



**For the life
you're after**

A Guide to Currency Fixed Term Deposit Accounts

- **General Information**
- **Schedule of Fees & Charges**
- **Terms and Conditions**
- **Customer Application Form**

**This document contains important information.
Please read carefully and retain for future reference.**

Effective 9th January 2025

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What is a Currency Fixed Term Deposit Account?

A Currency Fixed Term Deposit Account is an account that is denominated in a particular currency, and where a fixed interest rate is payable on the balance in the account for the term of the deposit.

Who can open a Currency Fixed Term Deposit Account?

A Currency Fixed Term Deposit Account can be opened by both business and personal customers subject to our Terms and Conditions.

A Currency Fixed Term Deposit Account may be opened by a business or individual who wishes to invest a fixed amount for a specific period, and who do not require access to the funds during the term of the deposit.

What are the benefits of opening a Currency Fixed Term Deposit Account?

Funds in a particular currency can be invested at a rate of interest that is fixed for the term of the deposit.

Credit interest payable on Currency Fixed Term Deposit Accounts is currency specific and will be paid at a rate that is determined by us. These rates may be higher or lower than the interest rate received on a corresponding deposit in euro. Details of the applicable interest rate is advised at Account opening and are available on www.aib.ie and/or your Currency Fixed Term Deposit Account statement, by contacting Allied Irish Banks, p.l.c., Customer Service Unit telephone (01-6115210) or by contacting your Relationship Manager.

If you are registered for AIB phone and internet banking you can view your currency account online.

What investment terms are available on a Currency Fixed Term Deposit Account?

- 1 week
- 1 month
- 3 months
- 6 months
- 364 days

In which currencies can I open a Currency Fixed Term Deposit Account?

USD United States Dollar	CAD Canadian Dollar
GBP Pound Sterling	AUD Australian Dollar

Other currencies may be available upon request, please contact our Customer Services Unit on (01) 6115210 (+353 1 6115210 from abroad).

What other Types of Currency Accounts are available?

There are three types of accounts available to you:

- Currency Current Account (Business Customers only)
- Currency Call Deposit Account
- Sterling Current Account

Details of these accounts are available in "A Guide to Currency Accounts", and "A Guide to Sterling Current Accounts" respectively both of which are available to download from www.aib.ie or in booklet format by contacting our Customer Service Unit on (01) 6115210 (+353 1 6115210 from abroad).

How do I open a Currency Fixed Term Deposit Account?

To open a Currency Fixed Term Deposit Account, please contact your AIB branch or Relationship Manager to discuss your requirements. Please complete the "Customer Application to open a Personal or Business Currency Fixed Term Deposit Account" at the back of this booklet, and return completed application form to your AIB branch or Relationship Manager.

Your Relationship manager or branch will let you know if additional documentation is required before we can open your account.

What fees and charges are applicable on my Currency Fixed Term Deposit Account?

Outgoing cheque collections (For collectible items sent on collection, Agent Bank charge may also apply)	€15.20 each
Unpaid Cheques (Agent bank charge may also apply)	€6.35 per page
Audit reports	€12.70
Drafts	€4.40 each
Duplicate statements	€6.35

For all other charges, please refer to our "Schedule of International Transaction Charges" issued from time to time, which are available to download from www.aib.ie or from any AIB branch.

Who do I contact should I have a query relating to my Currency Fixed Term Deposit Account?

If you have any queries relating to a Currency Fixed Term Deposit Account, you can contact your AIB branch or Relationship Manager or contact our dedicated Customer Service Unit on (01) 6115210 (+353 1 6115210 from abroad).

Who do I contact should I have a complaint about my Currency Fixed Term Deposit Account?

