

## Terms and Conditions

### Easy Access Personal Savings Account Issue 2 & 7 Day Notice Personal Savings Account Issue 2

#### 1. Definitions

- 1.1. "Account" is the Easy Access Personal Savings Account or the 7 Day Notice Personal Savings Account as selected by the Applicant on the Application Form for the applicable Issue as stated in the header above and on the Application Form.
- 1.2. "Account Holder" is the person(s) in whose name the account is maintained.
- 1.3. "Agreement" means the Agreement You enter into with us and which is made up of:
  - 1.3.1. These Terms and Conditions
  - 1.3.2. The Application Form
  - 1.3.3. Any banking terms and conditions implied by law
- 1.4. "Applicant", "You" or "Your" is the Account Holder in the case of a sole account or each individual person in the case of a joint Account.
- 1.5. "Application Form" is the form completed by the applicant to open the Account.
- 1.6. "Bank", "We", "Our" and "Us" means Anglo Irish Bank Corporation plc, its successors, assigns and transferees.
- 1.7. "Banking Day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.
- 1.8. "Deposit or Deposits" means the sum (or sums) of money deposited with the Bank in the Account.
- 1.9. "Review Date" is the date on which the interest rate is set on the Account from time to time.
- 1.10. The "Act" is the Data Protection Act 1998.
- 1.11. The "FSA" is the Financial Services Authority.
- 1.12. "Lodgements" are any monies received to add to the Account.

#### 2. Deposit

- 2.1. The minimum Deposit is £1 per Account.
- 2.2. The maximum Deposit is £2,000,000 per Applicant.
- 2.3. Cheques received to open an Account and additions to the same Account will earn interest from the second business day following the date of receipt of the cheque. The general UK clearing cycle for cheques is three working days.

#### 3. Interest

- 3.1. The rate earned on the Account is variable and will be adjusted on a Review Date. The interest rate will be at least equal to the Bank of England's Base Rate until 1st January 2011. If the rate is changed we will notify you within 3 working days of the change by notice on our website and also by advertisement in two or more newspapers of our choice with national circulation. You will also be advised of the rate change in your annual statement. Details of applicable rates and our most up to date base rate guarantee date are also available on our website, [www.angloirishbank.co.uk](http://www.angloirishbank.co.uk)
- 3.2. When we change the interest rates on Your Account, we will update the information on our website within three business days. To help you compare rates, the old rate will also be available on Our website.
- 3.3. Interest is calculated each day based on the cleared balance in the Account using the then prevailing interest rate.
- 3.4. Interest is paid to the Account annually on the 31st March or if not a working day on the next business day in England and Wales.
- 3.5. Interest will normally be paid net of income tax at the appropriate rate or, subject to receipt of a valid declaration of self-registration of eligible non-taxpayer status (Form R85, available on request), interest will be paid gross.

#### 4. Lodgements

- 4.1. All lodgements to the Account must be in sterling.
- 4.2. Initial Lodgements should be received by cheque. Cheques should be made payable to Anglo Irish Bank and the name in which your account is held e.g. 'Anglo Irish Bank – John Smith'
- 4.3. The cheque must be drawn on a UK bank or building society in the name of the Account Holder. For joint Accounts a personal cheque drawn on the Account Holders' own current account which must be drawn on a UK bank or building society account. Alternatively, two cheques can be accepted (one from each Applicant).
- 4.4. Additional Lodgements can be made by cheque or electronically. Cheques should be made payable to Anglo Irish Bank and the name in which your account is held e.g. 'Anglo Irish Bank – John Smith'. The ordering customer quoted must be the same name as Your Account with Us.
- 4.5. For additional lodgements, We will accept a Bankers Draft drawn on a bank or building society on provision of a certified copy of the Applicant's current driving licence or passport and an original statement dated within the last 3 months from the account where these funds originated. The Bank can accept same day payments (CHAPS) or 3 day electronic payments (BACS) on provision of a certified copy of the Applicant's current driving licence or passport and an original statement dated within the last 3 months from the account where these funds originated.
- 4.6. No lodgements are permitted from any third party accounts.
- 4.7. You must keep a record of all cheques deposited. If You do not, We may not be able to help You if any cheques become lost.
- 4.8. We reserve the right to refuse any lodgements into the Account at any time at Our sole discretion. In such cases We will return the cheque to You or if paid by electronic means will transfer the funds back to their originating account.
- 4.9. Where additional lodgements are being made by cheque they should be sent to Our Freepost address as set out in clause 22.2.

