

# AIB Personal Fixed Term Deposit Account

## Terms and Conditions

### 1. Your Agreement

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

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

**Important:** Some of the documents listed above may be amended from time to time. The updated documents will still form part of your Agreement and we will give you notice of those amendments if we are required to do so.

- 1.3 You can get copies of any of our terms and conditions and our Fees and Charges Booklets from our branches or on our website [www.aib.ie](http://www.aib.ie).
- 1.4 We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. If you apply for your Account through our online banking services, electronic signatures may be used by us and you to confirm acceptance of this Agreement.
- 1.5 You must be 18 or older to open an Account.
- 1.6 In this Agreement:

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

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

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

**'Fees and Charges Booklets'** means the current editions of our schedules and/or fees and charges booklets for personal accounts as may be revised or updated from time to time, which are available in our branches or on our website.

These booklets and/or schedules set out the fees and charges that apply to the Account, including any international charges;

**'Investment Date'** means the day on which an Investment Period begins. The first Investment Date will be the day your Account is opened. Any subsequent Investment Date will be the day of Maturity for the previous Investment Period.

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

**'Maturity'** means the date on which the Investment Period ends.

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

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

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

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

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

### 2. About Your Account

- 2.1 The Account is available to personal customers only.
- 2.2 The Account is only available as a euro account.
- 2.3 In order to operate the Account, you must also hold a separate payment or other suitable account with us to transfer funds to and from the Account (please see the 'Lodgements' and 'Withdrawals' sections for more information).
- 2.4 You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or other liability unless we allow you to do so.
- 2.5 When you open your Account and at Maturity, you will need to be mindful of any minimum and/or maximum amount that may be lodged to your Account or any minimum and/or maximum balance required to invest for an Investment Period. For more information on minimum and maximum balance requirements, please go to our website [www.aib.ie](http://www.aib.ie) or visit a branch.
- 2.6 If an incorrect amount is debited or credited to your Account, we may make the necessary correcting entry to your Account without telling you about this beforehand.
- 2.7 You must tell us immediately if you think an unauthorised person can access, or has accessed your

Account or if you have lost any item that you use to access your Account or where you suspect such item has been compromised.

- 2.8 When authorising a lodgement or withdrawal, you may be asked to provide identification details.

### 3. Opening Your Account

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

3.2 Before you can open an Account, we need you to provide certain information to enable us to comply with our tax reporting obligations including your tax residence details, and may need you to provide additional information and/or documentation.

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

3.3 We reserve the right to not open an account.

### 4. Cooling Off and Change of Mind

If you are not happy with your Account, you have 14 days to contact us in writing (or in any other way we allow) to cancel your Account. This period begins on the date your Account is opened, or the date you receive terms and conditions for your Account and other Account information (whichever is later) or on the Investment Date (in the case of reinvestment).

If you contact us within this period to cancel your Account, we will repay you any funds you have lodged to or reinvested in the Account but not any interest accrued on the Account during this 14 day period.

If you do not contact us within this period to cancel your Account, the terms of the Agreement will continue to apply.

### 5. Investment Period of Your Account

5.1 When you open the Account or if you wish to reinvest your funds at Maturity you can choose the Investment Period from the options we make available to you. For more information on the options available, please go to our website [www.aib.ie](http://www.aib.ie) or visit a branch.

5.2 You can provide us with instructions about how to treat your funds at Maturity any time from the Investment Date up to close of business on the Business Day before Maturity. You cannot provide us with Maturity instructions on the day of Maturity.

5.3 Once you keep any required minimum balance in your Account, your options for Maturity instructions are as follows:

- a) reinvest all the funds in your Account for another Investment Period;
- b) withdraw part of the funds in your Account and reinvest the remaining funds for another Investment Period; or
- c) withdraw all your funds and close your Account.

5.4 If you do not provide us with instructions on how to treat your funds on Maturity, the funds will be automatically reinvested for a similar Investment Period or, if we decide otherwise, a shorter Investment Period, at the prevailing rate.

### 6. Maturity

6.1 You are responsible for ensuring the accuracy and completeness of each Maturity instruction you give us. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken Maturity instructions and we may refuse to execute such Maturity instructions.

6.2 You can change Maturity instructions at any time during the Investment Period, before branch close of business on the Business Day before Maturity. You can do this by completing the relevant Maturity instruction amendment form, available in our branches or on our website, [www.aib.ie](http://www.aib.ie) and returning it to a branch.

In the future, we may have alternative methods available which we will let you know about on our website.

