

# Savings Account

## Terms and Conditions for Personal Customers

**Bank of Ireland**  **UK**

For small steps, for big steps, for life

## Welcome to your new savings account

These Terms and Conditions apply to each of the following types of savings accounts that we operate - Classic Saver Account, KidSave Account, Fixed Term Deposit Account and Call Account.

The Terms and Conditions should be read in conjunction with our Guide to Personal Banking, our application forms and our Schedule of Charges for Personal Customers.

Please ensure that you have read and understood them.

If you are not happy with your choice of account we will help you to switch to another account providing you tell us within 14 days.

### Answering your questions

If you have any further questions regarding any of our savings accounts or any other of our services, you can contact us using any of the following methods:

- ▶ Call at your local branch
- ▶ Telephone our customer service department on 0345 6016 157
- ▶ E-mail us at [mail@bankofireland.co.uk](mailto:mail@bankofireland.co.uk)

Bank of Ireland UK is covered by the Financial Ombudsman Service.

## Terms and Conditions

Specific terms and conditions apply to each type of savings account and are set out in these Terms and Conditions. The specific term and condition will apply if there is a difference with a general term and condition.

Where we have used words incorporating the plural they also include the singular and vice versa. Headings used in the Terms and Conditions are for convenience only.

## Definitions

For the purposes of these Terms and Conditions, please note that reference to:

**“Account”** means any Classic Saver Account, KidSave Account, Fixed Term Deposit Account and Call Account that you may hold with us

**“Account Holder”, “you”, “your” or “the Customer”** means the personal customer(s) in whose name the Account is held. If the Account is held by more than one person then any reference to the “Account Holder” includes a reference to each person.

**“Agreement”** means the agreement between you and us, of which these Terms and Conditions form part.

**“ATM”** means an Automated Teller Machine which is a cash dispenser at which you can access services and money using an ATM Card and PIN.

**“ATM Card”** means an ATM Card we may issue to you with your Account for withdrawing funds from an ATM.

**“Bank of Ireland UK”, “Bank”, “we”, “us” or “our”** means Bank of Ireland (UK) plc, including its successors or assigns.

**“Business Day”** means any day from Monday to Friday (excluding bank holidays) when we are open for business as required for the execution of a payment transaction.

**“Charge”** means any fee or charge that you have to pay referred to in these Terms and Conditions and/or

set out in our Schedule of Charges for Personal Customers.

**“Fixed Term”** means the period of time that you choose for the investment to be held in the Account. The period begins from the date we have received cleared funds and your Account is subsequently opened. We will send you a written confirmation of deposit notifying you of the Fixed Term for your Account.

**“Lodgement”** means any payment into your Account either by cash, cheque, draft, CHAPS, Telegraphic Transfer, Standing Order, BACS, electronic payment or via transfer from another account.

**“PIN”** means Personal Identification Number - a confidential number which we give to you or you may choose that allows you to withdraw cash with your ATM Card.

**“Variable Rate Account”** means the variable rate of interest payable on your Account and which may be amended by us.

**“Withdrawal”** means where funds are taken out of your Account either by telegraphic transfer, draft, cheque or cash, by electronic debit or via transfer into another account.

## General Terms and Conditions:

### Opening the Account

1. We will require proof of your identity before the Account is opened to comply with our legal duties.
2. If you are not happy about your choice of Account, you may cancel it within 14 days of:
  - ▶ the day the contract is entered into; or
  - ▶ the day on which you receive these Terms & Conditions on paper or electronically;whichever is the later. We will help you switch to another of our accounts or we will give all your money back with any interest it has earned. To do this no notice will be required and no charge is payable.
3. We reserve the right not to open an Account,

refuse a deposit or require an Account to be closed without giving you any reason for our decision.

4. Your Agreement is in English and all communications issued under or in connection with it will be in English. You and we may communicate in writing, by telephone, by fax, or by email. You may request a copy of your Agreement at any time during its course.
5. Your Agreement shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, by Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.
6. Unless there are exceptional circumstances, such as fraud, we will not close your Account without giving you at least two months' notice.
7. Details on the operation of your Account are detailed in our Guide to Personal Banking that will be provided to you when you open your Account.
8. An Account opened in the name of a child under the age of seven must be opened and operated by an adult representative. Once the child attains the age of seven, the Account may be operated by the child or by the adult representative on behalf of the child.

