



# Fixed Rate Saver

## Terms and Conditions

These terms and conditions apply to any AIB (NI) Fixed Rate Saver held by personal account holders (referred to as 'you' and 'your') with AIB Group (UK) p.l.c., trading 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 June 2021.

Your agreement with us for your Fixed Rate Saver ("Account") consists of these terms and conditions (as changed from time to time in accordance with condition 15 below) and the following additional terms and conditions:

- any terms and conditions implied by law in the banker-customer relationship (except to the extent they conflict with these terms and conditions);
- the application form completed by you when applying for your Account ("Application Form");
- all signing instructions in respect of your Account that you give us from time to time; and
- all other documents that are incorporated, either expressly or otherwise, into these terms and conditions or otherwise become part of our agreement with you. To the extent that there is any conflict between these terms and conditions and the provisions of the other documents, the provisions of the latter will prevail.

Copies of these terms and conditions may be obtained from your branch and on our website [www.aibni.co.uk](http://www.aibni.co.uk).

Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you want any further information please ask at any AIB (NI) branch.

### 1 Availability of the Account

- 1.1 The Account is available to you if you are a personal customer and cannot be opened for individuals under 18 years of age.
- 1.2 You may have up to four Accounts in either your sole name or in joint names with others.
- 1.3 The Account is only available as a sterling account.
- 1.4 You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or other liability unless we permit you to do so.
- 1.5 In order to operate your Account, you must also have a suitable payment account with us so that you can make withdrawals from your Account to your payment account. If you are a new customer, or do not already have a suitable payment account, we recommend that you open a Select Deposit Account as your payment account. You do not have to use your payment account for any purpose other than withdrawals from your Account and you will not incur any account fees when using your payment account for that purpose. Your payment account may be in your sole name or in joint names with others.

### 2 Opening your Account

- 2.1 Unless we already hold it, you must supply us with all necessary information and documentation to satisfy our obligation to identify you under legislation to combat money laundering and to fulfil other regulatory reporting obligations. We will advise you of our requirements at the time you seek to open your Account.
- 2.2 Your Account will not become operational until such time as we have received and approved this information and documentation. In advance of your Account becoming operational, you may not be able to make any lodgements to or withdrawals from your Account.

- 2.3 We may from time to time require you to update or supplement such information and documentation. If you fail to do so, we may refuse to carry out any transactions in respect of your Account, suspend or close your Account.
- 2.5 An Account opened in joint names must be opened on the basis that any one of the account holders is able to give binding instructions in respect of the joint Account. Warning: this means that funds may be withdrawn on the instructions of any one of the account holders without the knowledge or consent of the other account holders. If you are not satisfied with this you must not proceed.
- 2.6 We reserve the right to decline to open an Account.

### 3 Term of Your Account

- 3.1 Your Account will have an initial fixed term that you may choose from the options made available by us. The term will start on the day that the Account is opened. If you wish to re-invest your funds at the end of the term ("Maturity"), you can choose your term from the options then made available by us. This further term will commence on the Maturity of the previous term and subject to condition 5.6, be for such period as you choose from the options then made available by us.

### 4 Lodgements

- 4.1 You have two business days including the day of account opening to make a single lodgement to your Account. If you do not make a lodgement to your Account within that period, your Account will automatically close. Save as provided in condition 4.5, below you may not make any additional lodgements to your Account.
- 4.2 We may request evidence of your identity when you are making a lodgement to your Account.

