



Savings account

Terms & Conditions
for GB Personal
Customers

(including – Classic Saver Account,
Fixed Term Deposit Account,
Every Day Saver and Call Account)

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

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

Please ensure that you have read and understood them.

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 on 0345 850 1234.

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, Fixed Term Deposit Account, Every Day Saver 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.

“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.

“Linked Service Account” is a current account that we link to your savings account so that you can transfer money between accounts safely and securely whenever you like. It should be a UK personal bank or building society account in your name(s) that accepts Direct Debits.

“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.

“Reference Exchange Rate” is the exchange rate used as the basis to calculate currency change.

“Reference Interest Rate” is the interest rate used as the basis for calculating any interest to be applied, known also as the Bank of Ireland UK Base Rate.

“Transaction” means any payment made.

“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 or cash, by electronic debit or via transfer into another account.

General Terms and Conditions:

1. 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 online. You may request a copy of your Agreement at any time during its course.
2. 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.
3. Unless there are exceptional circumstances, such as fraud, we will not close your Account without giving you at least two months' notice.
4. 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.

Set-off

5. If you have any Account with us that is in credit we can transfer money from that Account to any other Account that you hold with us that is overdrawn. We will not give you prior notice of this transfer, but we will inform you about it.
6. We can also appropriate, combine and consolidate all or any Accounts that you hold with us without giving you prior notice and may set-off or apply such money towards satisfaction of an overdraft on any of your Accounts.

Interest

7. 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.
8. 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

9. 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 any change in our cost of funding, for example, caused by any change in market interest rates or by other factors beyond our control;
 - 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;
10. We will give you notice of any change we make to the interest rates we pay on savings accounts as follows:
 - ▶ A variable interest rate may be changed immediately under condition 27 if the change is to your advantage or if there is a change to a Reference Interest Rate (e.g. Bank of England base rate) and notified to you in the information which comes with your statement.
 - ▶ 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.

- ▶ If the change is to your disadvantage and it is not a change to a Reference Interest Rate then we will give you notice under condition 28.

To notify you of any change to the interest rate on the Account we will:

- ▶ Update our website
- ▶ For changes other than those that result from a change in Bank of England base rate we may place advertisements in two newspapers, or we will send you written notification. This will only apply where your Account has a balance of £100 or more.

To help you compare rates more easily, our notices will clearly show the old and the new rates. 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 send us a request in writing.

Taxation of Interest

11. Interest will be paid gross without the deduction of tax.
12. We do not require any parties registered on this account to declare they are a non-taxpayer.
13. This information is based on our understanding of current law and HM Revenue & Customs practice as at April 2016, both of which may change in the future. The law relating to taxation is liable to change and such changes cannot be foreseen.

Withdrawals

14. 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.
15. 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.

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. If a joint account holder no longer wishes to be party to the account the account will be closed upon receipt of joint instructions from all joint account holders regarding the closing balance.
19. In the event of the death of a joint account holder the surviving joint account holder can continue to operate the account.

Charges

20. We may apply Charges for services supplied by us in connection with your Account. These Charges will be debited to the Account for services supplied.
21. Full details of our Charges are available in our Schedule of Charges for Personal Customers which is available on our website, www.bank-of-ireland.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.
22. If you ask us to provide an extra service then we will tell you about the charge payable when you request that service.

Termination

23. 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).
24. For Variable Rate Accounts, you may close the Account by writing to us. More information on this can be found on our website, www.bank-of-ireland.co.uk.
25. 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.
26. 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

27. 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 Rate or Reference Exchange Rate information already provided to you, may take effect immediately.
28. 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. You can do this by writing into to us at the address below.

29. We may make changes for one or more of the following reasons:
- ▶ To make it easier to understand, fairer or to correct mistakes
 - ▶ To reflect changes in the costs of maintaining your account
 - ▶ To enable us to comply with the law (including tax law), or regulation, or to relevant Industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator
 - ▶ To enable us to make reasonable changes to the way we manage your account as a result of changes in technology or in the systems we use.
30. 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
31. 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.
32. You must tell us of any change to your name, address or telephone number via Banking 365 or in writing.

Transactions on your Account

33. 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.
34. 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:

- ▶ 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 calling us on 0345 850 1234.

35. 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.

36. 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 us on 0345 850 1234 so we can investigate the transaction, or you may not be entitled to a refund.

37. 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.

