

IMPORTANT NOTICE TO CUSTOMERS

By Transfer Order made by the High Court under Section 34 of the Credit Institutions (Stabilisation) Act 2010, certain assets and liabilities of Anglo Irish Bank Corporation Limited including certain deposits were transferred to AIB Group (UK) p.l.c. on and with effect from 24 February 2011.

The within documentation shall now be construed as follows:

Where either (a) your deposit transferred under the Transfer Order or (b) you are applying for a new deposit account from 25 February 2011 onwards, and where the context so admits, all references to Anglo Irish Bank Corporation Limited, Anglo Irish Bank, Anglo, the Bank, “we” and “our” or any other word referring to Anglo Irish Bank Corporation Limited, shall be construed as references to AIB Group (UK) p.l.c. (“AIB”).

Where the within documentation contains an Application Form, any application made to open a new account will be an application to open an account with AIB.

Please note AIB Group (UK) p.l.c. is covered by the UK Financial Services Compensation Scheme (FSCS). Eligible depositors are entitled to claim up to £85,000. For further details refer to the FSCS website www.FSCS.org.uk

Anglo Irish Bank



Anglo Irish Bank

Personal Savings Account

Terms and Conditions

Effective 8 December 2010

Terms and Conditions

Variable and Bond Product Accounts

1. Definitions

- 1.1. "Act" is the Data Protection Act 1998.
- 1.2. "Account" is any personal deposit with Anglo Irish Bank.
- 1.3. "Account Holder" is the person(s) in whose name the Account is maintained.
- 1.4. "Agreement" means the Agreement you enter into with us and which is made up of:
 - 1.4.1. These Terms and Conditions
 - 1.4.2. The Application Form
 - 1.4.3. Any banking terms and conditions implied by law.
- 1.5. "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.
- 1.6. "Application Form" is the form completed by the Applicant to open the Account.
- 1.7. "Bank", "we", "our" or "us" means Anglo Irish Bank Corporation Limited, its successors, assigns and transferees.
- 1.8. "Bond Products" means one of our Fixed Rate Bonds.
- 1.9. "Bond Product Holder" is the person(s) in whose name the Bond Product is maintained.
- 1.10. "Business Day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.
- 1.11. "Charge" means the charge levied upon the Bond Product Holder in the event of an early withdrawal as set out in Clause 6.2.1.
- 1.12. "Deposit or Deposits" means the sum (or sums) of money deposited with the Bank in the Account.
- 1.13. "FSA" is the Financial Services Authority.
- 1.14. "HMRC" is HM Revenue & Customs.
- 1.15. "Lodgements" are any monies received to add to the Account after the initial Deposit.
- 1.16. "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 Product is opened.
- 1.17. "New Application Pack" is the documentation comprising of Terms and Conditions, Application Form, brochure and summary box.
- 1.18. "Nominated Bank Account" is the bank account upon which your initial Deposit to your Account is drawn which must be an Account in the Applicant's names or if amended the bank account accepted under Clause 5.2.9.
- 1.19. "QTD" is a Qualifying Time Deposit under the HMRC rules and applies to Bond Products with a term of one year or less and a balance of £50,000 or more.
- 1.20. "Review Date" is the date on which the interest rate is set on the Account from time to time.
- 1.21. "Short Term Bond Products" refers to 3, 6 and 9 Month Fixed Rate Bonds.
- 1.22. "Term" is the period from the date of deposit of your funds to the Bond Product until the Maturity date representing the period as indicated by you on your Application Form.

- 1.23. "Variable Products" means 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.
- 1.24. "Variable Product Holder" is the person(s) in whose name the Variable Product is maintained.

2. Account Availability

- 2.1. 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.
- 2.2. We may withdraw the availability of Accounts from the market without prior notice at our sole discretion.

