wish to appeal a decision a further independent review will be undertaken.

### Better Business Finance

In addition to our internal credit appeals process support is also available from Better Business Finance - [www.betterbusinessfinance.co.uk](http://www.betterbusinessfinance.co.uk)

Better Business Finance provides impartial information and support to business customers looking to raise finance and is supported by UK Finance.

## J Protecting you

### 1. Protect your account and business against fraud

By following the guidelines below, you can help protect your business from the loss and disruption that fraud can cause.

### (i) Information

Keep information confidential - only the people detailed on the Bank Mandate are authorised to issue instructions to transfer funds. If you wish to give instructions by telephone or fax, please contact your branch so that special arrangements can be set up to protect you.

Always take care when you have outsiders or temporary staff working in areas where information about your bank account is kept or used. If you have a burglary or discover - or even suspect - that your mail has been tampered with, inform your branch immediately.

Safeguarding cheques and Business cards - in the event that your chequebook or card has been lost or stolen, you should telephone us as soon as you can. Loss of your chequebook or card should also be reported to the police and a crime reference number advised to the Bank with your written confirmation.

Do not accept cheques endorsed in your favour from third parties if the cheque bears the 'Account Payee' crossing.

We recommend that you reconcile cheque counterfoils against your bank statement as soon as possible after you receive your statement. Report any discrepancies you find to your branch.

If you send a cheque to someone and you are told that it has not arrived, ask your branch to place a stop on the cheque immediately. Do not issue a duplicate cheque until your branch has confirmed that the original cheque has not been paid and the stop is in place.

Taking care of your cheques, cards, PINs and other security information is essential to help prevent fraud and protect your accounts. Please make sure that you follow the advice given below.

- Sign your card as soon as you get it, using a non-erasable ballpoint pen. You should take reasonable steps to keep your card safe and your PIN and other

security information secret at all times. You should tell us immediately if you change your name and address.

- Do not allow anyone else to use your card, PIN or other security information (see note below). Never give your account details or other security information to anyone unless you know who they are and why they need them.
- You must not tell anyone your card number, except when carrying out a transaction or to report it lost, stolen or likely to be misused. If you want to, you can register your card and its number (but not your PIN) with a recognised card protection service.
- We will never ask you for your PIN, if you are not sure about whether a caller is genuine or if you think they are acting suspiciously, take their details and call us
- 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.
- Keep your card receipts and other information about your account containing personal details (for example, statements) safe and get rid of them carefully.
- Take care when storing or getting rid of information about your accounts. People who commit fraud use many methods such as 'bin raiding' to get this type of information. You should take simple steps such as shredding printed material.

- Check your statement. If you do not recognise a transaction, please call us immediately. In some cases, we will need you to give us confirmation or evidence that you have not carried out a transaction you do not recognise.
- You will find the APACS website [www.cardwatch.org.uk](http://www.cardwatch.org.uk) a helpful guide for practical tips on card security and fraud prevention.

**Note:** By 'other security information', we mean personal facts and information (in an order which only you know) we use to check your identity. We will not ask for your PIN.

If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you may be responsible for them. This may apply if you do not, for example, follow advice above or the advice given in respect of Internet Business Banking (IBB). See page 20.

## (ii) Issuing cheques

- When writing cheques always use a non-erasable ballpoint or fountain pen.
- Always ensure that spoiled cheques are recorded and cancelled or destroyed especially if you are printing cheques using a computer printer.
- When the cheque has been written or typed draw or type lines in any blank spaces.
- Never sign a blank cheque.
- Return any unused cheques to secure storage immediately.
- If you have to alter a cheque after completing it, sign the alteration using your full signature rather than initials, as initials are easier to forge.
- If a cheque has to be destroyed, shred it or tear it into small pieces and ensure that the signature has been completely destroyed.



- If you issue a large number of cheques, always complete them in a uniform way. This may help make a forged item easier for your branch to detect. If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque.