- 4.3 We may reverse any credit made to your Account if it is not paid or is recalled by the paying bank (including when we are the paying bank) or it is returned by us due to mistake, fraud or the operation of any applicable clearing rules.
- 4.4 When you open your Account and at Maturity we will advise you of any applicable limitations and requirements on the minimum and maximum amounts that may be lodged to your Account.
- 4.5 If you want to make an additional lodgement to your Account prior to Maturity, in accordance with condition 4.6 and condition 5.5 below, you should ensure that you allow sufficient time for such lodgement to go through the clearing process. For this reason, we will not accept certain Collectible Items that cannot 'clear' within the additional lodgement period (such as international cheques, or a cheque lodged with insufficient time to clear). We recommend that you lodge any Collectible Items to your payment or another suitable account instead, in advance of Maturity in order to allow time for the lodgement to 'clear' and make a transfer from your payment account to your Account.
- 4.6 Lodgement of cleared funds accepted to your Account prior to the applicable cut-off time on a Business Day are credited to your Account and shall accrue interest from the date of receipt of such funds. Lodgements of cleared funds posted after the daily cut-off time on any Business Day are deemed to have been received by us on the next Business Day. No interest will be paid on a lodgement credited to the Account on the date of closure.
- 4.7 Cut-off times for lodgements vary dependent on the type of payment you are instructing us to make and the method by which you instruct us. Depending on the instruction type and method, you can find the applicable cut-off time on AIB (NI) Internet Banking, via the AIB (NI) Phone Banking self-service facility or by asking an AIB (NI) Phone Banking customer service advisor.
- 4.8 In the event that the Bank should incur any costs, loss or damage in connection with the collection of Collectible Items to your Account, you agree to pay any such amounts to the Bank.
- 4.9 We reserve the right to refuse to accept a lodgement into your Account.
- 4.10 We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.
- 4.11 When you have successfully lodged funds to your Fixed Rate Saver, we will issue you with an investment confirmation letter. This letter will provide you with your account details and interest related information.
- 5 Maturity**
- 5.1 14 days in advance of the Maturity of your Account, we will issue you with a Pre Maturity Advice that will detail your current Maturity instruction.
- 5.2 At Maturity, you may:
- 5.2.1 reinvest all your funds in your Account for a further term at the applicable interest rate;
  - 5.2.2 subject to retaining any required minimum balance, withdraw part of your funds and reinvest the remainder for a further term; or
  - 5.2.3 withdraw all your funds and close your Account.
- 5.3 You can change the Maturity instructions during the term of your Account, by completing the appropriate documentation and returning it to your branch by the close of business on the Business Day before Maturity. Maturity instruction amendment forms are available in our branches. We may, in the future, allow you to give your Maturity instructions by other methods, and if we do, details will be available on our website, [www.aibni.co.uk](http://www.aibni.co.uk).
- 5.4 The reinvestment option will be dependent upon us continuing to make your Account available at Maturity. If we decide to withdraw your Account, we will let you know and we will provide you with a reason for the withdrawal of your Account. For example, we may decide to withdraw your Account if, acting reasonably, we consider that to continue to permit it to operate would be a breach of these terms and conditions.
- 5.5 If you wish to reinvest your funds at Maturity for a further term, you may in the five calendar days prior to Maturity, lodge additional funds to your Account subject to your Account balance after such lodgement not exceeding the then permitted maximum amount. Depending on the type of payment instruction you give us (for example if you make an online transfer) you may make such lodgement up to 6pm on the Business Day before Maturity.
- 5.6 If you do not give us any Maturity instructions your funds will be automatically reinvested in your Account at Maturity for a further term of the same duration or, at our discretion, a lesser duration, at the applicable interest rate.
- 5.7 After each reinvestment you have a 14 day period in which to contact us to cancel your Account. This period begins on the commencement of the new term. If you contact us within this period to cancel your Account, we will only repay you any funds you have reinvested at Maturity, but not any interest which may have accrued from the time of reinvestment. If you wish to cancel your Account, you may do so by writing to your branch.
- 5.8 Where you elect to withdraw funds at Maturity below, the funds will be transferred to a suitable payment account of your choosing. However, if the funds cannot be credited to your chosen account (if, for example, the account is closed or the details are incorrect), we will open a suitable payment account for you and transfer the funds to this new account. If this happens, we will send you the applicable account terms and conditions and an opening statement, which sets out your new account number and balance.
- 5.9 You must ensure the minimum balance is retained in your Account and that your Maturity instructions are accurate and complete. In the event your Account balance falls below the required minimum balance, we may open a suitable payment account for you and transfer all of your funds to this new account. If this happens, we will send you the applicable Account terms and conditions and an opening statement, which sets out your new account number and balance. Your Fixed Rate Saver would then be automatically closed.
- 5.10 Further, in the event that we cannot accurately execute your Maturity instructions, we may open a suitable payment account for you. If this happens, we will endeavour to execute your reinvestment instructions and transfer the remaining funds to this new account. We will send you the applicable payment account terms and conditions and an opening statement, which sets out your new account number and balance. For the avoidance of doubt, if we are unable to execute your

