



# Cash ISA Terms and conditions

These terms and conditions apply to any AIB (NI) Cash ISA held by personal account holders (referred to as 'you' and 'your') with AIB Group (UK) p.l.c., trading under license as AIB (NI) (referred to as 'we', 'us', and 'our'). AIB Group comprises Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time, including AIB Group (UK) p.l.c. As the Account holder you have agreed to be bound by these terms and conditions.

These terms and conditions are effective from October 2023.

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## Section A: Contact Information

### 1. Contacting Us

You can contact us through our contact centre, through our branches, by email, by phone, or by any other electronic means (as set out in these terms and conditions), and using our various contact phone numbers. Further details on how to contact us are listed below.

- 1.1 For personal and business account enquiries call 0345 6005 925 Monday to Friday from 9am to 5pm, excluding bank holidays.
- 1.2 For our Helpline call 0800 389 6218.
- 1.3 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you or if your device is lost, stolen or likely to be misused call us immediately on our Freephone helpline 0800 0391 140 or 028 9033 0099 if calling from outside the UK. A customer service adviser is available 24 hours a day.
- 1.4 For general information or queries regarding Online Services call Phonline Banking on 0345 793 0000. Log in and choose option zero (0) to speak to a Customer Service Adviser. Our advisers are available between 9am and 5pm Monday to Sunday (including Bank Holidays). You can also send an email to [ftonline@aib.ie](mailto:ftonline@aib.ie). It is our aim to respond to emails within one Banking Day. We will respond to you during office hours, 9am to 5pm, Monday to Friday, excluding bank holidays.
- 1.5 To report suspicious or fraudulent transactions, no matter what product or service they apply to call 028 9034 6034. A customer service adviser is available 24 hours a day. Alternatively, you may use our Helpline outlined at paragraph 1.2 above.
- 1.6 We will give you details of Your branch when you open your Account.
- 1.7 You can also contact us by writing to our head office at AIB (NI), 92 Ann Street, Belfast, BT1 3HH.

AIB (NI) is a trade mark of AIB Group (UK) plc. (a wholly owned subsidiary of Allied Irish Banks, plc.), 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. FCA registered number 122088.

### 2. Contacting You

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

### 3. How we communicate with you securely

- 3.1 **Where we contact you by phone** - If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:
  - NEVER ask you to make payments from your Account to any account; and
  - NEVER ask you to provide your Security Details.If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.

- 3.2 **Where we contact you by email** - We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.
- 3.3 Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.
- 3.4 To ensure that we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You must also make sure that arrangements for receiving mail at your address are secure.
- 3.5 Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

#### 4. 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](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., 92 Ann Street, Belfast, BT1 3HH.

#### 3. How we collect information about you

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

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

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

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

#### 4. How we keep your information safe

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

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

#### 5. How long we keep your information

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

#### 6. Meeting our legal and regulatory obligations

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

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

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

#### 7. Consent

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

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

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

#### 8. How we use your information

We use information about you to:

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

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

personal information, we may not be able to provide you with our products and services.

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

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

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

## 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

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

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

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

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

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

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

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

## 10. International transfers of data

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

## 11. Your personal information rights

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

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

We can help you with:

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

*Updating and correcting your personal details.*

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

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

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

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

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

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

## 12. Making a complaint

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

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

## 13. Updates to this notice

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

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

## 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)

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to cash machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator on 0800 456 3677.

## Section B: Definitions

Within these conditions, some words have special meanings

**'We', 'us', 'our' and 'Bank'** means AIB (NI), its successors and assigns.

**'You'** and **'your'** means the customer or customers in whose name the Account is held.

**'Account'** means the Cash ISA Account you hold with us.

**'Additional permitted subscriptions'** means an additional allowance, on top of the annual subscription limit, available to a surviving spouse or civil partner of a deceased ISA holder.

**'Bacs Direct Credit'** is a way to make and receive payments by electronic transfer directly into a bank or building society account using the Bacs payment scheme, mainly used for wages and salary payments.

**'Banking Day'** means any day of the week other than Saturday, Sunday or Northern Ireland bank holidays, even though some of our branches and services are open on non-Banking Days. Payments made into your Account on a day that is not a Banking Day will be processed the following Banking Day. However, with some payment methods (such as the Faster Payments Service), payments will appear in your Account, and be available to use, on the same day. The date that is shown for that payment (for example, on your statement), and the date from which the money starts to earn interest if it is in an interest-bearing Account, will still be the following Banking Day.

**'CHAPS'** is an electronic transfer system for sending, on a same day value (SDV) basis, any amount of sterling to another bank within the United Kingdom including AIB (NI).

