

Terms and Conditions

Fixed Rate Bond

1. Definitions

- 1.1. "Act" is the Data Protection Act 1998.
- 1.2. "Agreement" means the Agreement You enter into with Us and which is made up of:
 - 1.2.1. These Terms and Conditions
 - 1.2.2. The Application Form
 - 1.2.3. Any banking terms and conditions implied by law.
- 1.3. "Applicant", "You" or "Your" is the Bond Holder in the case of a sole Bond or each individual person in the case of a joint Bond.
- 1.4. "Application Form" is the form completed by the Applicant to open the Bond.
- 1.5. "Bank", "We", "Our" or "Us" means Anglo Irish Bank Corporation plc, its successors, assigns and transferees.
- 1.6. "Banking Day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.
- 1.7. "Bond" is one of Our Fixed Rate Bonds.
- 1.8. "Bond Holder" is the person(s) in whose name the Bond is maintained.
- 1.9. "Charge" means the charge levied upon the Bond Holder in the event of an early withdrawal as set out in Clause 4.1.
- 1.10. "Deposit or Deposits" means the sum (or sums) of money deposited with the Bank in the Bond.
- 1.11. "FSA" is the Financial Services Authority.
- 1.12. "Maturity Date" or "Maturity" is the date at the end of the Term selected on the Application Form by You where such Term commences on the day Your Bond is opened.
- 1.13. "Term" is the period from the date of deposit of Your funds to the Bond until the Maturity date representing the period as indicated by You on Your Application Form.

2. Deposit

- 2.1. The minimum Deposit is £500 per Bond.
- 2.2. The maximum Deposit is £2,000,000 per Applicant.
- 2.3. Cheques received to open a Bond will earn interest from the second business day following the date of receipt of the cheque. The general UK clearing cycle is three working days.

3. Interest

- 3.1. The rate of interest earned on the Bond is fixed at the beginning of the Term and will apply for the full Term of the Bond. Details of applicable rates are available by phoning **0845 455 22 22** or by viewing Our website www.angloirishbank.co.uk or on the enclosed rate flyer. Interest rates will vary for each tranche of a Bond.
- 3.2. Interest is calculated each day based on the cleared balance in the Bond.
- 3.3. For 3, 6 and 9 month Bonds, interest is added to the Bond at maturity.
- 3.4. For 1 to 5 year Bonds, interest is added to the Bond on the first anniversary of the opening of the Bond and every year thereafter until the end of the Term.

4. Withdrawals

- 4.1. Withdrawals are only allowed in the case of an emergency and if permitted by Us and will be subject to the following Charge based on the period remaining on the Bond until the Maturity Date calculated on the amount withdrawn:

Period Remaining to Maturity				
<1 year	<2 year	<3 year	<4 year	<5 year
Interest deduction for withdrawal breakage				
60 days interest	90 days interest	120 days interest	150days interest	180 days interest

- 4.2. Withdrawals under Clause 4.1 or at Maturity of the Bond will only be permitted to the bank or building society account from which the personal cheque used to lodge the Deposit to the Bond originated or by cheque to the Bond Holder and only then if We are satisfied that Our security conditions detailed below have been fully satisfied. No payments to third parties will be permitted.
- 4.3. BACS transfers usually take 3 working days to become available in Your nominated account from the date of making the transfer.
- 4.4. Any charge for early withdrawal will be offset against any accrued interest not yet paid. If there is insufficient accrued interest any outstanding charge will be deducted from your Account. The Inland Revenue has advised us that such a charge against capital is not a reduction of interest, but a capital loss. Therefore any portion of charge deducted from capital is not a reduction in interest but a specific charge for early withdrawal.
- 4.5. Withdrawals using a Standing Order or Direct Debit facility are not available with the Bond.

5. Additional Lodgements

- 5.1. Additional Lodgements are not permitted to Your Bond. However, You may open a new Bond with Us for the same or a different Term by calling Our Personal Savings Team as set out in Clause 22.1.

6. Maturity of Your Bond

- 6.1. If the Bank does not receive instructions from You on or before the final day of the Term, the Bond will convert to an Easy Access Personal Savings Account and the then prevailing Terms and Conditions and interest rate for the Easy Access Personal Savings Account will apply.
- 6.2. We are not obliged to give notice to You of the Maturity of Your Bond. However, We aim to give You written notification of the Maturity of Your Bond and the options available to You at that time.