In the event that you wish to make a complaint with regard to your Currency Fixed Term Deposit Account, you may do so by contacting your AIB branch or your Relationship Manager. We will handle your complaint in accordance with our complaints policy which is available from any AIB branch on request. If you are still not satisfied with the outcome of your discussions with us, you may be entitled to take your complaint to the Financial Services Ombudsman in Ireland at www.financialombudsman.ie or 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. If you do not come within the jurisdiction of the Financial Services Ombudsman, for example, if you are a limited company with a turnover of more than €3 million, you may take your complaint to the Central Bank of Ireland, PO Box No 559, Dame Street, Dublin 2. Further details of our complaints procedures are set out in our complaints brochures, which are available in any of our branches. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

Currency Fixed Term Deposit Account Terms and Conditions

Definitions

In these Conditions:

Account means any Currency Fixed Term Deposit Account.

Agreement means these Conditions, all mandates and other signing instructions that you give us in respect of your Account from time to time, all application forms and instruction forms completed by you in connection with your Account and all other documents that are incorporated into these Conditions or otherwise become part of our Agreement with you.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in the Republic of Ireland.

Collectible Items means cheques, drafts and other negotiable or non-negotiable paper items which we have to process through a clearing system or directly present to the drawee bank in order to receive payment.

Conditions means these terms and conditions as amended, extended or replaced from time to time.

Consumer means any individual that has an Account for personal use, not connected with their trade, profession or business.

Consumer Protection Code means the Consumer Protection Code Issued by and in the name of the Central Bank of Ireland from time to time.

Currency Fixed Term Deposit Account means a deposit account opened by you with us in any agreed currency for the Term and which is opened under the National Sort Code NSC 93-00-67.

Re-investment means the lodgement of monies standing to the credit of the Account on Maturity for a new Term at a rate of interest and for a Term agreed with you.

Customer Service Unit means Allied Irish Banks, p.l.c., Customer Treasury Services, Customer Service Unit, telephone (01) 6115210 (+353 1 6115210 from abroad).

Currency Account Services means Allied Irish Banks, p.l.c., Currency Account Services, Unit 33 Blackthorn Road, Sandyford Business Park, Dublin 18, D18 E9T3, telephone (01) 6115210 (+353 1 6115210 from abroad).

Joint Account means an Account opened in more than one name and includes an Account in the name of a partnership.

Joint Account Holders means the persons in whose names a Joint Account has been opened.

Maturity means the expiry date of the Term and **Maturity Date** will be construed accordingly.

Minimum Balance means the minimum amount prescribed by us from time to time which must be lodged in the Account on the opening of the Account or on Re-investment and must be maintained in the Account for the Term.

Term means the fixed duration of the Account as agreed with you from time to time.

Any reference in these Conditions to **“you”** and **“your”** means you, the individual or entity that holds the Account with us, and includes your personal representatives, successors, transferees or assigns, as appropriate, and where appropriate includes any Joint Account Holder in respect of the Account (see Condition 8).

Any reference in these Conditions to **“we”**, **“us”**, **“our”** and **“the Bank”** means Allied Irish Banks, p.l.c. and includes our successors, transferees and assigns. Our principal business is the provision of Financial Services. Our head office and registered office is at 10 Molesworth Street, Dublin 2. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dame St.,

Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

Terms and Conditions

1. Interpretation

- 1.1 Unless otherwise specified by us, these Conditions apply to all Currency Fixed Term Deposit Accounts offered by us and shall continue to apply to your Account during the Term.
- 1.2 In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.
- 1.3 In these Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.
- 1.4 Additional terms and conditions will apply to any other service or facility provided by us in connection with your Account. We will notify you of such additional terms and conditions where we consent to providing you with such services or facilities. To the extent that there is any conflict between these Conditions and those additional terms and conditions, those additional terms and conditions will prevail.
- 1.5 We may from time to time offer you special benefits or features with your Account. These special benefits or features will be subject to additional terms and conditions. To the extent that there is any conflict between these Conditions and those terms and conditions, the latter will prevail.
- 1.6 Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you would like any further information please ask your branch or Relationship Manager.
- 1.7 Where you are a Consumer, nothing in this Agreement shall affect your statutory rights under applicable consumer rights law, consumer credit law or any regulations made thereunder. In particular, nothing in this Agreement is intended to exclude or restrict any legal obligations we have to you under Part 4 of the Consumer Rights Act 2022. In the event of any conflict between this Agreement and such rights, your statutory rights shall prevail.
- 1.8 Copies of these Conditions and all other documents that constitute the Agreement may be obtained from our Customer Service Unit. These Conditions and certain other documents that constitute the Agreement are also online at www.aib.ie.
- 1.9 In these Conditions headings are for convenience only and are not to be taken into account when interpreting these Conditions.