## **Interest**

9. Interest is calculated on the closing balance on your Account each day at  $1/365$  of the annual interest rate for each day and in a leap year an additional days interest will be paid.
10. Interest is typically paid annually at the end of March or on the next Business Day. You may choose to have interest added to the balance of the Account.

## **Changes in Interest Rate**

11. Where a variable interest rate will be paid, this Variable Rate may be changed for one or more of the following reasons:
  - (a) to reflect changes to the Bank of England Base Rate;

- (b) to reflect UK deposit market rates;
  - (c) to reflect any changes in the law (including tax law), or the rules and regulations, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator, where these changes or decisions affect the interest rates that we pay to depositors;
  - (d) to ensure our business is sustainable in the long term;
  - (e) to reflect the rates being paid on our other Accounts to make sure that the variable rates we pay reflect the features of those Accounts (so that, for example, Accounts with longer notice periods receive a higher rate of interest, other features being the same).
12. We will give you notice of any change we make to the interest rates we pay on savings accounts as follows:
- (a) If we are changing the interest rates in a way that is to your advantage we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards. We will update the information available in our branches and on our website and we may place notices in newspapers.
  - (b) If we are changing the interest rates in a way that is to your disadvantage, we will notify you personally not less than 14 days before the change comes into effect. This will only apply where your Account has a balance of £100 or more.

## Withdrawals

13. All Withdrawals must be made against cleared balances. This means that if you pay a cheque into the Account, you cannot withdraw the value of the cheque until it has cleared. Please refer to our Guide to Personal Banking for details.
14. We may require proof of identity before allowing Withdrawals from the Account. Where a Withdrawal has occurred on your Account but it has subsequently been proven that it was not

authorised by you, we will immediately refund the amount of the unauthorised Withdrawal to you and restore your Account to the state it would have been in had the unauthorised Withdrawal not taken place.

15. On your death, the balance may be withdrawn by your personal representative or, if there is more than one of you, by any remaining Account Holder.

## **Joint Accounts**

16. Where the Account is in the name of two or more personal customers these Terms and Conditions will apply to you all jointly and to each of you individually.
17. We will accept and act on the instructions of any one of you and the signature of any one of you will be sufficient discharge of any partial or whole Withdrawal of the balance from the Account.
18. When an Account is held jointly and the first-named Account Holder ceases to be a party to the Account, the Account will be closed and a new Account may be opened in the name of the remaining Account Holder(s).

## **Charges**

19. We may apply Charges for work carried out, or for services supplied, by us in connection with your Account. These Charges will be debited to the Account when the work or service is provided.
20. Full details of our Charges are available in our Schedule of Charges for Personal Customers which is available from any of our branches and on our website, [www.bankofireland.co.uk](http://www.bankofireland.co.uk). If we intend to increase any of the Charges which apply to the day to day running of your Account we will notify you by writing to you at least two months before making the change.
21. If you ask us to provide an extra service then we will tell you about the charge payable when you request that service.

## Termination

22. Only in exceptional circumstances may you close a Fixed Term Account before the end of the Fixed Term. All closure requests must be sent by you in writing to us. Account closure before the end of the Fixed Term is usually subject to a breakage fee (outlined in product specific Terms and Conditions).
23. For Variable Rate Accounts, you may close the Account by writing to us. More information on this can be found on our website [bankofireland.co.uk](http://bankofireland.co.uk).
24. We may close your Account by giving you at least 2 months' notice if:
  - (a) your Account has less than the minimum allowable balance as per your product specific Terms and Conditions and has not been used in the last 12 months; or
  - (b) you have breached any terms of the Agreement (including these Terms and Conditions); or
  - (c) continuing your Account would cause us to breach the requirements of any judicial, regulatory or governmental body having jurisdiction over us (or would cause us disproportionate difficulty or cost in complying with such requirements); or
  - (d) we are required to do so under applicable law or regulation; or
  - (e) it is no longer economic for us to provide your Account and/or we offer you another Account which is (so far as practicable) comparable and is available either with us or with another bank or building society.
25. We may close your Account immediately if:
  - (a) we suspect fraud or other criminal or unlawful activity;
  - (b) you are in material or persistent breach of these Terms and Conditions;
  - (c) the account is being used for a purpose that could reasonably be expected to give rise to a material reputational risk for us, and we notify you upon exercising our right of termination under this sub-clause;



- (d) we are required to do so by law, court order or other regulations;
- (e) you have acted without reasonable care in conducting any business with us;
- (f) you deliberately provide inaccurate or misleading information to us.