3. Initial Deposit

- 3.1. The minimum Deposit is £1 per Variable Product and £1,000 per Bond Product.
- 3.2. The maximum Deposit is £2,000,000 per Applicant per Product.
- 3.3. We will open your Account within five Business Days of receipt of your Application Form provided all relevant documentation is provided and security and identification checks are completed.
- 3.4. The initial Deposit must be received by cheque from your personal UK bank account. Cheques will start earning interest two Business Days following the date of account opening eg. on Wednesday if paid in on a Monday. Cheques must be made payable to the Bank and the name in which your Product is held e.g. 'Anglo Irish Bank Corporation Limited – John Smith'.
- 3.5. For joint Accounts a personal cheque must be drawn from the joint personal UK bank account of the Account Holders, alternatively two cheques can be accepted (one from each Applicant).

4. Interest

4.1. Bond Products

- 4.1.1. The rate of interest earned on the Bond Product is fixed at the beginning of the Term and will apply for the full Term of the Bond Product. The interest rate applicable to your Bond Product will be specified in your confirmation and details of applicable rates are available by phoning **0845 455 22 22** or by viewing our website **www.angloirishbank.co.uk**. Interest rates will vary for each tranche of a Bond Product.
- 4.1.2. Interest is calculated each day based on the cleared balance in the Bond Product.

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- 4.1.3. For 1 to 5 year Bond Products, interest is added to the Bond Product on the first anniversary of the opening of the Bond Product and every year thereafter until the end of the Term. If the applicable date to add interest or the Maturity Date of your Bond Product falls on a non-Business Day interest will be added on the next Business Day.
- 4.1.4. For Short Term Bond Products, interest is added to the Bond Product on Maturity. If the Maturity Date of your Bond Product falls on a non-Business Day interest will be added on the next Business Day.

4.2. Variable Products

- 4.2.1. The rate earned on the Variable Product is variable and will be adjusted on a Review Date as detailed in Clause 26.
- 4.2.2. The interest rate will be at least equal to the Bank of England's Base Rate until the date as specified. For existing customers the base rate guarantee will remain unchanged and for new customers the base rate guarantee will be at least equal to the Bank of England's Base Rate until the date specified in the summary box included in your New Application Pack. Details of applicable rates are also available by phoning **0845 455 22 22**.
- 4.2.3. Interest is calculated each day based on the total cleared balance in the Account at the end of the day using the then prevailing interest rate.
- 4.2.4. Interest is paid and added to the Variable Product annually on the 31st March or if this is not a Business Day, on the next Business Day.

5. Lodgements

5.1. Bond Products

- 5.1.1. Lodgements are not permitted to your Bond Product. However, you may open a new Bond Product with us for the same or a different Term by calling our customer service team as set out in Clause 23.1. A signed Application Form will be required for each additional Bond Product you choose to open with us.

5.2. Variable Products

- 5.2.1. All Lodgements to the Variable Product must be in sterling.
- 5.2.2. Lodgements can be made by cheque or electronically from your Nominated Bank Account. Cheques should be made payable to Anglo Irish Bank Corporation Limited and the name in which your Variable Product is held e.g. 'Anglo Irish Bank Corporation Limited – John Smith'.

- 5.2.3. Electronic Lodgements will be credited to your Account, value dated and made available for you to use as soon as we receive the Lodgement. With effect from 1st January 2012 all electronic payments which you send to us from your Nominated Bank Account will be credited and value dated on the next Business Day. Prior to 1st January 2012 it may take up to three working days for BACS payments to be credited to your Account.
- 5.2.4. Cheques will earn interest two further Business Days after the date of receipt eg. on Wednesday if paid in on a Monday and electronic Lodgements will earn interest from the value date detailed in Clause 5.2.3.
- 5.2.5. No Lodgements are permitted from any third party accounts.
- 5.2.6. 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.
- 5.2.7. We reserve the right to refuse any Lodgements into a Variable Product 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 your originating account.
- 5.2.8. Where Lodgements are being made by cheque they should be sent to our Freepost address as set out in Clause 23.2.
- 5.2.9. You may amend your Nominated Bank Account by advising us in writing of the requested change by complying with Clause 9.3.