2. Opening the Account

- 2.1 Before you can use your Account, you must satisfy the ‘establishing identity’ requirements under applicable anti-money laundering and antiterrorism laws. We will advise you of what is required at the time you seek to open your Account.
- 2.2 We reserve the right not to open an Account.

3. Operating the Account

- 3.1 You must make a deposit of at least the amount of the Minimum Balance when you open the Account and during the Term you must maintain a balance in the Account of not less than the Minimum Balance.
- 3.2 You choose the length of the Term from the options that we may make available to you on the opening of the Account, subject to the provisions of Condition 5 (Maturity and Re-Investment).
- 3.3 The Account is to be maintained for the full Term subject to Condition 6 (Withdrawals).
- 3.4 Statements on your Account will be issued annually.
- 3.5 (a) A Confirmation of Account (“a Confirmation”) will be issued when any of the following occur:
 - (i) A lodgement is made to your Account on initial investment;
 - (ii) On Re-Investment to a new Term in accordance with these Conditions.

(b) A Confirmation will include the following information:

- (i) The investment amount;
- (ii) The investment date and Maturity Date;
- (iii) The interest rate applicable to the Term;
- (iv) The projected maturity amount;
- (v) Gross projected interest;
- (vi) Net projected interest.

(c) Confirmations will be issued by post.

3.6 You may contact our Customer Service Unit to request information relating to your Account during the Term.

4. Lodgements

4.1 On opening the Account we will accept for credit of your Account, Collectible Items, electronic payments and other items payable to you. We may decide at our discretion to send items for collection on your behalf. Instead of accepting a Collectible Item for immediate lodgement to your Account we may agree to collect payment of it by hand or by post in which case the amount of such item will not be lodged to your Account unless and until we have received payment for it.

4.2 We do not accept cash lodgements (in any currency) for the credit of your account.

4.3 We may accept Collectible Items payable to third parties as lodgements to your Account at our absolute discretion. You will compensate us for any loss we may suffer in doing so.

4.4 We may reverse any credit made to your Account if the item so credited is not paid or is recalled by the paying bank (including when we are the paying bank) or is returned by us due to mistake, fraud or the operation of any applicable clearing rules.

4.5 You will compensate us for any loss, damage, cost or expense including any redemption cost (which consists of an administration cost and a funding cost) which we may incur in connection with the collection of Collectible Items and other items to your Account.

4.6 Lodgements of additional funds are only accepted on the Maturity Date of your Account.

4.7 We reserve the right to refuse to accept a lodgement to your Account.

5. Maturity and Re-Investment

5.1 An Account matures on the Maturity Date.

5.2 You may withdraw all or part of the monies standing to the credit of the Account on Maturity, subject to Condition 6. (Withdrawals) and Condition 3.1 (Minimum Balance).

5.3 Two Business Days prior to Maturity you should contact us with your investment instructions for the whole or part of the balance in the Account (subject to Condition 5.4 below).

If no instructions are received from you 2 Business Days prior to Maturity, the principal sum together with interest earned on the Account (less Deposit Interest Retention Tax (DIRT) where applicable) will be automatically re-invested for a similar period at the prevailing rate, and a new Maturity Date and interest rate will be advised to you. Details of the prevailing interest rate will be confirmed in the Confirmation sent to you after the re-investment. The prevailing interest rate is also available at all times from our Customer Service Unit or by contacting your Relationship Manager and are provided as guidance only.

We will contact you 10 Business Days before the Maturity of an Account which has a Term of 30 days or greater to advise you of its impending Maturity.

5.4 Each Re-investment of monies constitutes a new contract in respect of the amount re-invested for the Term of such Re-investment at the rate of interest fixed by us for the new Term and subject to these Conditions.