**'Cleared'** and **'Uncleared'** means when you lodge a cheque to your Account, it must go through a process known as the clearing cycle before you can withdraw the funds from your Account or you can earn interest on the amount. Once this process has completed the funds will become Cleared and are then available to you to withdraw. For more information on the clearing cycle please see our accounts guide which is available at any of our branches or on our Website.

**'Continuing Account of a Deceased Investor'** is what an ISA Account will become known as when the date of death of a customer is on or after 6th April 2018.

**'Cut-off time'** means a time, usually towards the end of the Banking Day, after which any payment order received (whether to credit or debit your Account) will be deemed to have been received in the following Banking Day. Further information on Cut-off times for payment types is available within the Authorised Payments section.

**'Electronic Payment'** means a payment which is initiated and processed using electronic means (for example, a direct debit, Standing Order or Online Services transaction) and specifically excludes paper based transactions such as cheques and banker's drafts.

**'Faster Payments Service' (FPS)** is an Electronic Payment to accounts held with UK banks and building societies.

**'GIRO Credit transfer'** means a method of paying cash or cheques into a bank account. They are commonly found in the form of tear-off strips at the bottom of utility, telephone and other regular bills.

**'Gross negligence'** means a very significant degree of carelessness.

**'Helpline'** means our Freephone service on 0800 389 6218.

**'Image Clearing System'** means the process that enables images of cheques to be exchanged between banks and building societies, through the Image Clearing System, for clearing payment.

Cheques processed through this system clear more quickly. It means that if you lodge a cheque on a banking day you will be able to withdraw the funds no later than 23:59 the next banking day (except bank holidays).

**'International Payment'** means a payment, in any currency, from or to an account outside the UK, or a payment from or to another account inside the UK in any currency other than sterling.

**'Liable'** means to be held legally responsible.

**'Mandate'** means the instruction signed, or otherwise authorised, by you and any other Account holder on your Account Mandate which is used to tell us how you want to manage the Account, for example by telling us how many signatories are needed to authorise a payment.

**'Paper transaction'** means a transaction using paper cheques of any kind, including travellers cheques, bankers' drafts, paper images, paper based vouchers and paper postal orders.

**'Payee'** means the owner of an account to which a payment is to be credited.

**'Payer'** means the owner of an account from which a payment is to be debited.

**'Payment Services'** means the services we provide in relation to payments into and out of your Account.

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

**'Payment Services Regulations'** or **PSR's** means the Payment Services Regulations 2017 which is effective in the UK from 13 January 2018 and replaces the Payment Services Regulations 2009.

**'Price list'** means the published list of our prices, fees and interest for personal customers. The Price list is available at all our branches and also on our Website. You can also call our Helpline.

**'Quicklodge'** means any automated or manual facility we provide in our branches for paying money into your Account.

**'Security Details'** means any security procedure you follow or use to give or authorise an instruction, confirm your identity or access a device or certain functionality on that device (for example a passcode, access code, security code, or biometric data such as a fingerprint).

**'Standing Order'** means the account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

**'Standard exchange rate'** means a foreign exchange rate of the day, provided by us for payment amounts below the Standard exchange rate threshold value which is available on our Website. The reference exchange rate used by us to determine the Standard exchange rate is the mid-market rate available at the start of the Banking Day.

**'Support Services'** are extra services we provide which are not part of our standard daily banking (for example, a certificate of balance or an instruction to stop a payment). If you want to order this kind of service, we will charge the fee to your Account and it will appear on your Account statement. The fees are set out in our Price list and we will tell you what they are at the time you want to use the service.

**'Transfer in'** means the ability to move a Cash ISA held with another financial institution to AIB (NI).

**'Unauthorised payment'** means a payment which has been made without your permission and/or which may be considered as fraudulent.

**'Value date'** means the date by which we take account of any item paid into your Account, or any item paid out of your Account, when we work out any relevant interest.

**'Website'** refers to our internet site, aibni.co.uk

**'Your branch'** means the AIB (NI) branch you hold your Account with.

## Section C: General Conditions

### 1. Eligibility

- 1.1 The Cash ISA is available to personal customers only, who are aged 16 years or over on the date the Account is opened.
- 1.2 The Cash ISA may not be a joint Account.
- 1.3 The application form provided by us must be completed and signed by you. You must declare that you do not already hold a Cash ISA for the current tax year.
- 1.4 You must further declare that you are resident in the United Kingdom (UK) for tax purposes or, if not so resident, you or your spouse or your civil partner are performing duties as a Crown employee serving overseas and paid out of the public revenue of the UK. You must inform us if you cease to be resident in the UK.
- 1.5 United Kingdom (UK) means England, Wales, Scotland and Northern Ireland. It does not include anywhere outside the UK and, in particular, the Channel Islands and the Isle of Man.
- 1.6 The Cash ISA may not be held on behalf of a person other than yourself.
- 1.7 The Cash ISA must be opened without reference to any other account, and the terms on which the Cash ISA is opened must remain unconnected with any other account.
- 1.8 You cannot assign any rights to the Cash ISA or use such rights as security for a loan.
- 1.9 For Additional permitted subscriptions only, conditions 1.3 and 1.4 are not applicable. You must complete the relevant declaration to avail of the Additional permitted subscriptions.