38. 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.
39. Where it is established that the transaction was not authorised by you, we will (subject to Condition 41 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.
40. Where it is established that the transaction was incorrectly executed by us, we will (subject to Condition 41 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.
41. We reserve the right to refuse a refund under Condition 38 (for unauthorised transactions) and Condition 40 (for incorrectly executed transactions) on your Account where you fail to notify us within 13 months of the debit date of the transaction.
42. 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

43. 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.
44. 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 or in the case of an advertisement in a newspaper on the day the newspaper is published.

Waiver

45. 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

46. 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)

47. 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 relevant to your Account. We may write and ask you to close your Account as we are unable to reactivate your Account. The Account will always be your property.

Errors

48. 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.
49. If we debit an amount from your Account in error, we will notify you and amend the error accordingly. 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.
50. If we credit an amount to your Account in error, we will notify you and amend the error accordingly including removing any money incorrectly transferred into your Account.

Claims on your Account

51. 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 control 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

52. 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. a Cash Machine operator or retailer); or
 - ▶ anything which is expressly excluded or limited in the Agreement.
53. 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.

54. 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 Holder must operate the Account in credit.
2. Your Agreement with us will continue until it is terminated by you or by us.
3. 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 refused due to lack of funds without reference to the Account Holder.

Interest

4. 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.
5. The interest rate applied to the Account will be a variable rate. Details of applicable interest rates are available online at www.bank-of-ireland.co.uk.

Specific Terms and Conditions: Fixed Term Deposit Account

1. Further deposits may not be made to the Account during the term.
2. 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.

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

Interest

4. The interest rate is fixed for the duration of the agreed term.
5. 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 8, the interest accrued on the amount withdrawn will be paid at the date of Withdrawal into the Linked Service Account.
6. Details of current interest rates are available on our website (www.bank-of-ireland.co.uk) or by calling us on 0345 850 1234
7. Interest rates are calculated daily based on the London Money Markets.

Account Features

8. Subject to Specific Conditions 13 and 14, 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:

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

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 and also available on our website, www.bank-of-ireland.co.uk

9. 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.
10. 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

11. 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.
12. 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

13. 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.
14. 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 balance transferred to the Linked Service Account pending

probate / closing instructions from executor. A Breakage Charge will not be applied in the event of the death of the Account holder(s).

Specific Terms and Conditions: Every Day Saver

Interest

1. 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 the Every Day Saver on a daily basis. Information on our latest rates can also be obtained by calling us on 0345 850 1234.
2. We will calculate interest on the Every Day Saver daily and pay it to you on a quarterly basis or more or less frequently as agreed by you with us, or on the closing of such Account.
3. 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 by calling us on 0345 850 1234.

Data protection – using your information

Important information about you and us,

Bank of Ireland UK

Specific Terms and Conditions: Call Account

"Denominator" for most currencies is 36000 but for some currencies (e.g. Sterling Pounds and Canadian Dollars) the denominator is 36500. Information on the relevant denominator for any applicable EEA currency is available at www.bankofireland.com/treasurylibrary. For other currencies the applicable denominator is available on request from your Account Manager.

Interest

1. 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.
2. 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.
3. 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.

4. 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 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 2 months before the change comes into effect.

Charges

5. Full details of our Charges are available in our Schedule of Charges for Personal Customers which is available on our website, www.bankofirelanduk.com. We can vary our rates and charges at any time. 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. If you do not like the changes that we plan to make then if you want to, you can switch your Account or close it under the terms of this Agreement.

Changes to Terms

6. We may vary, amend or add to these Terms and Conditions to take account of the following
 - changes in financial market conditions or banking practice;
 - changes to the structure of our group or persons through whom we offer our products and services;
 - alterations in the costs of maintaining the Account;
 - complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice;
 - changes in technology, such as differences resulting from new IT systems or other processes;
 - the introduction of a new service or improvements to the service we already offer you;
 - the correction of any genuine mistakes or omissions or to make these Terms and Conditions clearer or more favourable to you;or
 - for any other valid business reason.
7. If we change these Terms and Conditions (apart from those changes to our interest rates that can be made immediately and without notice) we will tell you about any changes at least two months before they take effect. If you do not like any of the changes that we plan to make, then if you want to you can switch your Account or close it and terminate this Agreement. If you do not tell us within 60 days that you want to close or switch your Account, then we will treat you as having accepted the changes.

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

bankofirelanduk.com



Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc.
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