5.5 If and so long as a formal lien or set-off has been agreed on the Account for some or all of the balance thereon, the only instruction for re-investment that we will accept is for the re-investment of the full balance.

6. Withdrawals

6.1 Withdrawals during the Term of the Account are not permitted. Any withdrawal during the Term of the Account at your request before the Maturity Date is a breach of these Conditions, and will only be permitted at our absolute discretion and will involve:

- (a) an administration cost (the amount of which may change from time to time), and
- (b) a funding cost (which represents our costs in replacing your deposit with a corresponding fixed deposit for the period from the date of your withdrawal to the original Maturity Date of the fixed Deposit); which sums will be deducted from the balance on your Account.

6.2 Subject as provided for in these Conditions, all withdrawals from your Account will be in accordance with the signing instructions that you give us.

6.3 If you lodge Collectible Items to your Account, you may only withdraw against the value of such lodgement after such items have been fully and finally paid by the drawee bank.

6.4 The Account is not a payment account as defined within the European Communities (Payment Services) Regulations 2009 S.I. No. 383 of 2009. In the event that we allow a payment to be made from the Account to a third party, information on applicable payment transactions are contained in our 'Guide to Currency Accounts' and 'Schedule of International Transaction Charges' available to download from www.aib.ie or in booklet format by contacting our Customer Service Unit.

6.5 We do not allow cash withdrawals (in any currency) from your Account.

7. Interest

7.1 The interest rate applied to the Account is our applicable fixed term deposit rate for deposits on the date of the first day of the Term. Different rates may apply to different currencies. The rate will be fixed for the Term. Details of applicable interest rates will be provided to you in the Confirmation issued to you in accordance with Section 3 'Operating the Account' and are available from our Customer Service Unit or by contacting your Relationship Manager.

7.2 Interest is paid or credited to the Account on the Maturity Date or earlier in the event of full withdrawal.

7.3 We calculate interest on the daily balance on your Account after adjustment is made for Collectible Items lodged to the Account. The adjustment will reflect the actual time at which value will have been received for Collectible Items.

7.4 Subject to certain exceptions, payment or crediting of interest is subject to deduction of Deposit Interest Retention Tax (DIRT) at the prevailing rate. Companies (which are subject to payment of corporation tax), Pension Schemes and Charities may receive interest without deduction of DIRT, by providing Currency Account Services with the tax reference number assigned to them by the Revenue Commissioners. The Bank will deduct DIRT from the accounts of non-residents unless a fully completed non-resident declaration form is held by Currency Account Services.

Where the customer or the customer's spouse is aged 65 or over in the current tax year, or is permanently incapacitated and is exempt from income tax, the Customer may apply to have the interest on the Account paid without deduction of DIRT and notified to Currency Account Services accordingly.

Interest payments may be reported to the Revenue Commissioners pursuant to the provisions of Section 891B, Taxes Consolidation Act 1997, and in accordance with Regulations introduced by S.I. No. 136 of 2008.

Where interest is paid to an individual resident in an EU Member state (other than Ireland) or certain dependant territories, that interest will be reported to the Revenue Commissioners in accordance with the European Union Council Directive 2003/48/EC (EU Savings Directive).

7.5 We will make all disclosures and provide all information required to the Irish Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulation.

8. Joint Accounts

Where the Account is a Joint Account then:

- (a) Instructions on a Joint Account will only be made in accordance with the mandate governing the operation of the Joint Account. (the "Mandate").

Warning: If you give us instructions on a Joint Account in accordance with the Mandate, on the signature of some but not all of the Joint Account Holders, money in the Joint Account may be withdrawn without the knowledge of all Joint Account Holders.