7. Time scales for clearance of payments into Your Bond

- 7.1. Where a cheque or draft is paid into Your Bond You must normally allow at least six clear Banking Days from the time We receive the cheque before any withdrawal is made against the cheque. Even after this time, We may dishonour any payments You make if the cheque does not clear for any reason.
- 7.2. Transfers will normally clear on the day that the payment or transfer is made into Your Bond. Any sums credited to Your Bond that are unconfirmed and subsequently uncleared or dishonoured will be debited to Your Bond. We shall not be responsible for any cheques or other payments until they have been received by Us.
- 7.3. The time periods given above for clearance are indicative only. Should any funds be dishonoured after a withdrawal has occurred You will be liable for the overdrawn amount and must repay the overdrawn amount after We have given You written notice to do so.

8. Teleauthorisation facility and security requirements

- 8.1. The security conditions required for telephone operation of Your Bond are that, at Our request, You must identify the appropriate characters We may ask You from Your nominated password. Failure to comply with Our request satisfactorily will result in access to Your funds via the teleauthorisation facility being denied.
- 8.2. If You wish to amend Your bank details for withdrawals, e.g. You have closed the account that the initial funds came from You must confirm this request in writing and provide Us with an original bank statement dated within the last 3 months for this new nominated account. This account must be in the name of the Bond Holder. At the sole discretion of the Bank, additional identification may be requested.
- 8.3. For joint Bonds, by signing the Declaration on the Application Form You agree that withdrawals may be made on the authorisation of one Applicant only.
- 8.4. Telephone calls made between You and Us may be recorded or monitored for training or security purposes and to make sure We carry out Your instructions correctly.
- 8.5. If for any reason You believe that another person knows or is likely to know Your nominated password, it is critical that You advise Us immediately by calling the Personal Savings Team on **0845 455 22 22**. The Bank will immediately suspend this service on Your Bond for Your protection until the new nominated password has been provided by You in writing to the Bank at the address given in clause 22.2.

9. Money Laundering

- 9.1. As an integral part of prudential management to protect the Bank and its customers, the Bank complies fully with all legal and regulatory requirements, in particular the requirements of its UK regulator; the FSA.
- 9.2. Customers opening Bonds are required to provide one original copy of the following for each Applicant:
 - 9.2.1. Inland Revenue Notice of Tax Coding for the current year
 - 9.2.2. Gas, Electricity, Water and/or Telephone (not mobile phone) bill received within the last six months at Your current address

9.2.3. Council Tax Bill for the current tax year for Your current address.

9.2.4. Bank or Building Society statement or confirmation received within the last three months at Your current address

- 9.3. You will be asked to provide Your home, mobile and business telephone numbers on the Application Form to enable Us to carry Out our additional proof of identity checks. For withdrawals and transfers from one account to another; the Bank, at its sole discretion, may also request suitable and additional means of proof of identity which may include original or certified copies of Your passport and original or certified copies of Your driving licence. Where a certified copy of a document is required, the copy of the document should be certified by a UK lawyer, accountant, banker or postmaster stating 'original seen' and giving their name and telephone number on the document.
- 9.4. In the event that the documentation provided is not sufficient to verify the identity of the Applicant, the Bank may, at its sole discretion, delay processing Your Application Form and lodging Your cheque until such time as the requested information is provided. Interest will only accrue from the time of lodgement of your cheque as set out in clause 7. If Your application is processed but You have not provided the required documentation, then withdrawals will not be permitted from the Bond until You have provided the required documents.

10. Statements, Confirmations and Interest Certificates

- 10.1. For 3, 6 and 9 month Bonds, the Bank will issue to the Bond Holder a statement on maturity reflecting any transactions since the opening of the Bond including interest paid and tax deducted (where applicable).
- 10.2. For 1 to 5 year Bonds, the Bank will issue to the Bond holder a statement annually, on the anniversary date of your Bond being opened reflecting all transactions since the last statement or the opening of the Bond including interest paid and tax deducted (where applicable).
- 10.3. If an Applicant to a joint Bond requires a statement to be sent to a separate address, this request should be sent in writing to the Bank at the address given in Clause 22.2.
- 10.4. We recommend that You check Your statement or confirmations as soon as possible after receipt. If You believe there is an entry or detail which seems to be incorrect on Your Bond please contact the Personal Savings Team on **0845 455 22 22** to get the matter resolved.