6. Withdrawals

6.1. General Provisions

- 6.1.1. Electronic transfers (excluding BACS) will become available in your Nominated Bank Account on the same Business Day provided the instruction is received before 2pm on that day and subject to procedures at the bank where your Nominated Bank Account is held.
- 6.1.2. BACS transfers usually take three Business Days to become available in your Nominated Bank Account from the date of making the transfer subject to procedures at the bank where your Nominated Bank Account is held.
- 6.1.3. Withdrawals using a standing order or direct debit facility are not available with any Bond Products or with any Variable Products.
- 6.1.4. No payments will be permitted to third parties from any Bond Products or from any Variable Products.
- 6.1.5. We will designate your Nominated Bank Account, for the payment of electronic withdrawals, from the details on the initial cheque used to open your Account with us.

- 6.1.6. If the Account Holder has more than one Nominated Bank Account, the Bank reserves the right to delay payment until clear instructions are provided.

- 6.1.7. We are only permitted to refuse a withdrawal instruction from you in very limited circumstances. These circumstances are:
- (i) if you do not have sufficient funds in your Account to make the requested payment; or
 - (ii) if you have not satisfied our security requirements; or
 - (iii) if you have not provided us with necessary documentation which we have requested from you; for example if you have not provided us with documentary proof of a change in your Nominated Bank Account or change in your residential address; or
 - (iv) if we reasonably believe that your instruction is not genuine or is unclear or may cause us to break any Law or Regulation to which we are obliged to adhere; or
 - (v) if we consider that your Account has been or is likely to be misused; or
 - (vi) for fraud prevention purposes.

- 6.1.8. Unless we are prohibited from doing so by law, we will notify you why we have been unable to make a payment under Clause 6.1.7 by no later than three Business Days after receipt of your payment instruction and with effect from 1st January 2012 we will make such notification to you by no later than the end of the next Business Day following receipt of your withdrawal instruction.

6.2. Bond Products

- 6.2.1. Withdrawals and closures before the Maturity Date are only allowed in the case of an emergency and if permitted by us and are only permitted upon receipt of a written, signed request and will be subject to the following Charge based on the period remaining on the Bond Product until the Maturity Date calculated on the amount withdrawn:

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

- 6.2.2. Withdrawals under Clause 6.2.1 or at Maturity of the Bond Product will only be permitted to your Nominated Bank Account or by cheque to the Bond Product

Holder and only then if we are satisfied that our security conditions in Clause 9 have been fully satisfied. No payments to third parties will be permitted.

- 6.2.3. Any Charge for withdrawal or closure before the Maturity Date will be offset against any accrued interest not yet paid. If there is insufficient accrued interest, any outstanding Charge will be deducted from your Bond Product. HMRC 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.

6.3. Variable Products

- 6.3.1. Withdrawals will be provided from your Variable Product on teleauthorisation by calling our customer service team on **0845 455 22 22** and satisfying our security checks, or upon receipt of a signed, written request to our Freepost address as set out in Clause 23.2. We will issue a cheque payable to the Variable Product Holder, or pay electronically to the Nominated Bank Account.
- 6.3.2. To conform with the Payment Services Regulations 2009 we will ensure that with effect from 1st January 2012 withdrawals from your Account will arrive in your Nominated Bank Account on the next Business Day. Prior to 1st January 2012 we will ensure that the payment reaches your Nominated Bank Account no later than the third Business Day from receipt of your payment instruction. If however you give us a payment instruction by telephone after 2pm or by letter, it may take one additional Business Day from receipt of the instruction for the payment to reach your Nominated Bank Account.
- 6.3.3. If you select the Easy Access Personal Savings Account no notice is required to make a withdrawal.
- 6.3.4. 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 your 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 7 days is given, the charge will be reduced to reflect the actual number of day's notice given. If there is insufficient accrued interest, any outstanding charge will be deducted from your capital.

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7. Bond Product Maturities

- 7.1. If the Bank does not receive instructions from you by the Business Day prior to the final day of the Term, the Bond Product 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.
- 7.2. We are not obliged to give notice to you of the Maturity of your Bond Product since this date is apparent from the confirmation which you receive from us on the opening of your Bond Product. However, we aim to give you written notification of the Maturity of your Bond Product and the options available to you at that time.