- (b) The Joint Account Holders will be jointly and severally liable to us in respect of any debit balance arising on the Account and in respect of the responsibility to compensate us contained in Condition 4.5.
- (c) On the death of any Joint Account Holder any money for the time being standing to credit of the Joint Account will, subject to compliance with any statutory requirements, be paid to or to the order of the survivors or the sole survivor of any Joint Account Holder, without prejudice to our right of set-off or any other of our rights acquired by operation of law.
- (d) Correspondence and notices in relation to a Joint Account will be sent or served by us to the address provided by the Joint Account Holders. Any such correspondence and / or notices so sent or served will be deemed to have been received by or served upon all of the Joint Account Holders.
- (e) Joint Account Holders may authorise any third party to operate the Joint Account in accordance with our procedures.
- (f) If we become aware of a dispute between the Joint Account Holders we may cease to permit operation of the Joint Account until we receive new written signing instructions from the Joint Account Holders. However, we are not obliged to do this and may, notwithstanding any dispute, continue to rely on the existing signing instructions unless and until we decide to cease to permit operation of the Joint Account pending receipt of new instructions from the Joint Account Holders.

9. Variation of the Conditions

9.1 These Conditions shall continue to apply to your Account unless and until altered by us in accordance with this Condition.

9.2 We can make changes to the terms of this Agreement where we have a valid reason. These include changes to our fees and charges, and other terms of the Agreement.

9.3 For the avoidance of doubt, we will not:

- (a) change the rate of interest applicable to an Account during the Term or,
- (b) change the length of any Term except where we are permitted under this Agreement to close your Account.

9.4 The 'Maturity and Reinvestment' section sets out what will happen on the maturity of the Account.

9.5 When we refer to making changes to charges, this means that we can introduce a new charge, remove a charge, or change the amount of a charge.

9.6 The table below explains the valid reasons that may cause us to make a change and what we can change in the Agreement as a result.

Reason for the change	We can change:	
	Fees and charges	Other terms
Changes to our cost of funds, and changes in our operational costs including staff, administration and infrastructure costs	✓	✓
Changes in the costs charged to us by other providers for providing services relating to the Account including a change we reasonably expect will happen	✓	✓

A change in the amount or type of "capital" we have to hold, including a change we reasonably expect will happen. "Capital" refers to the amount we have to hold in reserve, to comply with legal and regulatory requirements	✓	✓
Changes in our technology, systems and/or processes, or the costs we incur in maintaining or updating these including a change we reasonably expect will happen	✓	✓
We reasonably believe we should change the way we charge for our products and services, for example to make them more straightforward, or to reflect how our customers use products and services	✓	✓
A change in an existing service	✓	✓
Introducing a new service, or a new way for you to bank with us (including where we will charge for this)	✓	✓
We are withdrawing a product or service, or changing its features	✓	✓
Changes in laws, regulations, any codes or other duties that are binding on us including a change we reasonably expect will happen	✓	✓
Changes in industry guidance or good practice, which we are used to following including a change we reasonably expect will happen	✓	✓
Instructions from a court, ombudsman, regulator, government agency or law enforcement agency	✓	✓
Changes in our organisation, our business model, or how we do business	✓	✓
Changes in the market (e.g. as a result of new entrants, actions by our competitors or changing customer preferences) and the general economic climate, which means we need to make changes to make sure our business is run effectively, efficiently and prudently	✓	✓
A change which we reasonably believe is for your benefit	✓	✓
To make the Agreement fairer, or correct any errors or clarify anything we have said	✓	✓

When can we make changes to this Agreement?

9.7 Unless there are circumstances where we may give you shorter notice (please see under the 'Are there any exceptions?' heading below for examples), or law or regulation requires us to give you more notice, we will usually tell you about a change to this Agreement at least 30 days in advance of the change.

9.8 If you don't want to accept the change, you can close your Account before the change comes into effect. If you do so, you will not be charged any extra fees, charges or interest. However, you will need to repay all sums outstanding in connection with the Account. This includes the amount of any fees, charges or government duty that you already owe and any accrued interest, which has not yet been added to the Account. Please see the 'Closing or suspending your Account' section for more information on how to close your Account.

9.9 If you do not close your Account before the date on which the change comes into effect, the change will apply to your Account.

9.10 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).

Are there any exceptions?