## Changes to Terms

- 26. We may vary, amend or add to these Terms and Conditions. Any changes which are to your advantage, or changes to interest and exchange rates based on reference interest or exchange rate information already provided to you, may take effect immediately.
- 27. All other proposed changes will be notified to you at least two months before they take effect. Such changes will be deemed to be accepted by you unless you advise us to the contrary. You have the right to terminate your Agreement with us immediately, without charge, before such changes take effect. If you wish to do this, please contact your branch.
- 28. We will tell you about any changes to your Terms and Conditions by any of the following means:
  - ▶ Advertising in the press
  - ▶ Sending you written notice
  - ▶ Displaying notices in our branches
- 29. If we have made a major change or several minor changes in any year, we will give you a copy of the new Terms and Conditions or a summary of the changes.

## Transactions on your Account

- 30. If we do not execute or incorrectly execute a transaction we will without undue delay take whatever action is necessary to rectify the error or omission.
- 31. We may refuse to make a payment from your Account if:
  - ▶ you have insufficient available funds in your Account;
  - ▶ you have given us unclear, incorrect or incomplete instructions;
  - ▶ you are in breach of your Agreement;
  - ▶ we suspect fraud or other illegal activity;

- ▶ we believe there is any significant adverse change in your financial circumstances;
- ▶ we have any legal or regulatory reason; or
- ▶ we consider that our business reputation may be significantly compromised.

If we refuse to make a payment we will notify you. We may do this in a variety of ways depending on the nature of your Account and type of payment:

- ▶ ATM transactions – by displaying a message on the ATM or other point of sale payment terminal immediately;
- ▶ Direct debits and standing orders – by displaying related charges on your bank statement;
- ▶ For other payment types (e.g. telegraphic transfers) – by contacting you directly to advise you that the payment request has been refused.

You may request details of any unpaid item(s), the associated Charge(s) and our reason(s) for refusing to make the payment by contacting your local branch.

32. We may stop or suspend your use of any ATM Card, password and/or PIN to authorise transactions if:

- ▶ we suspect fraud;
- ▶ you are in breach of these Terms and Conditions; or
- ▶ we believe there is a significant adverse change in your financial circumstances.

If a third party bank gives us evidence that within the last 2 months an amount has been paid into your Account incorrectly, then we will protect that amount and you will not be able to withdraw it from your Account. We do not need your permission before we do this but we will give you at least 15 Business Days' notice to contact us and dispute the claim before we send the funds back to the third party bank.

If a third party bank gives us evidence that between 2 and 36 months previously an amount has been paid into your Account incorrectly, or if a third party bank tells us that an amount has been paid into your Account incorrectly but

cannot give us enough information about the mistake, then we will contact you for permission before we send the funds back to the third party bank.

If we do this, we will let you know why as soon as possible.

33. If at any time you become aware of:
- ▶ A transaction on your Account that has not been correctly executed; or
  - ▶ A transaction on your Account that has not been authorised by you, you must in each case notify us without undue delay and, in any event, within 13 months of the debit date of the transaction by contacting your local branch so we can investigate the transaction.
34. The sooner you notify us and the more information you can provide about the transaction, the quicker we will be able to determine whether the transaction was in fact unauthorised or executed incorrectly. In some cases, we may ask you to put your query in writing. Failure to notify us promptly may mean that you are not entitled to a refund from us or other form of redress.
35. Once you have notified us of an alleged unauthorised or incorrectly executed transaction on your Account, we will promptly investigate your claim. In some cases, we may ask you to give us further information about the transaction (for instance to enable us to confirm that the transaction was properly authenticated) or to cooperate with the police or other enforcement bodies.
36. Where it is established that the transaction was not authorised by you, we will (subject to Conditions 37 and 39 below) refund the full amount of the transaction and, if applicable, restore the Account to the state it would have been in had the unauthorised transaction not taken place.
37. Where an unauthorised transaction is made using: (a) a lost or stolen ATM card; or (b) your ATM PIN by someone other than you, and in each case you have reported it in accordance with the provisions of Condition 33, you will be

liable for any unauthorised transaction, subject to a limit of £50 PROVIDED ALWAYS THAT you have not acted fraudulently or failed with intent or gross negligence to protect the security of your Account in which case you will be liable for all unauthorised transactions and for any and all Losses incurred by us in respect of such unauthorised use.