### 2. The Account

- 2.1 In order for an application to be deemed valid you must complete the application form in full detailing your full name, permanent residential address, telephone number, date of birth and National Insurance Number (if applicable).
- 2.2 Applications remain valid for subscriptions made in the next and consecutive tax years.
- 2.3 Where a break between subscriptions lasts for a whole tax year then a fresh application form must be completed by you before subscriptions can recommence.
- 2.4 You should check the transactions on your statement regularly, and at least once a month, against your account records. If an entry on the statement seems to have been made incorrectly or without your authority, you should tell us as soon as possible but no later than 13 months after the date the transaction was taken from your Account.
- 2.5 If your name, address, telephone number or any other contact details change, you must tell us immediately. You must also make sure that arrangements for receiving mail at your address are secure. If you do not keep to this condition, you may be Liable if the Account is misused.
- 2.6 We may use any credit balance on any account you hold with one of our offices or branches to pay any amount (or part of any amount) you owe under any

loan or overdraft if there has been a default in payment (where a payment due has not been made). We may use any credit balance held in your sole name against any amount you owe jointly with any other account holder. We may use any credit balance you have in a joint account to pay any amount you owe in your sole name. The first time we intend to do this we will give you at least 14 days' notice. We may not give you notice before we exercise this right again, but we will tell you about it afterwards. For the purposes of taking advantage of any rights under this clause, or any rights under the general law, we can convert or transfer all or any part of the credit balance in your Account into another currency, and apply an exchange rate which, in our opinion, fairly reflects the current rates. In these terms and conditions, 'rights under the general law' means any right to set off, combine accounts, lien (to keep hold of any property until you have paid a debt), or similar rights we have under any law.

### 2.7 Statements

An account statement will be issued to you after the first transaction on the Account. 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. If you are a registered user of Online and Mobile banking, you have the option to view eStatements through these services. 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.

- 2.8 You can at any time change how you receive your statement – just contact Your branch or relationship manager. However you choose to receive your statement, we will send you a statement at least every 6 months following your last transaction without being asked.

### 3. Lodgements and payments to your Account

- 3.1 The maximum amounts which may be invested in a Cash ISA on an annual basis and the actual term over which they may be made (referred to as the 'term') are determined by Government legislation from time to time. The current maximum amounts and length of term are as stated in the Cash ISA brochure.
- 3.2 Lodgements may be made to the Cash ISA (subject to the annual limits referred to in condition 3.1) either by (a) regular instalments (by Standing Order), (b) annual lump sums or (c) occasional contributions.
- 3.3 Payments can be made to your Account by cash, cheque, draft, and other Paper transactions and by Electronic Payments. We may in the future accept payments to your Account by other methods which we make available. Electronic Payments can be made into your Account using the Faster Payments Service, CHAPS or Bacs. Such payments are subject to the rules applicable to the relevant scheme. Details are available from Your branch or our Website.
- 3.4 The Account must be opened with a minimum deposit of £50.
- 3.5 Any funds paid into your Account in cash or through an Electronic Payment, in the same currency as the Account, will be available to you on the Banking Day we receive them. Interest will start to accrue from the date the cash or Electronic Payment is lodged to your Account and will be calculated on the closing balance of your Account on each Banking Day. No interest will be paid on any Cleared lodgement posted to the Account on the date of

Account closure. Payments into your Account received after the Cut-off time may be credited on the following Banking Day.