#### 5. Withdrawals

- 5.1. Withdrawals will be provided from Your Account on teleauthorisation by calling Our Personal Savings Team on 0845 455 22 22 or in writing to Our Freepost address as set out in clause 22.2. We will issue a cheque payable to the Account Holder, or pay electronically to the bank account from which the initial funds to the Account originated.
- 5.2. BACS transfers usually take 3 working days to become available in Your nominated account.
- 5.3. We will designate Your nominated account, for the payment of electronic withdrawals, from the details on the initial cheque used to open Your Account with Us.
- 5.4. If You select the Easy Access Personal Savings Account no notice is required to make a withdrawal.
- 5.5. If You select the 7 Day Notice Personal Savings Account You will be required to give Us seven days notice to make a withdrawal from the Account. If You do not give Us the required notice a charge will apply. This charge is equivalent to seven days' interest on the amount withdrawn and is calculated using the interest rate prevailing on the 7 Day Notice Account at the date of withdrawal. Where notice of less than seven days is given, the charge will be reduced to reflect the actual number of days' notice given.
- 5.6. If you fail to select an Account type on the Application Form, We shall designate Your Account an Easy Access Personal Savings Account.

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- 5.7. Withdrawals using a Standing Order or Direct Debit facility are not available from this Account.
- 5.8. No payments will be permitted to third parties from this Account.

#### 6. Time scales for clearance of payments into Your Account

- 6.1. Where a cheque or draft is paid into Your Account 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.
- 6.2. Transfers will normally clear on the day that the payment or transfer is made into Your Account. Any sums credited to Your Account that are unconfirmed and subsequently uncleared or dishonoured will be debited to Your Account. We shall not be responsible for any cheques or other payments until they have been received by Us.
- 6.3. 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.

#### 7. Teleauthorisation facility and security requirements

- 7.1. Telephone withdrawals will only be permitted to the Bank or Building Society account from which the initial funds originated or by cheque to the Account Holder and only then if We are satisfied that Our security conditions detailed below, have been fully satisfied.
- 7.2. The security conditions 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.
- 7.3. If You wish to amend Your bank details for withdrawals, e.g. You have closed the account from which the initial funds came, 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 Account Holder. At the sole discretion of the Bank, additional identification may be requested.
- 7.4. For joint accounts, by signing the Declaration on the Application Form you agree that withdrawals may be made on the authorisation of one Applicant only.
- 7.5. 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.
- 7.6. If for any reason You believe that another person knows or is likely to know Your nominated password, it is critical that You advise the Bank immediately by calling the Personal Savings Team on 0845 455 22 22. The Bank will immediately suspend this service on Your Account 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.

#### 8. Money Laundering

- 8.1. 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.

- 8.2. Customers opening accounts are required to provide one original copy of the following for each Applicant showing their current address.
  - 8.2.1. Inland Revenue Notice of Tax Coding for the current year
  - 8.2.2. Gas, Electricity, Water and/or Telephone (not mobile phone) bill received within the last six months at Your current address
  - 8.2.3. Council Tax Bill for the current tax year for Your current address
  - 8.2.4. Bank or Building Society statement or confirmation received within the last three months at Your current address.
- 8.3. For additional funds the Bank will accept a Bankers Draft drawn on a UK bank or building society on provision of a certified copy of Your driving licence or passport and an original statement dated within the last 3 months from the account where these funds originated. We can accept same day payments (CHAPS) on provision of a certified copy of Your current driving licence or passport and an original statement dated within the last 3 months from the account where these funds originated. Where a certified copy of a document is required, the copy of the document should be certified by a UK lawyer, banker, accountant or postmaster stating "original seen" and giving their name and telephone number on the document.
- 8.4. You will be asked to provide Your home, mobile and business telephone numbers on the Application Form to enable us to carry out 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.
- 8.5. 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. If Your application is processed but You have not provided the required documentation as specified by the Bank, then withdrawals will not be permitted from the Account until You have provided all the required documents.