38. Where it is established that the transaction was incorrectly executed by us, we will (subject to Condition 39 below) refund the full amount of the transaction and, if applicable, restore the Account to the state it would have been in had the incorrectly executed transaction not taken place.
39. We reserve the right to refuse a refund Under Condition 36 (for unauthorised transactions) and Condition 38 (for incorrectly executed transactions) on your Account where you fail to notify us within 13 months of the debit date of the transaction.
40. We reserve the right to debit from your Account the amount of any refunds paid to you where, upon further investigation, it is subsequently established that you are not entitled to a refund. If there is insufficient balance on the Account to debit the amount of any refunds paid to you in circumstances where you are not entitled to a refund, we reserve the right to take all reasonable steps (including legal proceedings) to recover from you the amount of any such refunds together with any fees, charges or expenses that we have incurred.

### **Maintenance of the Account**

41. If an amount is debited or credited to your Account in error by the Bank, the Bank may make any necessary correcting entry on your Account without the need for the Account Holder's approval.
42. If a credit to the Account is subsequently recalled or not credited by the paying bank the Bank may make any necessary correcting reversal entry without the Account Holder's

approval and the Account Holder will be liable to pay the Bank any debit which may arise as a result.

43. Any correspondence or notices sent by the Bank to the Account Holder by post to the last address notified by the Account Holder, shall be deemed to be received by the Account Holder two Business Days after dispatch by ordinary post, or immediately upon delivery by hand.

### **Waiver**

44. No time or indulgence that we may extend to you and no waiver by us of any breach of any term or condition of these Terms and Conditions shall affect our rights and powers under the Terms and Conditions.

### **Indemnity**

45. You shall hold us harmless from any loss or damage suffered by any person as a result of your breach of any of the Terms and Conditions.

### **Dormant Accounts (Variable Rate Products)**

46. If you do not make any transactions on your savings Account for three years then we may treat your Account as being dormant to reduce the risk of fraudulent activity. This means that we may stop sending you statements, letters and if relevant to your Account, ATM Cards. To make your Account active again you will have to contact your branch and provide evidence of your identity. The Account will always be your property.

### **Errors**

47. Whilst we will try to operate your Account accurately, mistakes may occur. If you are aware that an amount has been incorrectly credited or debited to your Account you should notify us immediately. If you use funds with the knowledge that they were incorrectly transferred into your Account, we may take steps to recover the money from you or take it from your Account and take such other proceedings or actions as may be appropriate.

48. If we become aware of an error we will notify you and amend the error accordingly, including removing any money incorrectly transferred into your Account.
49. If we, or any other person, debit or credit an amount to your Account in error, you agree that we may make a necessary correcting entry to your Account without having to seek your prior approval. Where any amounts are debited to your Account in error, our total liability to you shall, unless otherwise stated, be limited to payment to you of an equivalent.

### **Claims on your Account**

50. If another person makes a claim for any funds in your Account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else about who owns or controls funds in the Account, we may:
  - ▶ put a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute has ended;
  - ▶ send the funds to the person who we have good reason to believe is legally entitled to them, or transfer the funds to the linked Account;
  - ▶ continue to rely on the current records we hold about you;
  - ▶ apply for a court order; or
  - ▶ take any action we feel is necessary to protect us.

If we have acted reasonably, we will not be liable to you for taking any of these steps.

### **Our Liability**

51. We will not be liable to you in respect of any losses that you or any other person may suffer or incur in connection with, or relating to your Account except where such losses are due solely to our or our agents' acts, errors or omissions. In particular, we will not be liable to you or any other person for any losses due to:
  - ▶ your instructions not being sufficiently clear;
  - ▶ your acts, errors or omissions (for instance,

where you have failed to provide correct information or to keep your information up-to-date);

- ▶ any actions, limits or regulations imposed by any governmental, regulatory or other official body of any kind from time to time;
- ▶ any acts, errors or omissions of a third party (e.g. an ATM operator or retailer); or
- ▶ anything which is expressly excluded or limited in the Agreement.