- 3.6 Unused subscription allowances may not be transferred to the next tax year. You should allow a minimum of five Banking Days before the tax year end date when lodging funds to a Cash ISA by GIRO Credit transfer. You should allow adequate mailing time for lodgements made by post.
- 3.7 Where a lodgement to a Cash ISA breaches the relevant subscription limit we will reverse the full lodgement from your Cash ISA and return the lodgement to you. You may make a further payment to your Cash ISA which is within your remaining ISA subscription limit and within the current tax year.
- 3.8 From time to time the Bank may permit transfers in to the Cash ISA. Transfers in will be completed within the statutory timescale subject to the customer providing correct information. Such transfers are free of charge.
- 3.9 If eligible, Additional permitted subscriptions (additional to the maximum amount specified in condition 3.1), up to your entitlement and within the specified time frame, will be allowed on receipt of a completed Additional Permitted Subscription Declaration Form.
- 3.10 We will make information about individual payments made into and out of your Account available at all times (apart from when we occasionally carry out maintenance on our systems) through our contact centre, Your branch and Online Services. You will also find the information on your statement.
- 3.11 If you or someone else lodges money into your Account by cheque, you will have to wait until the cheque has Cleared before you can use the funds. If a cheque is marked 'account payee', we can only credit it to the account of the person the cheque has been made payable to. You can find full details of the time it takes for cheques in the United Kingdom to clear in branch, via our Website or in the Personal Current Accounts guide.
- 3.12 We will not be Liable for any losses you may suffer as a result of a delay in cheques clearing or being collected, if this delay is outside our control.
- 3.13 If any item credited to the Account is not paid or if a payment to the Account is later recalled, we will take the amount of that item from your Account.
- 3.14 The following conditions apply when using the Quicklodge facility in a branch.
1. We will check and approve all lodgements you have made using Quicklodge.
  2. We are authorised to open the Quicklodge envelopes, process the contents and credit them to a designated account. We will not have a duty to process any payments if it would otherwise be irregular for us to do so.
  3. We will not consider ourselves to have received any payments until we have opened the envelope and credited the amount to the designated account. Any lodgements through Quicklodge are processed on the same Banking Day.
  4. We will consider the total amount we receive to be the correct amount you made in your lodgement, despite any differences in the amount we receive and the amount shown on the lodgement form.
- 3.15 The following table sets out when payments to your Account will be available for you to use

Type of payment	When is my account credited
Standing Orders from a AIB (NI) account	Same Banking Day
Faster Payments Service (including Standing Orders)	
CHAPS payments	
Online Services or iBB payment from a AIB (NI) account	Immediate
Bacs Direct Credit	Value date of the payment
GIRO Credit transfers	For credits processed using the "Paper clearing system" - 3 banking days
	For credits processed using the "Image clearing system" - no later than 23:59 the next banking day (except bank holidays)
Cheques	For cheques cleared using the "Paper clearing system" - 3 Banking Days
	For cheques cleared the "Image clearing system" - no later than 23:59 the next Banking Day (except bank holidays)
Cash lodgement in a AIB (NI) or Allied Irish Bank (GB) branch to a AIB (NI) account	Immediate
Quicklodge	Same Banking Day

### 3.16 Incoming International Payments

Incoming International Payments are payments that are received in any currency from banks based in another country or in any currency except sterling from banks based in the UK.

To receive an incoming International Payment, you must provide the Payer with the following:

- Your full Account name and address; and
- Your IBAN and BIC of AIB (NI). Your IBAN is found on the front of your Account statement and AIB (NI) BIC is: FTBKGB2B;
- Your sort code and Account number; or
- For Euro payments originating within SEPA reachable countries by using SEPA, provide your IBAN.

Any incorrect information provided, including but not limited to IBAN and/or BIC may result in the delay of applying funds to your Account or the return of the incoming International Payment to the sending institution. The fee for an incoming International Payment will be debited from the Account credited, unless you have agreed an alternative arrangement with Your branch or relationship manager.

Our fees and charges for International Payments are listed in our Customer Treasury Services Charges brochure which is available on our Website under "Fees and Charges" section or in any of our branches.

If you are receiving a payment within the EEA, in any currency, you and the Payee must pay your own bank charges. An intermediary bank may not deduct its charges from the payment amount on a payment made in an EEA currency within the EEA. For non-EEA payments, an intermediary bank may deduct its charges from the payment amount before it is made available to us or to the Payee's bank.

Any payment to your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate. For International Payments the exchange rate used for such conversions will be:

- for amounts up to and including our Standard exchange rate threshold value, our applicable Standard exchange rate on the Banking Day on which the instruction is received by us; and
- for amounts over our Standard exchange rate threshold value, for foreign currency payments to your Account, we will attempt to contact you to negotiate a rate before we make the conversion; and
- If we have been unable to contact you or have been unable to agree a rate with you within 2 hours of receiving the payment instruction or by 4pm at the latest on the Banking Day on which a payment is received by us, we will apply the prevailing dealer exchange rate as determined by us at that time.

The exchange rate used to convert an incoming International Payment by us on the day of processing the transaction and will be quoted on the payment advice sent to you by post.

Exchange rate losses may occur where an incoming International Payment is returned to the sending bank by us due to incorrect or incomplete payment information.