11. Taxation

- 11.1. Subject to the required Inland Revenue certification, interest may be paid gross. The Inland Revenue form R85 is available from the Inland Revenue website (<http://www.inlandrevenue.gov.uk/menus/otherforms.htm>) or by contacting the Bank's Personal Savings Team on 0845 455 22 22. In the absence of a valid R85 certificate, interest will be paid after deduction of tax at the lower rate, currently 20%, which may be reclaimed from the Inland Revenue by non-taxpayers.

- 11.2. In the case of joint Bonds interest may be paid entirely gross without deduction of tax, provided all Bond Holders provide the Bank with a valid R85 certificate.
- 11.3. For joint Bonds interest may be paid half net and half gross where only one Applicant is eligible to receive gross interest and has provided Us with a valid R85 certificate. In other circumstances interest will be paid entirely net. The net rates shown in the Bank's investment literature and promotional material are illustrative assuming tax at the current applicable rate of 20% for lower rate tax payers.

12. Joint Bonds

- 12.1. Joint Bonds are opened based on the requirement by the Bank that only one Applicant's instruction is required to operate the Bond. Therefore, one Applicant could withdraw all the funds in the Bond without the knowledge of the other Applicant. Upon the death of an Applicant the funds will be deemed to be owned by the surviving Applicant upon the provision of a death certificate of the other Applicant. Joint ownership may continue through divorce, separation or dispute between the parties. Variation of ownership can be achieved by mutual agreement between the parties or by order of a court.
- 12.2. In the event of the Bank becoming aware of a dispute, separation or divorce and in the absence of written mutual agreement between the parties, such agreement to be approved by the Bank, or order of a court, the Bank will require authorisation in writing signed by both Applicants for any future transactions unless the instructions from both Applicants permits the continued operation of the Bond on the signature of one Applicant. If a party to a joint Bond wishes to freeze the proceeds of the Bond it is necessary to provide a written request to the Bank to this effect. The Bank may only act upon such written instructions if all Applicants sign an instruction to this effect.

13. Death

- 13.1. On the death of a sole Bond Holder the capital value of the Bond and the interest accrued is payable, without notice or loss of interest, to the personal representatives of the deceased.
- 13.2. On the death of a joint Applicant, the capital value of the Bond and accrued interest will be payable to the survivor without notice or loss of interest, or the survivor may elect to have the Bond invested in his name or the survivor may elect to have the total amount payable transferred to an account in the name of the surviving Applicant held at a UK Bank or Building Society from which funds have been paid into this Bond in the past. Confirmation of the death of a customer and any third parties acting on behalf of the deceased will need to be notified to the Bank with full supporting documents before such payment will be permitted. For further advice, please call the Personal Savings Team on **0845 455 22 22**.

14. The Banking Code

- 14.1. The Banking Code is a voluntary code followed by banks and building societies in their relations with personal customers in the UK. The Code, to which the Bank subscribes, sets out standards for banks and building societies to follow in their dealings with customers. Bond Holders requiring a copy of the Banking Code can obtain it from the Banking Code Standards Board www.bankingcode.org.uk or by calling us on **0845 455 22 22**.
- 14.2. You may find the following website useful – British Bankers Association – www.bba.org.uk

15. Depositor Compensation

- 15.1. The Bank is a participant of both the Financial Services Compensation Scheme (FSCS) and the Irish Deposit Protection Scheme. Payments under the Irish Deposit Protection Scheme are limited to a maximum of €100,000 of an Account Holder's total deposits with Anglo Irish Bank Corporation plc. For further information on this scheme please go to www.financialregulator.ie

16. Data Protection Act 1998

- 16.1. The Bank complies with the Data Protection Act 1998 in relation to the processing of information about You. The Act provides that upon payment of a fee which will not exceed £15 You are entitled to receive details of the information that We hold about You.
- 16.2. If You wish to request access to this information, please write to: The Data Protection Officer; Anglo Irish Bank Corporation plc, FREEPOST LON21430, London, EC2B 2QB.
- 16.3. Telephone calls to the Bank may be recorded for Your security and for the purpose of staff training and to ensure that We carry out Your instructions correctly.

17. What to do if You have a complaint

- 17.1. Occasionally, situations arise where You may be dissatisfied with the Bank's products and service. If You are dissatisfied with the service You have received, You should contact the Personal Savings Team on **0845 455 22 22** and discuss Your views and concerns.
- 17.2. We will always try to resolve Your complaint immediately. However, if that is not possible, or upon request, We will acknowledge Your complaint in writing. Full details of Our Internal Complaints Procedure are available upon request from The Compliance Officer; Anglo Irish Bank Corporation plc, FREEPOST LON21430, London, EC2B 2QB. If We cannot resolve Your complaint to Your satisfaction You have the right (within six months of our final response) to refer the matter to the Financial Ombudsman Service. The Bank is a member of the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Website: www.financialombudsman.org.uk Telephone: 0845 080 1800.