9.11 There are certain circumstances where we may give you shorter notice than outlined above under the 'When can we make changes to this Agreement' heading, or where we will not tell you about changes or tell you about changes after we make them. We will only do this if we have a valid reason. Examples of valid reasons are:

- (a) the change is in your favour (for example, we reduce fees and charges on your Account or increase the credit interest rate payable to you);

- (b) the change is required under law or regulation by a particular date, and there isn't time to give you notice;
- (c) the change is to introduce a new product or service that you can use in relation to your Account;
- (d) 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).

10. Closing or suspending your Account

This section sets out how you or we can close or suspend your Account.

10.1 Except as set out in Condition 9.8, you may not close your Account before Maturity.

10.2 We can close your Account at Maturity. We will give you at least 30 days' notice of this and you will need to give us your instructions with regards the balance in the Account.

10.3 We may close your Account automatically if your Account balance falls below the Minimum Balance or there is a conflict in your Maturity instructions. If we decide to do this, we will contact you in advance.

10.4 We can close or suspend your Account immediately during its Term, if:

- (a) you materially breach this Agreement or any other agreement with us;
- (b) you use (or allow someone else to use) your Account improperly, illegally or for criminal activity or if we suspect this to be the case;
- (c) you commit or attempt to commit fraud against us or some other person or entity, or where we suspect you have done so;
- (d) we must do so to comply with any law, regulation or direction from a relevant authority or court;
- (e) you provide us with false or misleading information at any time;
- (f) in our reasonable opinion, you are not in a position to properly manage your financial affairs or are unlikely to be able to pay your debts; you face the threat of insolvency (for example in the case of a company, notice is received of a creditor's meeting or a resolution is passed for the winding up of the company) or an event of insolvency occurs (for example in the case of a company, liquidation or receivership, or in the case of a person, bankruptcy or personal insolvency);
- (g) any judgment is obtained or threatened against you;
- (h) you cease trading;
- (i) you act in an aggressive or inappropriate manner towards any of our staff;
- (j) this Agreement becomes unenforceable or any circumstances arise that are outside our control and, in our reasonable opinion, negatively affect our ability to continue with this Agreement;
- (k) the Account holder dies; or

10.5 We can also close your Account even if it is suspended at the time or we may suspend the Account immediately after telling you about its closure.

10.6 Closure of an Account is subject to Condition 6.1 and will be considered a withdrawal of the full deposit from the Account for the purposes of Condition 6.1.

10.7 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.

11. Our and your Responsibilities

Our responsibility to you

11.1 We take our responsibilities very seriously and are committed to satisfying our obligations to you. However, our responsibilities are not absolute, and we will not be in breach of this Agreement if we do not provide the services considered by this Agreement, or if there is an interruption to the provision of the services, as a result of the following:

- (a) you do not comply with this Agreement, any other agreement with us or any agreement with a third party which relates to your Account;
- (b) any act or omission of any third party (other than a third party appointed by us) including where the third party refuses to accept, or delays the acceptance of i) an instruction for payment to your Account or ii) 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);
- (c) where you have acted fraudulently or with gross negligence;
- (d) if any of the details you gave us were wrong or insufficient;
- (e) unforeseeable or unavoidable circumstances beyond our reasonable control, which meant despite our reasonable efforts, we couldn't follow this Agreement. Examples of such circumstances include: acts of God, fire, acts of government, war, civil commotion, insurrection, embargo, epidemic or pandemic, break-downs in infrastructure or equipment (such as technology, software, telecommunication or energy systems and equipment), failure of any payment, settlement, or clearance system, or other third party systems that we rely on to provide our banking services, labour disputes, or the acts or omissions of any other third party (other than a third party appointed by us);
- (f) us complying with any law, regulation, code or other duty which is binding on us, or us complying with the instructions of a court, ombudsman, regulator or law enforcement agency;
- (g) if we must close, or suspend your Account for any of the reasons set out in this Agreement (including those set out in the 'Closing or suspending your Account' section).

11.2 Nothing in this 'Our responsibility to you' section will stop us being responsible for your loss, if:

- (a) we act fraudulently, with 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.