8. Time scales for clearance of payments

- 8.1. As we are not a clearing bank, where a cheque is paid into your Account you must normally allow at least six clear Business 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.
- 8.2. Electronic 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.
- 8.3. 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.

9. Teleauthorisation facility and security requirements

- 9.1. Telephone withdrawals will only be permitted to your Nominated Bank Account or by cheque to the Account Holder and only then if we are satisfied that our security conditions have been fully satisfied.
- 9.2. The security conditions required for telephone operation of your Account are that, at our request, you must identify the appropriate characters we may ask you from your nominated password. In addition, we will ask you a number of other questions to enable us to determine the authenticity of the caller. Failure to comply with our request satisfactorily will result in access to your funds via the teleauthorisation facility being denied until such time as we receive a completed security form.

- 9.3. If you wish to amend your Nominated Bank Account 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 three months for this new Nominated Bank Account or with a cheque drawn on this account. This account must be in the name of the Applicant. At the discretion of the Bank, additional identification may be requested prior to such amendment.
- 9.4. 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.
- 9.5. Telephone calls made between you and us may be recorded or monitored for training and security purposes and to ensure we carry out your instructions correctly.
- 9.6. It is most important that you keep your nominated password and all other personal and security details relating to your Account safe and that you do not divulge them to anyone else. 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 customer service team on **0845 455 22 22**. The Bank will immediately suspend this service on your Account for your protection until the new nominated password and security details have been provided by you in writing to the Bank at the address given in Clause 23.2.
- 9.7. When we call you, we will never ask for details of your password to identify you as a customer. We will ask you questions based on information known to us about you and the transactions on your Account.
- 9.8. When you contact us by telephone, you should not use a cordless or mobile telephone operating on an analogue network. We recommend that you use either a landline telephone or a digital mobile telephone. We are not responsible for the security of your Account if anyone intercepts or overhears you speaking to us on the telephone.

10. Money Laundering Prevention

- 10.1. In order to protect the Bank and its customers, the Bank complies fully with all legal and regulatory requirements.
- 10.2. When we receive your Application Form we will automatically carry out an electronic identity check. In the event that this check is insufficient, we will contact you by letter and specify the documentation which we require.
- 10.3. 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 certified copies of your passport and 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 solicitor or bank/building society employee, independent financial advisor or an individual from an organisation regulated by the FSA. The certifier must write or use a stamp saying 'I certify that this is a true copy of the original document,' date the document, state their full name and signature, state their profession and state the full business address. Under no circumstances should original passports or driving licences be sent to us. We cannot be held responsible for loss or costs incurred in respect of replacing such documents or any losses occurring as a result of the loss of such documents.

- 10.4. If you change your address you must notify us in writing as specified in Clause 23.5.
- 10.5. In the event that the electronic identity check fails to adequately identify the Applicant and the subsequent 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 3. If your application is processed but you have not provided the required documentation, then withdrawals will not be permitted from the Account until you have provided the required documents.

11. Statements and Confirmations

11.1. General Provisions

- 11.1.1. A confirmation will be sent to you within three Business Days of all lodgements into your Account and all withdrawals from your Account.
- 11.1.2. You must check your statement and confirmations as soon as possible after receipt. If you believe there is an entry or detail which seems to be incorrect on your Account you must contact the customer service team on **0845 455 22 22** as soon as possible, but in any event within 13 months after the unauthorised payment or incorrect entry.
- 11.1.3. For joint Accounts, the Bank will issue a statement to the Account Holder in the event that both Applicants reside at the same address. In the event the Applicants reside at a different address, the bank will issue statements to each Applicant.

11.2. Bond Products

- 11.2.1. For 1 to 5 year Bond Products, the Bank will issue a statement to the Bond Product Holder annually, on the anniversary date of your Bond Product being opened.
- 11.2.2. For Short Term Bond Products, the Bank will issue to the Bond Product holder a statement on Maturity.

11.3. Variable Products

- 11.3.1. Annually in April, the Bank will issue a statement to the Variable Product Holder reflecting all transactions since the last statement or the opening of the Variable Product.

