

## Cash ISA - Terms and conditions

These terms and conditions apply to any First Trust Bank Cash ISA held by personal account holders (referred to as 'you' and 'your') with AIB Group (UK) p.l.c., trading as First Trust Bank (referred to as 'we', 'us', and 'our'). AIB Group comprises Allied Irish Banks plc, its subsidiaries and associated companies from time to time, including AIB Group (UK) p.l.c.

As the account holder you have agreed to be bound by these terms and conditions.

These terms and conditions are effective from 6 April 2017.

### Definitions

Within these conditions, some words have special meanings.

'Account' means the Cash ISA account you hold with us.

'Additional permitted subscriptions' means an additional allowance, on top of the annual subscription limit, available to a surviving spouse or civil partner of a deceased ISA holder.

'Banking Day' means any day of the week other than Saturday, Sunday and Northern Ireland bank holidays and public holidays.

'Helpline' means our Customer Care service on 0345 6005 925. Lines open: 9am to 5pm Monday - Friday (except on bank holidays). Calls may be recorded. Call charges may vary - refer to your service provider.

'Liable' means to be held legally responsible.

'Support Services' are extra services we provide which are not part of our standard daily banking (for example, a certificate of balance or an instruction to stop a payment). If you want to order this kind of service, we will charge the fee to your account and it will appear on your account statement. The fees are set out in our price list and we will tell you what they are at the time you want to use the service.

'Transaction' means getting cash, or paying for anything using your card, card number, PIN or any other service you get with your card. For Online and Phonenumber Banking, it means a payment made by using your registration number, PAC and code card (if necessary), or any other service you use through Online and Phonenumber Banking.

'Transfer in' means the ability to move a Cash ISA held with another financial institution to First Trust Bank.

'Website' refers to our internet site, [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk)

'Your branch' means the First Trust Bank branch you hold your account with.

### 1 Eligibility

- 1.1 The Cash ISA is available to personal customers only, who are aged 16 years or over on the date the account is opened.
- 1.2 The Cash ISA may not be a joint account.
- 1.3 The application form provided by us must be completed and signed by you. You must declare that you do not already hold a Cash ISA for the current tax year.
- 1.4 You must further declare that you are resident in the United Kingdom (UK) for tax purposes or, if not so resident, you or your spouse or your civil partner are performing duties as a Crown employee serving overseas and paid out of the public revenue of the UK. You must inform the Bank if you cease to be resident in the UK.
- 1.5 United Kingdom (UK) means England, Wales, Scotland and Northern Ireland. It does not include anywhere outside the UK and, in particular, the Channel Islands and the Isle of Man.
- 1.6 The Cash ISA may not be held on behalf of a person other than yourself.
- 1.7 The Cash ISA must be opened without reference to any other account, and the terms on which the Cash ISA is opened must remain unconnected with any other account.
- 1.8 You cannot assign any rights to the Cash ISA or use such rights as security for a loan.
- 1.9 For Additional permitted subscriptions only, conditions 1.3 and 1.4 are not applicable. You must complete the relevant declaration to avail of the additional permitted subscriptions.

### 2 Valid Application

- 2.1 In order for an application to be deemed valid you must complete the application form in full detailing your full name, permanent residential address, telephone number, date of birth and National Insurance Number (if applicable).
- 2.2 Applications remain valid for subscriptions made in the next and consecutive tax years.
- 2.3 Where a break between subscriptions lasts for a whole tax year then a fresh application form must be completed by you before subscriptions can recommence.