For example

- If you are paying a cheque to a large organisation such as the HM Revenue and Customs, write on the cheque the name of the account you want the cheque paid into (e.g. HM Revenue and Customs - account, L Mills).
- If you are paying a cheque into a bank or a building society account, always write on the cheque the name of the account holder (e.g. XYZ Bank - account L Mills).

### (iii) Storing cheques

- Chequebooks should never be left unattended. If for some reason this has happened, check the sequential numbers carefully from beginning to end as both cheques and their counterfoils can be removed from the middle of the book.
- Keep reserve stocks of cheque books in a locked, secure store.
- When supplies of new cheques are received, check the numbers to make sure that none are missing.
- If you discover - or even suspect - that a cheque or cheque book is missing report it to your branch immediately.

### (iv) Payment instructions

- Company headed paper can be stolen or copied in order to send the Bank authentic looking instructions. As far as possible, ensure that such paper is kept secure and control its usage.
- AIB (NI) insists that all payment instructions must be received in writing and must be signed in

accordance with the Mandate instructions we hold. Only original instructions can be accepted, copies are not acceptable.

- When giving your payment instructions, do so clearly and concisely. If you issue large volumes of payment instructions, follow a set format for each item as uniformity will help a forger stand out.
- As far as possible avoid including other items such as statement requests or cheques to be paid in along with your payment instructions as this can be used to disguise fraudulent activity.
- Keep your fax machine in a secure place. It is all too easy for a fraudster to gain access to confidential information where the machine is left on and unattended.

## 2. Data Protection Notice - AIB Group (UK) plc

Effective 1 April 2021

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

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

### 1. Who we are

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

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

## **2. Data Protection Officer**

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at UKDPO@aib.ie 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.

# K Other Information

## 1. Joint and partnership accounts

You can open a business account in the name of more than one person, e.g.

husband and wife or in the name of a partnership with two or more partners. With joint and partnership accounts all parties will be responsible, both individually and jointly, for complying with the terms and conditions of the account and for repaying any money owed to the Bank on the account.

When opening a joint or partnership account, you will sign a Bank Mandate (instruction) telling us how withdrawals on the account are to be authorised, i.e. signed by either or all of you or a number of you. You should be aware that unless the account mandate provides otherwise, in most cases one party to a joint or partnership account can withdraw the entire balance of the account alone.

Each person who is a party to a joint current account, including partnership accounts, is entitled to receive a bank statement (at no additional charge) provided the arrangement is made with us.

In the event of death, separation or divorce, all parties to a joint account will be responsible both individually and jointly for any money owed. In the event of a partnership ending, on receipt of notice from any partner, the Bank will freeze the account and seek clarification from the partners as to the arrangements for the winding up or dissolution of the partnership in line with the provisions of the Partnership Agreement.

## 2. Death of a customer

When the Bank becomes aware of the death of an account holder, the action it takes will depend on whether the account is in a sole name (sole trader) or joint names (partnership).

### (i) Sole traders

Upon notification of the death of a sole trader we will freeze the account and return unpaid cheques and other items presented for payment. The account can then be closed by the account holders executors or administrators

on receipt by us of letters of probate or administration. If the business is to continue in operation, the new proprietor can open a new account, subject to the normal criteria.

### (ii) Partnerships

Where a partnership consists of only two partners, the death of one of them will cause the partnership to be automatically dissolved. On receiving notice of the death of a partner, the account will be frozen and any cheques or items subsequently presented will be returned unpaid. If the remaining partner wishes to continue the business he/she will have to consult with the executors/administrators of the deceased party on the dissolution of the partnership, and following agreement, may continue to trade using a new account, which can be opened subject to the normal criteria. The balance of the old partnership account will be dealt with in accordance with the provisions of any Partnership Agreement, i.e. it will be either an asset or liability of the partnership in the winding up/dissolution.