52. We will not be liable for any delay or failure in performing any of our obligations under the Agreement where such delay or failure arises because of civil disturbance, strike or industrial action or any other circumstances beyond our reasonable control. Furthermore, we will not be liable to you for any losses whatsoever if we are prevented from providing banking or payment services by reason of acts of terrorism, failure of power supplies, interruption or breakdown of mobile phone networks, telecommunications networks or the internet, or the destruction, breakdown or malfunction of any third party systems, equipment or hardware.
53. Nothing in the Agreement will operate to limit or exclude our liability for any losses where limitation or exclusion is prohibited by law.

## **Specific Terms and Conditions: Classic Saver Account**

### **Availability**

1. The Account is available to personal customers. The minimum required to open an Account is £1 and this must be maintained. If you fail to fund your Account within 30 days of account opening, we may close your Account as per Condition 6 of the General Terms and Conditions. There is no maximum to the amount you can save.
2. The Account Holder must operate the Account in credit.
3. Your Agreement with us will continue until it is terminated by you or by us.

4. The Account Holder shall ensure that sufficient cleared funds are maintained in the Account to meet any Withdrawals or items presented. Items presented against an Account with insufficient funds will be returned unpaid without reference to the Account Holder.
5. A passbook or ATM Card will be issued on request only. If an ATM card is active on your account a Passbook cannot be requested. If a Passbook is active on your account an ATM card cannot be requested.

### **Conditions of Use of the ATM Card**

6. An ATM Card is available on request via your local or appropriate branch, which may then be sent to you by post or you may be asked to collect the ATM Card from the Account holding branch and to provide suitable proof of your identity.
7. You may use the ATM Card up to the expiry date embossed on the ATM Card and in accordance with the operating instructions issued by us from time to time.
8. The person named on the ATM Card is the only person authorised by us to use the ATM Card.
9. The ATM Card shall remain our property. It must be returned at our request and we, or any person acting on our behalf or with our authority, may keep it.
10. These Terms and Conditions will apply to any ATM Card issued as a substitute, replacement or renewal of the original ATM Card.
11. You must tell the Account holding branch of any change to your name, address or telephone number.
12. We will not be liable for any delay in performing any of our obligations in respect of the use of the ATM Card where such delay or failure arises because of civil disturbance, industrial dispute or any circumstances beyond our reasonable control.
13. Nothing in these Terms & Conditions allows you to use the ATM Card to create an overdraft on the account.



## Safeguards

14. To help prevent fraud and protect the Account you must:
  - (a) sign the ATM Card as soon as you receive it;
  - (b) do not allow anyone else to use your ATM Card or PIN;
  - (c) remember your PIN and destroy the notification as soon as you receive it;
  - (d) do not write down or record your PIN so that another person could use it with the ATM Card;
  - (e) if you change your PIN, you should choose your new PIN carefully;
  - (f) always take reasonable steps to keep your ATM Card safe and your PIN secret at all times; and
  - (g) keep your Transaction receipts safe and dispose of them carefully.

You must not disclose the PIN to any person except in the course of a Transaction permitted under these ATM Card Terms and Conditions or in the course of reporting the actual loss or theft of the ATM Card.

## Lost or Stolen ATM Card

15. You must take care not to lose or damage your ATM Card and you must not let anyone else have it. If you lose or part with your ATM Card, if it is taken from you even for a short period or if someone else knows your PIN, you must:
  - (a) telephone us immediately on 028 9023 8333,
  - (b) confirm this in writing within 3 days,
  - (c) take all reasonable steps to help us recover the ATM Card.
16. Once you have told us that your ATM card has been lost or stolen or that someone else knows your ATM PIN, we will take immediate steps to prevent these from being used.
17. If an unauthorised Withdrawal occurs before you tell us that you do not (or did not) have your ATM card, or that someone knows your ATM PIN; your liability will be limited to a maximum of £50, unless you have acted fraudulently or without reasonable care.