Maturity instructions due to a conflict, inaccuracy or incompleteness in your instructions, we will transfer all funds to a suitable payment account and your Fixed Rate Saver would then be automatically closed.

- 5.11 You are responsible for ensuring the accuracy and completeness of each instruction you give us or we receive as authorised by you. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us and we may refuse to execute such instructions.
- 5.12 If you elect to withdraw all of your funds at Maturity, your Account will be automatically closed on Maturity.

## 6 Withdrawals

- 6.1 Save as provided in condition 12 below, no amount may be withdrawn from your Account during the term. At Maturity, withdrawals may be made from your Account in accordance with condition 5 above.
- 6.2 Your Account may not be overdrawn.
- 6.3 No passbook, cheque book, ATM card or debit card is issued with your Account and no standing order or direct debit facilities are available on your Account and you may not make bill payments to third parties from your Account (notwithstanding that your Account may be accessible online).
- 6.4 We may request evidence of your identity when you are making a withdrawal from your Account.

## 7 Operating your Account

- 7.1 If an incorrect amount is debited from or credited to your Account we may make any necessary correcting entry on your Account without reference to you. We may also debit any charge for dealing with an incorrect, incomplete or other payment instruction of this type to your Account.

## 8 Interest

- 8.1 The interest rate will be fixed for each term of your Account and, in the case of the initial term, will be the rate applicable at the time your Account is opened and, in the case of any subsequent term, will be fixed at the time of reinvestment. The applicable rate is set out on the statement that we will issue on Account opening, and each time you reinvest funds for a further term.
- 8.2 Details of applicable interest rates are available from our branches and on our website [www.aibni.co.uk](http://www.aibni.co.uk). These are indicative only and the actual rate will be the applicable rate at the time the rate is fixed in accordance with condition 8.1.
- 8.3 Interest is calculated and accrued each day based on the balance in your Account. Interest will start to accrue when funds have been lodged for value to your Account. If a lodgement is not made at the start of the term, the interest will be accrued for less than the full term. This may result in interest applying to your Account being less than the advertised amount.
- 8.4 We will credit any interest accrued to your Account at Maturity and annually where the term is greater than one year.

## 9 Taxation of Interest

- 9.1 **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.**
- 9.2 We will make all disclosures and provide all information required to the HM Revenue & Customs and any other

relevant authorities in accordance with applicable laws and regulations.

## 10 Statements

- 10.1 A statement will be issued to you on reinvestment, at closure, upon your request and in line with regulatory requirements.

## 11 Joint Accounts

- 11.1 If your Account is a joint Account the provisions of this condition 11 apply to all of you together as well as to each of you separately.
- 11.2 Payments from a joint Account will be made in accordance with the latest signing instructions governing the operation of the joint account. In accordance with condition 2.5 the signing instructions on your Account will be that any one of the account holders may give binding instructions in respect of the joint Account. Warning: this means that funds at Maturity may be withdrawn from your joint Account on the instructions of some but not all of the Account holders, money in your joint Account may be withdrawn or paid away or reinvested for a further term without the knowledge or consent of the other Account holders.
- 11.3 Correspondence and notices in relation to a joint Account will be sent by us to the address of the first named Account holder unless all of the Account holders direct otherwise in writing. Such correspondence and notices will be deemed to have been received by, or served upon, all of the Account holders.
- 11.4 If we become aware of a dispute between the Account holders we may cease to accept instructions in relation to your Account unless they are given by all the Account holders. However, we are not obliged to do this and we may, notwithstanding any dispute, continue for as long as we think fit to rely on the existing signing instructions.
- 11.5 We may close a joint Account acting in accordance with the existing signing instructions.