### 3 Paying money in

- 3.1 The maximum amounts which may be invested in a Cash ISA on an annual basis and the actual term over which they may be made (referred to as the 'term') are determined by Government legislation from time to time. The current maximum amounts and length of term are as stated in the Cash ISA brochure.
- 3.2 Lodgements may be made to the Cash ISA (subject to the annual limits referred to in condition 3.1) either by (a) regular instalments (by standing order), (b) annual lump sums or (c) occasional contributions.
  - a) Monthly instalments must be for a minimum of £50, with an initial lodgement accompanying the application form and declaration form.
  - b&c) For lodgements not made by regular instalments, a minimum opening lodgement of £50, by cheque or draft, must accompany the application form and declaration forms.
- 3.3 Unused subscription allowances may not be transferred to the next tax year. You should allow a minimum of five banking days before the tax year end date when lodging funds to a Cash ISA by Bank Giro transfer. You should allow adequate mailing time for lodgements made by post.
- 3.4 Where a lodgement to a Cash ISA breaches the relevant subscription limit we will reverse the full lodgement from your Cash ISA and return the lodgement to you. You may make a further lodgement to your Cash ISA which is within your remaining ISA subscription limit and within the current tax year.
- 3.5 We will accept credits to your account by cash, by cheque, by automated credit (for example, your salary being credited to your account by your employer) or by any other item, such as a banker's draft, which is made payable to you. If a cheque is marked 'account payee', we can only credit it to the account of the person the cheque has been made payable to.
- 3.6 Any funds you pay into your bank account in cash or through an electronic payment, in the same currency as the account, will be available to you on the banking day we receive them. If your account earns interest, this will start from the date the cash or electronic payment is lodged to your bank account.
- 3.7 From time to time the Bank may permit transfers in to the Cash ISA. Transfers in will be completed within the statutory timescale subject to the customer providing correct information. Such transfers are free of charge.
- 3.8 If eligible, additional permitted subscriptions (additional to the maximum amount specified in condition 3.1), up to your entitlement and within the specified time frame, will be allowed on receipt of a completed Additional Permitted Subscription Declaration Form.
- 3.9 We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

### 4 Term

- 4.1 The Cash ISA is opened on the date on which the first subscription is credited to the Cash ISA account, provided there is a valid application.
- 4.2 The Cash ISA year runs in conjunction with the tax year (for example, 6th April 2017 - 5th April 2018). Amounts intended to be included in the subscriptions for the current tax year must be lodged to the Cash ISA by the 5 April.

### 5 Taking money out

- 5.1 During the term of the Cash ISA, withdrawals may be made at any First Trust Bank branch at any time without notice and without loss of tax exempt status.
- 5.2 The subscription limit will not be reduced if an investor makes a withdrawal during the tax year. Once the subscription limits have been reached during the tax year customers may make no further subscriptions regardless of withdrawals.
- 5.3 Cash withdrawal - you must sign a withdrawal receipt when you make a withdrawal at a branch. You may need to provide identification when you withdraw cash at a branch.
- 5.4 Disputed transactions - if a transaction has been processed from your account incorrectly or without your authority, you must tell us immediately. Where it is determined that the transaction was not authorised by you or processed incorrectly we will refund the amount along with any interest that may have been due. Where it is claimed that a transaction has not been authorised by you we expect you to co-operate with us or the police authorities in any investigation. You will be liable for any transactions where you have acted fraudulently or with gross negligence.

## 6 Interest

- 6.1 Interest will be calculated on a daily basis on the cleared balance and credited to the Cash ISA annually on or about the first banking day of April, and on closure of the Cash ISA.
- 6.2 The Cash ISA will earn interest at the Cash ISA rate as displayed in First Trust Bank branches.
- 6.3 We will tell you the Cash ISA interest rate when you open your account. The Cash ISA interest rate may change. If we decrease our Cash ISA interest rates we will let you know about any material change at least 14 days before we make the change. You will have 30 days from such notification to close or switch your account without any penalty that might ordinarily result. You can find out the Cash ISA interest rate from the posters on display in our branches or on our website at [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk) or our Helpline 0345 6005 925<sup>†</sup>.  
<sup>†</sup>Call charges may vary, please refer to your service provider.