In the case of an incoming International Payment, if we receive an instruction before currency Cut-off time and for SEPA Credit Transfer before 4pm, we will process your payment on the Value date quoted, unless the Value date specified has passed or unless it is a non-Banking Day. If the date quoted has already passed, we will process your payment on the Banking Day we receive it. If a payment is received after the Cut-off time or on a non-Banking Day, this will be deemed to have been received the following Banking Day.

For payments received from other countries or paid in other currencies, various Cut-off times and Value dates apply.

Please contact Your branch or relationship manager or visit our Website for currency Cut-off times. The Cut-off times for electronic channels are available on the relevant channel.

We will provide you with the following information as soon as reasonably practicable after the payment has been processed:

- A reference number enabling you to identify the payment, and where applicable, information relating to the Payer of the funds;
- The amount of the payment in the currency in which the funds is received by us;
- The amount of any charges payable by you for the payment;
- The exchange rate used by us and the amount of the payment after the currency conversion;
- The credit Value date; and
- Any Reference information provided by the Payer or their bank.

### 4. Withdrawals and payments from your Account

4.1 During the term of the Cash ISA, withdrawals may be made at any of our branches at any time without notice and without loss of tax exempt status.

Limits apply to the amounts of cash that can be withdrawn at an AIB (NI) branch. See [aibni.co.uk/](http://aibni.co.uk/) branches for more information on these limits or contact us, using the contact details provided in Section A.

4.2 The subscription limit will not be reduced if an investor makes a withdrawal during the tax year. Once the subscription limits have been reached during the tax year customers may make no further subscriptions regardless of withdrawals.

4.3 We will follow your instructions to withdraw funds or make a payment from your Account whenever we can. In order for us to follow an instruction you must:

- have sufficient funds in your Account to cover the payment;
- give us all of the information we need; and
- have authority to give us the instruction to make the payment from your Account.

If we accept a payment instruction and we are unable to carry out the transaction for any reason, we will let you know about this, unless we cannot tell you because of a law or regulation.

4.4 Daily limits apply to the amounts that can be transferred through Online Services (see your Online Services terms and conditions or our Website for more information on these limits).

4.5 Before we make a payment from your Account, we will need your authority to do so. How you do this will depend on the type of payment you want to make. If you use the Online Services to create payments, we take this as you giving permission. Other forms of permission include a written letter of instruction or a completed and signed application form.

4.6 As long as our procedures are complied with (including completing, either manually or online, the relevant payment instruction) and security requirements are followed, payments can be made from your Account by any of the methods listed in section 6 'Authorised Payments' below. We may in the future also allow payments by other methods which we make available.

4.7 If we make a payment from your Account against money which has not yet Cleared, it does not mean we will do it again in the future.

4.8 Once we have processed your payment instruction, you cannot cancel it. However, if you need to amend or cancel an instruction that you have given us before we process it, we will try to make your change if it is possible. If you need to amend or cancel a payment instruction, you should give details to Your branch in writing, by phone or by another method that we will tell you at the time. You will be responsible for any extra fees, expenses and exchange rate losses which are caused by amending or cancelling a payment instruction and for the costs of any payment investigation you ask us to carry out.

4.9 If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.

4.10 We may choose to make security checks from time to time, including making phone calls to you or your authorised representative. We have the right to delay or not authorise a payment if we are suspicious that you have not authorised the payment or it is fraudulent. We will not be responsible for any delay or failure in making any payment for the reasons above.

## 5. Authorised Payments

### 5.1 Payment Types

#### 5.1.1 Cash withdrawals, drafts and other Paper transactions

- A. You can withdraw cash at our branches by signing a withdrawal receipt. You may need to provide identification when you withdraw cash at a branch.
- B. You can withdraw funds by ordering a draft or

using a pre-printed GIRO Credit transfer slip. These methods will require your signature in order for a withdrawal to be made. This signed instruction will need to be given in line with the current Mandate for your Account.

C. If using a pre-printed GIRO Credit transfer slip you will need to provide us with:

- A pre-printed GIRO Credit transfer slip showing a valid sort code and account number of the account to which the funds are to be transferred;
- The date and amount of the credit transfer;
- Any other information that we may request from you in order for the payment to be made; and
- Your signature in line with the current Mandate for your Account.

#### 5.1.2 Online Services

A. If you are sending an Electronic Payment using Online Services to another bank or building society account within the United Kingdom, you will need to provide us with:

- The name of the Payee;
- The sort code and account number of the account to which the funds are to be transferred;
- The amount of the payment;
- A meaningful reference so that the Payee can identify you; and
- Any other information that we may request from you in order for the payment to be made.