18. Where a transaction is disputed, we have the burden of proving fraud or lack of reasonable care or that you have received your ATM card, providing you co-operate with us and with the police in any investigation.
19. If you act fraudulently you will be liable for all losses suffered or incurred by us. If you act without reasonable care and losses are caused, you may be liable for them; however, it is for us to prove that you have not acted with reasonable care. This may apply if you fail to follow the safeguards set out in these Terms & Conditions.

## **Payment**

20. Further to Condition 15, you shall pay us the amount of the cash withdrawn and any loss borne by us because of the use of the ATM Card or PIN or any loss that we suffer as a result of any breach of these Terms and Conditions. Your liability shall be settled either from monies standing to the credit of the Account or on demand by us.
21. The amount of each transaction will be withdrawn from the Account by electronic transfer. On each Business Day we shall be entitled to withdraw funds from the Account ahead of all other drawings or debits to make up the total value of the cash withdrawals using the ATM Card that have been notified to us since the previous Business Day.
22. Foreign currency withdrawal shall be converted into sterling at the prevailing rate of exchange operating on the date of the withdrawal.

## **Interest**

23. The interest rate structure on the Account is tiered which means that the rate increases as the balance in the Account increases and reduces if the balance reduces within the set tiers.
24. The interest rate applied to the Account will be a variable rate. Details of applicable interest rates are available from any of our branches or online at [www.bankofireland.co.uk](http://www.bankofireland.co.uk).

## **Passbook**

25. A passbook will be issued on request only. We may issue a duplicate passbook in the event of the loss or destruction of the passbook.
26. The last entry in the passbook is not conclusive evidence of the correct balance in the Account, which shall be determined in accordance with our records.
27. The Account may be accessed by you in our branches without the passbook but on production of proof of identity. The Account may also be accessed through 365 phone or 365 online.

## **Specific Terms and Conditions: KidSave Account Opening the Account**

1. The Account is available to personal customers under the age of 12 and must be opened in the sole name of the child.
2. An Account opened in the name of a child under the age of seven must be opened and operated by an adult representative. Once the child attains the age of seven, the Account may be operated by the child or by the adult representative on behalf of the child, until the child attains the age of 12. Once the child has attained this age, only the child can operate the Account.
3. The minimum required to open an Account is £1 and this must be maintained. If you fail to fund your Account within 30 days of account opening, we may close your Account as per Condition 6 of the General Terms and Conditions. There is no maximum to the amount you can save.
4. We require proof of your identity to comply with our legal duties. If the Account is to be operated by an adult on your behalf, we will also require proof of the identity of the adult.
5. The amount, term and the rate of interest are agreed on the date the Account is opened, and on subsequent renewals (if any).

## Interest

6. Tiered rates of interest apply to the Account.
7. The interest rate applied to the Account will be a variable rate. Details of applicable interest rates are available from any of our branches.

## Withdrawals

8. Where an adult on your behalf operates the Account, we may ask the adult for evidence that any Withdrawal is for your benefit.
9. A passbook will be issued on request only. The term is to be agreed on the date the account is opened. However, the last entry in the passbook is not conclusive evidence of the correct balance in the Account as you may access the Account in our branches without the passbook. You may be asked for proof of identity when making Withdrawals without a passbook. The balance on the Account shall be determined in accordance with our records.
10. We may issue a duplicate passbook in the event of the loss or destruction of an earlier version.

## Specific Terms and Conditions: Fixed Term Deposit Account

### Opening the Account

1. The minimum amount required to open and maintain an Account is £10,000. There is no maximum to the amount you can pay into the Account.
2. An Account opened in the name of a child under the age of 16 must be opened and operated by an adult representative on behalf of the child until the child attains the age of 16. Once the child has attained this age, only the child can operate the Account.
3. Further deposits may not be made to the Account during the term.
4. The amount may not be paid directly into the Account. Payment into the Account must be transferred from an appropriate existing or new current or savings account (called the "Linked Service Account") held with us.

5. The amount, term and the rate of interest are agreed on the date the Account is opened, and on subsequent renewals (if any).

### Interest

6. The interest rate is fixed for the duration of the agreed term.
7. Interest is paid on expiry of the term (at maturity).
  - (a) If you withdraw the entire balance of the Account at maturity, interest will be paid into the Linked Service Account.
  - (b) If the entire balance of the Account at maturity is redeposited, interest will be paid, at your instruction, either into the Account or the Linked Service Account.
  - (c) If an early Withdrawal is made in accordance with Special Condition 10, the interest accrued on the amount withdrawn will be paid at the date of Withdrawal into the Linked Service Account.
8. Details of current interest rates are available from any of our branches.
9. Interest rates are calculated daily based on the London Money Markets.