## 12 Death and bankruptcy

- 12.1 If you die your Account may continue until Maturity. In the case of a sole Account, the balance and interest will be payable on Maturity to your personal representatives. We will do this when we receive grant of probate or letters of administration or on any subsequent signing instructions. The balance and interest will be payable on Maturity to the survivor(s), on sight of a death certificate. We may also agree to close the Account prior to the Maturity date. If we agree to close the Account prior to the maturity date the balance and interest accrued will be payable to the survivor(s), without notice or loss of interest, on receipt of the appropriate documentation detailed above.
- 12.2 Notwithstanding the provisions of condition 12.1 above, if we are put on notice that there is a dispute between the surviving joint Account holder and your estate regarding ownership of any amount standing to the credit of your Account, we may cease to take or accept instructions in relation to your Account unless we receive written confirmation from both parties that the dispute is resolved. However, we are not obliged to do this and we may, notwithstanding any dispute, continue for as long as we think fit to rely on the existing signing instructions.
- 12.3 If you become bankrupt and your Account is in your sole name we will close your Account and pay the amount standing to the credit of your Account (but not any interest that has accrued) to the person administering your bankruptcy. We will do this when we receive the necessary legal documents to confirm the bankruptcy

and to confirm the authority of the person administering your bankruptcy. If your Account is a joint Account, we will require the instructions of the other Account holders as well as the instructions of the person administering your bankruptcy.

- 12.4 Before making any payment in accordance with conditions 12.1-12.3 above, we may exercise our set-off rights under condition 21.4 below.

### 13 Fees and Charges

- 13.1 Fees and charges applicable to your Account are contained in the current edition of our booklet "Price List and Guide to Fees and Interest for Personal Customers" is available at any of our branches and on our website [www.aibni.co.uk](http://www.aibni.co.uk).
- 13.2 We may debit your Account with all fees and charges which you are liable to pay us.

### 14 Closure of your Account

- 14.1 You may not close your Account prior to Maturity. At Maturity, if you withdraw all of your funds your Account will be automatically closed.
- 14.2 We may suspend or close your Account immediately at any time during its term if we reasonably believe that there are exceptional circumstances or by continuing to make it available:
- 14.2.1 we might be breaching a law, regulation, code or other duty which applies to us; or
- 14.2.2 we may expose ourselves to action or censure from any government, regulator or law enforcement agency.
- 14.3 If we close your Account in accordance with condition 12.1 we will pay to you all amounts standing to the credit of your Account together with accrued interest to the date of closure.
- 14.4 If we decide to withdraw this Fixed Rate Saver, we will notify you at least two months in advance of Maturity. If this product is no longer available, we will reinvest your funds in another similar fixed term product, for the nearest possible term, unless you request us to close your Account.

### 15 Changes to these Terms and Conditions

- 15.1 We may change these terms and conditions from time to time. Changes will normally be caused by:
- 15.1.1 changes in the cost of providing our services;
- 15.1.2 changes in, or the need to conform with, general banking practice, expected or actual changes in legal, regulatory, taxation or other requirements affecting us;
- 15.1.3 promotional reasons, system or product developments;
- 15.1.4 the need to conduct our business in a prudent or competitive manner, or other good reasons; We may also make changes to make these terms and conditions clearer or more favourable to you or to rectify any errors identified in them.
- 15.1.5 If the change to these terms and conditions is not to your disadvantage, we may make the change immediately and tell you about it within 30 days. We will notify you of any such changes by a notice on our website, by a notice in our branches, by a notice sent to you by post, email or other electronic means or by any other means required or permitted by law.