B. If you are paying a bill using the 'Pay a Bill' option, you will need to select the correct Biller from the list provided. You will need to provide us with:

- The date and amount of the payment; and
- A valid biller Reference so that the Payee can identify you.

You authorise an Electronic Payment via Online Services by using the relevant Security Details for Online Banking, Mobile Banking or Phonenumber Banking.

#### 5.1.3 CHAPS Payment

A. If you are sending a payment to another bank or building society account within the United Kingdom, you will need to provide us with:

- a) The name and address of the Payee;
- b) The sort code and account number of the account to which the funds are to be transferred;
- c) The date and amount of the payment;
- d) A meaningful reference so that the Payee can identify you; and
- e) Your permission in line with the Mandate for the Account from which the payment is to be taken. If you are making a CHAPS payment in branch you give your permission by signing an instruction form.

5.2 We may, if agreed with us, accept verbal instruction from you on the phone after we have confirmed your identity by whatever means we deem appropriate. We may also accept authorisation from you for a payment to be made from your Account by any other means that we have agreed with you.

5.3 If we are advised that the Payee details of a payment you have authorised have changed, you agree to us updating the details in order for the payment arrangement to continue. If we cannot make the changes we will write to you to let you know.

5.4 The following table sets out when payments from your Account can be made and when the funds will be available to the Payee. The timeframes assume we have received the payment instruction before the Cut-off time on a Banking Day. If we receive the payment



instruction after the Cut-off time on a Banking Day, it will be deemed to have been received the following Banking Day. If we receive the payment instruction on a bank holiday, we will consider to have received it the next Banking Day. If we receive a payment instruction which is post-dated (dated for some time in the future), we will consider to have received it on the day it is due to be paid. If this is not a Banking Day, we will consider to have received it the next Banking Day.

Payment type	Method/Channel	When can I make this payment	When is my Account debited	Payment delivery timeframes
Cash withdrawal	Through a branch	During branch opening hours	Immediately	Immediately
	Cash Machine	Anytime	Immediately	Immediately
	At the Post Office*	During Post Office* opening hours	Immediately	Immediately
Transferring money to another AIB (NI) account	Through a branch	During branch opening hours	Immediately	Immediately
	Online Services	Anytime*	Immediately	Immediately
Faster Payments Service	Online Services	Anytime*	Immediately	Payee's bank will usually be credited within two hours, but no later than the next Banking Day.
CHAPS	Through a branch	Up to 4pm on Banking Days	Immediately	Same Banking Day
International Payments	Through a branch	Please refer to the 'International Payments Terms and Conditions' available in branch or on our Website.		
Setting up or amending a Standing Order to another AIB (NI) account	Through a branch	Allow five Banking Days	4am on the due date	Immediately
	Online Services	Up to 8pm the day before the payment is due	4am on the due date	
Setting up or amending a Standing Order to another UK bank or building society	Through a branch	Allow five Banking Days	4am on the due date	Payee's bank will usually be credited on the same Banking Day, but no later than the next Banking Day.
	Online Services	Up to 8pm the day before the payment is due	4am on the due date	
GIRO Credit transfer	Through a branch	During branch opening hours	Immediately	For credits processed using the "Paper clearing system" - 3 banking days
				For credits processed using the "Image clearing system" - no later than 23:59 the next banking day (except bank holidays)

\* Online Services may be unavailable between 3am and 7am due to essential maintenance.

## 6. Payments made incorrectly or without authority

6.1 If a payment has been made from your Account incorrectly or without your authority, you must tell us as soon as possible. If we fail to make a payment correctly or a payment is made without your authority and you are eligible for a refund we will, as soon as possible, put your Account back to the position it would have been in had we made the payment correctly. We will also refund any charges you have had to pay and any interest we have charged as part of the incorrect payment.

6.2 You will only be entitled to a refund for an unauthorised or incorrectly executed payment if you tell us about the transaction as soon as possible and, in any case, no later than 13 months after the date the payment was taken from your Account.

6.3 Where any of your personal account details or other items allowing access to your Account (such as your Security Details) have been lost or stolen, you will be Liable to pay a maximum of £35 for any losses in respect of Unauthorised payments arising as a result. However, you will be Liable for all unauthorised transactions if you have acted fraudulently or with Gross negligence by failing to keep your device or Security Details safe in line with your terms and conditions or if you have (with intent or Gross negligence) failed to notify us without undue delay after becoming aware of the loss, theft or unauthorised use of any of Security Details that we have issued to you in connection with the Account.