If you are not a Consumer:

- (a) the only liability we will have to you will be as a direct result of our gross negligence, or wilful misconduct; and
- (b) you will have no claim against us and we will have no liability to you 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 in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party.

Your responsibility to us

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

11.5 If you do not comply with any of 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.

12. General

- 12.1** We may, in addition to any other similar right we may have, at any time without notice to you, set off any credit or debit balance in your Accounts against any debit or credit balance on any other account held by us in your name.
- 12.2** If we do not enforce any Condition of the Agreement, or we delay in enforcing it, we do not thereby waive that Condition and we may still enforce it at a later date.
- 12.3** 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 affected and it shall continue to bind both you and us.
- 12.4** The currency of the Account will be agreed at account opening.
- 12.5** We will comply with our obligations under the Data Protection Acts, 1988 and 2003 (as amended from time to time) as regards relevant data in our possession relating to you. Subject to you paying any applicable fee, you have the right under those Acts to obtain a copy of the personal data that we hold about you.
- 12.6** You agree that we may hold and process information about you for the purposes of operating your Account and can disclose such information to other AIB Group companies and any other third parties or agents involved directly or indirectly in the provision of such services.
- 12.7** You will be deemed to have received any demand or notice sent by us to you by post to the last address notified by you two Business Days after dispatch by post, or immediately upon hand delivery.
- 12.8** We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff and for the purposes of training our staff.
- 12.9** Notwithstanding any other provision in these Conditions, we may take whatever action we consider appropriate to meet our obligations, either in Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of your Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be responsible for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

13. Larger Version

You can obtain a copy of these Conditions in a larger print by contacting our Customer Service Unit or online at www.aib.ie

14. Language

These Conditions and all information and communication with you will be in English.

15. Complaints

In the event that you wish to make a complaint you may do so by writing directly to Currency Account Services. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaints procedures are set out in our brochures dealing with customer complaints.

16. Contact Details

If you wish to contact us you should contact our Customer Service Unit on 01 6115210 (+353 1 6115210 from abroad). Subject to applicable law we may contact you by post, fax, phone, online or in person.

17. Governing Law and Jurisdiction

- 17.1** 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.
- 17.2** If you are a Consumer, the jurisdiction of the Irish courts will be non-exclusive, and nothing in this 'Governing Law and Jurisdiction' section will affect your right to defend proceedings or take proceedings to enforce your consumer protection rights in Ireland or in the country in which you live.

To: Allied Irish Banks, p.l.c., (the 'Bank')

Customer Application to Open a Personal or Business Currency Fixed Term Deposit Account

(To open a Currency Fixed Term Deposit Account, please complete in BLOCK CAPITALS all applicable fields below)

I/We wish to open a Currency Fixed Term Deposit Account in accordance with the Terms and Conditions for Currency Fixed Term Deposit Account, a copy of which has been provided to me.

Customer Name(s)

(Personal Customer, Sole Trader, Partnership, Company (as on the Certificate of Incorporation), Clubs and Charities):

Registered Business Name (if applicable):

Type of Business:

Please tick if you wish the Account Name to include my/our Registered Business Name: ☐

Contact Name:

Telephone Number:

Insert AIB National Sort Code (NSC) and Account Number

Branch NSC & Account

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Currency of Account (eg. USD, GBP):

Initial Investment Term – Please complete

(Standard Investment Terms available – 1 week, 1 month, 3 months, 6 months, 364 days.)

Source of funds:

Deposit Guarantee Scheme (DGS) Information

By signing this declaration, I/We acknowledge that I/We have been provided with, read and accept the Deposit Scheme - Depositor Information Sheet (see final page for details).

Signature	Date	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Date	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Customer Account Opening Request & Confirmation

- Request:** Please open a Currency Fixed Term Deposit Account at Allied Irish Banks, p.l.c., in my/our name as indicated above (to include registered business name where applicable) (and such other accounts as I/we may from time to time require) subject to the Bank's Terms and Conditions, a copy of which is attached.
- Accuracy/Enquiries:** I/We certify that the information above is accurate and agree that the Bank may make such enquiries about me/us as it considers necessary in relation to this application.
- Customer Confirmation:**
 - I/We confirm that I/we have read and accept the terms and conditions of the Currency Fixed Term Deposit Account.
 - I /We confirm that I/we will be unable to access my funds during this Term that I/we have selected.
 - I/we confirm in the event that an early withdrawal request is accepted, an administration cost and a funding cost will be applied.