12. Interest certificates

- 12.1. Certificates of interest for tax purposes are available on request. We have been advised by HMRC that the annual statement sent as set out in Clause 11 is sufficient for you to provide HMRC with tax information.

13. Taxation and Qualifying Time Deposits

- 13.1. We will pay you interest after deduction of tax at the basic rate of Income Tax. If you are a higher rate tax payer you may have to pay higher rate Income Tax on your interest which is your responsibility.
- 13.2. You will receive interest gross (without deduction of tax) if you are eligible and provide us with a fully completed, signed and dated Form R85.
- 13.3. In the case of joint Accounts, interest will be paid gross upon the receipt by the Bank of a fully completed, signed and dated Form R85 by each of the Applicants.
- 13.4. Where only one Applicant to a joint Account is eligible to receive interest gross (without deduction of basic rate tax), on receipt by the Bank of a fully completed, signed and dated Form R85 by the eligible Applicant, interest will then be paid half gross and half net (of basic rate tax).
- 13.5. A valid Form R85 is required for each Applicant for each Account in order to receive interest gross. A new Form R85 is required for all new Accounts and if your Bond Product is reinvested into a new Account on Maturity for that Account.

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13.6. Under HMRC regulations we are required to classify any Bond Product where the Term is for one year or less and the balance is £50,000 or more as a Qualifying Time Deposit for tax purposes. This means in such cases interest will be paid gross (without deduction of tax). You will be responsible for reporting all such interest and the payment of any tax due, if applicable, to HMRC. If we permit you to make a partial withdrawal from a QTD, any interest applied to your Account will be subject to the basic rate of Income Tax for the full term of your Bond Account. More information about QTD Accounts is available on our website or by calling our customer service team on **0845 455 22 22**.

14. Joint Accounts

- 14.1. Joint Accounts are opened based on the requirement by the Bank that only one Applicant's instruction is required to operate the Account. The Applicant could withdraw all the funds in the Account without the knowledge of the other Applicant.
- 14.2. 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 deceased Applicant.
- 14.3. In the event of the Bank becoming aware of a dispute, separation or divorce and in the absence of an 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.
- 14.4. In the absence of a mutual written agreement or an order of a court, we will be obliged to freeze your Account and no further transactions will be permitted. 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.
- 14.5. Closure of a joint Account can be made either by telephone authorisation or a signed written request by one Applicant subject to the conditions of that particular Account.

15. Death

- 15.1. On the death of a sole Account Holder, and subject to Clause 15.3 below, 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.

- 15.2. 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/her 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.
- 15.3. Confirmation of the death of a customer and of any third parties acting on behalf of the deceased (e.g. Executor or Personal Representative) will need to be notified to the Bank with full supporting documents before such payment will be permitted.

16. Important Information about Compensation Arrangements

- 16.1. We are part of Anglo Irish Bank Corporation Limited which is based in Ireland. Most depositors are covered by The Irish Deposit Protection Scheme which is also based in Ireland. This means that if our bank is unable to meet its financial obligations, our eligible UK depositors would be entitled to claim up to €100,000 of a depositor's total deposits with Anglo Irish Bank Corporation Limited from the Irish Deposit Protection Scheme. This equates to approximately £85,000.00 as at 6 December 2010 exchange rates. For further information about the Irish Deposit Protection Scheme (including the amounts covered and eligibility to claim) please contact us or refer to the consumer section of www.financialregulator.ie

17. Data Protection Act 1998

- 17.1. 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.
- 17.2. If you wish to request access to this information, please write to: The Data Protection Officer, Anglo Irish Bank Corporation Limited, FREEPOST LON21430, London, EC2B 2QB.
- 17.3. Telephone calls to the Bank may be recorded and monitored for your security and for the purpose of staff training and to ensure that we carry out your instructions correctly.
- 17.4. We may make and retain copies of passports, driving licences or other identification evidence that you provide.