6.4 You are not entitled to a refund if the payment details you provided were incorrect (for example, you gave us the wrong account number or sort code for the Payee)

and we used these to make the payment. However, we will make reasonable efforts to recover the funds involved in the payment. We may charge you for doing this. If we decide to charge you for this, we will tell you what the charge will be at the time you ask us to recover the funds. If you provide information as well as the payment details we ask for, we will only be responsible for making the payment in line with the payment details we asked for.

- 6.5 If we are unable to recover the funds you may write to us to request from us any relevant information we may have available in relation to the Payee in order for you to pursue recovery of the funds directly from the Payee.
- 6.6 You are not entitled to a refund from us if you have selected a Payee from your trusted beneficiaries list in Online Services in error and the Payee's Payment Service Provider receives the funds. If that happens, you must ask the Payee directly to return the funds to you. We will, however, make immediate efforts to trace the payment and give you notice of whether this has been successful.
- 6.7 If you dispute a transaction we have made on your Account and we refund this transaction, you must pay us back any refund you have claimed and we have the right to take this money from your Account if following our investigations, we find that you:
- (a) agreed the transaction;
  - (b) have acted fraudulently or with Gross negligence;
  - (c) do not tell us about the claim in line with your terms and conditions;
  - (d) do not give us any information we ask for about your claim; or
  - (e) do not send us the refund application form within 14 days from the date you first told us about the claim.
- 6.8 We may prevent or stop any transaction on your Account, if we have good reason to believe that:
- a) the security of your Account is compromised; or
  - b) the Account or device could be used to commit fraud, or by someone who does not have authority to use it; or
  - c) the transaction seems unusual compared with the way you normally use your Account;
  - d) in the case of a payment service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
  - e) the transaction would damage our reputation.
- Where applicable, we will try to contact you before we take a decision to decline a transaction, but it may not always be possible for us to do so. Please refer to Section A 'Contacting You' for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a transaction by responding to the text message.

## 7. Term

- 7.1 The Cash ISA is opened on the date on which the first subscription is credited to the Cash ISA Account, provided there is a valid application.
- 7.2 The Cash ISA year runs in conjunction with the tax year (for example, 6th April 2019 - 5th April 2020). Amounts intended to be included in the subscriptions for the current tax year must be lodged to the Cash ISA by the 5 April.

## 8. Interest

- 8.1 Interest will be calculated on a daily basis on the Cleared balance and credited to the Cash ISA annually on or about the first Banking Day of April, and on closure of the Cash ISA.

- 8.2 The Cash ISA will earn interest at the Cash ISA rate as displayed in our branches.
- 8.3 We will tell you the Cash ISA interest rate when you open your Account. The Cash ISA interest rate may change. If we decrease our Cash ISA interest rates we will let you know about any change at least two months before we make the change. You can find out the Cash ISA interest rate from the posters on display in our branches or on our Website or our helpline 0345 6005 925.

## 9. Account record

- 9.1 We will make information about individual payments made into and out of your Account available at all times (apart from when we occasionally carry out maintenance on our systems) through your contact centre, Your branch and Online Services.

## 10. Closure of the Account

- 10.1 There is no minimum period for how long your Account needs to be open. It will continue to be open until either you or we close it in line with these terms and conditions.
- 10.2 In the absence of express agreement to the contrary, we may terminate the relationship, i.e., close the Cash ISA by giving you at least two months' notice in writing. When a Cash ISA is terminated it does not lose its tax exempt status, interest will be credited up to date and the balance issued to you. In certain circumstances, where we have a valid reason, including those referred to in 10.3, we may close the Account without notice.
- 10.3 We can close the Account immediately in any of the following circumstances. If we decide to do this we will, wherever possible, give you at least two months' notice in writing unless there are exceptional circumstances. These include, but are not limited, to the following:
- a) On your bankruptcy or you enter into a voluntary arrangement with your creditors;
  - b) If you can no longer manage your financial affairs or you die;
  - c) If any representations, warranties or statements made by you or an authorised user to us in connection with the Account are breached or are untrue in any material respect;
  - d) If you commit any serious or repeated breach of these terms and conditions;
  - e) If you are in breach of any other agreement with us;
  - f) We have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
  - g) You act, or are suspected of acting, fraudulently against us or any other party;
  - h) To enable us to comply with any law, regulation, code or good practice; or
  - i) For any other valid reason, provided that the closure of the Account is a proportionate and reasonable response to the underlying reason.
- If we decide to close your Account, we will immediately give you notice of this in writing.
- 10.4 You can close the Account by giving us reasonable notice.
- 10.5 You may request us to close your Cash ISA without penalty or loss of tax exempt status. However, you may not be able to open another Cash ISA, with another ISA provider, if you have closed a Cash ISA which you have had in that year. A tax year runs from 6 April to 5 April in the following year.
- 10.6 If you have already subscribed to a Cash ISA with another financial institution, which you have kept open

in the same tax year as you open a Cash ISA with us, then HM Revenue & Customs will regard this account as void. In such circumstances the second (void) account will lose all tax exemptions and all interest paid or credited to the void account will be subject to the tax legislation applicable at that time.