6.3 If you withdraw all of your funds in the Account at Maturity, we will automatically close your Account.

6.4 We can close your Account and transfer all of your funds to a suitable demand deposit account with us if:

- a) your Account balance falls below the required minimum;
- b) your Maturity instructions are incomplete, unclear, inconsistent or mistaken;
- c) we cannot accurately execute your Maturity instructions. If this happens we will try our best to execute your instructions to reinvest and transfer any remaining funds to a suitable demand deposit account; or
- d) you decide to withdraw funds at Maturity and the funds cannot be credited to your chosen account (for example, that account is closed or the details are incorrect). If this happens, we will try to contact you to let you know and to reconfirm your instructions, but if we are unable to reach you we will continue to open a suitable demand deposit account for you.

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

## 7. Lodgements

### How and when can you lodge funds to the Account?

- 7.1 You cannot make any lodgements to your Account except as set out in this 'Lodgements' section.
- 7.2 If the Investment Period of your Account is greater than 1 week, you have 7 calendar days from the date you open the Account to make a single lodgement to your Account. If the Investment Period is 1 week or less, you must make a single lodgement to your Account on the day it is opened. This must match the amount you advised us at Account opening. If you do not make a lodgement to your Account within the time periods we have set out, we will automatically close your Account.
- 7.3 If you wish to reinvest your funds at Maturity for a further Investment Period, we may allow you to make a single lodgement to your Account in the 5 Business Days before Maturity by close of business on the Business Day before Maturity.
- 7.4 If you make an additional lodgement during the 5 Business Days before Maturity, interest will accrue at the rate applicable to that Investment Period until Maturity, and will then accrue at the rate applicable at time of the new Investment Period until Maturity.
- 7.5 Once our procedures are followed, a lodgement can be made to your Account in cash and/or by electronic payment (for example, a credit transfer to your Account). We may in the future accept a lodgement to your Account by alternative methods we make available.
- 7.6 Cash lodgements can normally be made over the counter in one of our branches or by using any of the self-service machines that accept the type of lodgement being made.
- 7.7 If you wish to fund your Account using cheques, drafts or other paper based payments, you must lodge them to your payment account or another suitable account and allow sufficient time for the funds to clear in advance of the Investment Date. You can then transfer these funds to your Account.

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

- 7.8 We will follow instructions to make lodgements to your Account whenever we can. However, we can delay or refuse to accept any lodgement to your Account for any valid reason (for example, if we believe the lodgement may be fraudulent or unlawful or if we believe your Account is no longer in operation).
- 7.9 We may refuse to accept a lodgement to your Account if the amount is incorrect, recalled by the financial services provider or is returned by us because of a mistake, fraud or any rules around how the lodgement is made. If this happens, we may make any adjustment necessary on your Account without telling you about it beforehand. We may also apply any relevant charges we incur for dealing with incorrect, incomplete or other lodgement instructions of this type to your Account. Please see our Fees and Charges Booklets for more information on applicable charges.
- 7.10 If we do refuse to accept any lodgement to your Account, you may ask us for information about it by contacting us. Our contact details are set out in the 'Contacting each other' section. If possible, we will let you know our reasons for doing so.

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

- 7.11 We will start to calculate interest on the day funds are lodged to your Account, providing we receive the lodgement before the cut-off time. If we receive the lodgement after the cut-off time on a Business Day, the lodgement will be deemed to have been received the following Business Day.

## 8. Withdrawals

- 8.1 You cannot withdraw funds from your Account during the Investment Period.
- 8.2 The only way to withdraw funds from your Account is by transferring the funds to a payment or other suitable account held with us as outlined in the 'About your Account' section.
- 8.3 We may delay or refuse to make a withdrawal from your Account for any valid reason (for example, where the information we have been supplied with is incorrect or for security reasons). If possible, we will tell you our reason for doing so and what we need from you in order to make the withdrawal.
- 8.4 As long as our procedures are complied with and security requirements are followed, we will take it that you have authorised the withdrawal from the Account.
- 8.5 We do not provide a cheque book or debit card for use with the Account.
- 8.6 We do not allow direct debits or standing orders to be set up on the Account or bill payments to be made to third parties from the Account and there may be further restrictions on the ways you can make a withdrawal from the Account when using our online banking services.

## 9. Interest

### Credit Interest

- 9.1 The credit interest rate will be fixed for each Investment Period and will be the rate applicable at the time your Account is opened or at the time you reinvest your funds. If you choose to reinvest your funds, the day of Maturity will also be the first day of the new Investment Period. The rate is set out on your Account statement issued at Account opening, reinvestment and annually. Details of applicable credit interest rates are available from our branches or on our website and are provided as guidance only.
- 9.2 We calculate and accrue credit interest based on the balance of your Account at the end of each day. We will pay any credit interest accrued to your Account at Maturity. If the Investment Period is greater than one year, we will pay any credit interest accrued to your Account annually, and at Maturity.
- 9.3 If a lodgement is not made at the start of the Investment Period, or if you make a withdrawal from the Account during the Investment Period, the amount of credit interest you earn will be less than you anticipated or the amount advertised.
- 9.4 Subject to certain exemptions, we must deduct Deposit Interest Retention Tax (DIRT) from any credit interest you earn on your Account at the prevailing rate on the day the credit interest is paid.
- 9.5 One such exemption is that we will not deduct DIRT from any credit interest you earn on all of your accounts if you are not resident in Ireland and the following requirements are met:

- a) we hold a non-resident declaration form fully completed by you; and
  - b) the minimum balance in each of your accounts with us is at all times €12,500 (you will not be allowed to aggregate the balances in your accounts).
- 9.6 Even if you are not resident in Ireland, if either of the above requirements are not met, we will deduct DIRT at the prevailing rate.
- 9.7 If either of the above requirements cease to be met and are later satisfied again you will have to re-apply for the exemption and provide us with fresh confirmation of your residential status. If you would like any further information on DIRT including what other exemptions apply please see [www.revenue.ie](http://www.revenue.ie).

### Negative Interest

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

## 10. Statements

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

## 11. Joint Accounts

- 11.1 This Agreement applies to all the joint Account holders collectively.
- 11.2 Joint Account holders will be jointly and severally liable for any amount owing on the Account. This means that any one, some, or all, of the joint Account holders can be held accountable to pay us any amount owed, separately and/or together.
- 11.3 Joint Account holders can make withdrawals and give Maturity instructions in accordance with the latest signing instructions given for the Account. These are provided in your Account mandate.
- Warning:** If your signing instructions state that any one joint Account holder can sign then one joint Account holder can make withdrawals and give Maturity instructions for a further term without the other's knowledge.
- 11.4 Any joint Account holder may choose to disclose information in relation to the Account to third parties (for example, their accountant or financial advisor or account aggregation service providers which allow you to view accounts with different providers in one place). This may result in the personal data relating to all joint Account holders being disclosed to a third party. Once your personal data has been disclosed, that third party has its own obligations to you in relation to its processing of your personal data.
- 11.5 If you choose to disclose information in relation to the Account to a third party, it may result in the personal data relating to all joint Account holders being disclosed to that third party. Before you do so, you should make sure that all joint Account holders are happy for you to share their information in this way.
- 11.6 We will communicate with joint Account holders at the contact details of the first named joint Account holder unless all of the joint Account holders direct us otherwise in writing. These communications will be deemed to have been received by, or served on, all of the joint Account holders.
- 11.7 Instructions to change the address at which to receive correspondence will be made in accordance with the signing instructions for the Account.
- 11.8 If we become aware of a dispute between the Account holders we may stop accepting instructions in relation to the Account unless they are given by all Account holders or the dispute has ended. However, we do not have to do this and we can still follow the instructions given by the relevant parties acting in accordance with this Agreement.
- 11.9 When your Account is closed, we may pay any money we hold to all or a combination of the joint Account holders, depending on the Account signing instructions.
- 11.10 We can close the Account if requested to do so by the relevant parties acting in accordance with our procedures.

## 12. Death, incapacity, bankruptcy or event of insolvency

- 12.1 Any payment made by us to or from your Account after your death, incapacity, bankruptcy or an event of insolvency but before we have received written notice of this, will be valid and binding on your successors and estate.



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

### 13. Fees and Charges

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

### 14. Closing or suspending your Account

- 14.1 You may not close your Account before Maturity.
- 14.2 We will close your Account automatically if you withdraw all of your funds at Maturity.

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

### 15. Changes to your Agreement

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

## 16. Contacting each other

### About us

- 16.1 Our head office is at 10 Molesworth Street, Dublin 2. Our website is [www.aib.ie](http://www.aib.ie).
- 16.2 We are a public limited company registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.
- 16.3 We are regulated as a credit institution by the Central Bank of Ireland under reference number C21174. The Central Bank of Ireland's address is PO Box No. 559, Dublin 1.

### Communicating with us

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

### About you

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

### Communicating with you

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

## 17. Complaints

- 17.1 If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible.

- 17.2 If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. The Ombudsman's office is independent and it looks into, and makes a decision on the complaints of personal and some small business customers.
- 17.3 You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

## 18. Your Information

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

## 19. Our and your responsibilities

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

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

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

19.2 Nothing in this 'Our and your responsibilities' section will stop us being responsible for your loss if:

- a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
- b) law or regulation does not allow us to exclude or limit liability.

#### **Your responsibility to us**

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

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

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

## **20. Set-off**

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

## **21. Enforcing this Agreement**

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

## **22. Severance**

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

## **23. Our right to settle a claim**

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

## **24. Evidence**

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

## **25. Copy Agreement**

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

## **26. Governing Law and Jurisdiction**

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

26.2 As you are a consumer, to the extent permitted under applicable law, your right to take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live is unaffected by this condition (including by requiring us to take proceedings in the country in which you live).