- 17.5. Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

18. What to do if you have a complaint

- 18.1. 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 customer service team on **0845 455 22 22** and discuss your views and concerns.
- 18.2. 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 included in your welcome pack.
- 18.3. If we cannot resolve your complaint to your satisfaction you have the right (within 6 months from the date of our final response) to refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Website: www.financial-ombudsman.org.uk or call them on **0845 080 1800**.

19. Recognition of Other Interests and Claims

- 19.1. 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.

20. Cooling off

20.1. Bond Products

- 20.1.1. No cooling off period is available for Bond Product Holders.

20.2. Variable Products

- 20.2.1. If, within 14 days of your opening investment you decide that the type of Variable Product you have opened is not appropriate for you, the Bank will, on being advised by you, return your Deposit together with any interest it has earned to you without penalty provided that any cheque or funds you have paid to the Bank has met our clearance period as referred to in Clause 8. We will ignore any notice period or additional charges that applies to your Account.

21. Liability

- 21.1. We shall use our reasonable endeavours to ensure that the teleauthorisation service is available during normal business hours on a Business Day but we shall not be held liable for any loss or damage caused by the failure of any systems beyond our control including but not limited to:
- (i) any error or inaccuracy in the instruction you give us; or
 - (ii) your instructions being incomplete; or
 - (iii) your having allowed someone else to use or obtain (with or without your permission) your security details; or
 - (iv) industrial action; or
 - (v) fire, flood, explosion or Government act; or
 - (vi) the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link or telephone link; or
 - (vii) delays in postal deliveries or cheque clearance (since we are not a clearing bank).

22. Liability for unauthorised transactions

- 22.1. Subject to Clause 21, 22.2 and 22.3, we will be responsible for any unauthorised transactions that you tell us about in accordance with Clause 11.1.2 (if we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if/when we have concluded that there has been no fraud and you have not been grossly negligent). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you.
- 22.2. You will be responsible for all losses arising from unauthorised transactions on your Account as a result of:
- (i) you acting fraudulently; or
 - (ii) you intentionally or with gross negligence failing to use the telephone banking in accordance with the Terms and Conditions (including keeping your security and password details safe); or
 - (iii) you intentionally or with gross negligence failing to notify us in accordance with Clause 9.6 of the loss or theft of your security or password details.
- 22.3. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction after you have notified us of the loss or theft of your password or security details. Prior to such notification you will, subject to Clause 21 and 22.2, be responsible for any losses in respect to unauthorised transactions resulting from such loss or theft up to a maximum of £50.

23 Communication between you and us

- 23.1. You may contact the Bank by telephone by calling our customer service team on **0845 455 22 22** or if calling from overseas **+ 44 (0) 20 7601 6400**.
- 23.2. If you wish to instruct us in writing please write to: **Anglo Irish Bank Corporation Limited, FREEPOST LON21430, London, EC2B 2QB**. This is a free service and no postage is required on your envelope.
- 23.3. If we need to send you a formal notice (other than those concerned with the day to day operation of your Accounts 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.
- 23.4. We shall contact you at the last address or telephone number you have given us.
- 23.5. You must write to us to tell us if you change your name, your address or if there are any other changes relevant to your Accounts. A change of name must be supported with the relevant original or certified documentation such as a marriage certificate, decree absolute or deed poll certification. A change of address must be supported by an original or certified copy of a bank statement/utility bill (not a mobile phone bill) showing your new address. All certified documents must be in accordance with the requirements set out in Clause 10.3. 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.

24. General Matters

- 24.1. 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.
- 24.2. Each of these clauses is separate from all other clauses, so that if one clause is found to be void or otherwise unenforceable it will not affect the validity of any of the others.
- 24.3. 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.
- 24.4. These Terms and Conditions are in English, which is the language we will use in our communications with you.

25. Alteration of General Terms and Conditions

- 25.1. We may make changes to the general Terms and Conditions, including changes to the basis on which we charge for operating/providing product(s)/services(s), by giving you at least two months advance personal notice of the changes.
- 25.2. If there have been any significant changes, the Bank will also send a copy of the new Terms and Conditions to you.
- 25.3. In addition to the written notification of changes you can at any time download a copy of the Terms and Conditions of your Account from our website or if you prefer on request we will send a copy of the Terms and Conditions to you in the post.