18. Recognition of Other Interests and Claims

- 18.1. We do not have to recognise the interest or claim of any person other than the Bond Holders in respect of money held in any account, nor will We be liable in any way for failing to recognise such interest or claim, except as required by law.

19. Cooling off

- 19.1. As this is a Fixed Term Bond no cooling off period is available to You.

20. Bond Availability

- 20.1. The Bond is only available for personal investors aged 18 or over in a sole or joint basis, with no more than two parties on a joint Bond. The Bond must not be used for business purposes. All Bond Holders must be UK resident(s) at the time of opening the Bond and throughout the duration of the Bond's existence.
- 20.2. We may withdraw Bonds availability from the market without prior notice at Our sole discretion.

21. Liability

- 21.1. We shall use Our reasonable endeavours to ensure that the teleauthorisation service is available during normal business hours on a working day but We shall not be held liable for any loss or damage caused by the failure of any systems beyond Our control.
- 21.2. We may not be liable for any loss You may suffer as a result of:
- 21.2.1. Any error or inaccuracy in the instruction You give Us
- 21.2.2. Your instructions being incomplete
- 21.2.3. Your having allowed someone else to use or obtain (with or without Your permission) Your security details
- 21.3. If You receive contact from an individual purporting to be from the Bank and You are unsure that they are acting for the Bank do NOT provide any security details and instead ring Our telephone number detailed in 22.1 below. We will then give You any assistance You require once You have answered Our security questions.
- 21.4. We shall not be liable for any errors or delay or failure to follow Your instructions if this is due to anything beyond Our control, including but not limited to:
- 21.4.1. industrial action
- 21.4.2. fire, flood, explosion or Government act
- 21.4.3. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link
- 21.4.4. delays in postal deliveries or cheque clearance

22. Communication between You and Us

- 22.1. You may contact the Bank by telephone by calling Our Personal Savings Team on **0845 455 22 22**.
- 22.2. If You wish to instruct Us in writing please write to: Anglo Irish Bank, FREEPOST LON21430, London, EC2B 2QB. This is a free service and no postage is required on Your envelope.
- 22.3. If We need to send You a formal notice (other than those concerned with the day to day operation of Your Bond or changes to the Agreement) We shall send the notice by post and it will be deemed to be received one Business Day after posting if sent first class and three Business Days after posting if sent second class.
- 22.4. We shall contact You at the last address or telephone number You have given Us.
- 22.5. You must tell Us if You change Your name, Your address or if there are any other changes relevant to Your Bond. If You do not tell Us of a change to Your contact details, We may charge You for any reasonable expense incurred in tracing You.

23. General Matters

- 23.1. These Terms and Conditions will be governed by and will be construed in accordance with, the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction.
- 23.2. Each of these conditions is separate from all other conditions, so that if one condition is found to be void or otherwise unenforceable it will not affect the validity of any of the others.
- 23.3. If We do not enforce any of Our rights We have under these Terms and Conditions, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.

24. Alteration of Terms and Conditions

- 24.1. The Bank reserves the right to vary these Terms and Conditions if there is any relevant material change in the prevailing legal, tax or regulatory conditions. If there have been any significant changes in any one year, the Bank will send a copy of the new Terms and Conditions, or a summary of the key changes to Bond Holders with the annual statement.
- 24.2. We may also change these Terms and Conditions for any other valid reason.
- 24.3. If any change is to Your disadvantage, We will tell You about it personally at Your last known address at least 30 days before We make the change. At any time up to 60 days from the date of the notice You may, without notice, switch Your Bond or close it without having to pay extra Charges or interest for doing so.
- 24.4. We can make any other change and tell You about it within 30 days.

25. Registered Office

- 25.1. The registered office of the Bank in the United Kingdom is Anglo Irish Bank Corporation plc, 10 Old Jewry, London, EC2R 8DN. The shares of Anglo Irish Bank Corporation plc are listed on the Dublin and London Stock Exchanges.

26. Date of Issue and Effective Date

- 26.1. These terms and conditions are issued on 20th September 2008. They are effective immediately for both existing Account Holders and new customers.

20th September 2008