## 7 Account record

- 7.1 A statement for your Cash ISA account setting out full details of any transactions will be sent to you on both 5 October and 5 April annually and also on request at any other time.
- 7.2 We will make information about individual payments made into and out of your account available at all times (apart from when we occasionally carry out maintenance on our systems) through your contact centre, your branch and Online and Phoneline Banking. You will also find the information on your statement if you receive one.

## 8 Data Protection Notice – How We Use Your Information

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

This notice explains what we will do with your information, so that you can decide whether or not to provide that information to us. It is important that you read it carefully. The personal information requested from you is required to enable us to effectively provide or administer a product or service to you. Failure to supply us with sufficient information may result in us not being able to provide or meet your product/service needs. The information that you provide may be held by us on a computer database and/or in any other way and will be treated confidentially.

### 1. Disclosure of Information:

Information we hold about you will not be disclosed to anyone, outside of AIB Group, other than:

- 1.1 If we are required by law to give the information.
- 1.2 Where we have a public duty to disclose information.
- 1.3 Where disclosure is required for our legitimate business interests.
- 1.4 Where disclosure is made with your consent.

We may use this information in the following ways:

### 2. Products and Services:

- 2.1 To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.
- 2.2 For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

### 3. Credit Scoring and Credit Reference Agencies:

- 3.1 We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- 3.2 We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- 3.3 To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing review of credit. Credit reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.
- 3.4 Whether you borrow money from us or not, we may regularly give credit reference agencies details of your account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.
- 3.5 In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.
- 3.6 Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.
- 3.7 To review your financial position across AIB Group, including debit and credit balances and security for credit facilities.

## 4. Other Third Parties:

- 4.1 To provide your personal details to debt collection agencies, tracing agencies, and/or third party processors and contractors, who act on behalf of us, if it is necessary for the performance of a contract and/or to protect the legitimate interests of AIB. The third parties will not be allowed to use your information for anything else.
- 4.2 To whom we transfer, or may transfer any of our rights or obligations under any contract with you.

## 5. Financial Crime Prevention:

- To prevent and detect fraud, money laundering or other criminal activity; and to trace those responsible.
- 5.1 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
  - 5.2 Law enforcement agencies may access and use this information.
  - 5.3 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.
    - Managing credit and credit related accounts or facilities.
    - Recovering debt.
    - Checking details on proposals and claims for all types of insurance.
    - Checking details of job applicants and employees.
  - 5.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
  - 5.5 If other criminal activity is identified, details will be passed to the relevant authorities

## 6. Market Research:

To carry out statistical analysis and market research, or to instruct a third party to perform this on our behalf.

## 7. Security and Service Improvement:

We may record telephone conversations for additional security, to help resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

## 8. Miscellaneous:

- 8.1 Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- 8.2 If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- 8.3 If you want details of the Credit Reference Agencies, Fraud Prevention Agencies, Debt Collection Agencies or other third parties we use, please contact us.
- 8.4 If you decide to proceed with this product/service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.

## 9 Closing your account

- 9.1 There is no minimum period for how long your account needs to be open. It will continue to be open until either you or we close it in line with these terms and conditions.
- 9.2 In the absence of express agreement to the contrary, we may terminate the relationship, i.e., close the Cash ISA by giving you at least 30 days' notice in writing. When a Cash ISA is terminated it does not lose its tax exempt status, interest will be credited up to date and the balance issued to you. In certain circumstances, where we have a valid reason, including those referred to in 9.3, we may close the account without notice.
- 9.3 We can close the account immediately in any of the following circumstances.
  - i. If you are made bankrupt or you enter into a voluntary arrangement with your creditors.
  - ii. If you can no longer manage your financial affairs or you die.
  - iii. If you break any representations, warranties or statements you have made to us in connection with the account, or the information you have given us is not true in any material respect.
  - iv. If you break these terms and conditions in a serious way or repeatedly break these terms and conditions.
  - v. If you break any other agreement with us.
  - vi. To allow us to keep to any law.If we decide to close your account, we will immediately give you notice of this in writing.
- 9.4 You can close the account by giving us reasonable notice.
- 9.5 You may request us to close your Cash ISA without penalty or loss of tax exempt status. However, you may not be able to open another Cash ISA, with another ISA provider, if you have closed a Cash ISA which you have had in that year. A tax year runs from 6 April to 5 April in the following year.
- 9.6 If you have already subscribed to a Cash ISA with another financial institution, which you have kept open in the same tax year as you open a Cash ISA with First Trust Bank, then HM Revenue & Customs will regard this account as void. In such circumstances the second (void) account will lose all tax exemptions and all interest paid or credited to the void account will be subject to the tax legislation applicable at that time.