- 10.7 You have the right to transfer your Cash ISA to another ISA manager. On receipt of your transfer request the cash and information will be sent to the new ISA manager within 5 Banking Days. Please allow up to 15 Banking Days for the transfer process to be completed. No administration fee will be charged for such a transfer.
- 10.8 You may cancel your Cash ISA Account within 14 calendar days of opening the Account. Any interest earned during this period will be paid gross.

#### 11. Death of the Account holder

- 11.1 Upon death, if before the 6th April 2018, the account will cease to be an ISA Account and any interest earned after that date will become taxable in the hands of the estate.
- 11.2 Upon death, if on or after the 6th April 2018, the tax exempt status of your Cash ISA will continue until such a time as the executors or administrators of your estate are prepared to close the account. Upon notification to us of your death, the account will become a 'Continuing Account of Deceased Investor' and any interest accrued will retain the relevant tax exemption from date of death until the earlier of the following -
- The completion of the administration of the deceased's estate
  - The closure of the account
  - The 3rd anniversary of the death of the investor
- If the account has not been closed or the administration of the estate has not been completed by the 3rd anniversary of the date of death, we will close down your account and will transfer the balance and any interest earned during the 3 years to the Select deposit product or nearest equivalent deposit product, if the Select deposit product is no longer available. Any interest earned after that date will become taxable in the hands of the estate.
- 11.3 The Account can be closed by the executors or administrators of your estate (people who are dealing with your estate) once we receive letters of probate or administration.

#### 12. Extra Conditions

- 12.1 We may use any intermediary or agent bank and clearing and settlement system of our choice to execute any payment. The routing and channel(s) used by us is entirely at our discretion. If we provide you with services which are not covered by the Payment Services Regulations (including, but not limited to, cheques and other Paper transactions) we will not be responsible for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- 12.2 We will not be Liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
- (a) a fault which has happened in any system used to carry out a transaction;
  - (b) an industrial dispute (for example, a strike); or
  - (c) anything outside our or our agents' or subcontractors' control.

- 12.3 We will be Liable for the amount of any transaction, plus any interest and charges, if there have been any faults with systems you have used and these were not obvious or displayed as a warning message or on a notice at the time you used the system.
- 12.4 If we send a written demand or notice in connection with your Account by post to the last address you gave us, we will consider this to have been properly served and received on the day that you should have received the envelope containing the demand or notice.
- 12.5 If we choose not to enforce any term, or we cannot enforce any term which applies to the Account, this will not affect our right to:
- (a) enforce that term later; or
  - (b) enforce any of the other terms which apply to the Account.
- 12.6 We have the right at all times to change and add to these terms and conditions as a result of:
- (a) a change in the law, regulation, code or good practice;
  - (b) customer feedback;
  - (c) product development; or
  - (d) for any other valid reason we give you at the time we tell you about the change.
- 12.7 If we want to make a change to your terms and conditions, we will communicate these changes to you at least two months beforehand in writing (unless, by law or in line with regulation, we are able to give you shorter notice). If you are not happy, you have the right to end your agreement with us. At any time up to two months from the date of the notice, you can, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. When you receive this notice, you can end the agreement in line with section 10, subsection 10.5 as long as you have paid all the amounts you owe. However, if you continue to hold your Account after this time, we will consider you to have accepted the relevant changes.
- 12.8 You are responsible for ensuring that transactions conducted on the Cash ISA comply with Government legislation applying to ISAs in general. We will not be responsible for any loss of tax advantages resulting from transactions initiated by you which breach this legislation.
- 12.9 We will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, an ISA has or will become void.
- 12.10 We can delegate any of our functions or responsibilities under these terms and conditions to another person or organisation. If we do, we will satisfy ourselves that they are competent to carry out those functions and responsibilities.
- 12.11 The laws of Northern Ireland apply to these terms and conditions, and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of these terms and conditions.
- 12.12 These terms and conditions are written in English and any contact we have with you will be in English.

#### 13. Important Information

All the information in these terms and conditions is correct at the time the terms and conditions were printed. If there are any further changes, we will let you know about the changes in line with section 12, subsection 12.7.

If you need this brochure in Braille, in large print or on audio, ring 0345 6005 925 or ask your branch. Customers with hearing difficulties can use our Text Relay service by dialling 18001 0345 6005 925.

Call into any branch | [aibni.co.uk](http://aibni.co.uk)



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