Where a partnership consists of three or more partners, the death of one of them will cause the partnership to automatically dissolve, which means that it will no longer exist, unless there is a Partnership Agreement in place which contains provisions to the contrary.

Where there is no provision in the Partnership Agreement, the remaining partners will deal with the position as above for two partners. If the Partnership Agreement provides for the continuance of the business in the name of the remaining partners, the Bank will delete the name of the deceased partner from the account details and the account may continue to be used by the partnership for the ongoing conduct of business.

## 3. Closure of accounts

You may close your account at any time by giving reasonable notice to the Bank. We will not close your account without giving you at least two months notice, unless there are exceptional

circumstances, such as if the account is continuously being operated in an unauthorised manner or if there is suspected fraud or other criminal activity. The circumstances under which we can close your account immediately are set out in the terms and conditions.

Special conditions apply to Term Deposit Accounts - see terms and conditions for these products.

## 4. Changes to terms and conditions

This guide should be read in conjunction with our terms and conditions. We reserve the right at all times to amend, vary or supplement terms and conditions as a result of a change in the law, regulations or good practice, customer feedback or product development or such other valid reasons as are advised to you at the time of notification of the change. If we want to make a change to your terms and conditions, and these changes are to your detriment, we will communicate these changes to you at least two months before the changes become effective (unless, by law or regulation, we are able to give you shorter notice), except for changes to reference interest and exchange rates, refer to section E1(vi).

## 5. Making a complaint

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing 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)

## 6. The right to cancel - cooling off period

If you are not happy about your choice of account within 14 days of opening it, we will help you switch to another of our accounts or we will, without penalty, close and give you all your money back (with interest if applicable to the account).

The cooling off period does not apply to accounts which pay fixed interest for a period of time or where the product pricing depends on fluctuations in the financial market outside the Bank's control.

## 7. UK Financial Regulation

AIB Group (UK) p.l.c. trading as AIB (NI) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our



registered number is 122088. Details of how we are regulated are available on request from any of our branches. You can also get impartial consumer information from their website: [www.fca.org.uk](http://www.fca.org.uk)

## 8. Help us to help you

It will help us to provide you with a high standard of service if you make sure you let us know as soon as possible if you change your:

- name
- address
- phone number
- fax number
- email address

If you do not advise us of changes, you could be liable for any fraud that is perpetrated.

We hope you have found this brochure useful. If you have any queries or require further information please do not hesitate to contact your branch. Our staff will be happy to help you, or you can contact our Helpline 0345 6005 925\* or visit our website [aibni.co.uk/business](http://aibni.co.uk/business)

AIB (NI) is a trade mark of AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.), incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

\*Calls may be recorded. Call charges may vary - refer to your service provider



Protected



## Important information about compensation arrangements

In the event that AIB Group (UK) p.l.c. is unable to meet its financial obligations, your eligible deposits are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This limit is applied to the total of any eligible deposits you have with AIB (NI) in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain, each a trading name of AIB Group (UK) p.l.c. In the case of joint accounts, each account holder is protected up to this limit.

Any total deposits you hold above £85,000 between these trading names are unlikely to be covered.

For further information about the scheme (including the amounts covered and eligibility to claim), please ask at your local branch or refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

If you need this document in Braille, in large print or on audio, please ring 0345 646 0318<sup>†</sup> or pop into your nearest branch.

Customers with hearing or speech difficulties can contact us using the Relay UK service to convey the conversation by translating speech to text and text to speech. Please dial 18001 0345 646 0318 from a Textphone or by downloading the Relay UK app to your smartphone, tablet or PC.

<sup>†</sup>Lines open: Monday - Friday 09:00 - 17:00 (excluding bank holidays). Calls may be recorded.

Call charges may vary - refer to your service provider.





**Call into any branch,  
call 0345 6005 925† or visit  
→ [www.aibni.co.uk](http://www.aibni.co.uk)**