- 9.7 You have the right to transfer your Cash ISA to another ISA manager. On receipt of your transfer request the cash and information will be sent to the new ISA manager within 5 business days. Please allow up to 15 business days for the transfer process to be completed. No administration fee will be charged for such a transfer.
- 9.8 You may cancel your Cash ISA account within 14 calendar days of opening the account. Any interest earned during this period will be paid Gross.

## 10 Death

- 10.1 Upon death the tax exempt status of your Cash ISA will terminate. Upon notification to us of your death, any interest paid between the period from date of death to date of notification will be taxed retrospectively, and any interest earned thereafter will be subject to the tax legislation applicable at that time.
- 10.2 The account can be closed by the executors or administrators of your estate (people who are dealing with your estate) once we receive letters of probate or administration.

## 11 General

- 11.1 You are responsible for ensuring that transactions conducted on the Cash ISA comply with Government legislation applying to ISAs in general. We will not be responsible for any loss of tax advantages resulting from transactions initiated by you which breach this legislation.
- 11.2 We will not be liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
- i. a fault which has happened in any system used to carry out a transaction;
  - ii. an industrial dispute (for example, a strike); or
  - iii. anything outside our or our agents' or subcontractors' control.
- 11.3 First Trust Bank will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, an ISA has or will become void.
- 11.4 If we write to you in connection with the Cash ISA to the last address notified by you, the letter shall be deemed to have been duly served and received on the day that the envelope containing the correspondence should have been received.
- 11.5 If we choose not to enforce any term, or we cannot enforce any term which applies to the Cash ISA, this will not affect our right to:
- i. enforce that term later; or
  - ii. enforce any of the other terms.
- 11.6 The laws of Northern Ireland apply to these terms and conditions, and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of these terms and conditions.
- 11.7 These terms and conditions are written in English and any contact we have with you will be in English.
- 11.8 We have the right at all times to change and add to these terms and conditions as a result of:
- i. a change in the law, regulations or good practice;
  - ii. customer feedback;
  - iii. product development; or
  - iv. for any other valid reason we give you at the time we tell you about the change.

If we want to make a change to your terms and conditions that is to your disadvantage, we will let you know at least 30 days beforehand in writing (unless, by law or in line with regulations, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended terms and conditions. If you are not happy, you have the right to end your agreement with us. At any time up to 60 days from the date of the notice, you can, without notice, switch your account or close it without having to pay any extra charges, interest or penalties for doing this. Where changes are made which are not to your disadvantage we will notify you of the change within 30 days of such change(s). Notification may be by personal notification, press advertisement notices in branches, on the Bank website or any other such method deemed appropriate.

## 12 Right of Set Off

We may use any credit balance on any account you hold with one of our offices or branches, to pay any amount (or part of any amount) you owe under any loan or overdraft, where there has been a default in payment (where a payment due has not been made). We will give you at least 14 days notice if we intend to do this for the first time.

For the purposes of taking advantage of any rights under this clause, or any rights under the general law, we can convert or transfer all or any part of the credit balance in your account into another currency, and apply an exchange rate which, in our opinion, fairly reflects the current rates.

In these terms and conditions, 'rights under the general law' means any right to set off, combine accounts, lien (to keep hold of any property until you have paid a debt), or similar rights we have under any law.