- 15.1.6 If the change is to your disadvantage we will notify you personally at least 30 days prior to the change taking effect. Notification will be by letter or other such direct means which we consider appropriate. At any time within 60 days of the notification you will be free to close or switch your account without notice or penalty.

## 16 About you

- 16.1 We need you to tell us about any changes in circumstances, name, contact details and/or other important changes that are relevant to us. We may ask you to provide and/or confirm details of any such changes in writing (for example, by completing our change of address form).
- 16.2 If you do not keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

## 17 Communicating with you

- 17.1 Subject to applicable law, we may contact you in person or by phone, post or hand delivery, or by fax, email, online, or other electronic means. We are always working towards ways to make our services more convenient and flexible so we may introduce new ways to communicate with you in the future.
- 17.2 You will be deemed to have received any notice sent by us to the last address notified by you immediately upon delivery if delivered by hand and four Business Days after dispatch if sent by ordinary post. Any notice sent by fax, email or online (to your fax number, email address or online address last known to us) will be deemed to have been received by you at the time it is sent.
- 17.3 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business and that of our customers and staff and for the purposes of training our staff.
- 17.4 These terms and conditions are in English and we will only write and communicate with you in English.

## 18 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..

## 19 General

- 19.1 We shall not be legally responsible to you for breach of contract or for any loss or cost you suffer or incur because we cannot carry out our responsibilities to you due to circumstances beyond our reasonable control including, amongst other things, acts of God, fire, acts of government, war, civil commotion, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party.
- 19.2 We shall not be legally responsible to you if you are claiming for any loss or damage arising from any delay or refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these terms and conditions or by law, or for any loss or damage you may suffer as a result.
- 19.3 None of the above will apply if we act fraudulently, with wilful default or gross negligence, or where the law does not allow us to exclude our liability.
- 19.4 We may, in addition to any other similar right we may have, at any time without notice to you, set off any credit balance on your Account (whether or not your Account has matured) against any sums which are or may become owing to us by you in any manner or on any account whatsoever. 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. We will give you at least 14 days' notice if we intend to do this for the first time.
- 19.5 If we do not exercise, or we delay in exercising, any right, power or privilege we do not thereby waive it and we may exercise it at a later date. If we exercise, in whole or in part, any right power or privilege on one occasion we may exercise it, or any other right, power or privilege, at any other time.
- 19.6 Notwithstanding any other provision in these terms and conditions, we may take whatever action we consider appropriate to meet our obligations, either in Northern Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering, or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action

may include, but is not limited to, investigating and intercepting payments into and out of your Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

## 20 Governing Law and Jurisdiction

20.1 This agreement, and any non-contractual obligations arising out of or in connection with it, is governed by and construed in accordance with the laws of Northern Ireland and, for our benefit and without prejudice to our right to take proceedings before any other court of competent jurisdiction, you submit to the jurisdiction of the courts of Northern Ireland with respect to any dispute or claim arising out of or in connection with it (including any dispute or claim relating to its existence, validity or termination) or any non-contractual obligations arising out of or in connection with it.

## 21 Interpretation

In these terms and conditions:

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

**Collectible Items** means cheques, drafts, paper images and other negotiable or non-negotiable paper items drawn on or by us or which we have to process through a clearing system or directly present to the drawee bank in order to receive payment. It can take five Business Days (UK timescale) or longer to clear a Collectible Item that is from an account in another UK financial institution. It can take considerably longer to clear a Collectible Item that is from a financial institution abroad;

Any reference to “branch” means any of our branches in Northern Ireland and the services available in such branches will only be available during branch opening hours or in any other manner we may allow;

Reference to any gender includes all genders and the singular includes the plural and vice versa (where the context allows);

Any phrase introduced by the terms “for example”, “including”, “include(s)”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words that come before those terms; and

Headings are for convenience only and are not to be taken into account when interpreting this agreement.

If at any time any part of this agreement is deemed to be invalid or unenforceable the rest of it will remain fully effective.

## 22 About us

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