Date: ____ day of _____ 20____

Signature(s) of Customer (signed in accordance with Local Branch Account Mandate)

Name of Customer (printed)

Checklist to help you complete your application form

Have you completed?

- ☐ Your name or business name, and telephone number
- ☐ The initial investment term of your account
- ☐ Your AIB NSC and Branch Account Number
- ☐ The Currency of your account
- ☐ The Source of funds
- ☐ Signed and dated the DGS Acknowledgment, and the Account Opening Request & Confirmation

Where do I send the completed form?

Please send your completed Customer Application form to your Relationship Manager in your local account holding AIB branch who will progress your application. Your Relationship Manager will let you know if we require additional documentation before we can open your account.

Data Protection Notice

Use of 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.

Deposit Guarantee Scheme

Depositor Information Sheet



Basic information about the protection of your eligible deposits

Eligible deposits in Allied Irish Banks, p.l.c. are protected by:	the Deposit Guarantee Scheme ("DGS") ⁽¹⁾
Limit of protection:	€100,000 per depositor per credit institution ⁽²⁾
If you have more eligible deposits at the same credit institution:	All your eligible deposits at the same credit institution are 'aggregated' and the total is subject to the limit of €100,000 ⁽²⁾
If you have a joint account with other person(s):	The limit of €100,000 applies to each depositor separately ⁽³⁾
Reimbursement period in case of credit institution's failure:	7 working days ⁽⁴⁾
Currency of reimbursement:	Euro
To contact Allied Irish Banks, p.l.c. for enquiries relating to your account:	Allied Irish Banks, p.l.c., 10 Molesworth Street, Dublin 2 Tel: 0818 227 060 www.aib.ie
To contact the DGS for further information on compensation:	Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1 Tel: 01-224 5800 Email: info@depositguarantee.ie
More information:	www.depositguarantee.ie

Additional information

(1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory deposit guarantee scheme. If insolvency should occur, your eligible deposits would be repaid up to €100,000.

(2) General limit of protection

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the DGS. This repayment covers at maximum €100,000 per person per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

(3) Limit of protection for joint accounts

In case of joint accounts, the limit of €100,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of €100,000.

(4) Reimbursement

The responsible deposit guarantee scheme is:

Deposit Guarantee Scheme, Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1.

Tel: 01-224 5800.

Email: info@depositguarantee.ie.

Website: www.depositguarantee.ie.

It will repay your eligible deposits (up to €100,000) within 7 working days, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of their covered deposits to cover the cost of living within five working days of a request. Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines, you should contact the deposit guarantee scheme.

(5) Temporary high balances

In some cases eligible deposits which are categorised as "temporary high balances" are protected above €100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- certain transactions relating to the purchase, sale or equity release by the depositor in relation to a private residential property;
- sums paid to the depositor in respect of insurance benefits, personal injuries, disability and incapacity benefits, wrongful conviction, unfair dismissal, redundancy, and retirement benefits;
- the depositor's marriage, judicial separation, dissolution of civil partnership, and divorce;
- sums paid to the depositor in respect of benefits payable on death; claims for compensation in respect of a person's death or a legacy or distribution from the estate of a deceased person.

More information can be obtained at www.depositguarantee.ie

(6) Exclusions

A deposit is excluded from protection if:

- The depositor and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements.
- The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- It is a deposit made by a depositor which is one of the following:
 - credit institution
 - financial institution
 - investment firm
 - insurance undertaking
 - reinsurance undertaking
 - collective investment undertaking
 - pension or retirement fund (Deposits by Small Self Administered Pension Schemes are not excluded)
 - public authority

Further information about exclusions can be obtained at www.depositguarantee.ie

Other important information

In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are eligible, the credit institution shall also confirm this on the statement of account.