26. Interest Rate changes on Variable Products

- 26.1. We may make changes to your interest rates in accordance with Clause 27 in the following ways:
- (i) If the interest rate is increased, we will update the information on our website within three Business Days and will advise you of this change as soon as reasonably practical.
 - (ii) If the interest rate is decreased (other than in circumstances referred to in Clause 26.1.(iii)), by giving you at least two months advance personal notice.
 - (iii) If we are obliged to change our rates for legal or regulatory reasons we will update the information on our website within three Business Days and will advise you of this change as soon as reasonably practical.
- 26.2. Whenever we change the interest rates on your Variable Product, 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.

27. Reasons for making changes to Terms and Conditions and interest rate

- 27.1. We may make changes to the interest rates and Terms and Conditions under Clauses 25 and 26 for all or any reasons set out in this Clause 27:
- (i) if the change is favourable to you.
 - (ii) following, or in anticipation of, a change in relevant law, regulation or good banking practice.
 - (iii) to reflect the recommendation, requirements or decision of any court, ombudsman, regulator or similar body.
 - (iv) to reflect the costs or consequences of any event beyond our control that may impact our provision of banking services to you.
 - (v) to make the Terms and Conditions clearer.
 - (vi) to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any entity that takes over the responsibility for setting such rates.
 - (vii) to reflect changes or anticipated changes in costs associated with providing banking services.
 - (viii) to reflect changes or anticipated changes in money market interest rates.
 - (ix) to improve the service we provide.
 - (x) to reflect any change in our systems or procedures, including any change from the reorganisation of our business as a result of it been acquired by, or the bank acquiring, another bank or organisation.
- 27.2. Interest adjustments will always be a fair proportion of the cost of compliance on our banking business as reasonably estimated by us.

28. Impact of an alteration to Terms and Conditions and interest rates

- 28.1. You are entitled to close your Account without incurring any charge if you advise us during the two month period referred to in Clause 25 and 26 that you do not accept the reduction in interest rate payable on your Account or the change to Terms and Conditions. If you do not so notify us, you will be deemed to have accepted the changes.
- 28.2. In the case of Bond Products, if the alteration is due to a change in the prevailing legal tax or regulatory provisions by which we are bound or if the alteration is in your favour the Charge will apply for any withdrawal from your Bond Product.

29. Closure of the Account

- 29.1. The Bank may terminate its Agreement with you immediately if it has reasonable grounds for believing that such action is necessary to protect your interests or those of the Bank. Unless it is prohibited from so doing by law or regulation it will give you notice of such a termination not less than two months prior to termination.
- 29.2. The Bank may, at its sole discretion, determine that a Variable Product is no longer available for the addition of lodgements by the Account Holder. The Bank will give the Account Holder at least two months prior notice in writing of such an event, and in such circumstances we will advise the Account Holder of other suitable Anglo Irish Bank products and where these are available.

30. Registered Office and Regulatory Status

- 30.1. The Bank is incorporated in Ireland and our Head Office is situated at Stephen Court, 18/21 St. Stephens Green Dublin 2. The registered office of the Bank in the United Kingdom is Anglo Irish Bank Corporation Limited, 10 Old Jewry, London, EC2R 8DN. We are authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by The Financial Services Authority are available from us on request.

31. Date of Issue and Effective Date

- 31.1. These Terms and Conditions are effective and issued on 8 December 2010.

For more information, please call our UK customer service team on **0845 455 22 22** if from the UK or **+44 (0) 207 601 6400** if you are calling from overseas. Telephone lines open from 8am-8pm Monday to Friday, excluding bank holidays in England and Wales.

Visual and Hearing Impaired Customers

We offer a range of services that may assist you with your banking Requirements – such as literature available in large print and on audio CD. For more information just visit www.angloirishbank.co.uk or call us on the number above.

Calls may be recorded and monitored for security and training purposes. BT landline calls to 0845 numbers will cost no more than 5 pence per minute. Charges from other service providers may vary and calls from mobiles usually cost more.

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