#### 9. Statements, Confirmations and Interest Certificates

- 9.1. Annually in April, the Bank will issue the Account Holder a statement reflecting all transactions since the last statement or the opening of the Account, including interest paid and tax deducted (where applicable). If an Applicant to a joint Account 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.
- 9.2. Confirmations are issued for all payments and receipts.
- 9.3. Interest Certificates for tax purposes are available on request.
- 9.4. 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 Account please contact the Personal Savings Team on 0845 455 22 22 to discuss the matter.

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### 10. Taxation

- 10.1. 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.
- 10.2. In the case of joint Accounts interest may be paid entirely gross without deduction of tax, provided all Account Holders provide the Bank with a valid R85 certificate.
- 10.3. For joint accounts, 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.

### 11. Joint Accounts

- 11.1. Joint Accounts are opened based on the requirement by the Bank that only one Applicant's instruction is required to operate the Account. Therefore, one Applicant could withdraw all the funds in the Account 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.
- 11.2. 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 Account on the signature of one Applicant. If a party to a joint Account wishes to freeze the proceeds of the Account 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.

### 12. Death

- 12.1. On the death of a sole Account Holder the capital value of the Account and the interest accrued is payable, without notice or loss of interest, to the personal representatives of the deceased.
- 12.2. On the death of a joint Applicant, the capital value of the Account and accrued interest will be payable to the survivor without notice or loss of interest, or the survivor may elect to have the Account 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 Account 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.

### 13. The Banking Code

- 13.1. The Banking Code is a voluntary code followed by banks and building societies in their relations with personal customers in the U.K. The Code, to which the Bank subscribes, sets out standards for banks and building societies to follow in their dealings with personal customers. Account Holders requiring a copy of the Banking Code can obtain it from the Banking Code Standards Board ([www.bankingcode.org.uk](http://www.bankingcode.org.uk)) or by calling us on 0845 455 22 22.
- 13.2. You may find the following website useful – British Bankers Association – [www.bba.org.uk](http://www.bba.org.uk)

### 14. Depositor Compensation

- 14.1. 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](http://www.financialregulator.ie)

### 15. Data Protection Act 1998

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.

### 16. What to do if You have a complaint

- 16.1. 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.
- 16.2. 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 within five working days. 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 the complaint arising) to refer the matter to the Financial Ombudsman Service, full details of which are available from the Compliance Officer. The Bank is a member of the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, website: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk) Telephone: 0845 080 1800

### 17. Recognition of Other Interests and Claims

- 17.1. We do not have to recognise the interest or claim of any person other than the Account 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.

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#### 18. Cooling off

- 18.1. If, within 14 days of Your opening investment You decide that the type of Account You have opened is not appropriate for You, the Bank will, on being advised by You, return Your Deposit to You without penalty provided that any cheque or funds You have paid to the Bank has met Our clearance period.

#### 19. Account Availability

- 19.1. The Account is only available for personal investors aged 18 or over on a sole or joint basis, with no more than two parties on a joint Account. The Account must not be used for business purposes. All Account Holders must be UK resident(s) at the time of opening the Account and throughout the duration of the Account's existence.

#### 20. Liability

- 20.1. 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.
- 20.2. We shall not be liable for any loss You may suffer as a result of:
- 20.2.1. Any error or inaccuracy in the instruction You give Us.
- 20.2.2. Your instructions being incomplete
- 20.2.3. Your having allowed someone else to use or obtain (with or without Your permission) Your security details.
- 20.3. 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.
- 20.4. 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:
- 20.4.1. industrial action
- 20.4.2. fire, flood, explosion or Government act
- 20.4.3. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link
- 20.4.4. delays in postal deliveries or cheque clearance

#### 21. Closure of the Account for additional funds

- 21.1. The Bank may, at its sole discretion, determine that the Account is no longer available for the addition of further funds by the Account Holder. The Bank will give the Account Holder at least 30 days notice in writing of such an event, and in such circumstances We will advise the Account Holder of other suitable Anglo Irish Bank products where these are available.

#### 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 Account 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 Account. 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 Account 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 Account 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