### Account Features

10. Subject to Specific Conditions 15 and 16, no early Withdrawals can be made from the Account. If, due to exceptional circumstances, we allow you to withdraw part or all of the deposit after the 14 day cooling off period and before the end of the fixed term, you will have to pay a fee that reflects our costs or the difference between the original deposit rate and the higher market rate prevailing. We refer to this as a "Breakage Charge". This will be calculated as follows:

$$\frac{P \times (R-D) \times T}{365}$$

Where: P = Amount Withdrawn

R = Replacement Market Rate

D = Rate on the Account

T = Remainder of fixed term in days

Example:

$$\frac{£10,000 \times (5.25 - 3.5) \times 62}{365} = £29.73$$

Before making an early Withdrawal you are advised to ask for details of the Breakage Charge. A minimum fee of £25 applies. Please see our Schedule of Charges for details available at any branch or by visiting our website, [www.bankofireland.co.uk](http://www.bankofireland.co.uk)

11. If an early Withdrawal requested by you results in the reduction of the balance in the Account to below £10,000, the entire balance in the Account, with all accrued interest, will be transferred automatically to the Linked Service Account and will earn interest at the rate applicable to the Linked Service Account. A Breakage Charge will apply to the entire balance.
12. We will issue statements detailing the amount deposited, the rate of interest and the fixed term when you open your Account and when your Account matures or when you close it.

### **Maturity of the Account**

13. Unless you tell us otherwise by 11.00am on the date of maturity, your Account will be renewed automatically. The balance on the Account including accrued interest up to the maturity date (unless you have otherwise specified) will be redeposited at our then prevailing fixed term deposit rate and for the same period of time as the previous fixed term.
14. Any Withdrawal of the balance and interest from the Account at maturity must be made through the Linked Service Account.

### **Death and Change of Parties to Account**

15. In the event of the death of a sole Account holder the personal representative may withdraw the entire balance and any interest accrued up to the date of Withdrawal through the Linked Service Account. A Breakage Charge will not apply.

16. If an Account is held on a joint basis by two or more Account holders, if for any reason, including death, the first named Account holder ceases to be party to the Account, the Account may be closed and a new Account may be opened in the name of the remaining Account holders subject to agreement of new Terms and Conditions. The entire balance in the Account and any interest accrued up to the date of the transfer may be transferred to the new Account. A Breakage Charge may apply but not in the event of the death of the first named Account holder.

## **Specific Terms and Conditions: Call Account**

### **Opening the Account**

1. The minimum opening balance is £10,000. There is no maximum to the amount you can save.

### **Interest**

2. The interest rate applied to the Account will be a variable rate and we may revise the interest rate in relation to sums held on Call Accounts on a daily basis. Information on our latest rates can also be obtained by contacting your Account Manager.
3. We will calculate interest on Call Accounts daily and pay it to you on a semi annual basis or more or less frequently as agreed by you with us, or on the closing of such Call Account.
4. The method of calculating the actual interest on your Account is as follows:  
$$\text{Interest} = (P \times T \times R) / D$$

D = Denominator  
P = Balance on your Account at end of the relevant Business Day  
R = Variable Interest rate  
T = Period of deposit in days  
“Denominator” is 36500 for Sterling accounts.  
Interest rates for specific deposits are available on request from your Account Manager.



## Data protection – using your information

### **Important information about you and us, Bank of Ireland UK**

Bank of Ireland UK is a member of the Bank of Ireland Group. In this statement, 'our group' means the Governor and Company of the Bank of Ireland and any of our subsidiary or associated companies. For a full list of our group, write to us at the address below. We may hold your information and it may be used by any other member of our group.

### **Considering your application**

To help us decide whether to enter into this and any future agreement with you, we may use:

- ▶ any information you have given us
- ▶ information we already hold about you
- ▶ information we receive from enquiries we make about you; and
- ▶ information we get from other dealings with us or our group

We may make and keep copies of your passport, driving licence or other proof of your identity that you provide.

We may also search your record held by credit reference agencies or ask them to make enquiries for us. We may give credit reference agencies the information they need to make their enquiries. The credit reference agencies will keep a record of our search, whether or not your application goes ahead. This record will be available to other organisations that make similar searches and could affect your ability to get credit elsewhere for a short period of time.

Information the credit reference agencies hold about you may already be linked to records relating to other people. (This is called an 'association'.) You may be considered to be financially linked to these people and we may consider their credit records when considering your application.



If you are providing information on behalf of others within your business, you are applying for credit with someone else, or you have told us about a financial link with another person, you must be sure that you are entitled to:

- ▶ release information about that other person and anyone else you have referred to; and
- ▶ authorise us to search, link or record information about you (and anyone you have referred to) at credit reference agencies

Credit reference agencies will create a link between your credit records and those of any person you have said that you have a financial relationship with. When you or the people you have a financial relationship with apply for credit in the future, both your and their credit records will be taken into account. This process will continue until one of you tells the credit reference agencies that there is no longer a financial link. We may also use a credit-scoring system or other automated system for making a decision.

### **Using and sharing your information**

We will add to your record with the Credit Reference Agencies by giving information relating to your Agreement and information about how you manage your account and your repayment record. We will also tell them of any default and any change of address you fail to tell us about where any payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

The information we obtain will be shared with and cross-checked by other businesses, including Bank of Ireland Group companies, other lenders, fraud prevention agencies, companies or other bodies which maintain registers of assets and interests in them, any insurers, third parties engaged by us and anyone who introduced you to us. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- ▶ checking details on applications for credit and credit related or other facilities

- ▶ verifying your identity
- ▶ tracing debtors, recovering debt
- ▶ managing credit and credit related accounts or facilities and administer your Account
- ▶ checking details on proposals and claims for all types of insurance
- ▶ checking details of job applicants and employees
- ▶ carrying out statistical analysis and market research, and
- ▶ developing and improving the products and services we provide and make available

This information will also be shared with Bank of Ireland Group companies (“the Companies”) so that they may carry out statistical research and analysis, compliance and regulatory reporting and administration of the Account. Please contact us at Bank of Ireland, Group Financial Crime Unit, Lower Ground Floor, Mespil Road, Dublin 4 if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

We may make and keep copies of your passport, driving licence or other proof of your identity that you provide.

We may require and hold details of your tax residency and tax reference number(s) to enable us to comply with UK legislation relating to inter-governmental agreements to share tax information that the UK government may agree.

### **Direct marketing**

We may use your information to help us identify products and services which may be of interest to you and may contact you from time to time. We may also give information about you to:

- ▶ our group; and
- ▶ any other person or company we choose from time to time, so that they can use it for similar purposes

We may contact you by post, phone, e-mail, fax and in any other way. Please note that if you have any other accounts with our group and/or have, at

any time, provided marketing preferences different to those provided in this application, you may receive marketing information in accordance with the earlier preferences.

You can stop us from contacting you or giving your details to others for marketing purposes.

To do this write to:  
Bank of Ireland UK,  
Marketing Department  
1 Donegall Square South,  
Belfast, BT1 5LR

(This may mean that you will not receive information about extra benefits available to our customers.)

### **Transferring your information abroad**

From time to time we may transfer information about you to previously approved companies or people based outside the European Economic Area. We will only do so if the person or company agree to give your information the protection we would have to give it in the UK and to act on our instructions.

### **Sensitive information**

You may have given us information about your nationality or about any disability you may have. If you give us details of your nationality, we may use it for validation of your identity, research and statistical purposes and to comply with our legal obligations. If you give us details of any disability, we will only use it to provide any support you need.

### **Your right to information**

You have a legal right to receive a copy of the information we hold about you. To see this information, write to:

Bank of Ireland UK,  
Regional Office NI,  
8th floor,  
1 Donegall Square South,  
Belfast, BT1 5LR

You must pay a fee before we provide the information.

We will tell you the current fee when you write to us.

We can provide this document in Braille, in large print and on audio tape or CD.

Please ask any member of staff for details.

**0800 0850 444**

**[www.bankofireland.co.uk](http://www.bankofireland.co.uk)**

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc. Registered in England and Wales (No. 7022885), Bow Bells House, 1 Bread Street, London, EC4M 9BE.

UK37-1387N (11/16)