

These terms and conditions apply to any First Trust Bank Fixed Rate Saver 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 p.l.c., 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 June 2017.

Your agreement with us for your Fixed Rate Saver ("Account") consists of these terms and conditions (as changed from time to time in accordance with condition 15 below) and the following additional terms and conditions:

- any terms and conditions implied by law in the banker-customer relationship (except to the extent they conflict with these terms and conditions);
- the application form completed by you when applying for your Account ("Application Form");
- all signing instructions in respect of your Account that you give us from time to time; and
- all other documents that are incorporated, either expressly or otherwise, into these terms and conditions or otherwise become part of our agreement with you. To the extent that there is any conflict between these terms and conditions and the provisions of the other documents, the provisions of the latter will prevail.

Copies of these terms and conditions may be obtained from your branch and on our website [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk).

Please note that there may be alternative products which have different benefits, restrictions and/or cost or income options. If you want any further information please ask at any First Trust Bank branch.

## 1 Availability of the Account

- 1.1 The Account is available to you if you are a personal customer and cannot be opened for individuals under 18 years of age.
- 1.2 You may have up to four Accounts in either your sole name or in joint names with others.
- 1.3 The Account is only available as a sterling account.
- 1.4 You may not transfer ownership of your Account to anyone else and you may not use your Account as security for any borrowings or other liability unless we permit you to do so.
- 1.5 In order to operate your Account, you must also have a suitable payment account with us so that you can make withdrawals from your Account to your payment account. You do not have to use your payment account for any purpose other than receiving funds from your Account upon maturity, Account and you will not incur any account fees when using your payment account for that sole purpose. Your payment account may be in your sole name or in joint names with others.
- 1.6 If you are registered for First Trust Bank Online Banking, you can open your Account online.

## 2 Opening your Account

- 2.1 Unless we already hold it, you must supply us with all necessary information and documentation to satisfy our obligation to identify you under legislation to combat money laundering and to fulfil other regulatory reporting obligations. We will advise you of our requirements at the time you seek to open your Account.
- 2.2 Your Account will not become operational until such time as we have received and approved this information and documentation. In advance of your Account becoming operational, you may not be able to make any lodgements to or withdrawals from your Account.
- 2.3 We may from time to time require you to update or supplement such information and documentation. If you fail to do so, we may refuse to carry out any transactions in respect of your Account, suspend or close your Account.
- 2.5 An Account opened in joint names must be opened on the basis that any one of the account holders is able to give binding instructions in respect of the joint Account. Warning: this means that funds may be withdrawn on the instructions of any one of the account holders without the knowledge or consent of the other account holders. If you are not satisfied with this you must not proceed.
- 2.6 We reserve the right to decline to open an Account.

## 3 Term of Your Account

- 3.1 Your Account will have an initial fixed term that you may choose from the options made available to you by us. The term will start on the day that the Account is opened. If you wish to re-invest your funds at the end of the term ("Maturity"), you can choose your term from the options then made available by us to you. This further term will commence on the Maturity of the previous term and subject to condition 5.6, be for such period as you choose from the options then made available by us.

## 4 Lodgements

- 4.1 You have two business days including the day of account opening to make a single lodgement to your Account. If you do not make a lodgement to your Account within that period, your Account will automatically close. Save as provided in condition 4.5, below you may not make any additional lodgements to your Account.
- 4.2 We may request evidence of your identity when you are making a lodgement to your Account.
- 4.3 We may reverse any credit made to your Account if it is not paid or is recalled by the paying bank (including when we are the paying bank) or it is returned by us due to mistake, fraud or the operation of any applicable clearing rules.
- 4.4 When you open your Account and at Maturity we will advise you of any applicable limitations and requirements on the minimum and maximum amounts that may be lodged to your Account.
- 4.5 If you want to make an additional lodgement to your Account prior to Maturity, in accordance with condition 4.6 and condition 5.5 below, you should ensure that you allow sufficient time for such lodgement to go through the clearing process. For this reason, we will not accept certain Collectible Items that cannot 'clear' within the additional lodgement period (such as international cheques, or a cheque lodged with insufficient time to clear).

We recommend that you lodge any Collectible Items to your payment or another suitable account instead, in advance of Maturity in order to allow time for the lodgement to 'clear' and make a transfer from your payment account to your Account.

- 4.6 Lodgement of cleared funds accepted to your Account prior to the applicable cut-off time on a Business Day are credited to your Account and shall accrue interest from the date of receipt of such funds. Lodgements of cleared funds posted after the daily cut-off time on any Business Day are deemed to have been received by us on the next Business Day. No interest will be paid on a lodgement credited to the Account on the date of closure.
- 4.7 Cut-off times for lodgements vary dependent on the type of payment you are instructing us to make and the method by which you instruct us. Depending on the instruction type and method, you can find the applicable cut-off time on First Trust Bank Internet Banking, via the First Trust Bank Phone Banking self-service facility or by asking a First Trust Bank Phone Banking customer service advisor.
- 4.8 In the event that the Bank should incur any costs, loss or damage in connection with the collection of Collectible Items to your Account, you agree to pay any such amounts to the Bank.
- 4.9 We reserve the right to refuse to accept a lodgement into your Account.
- 4.10 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.
- 4.11 When you have successfully lodged funds to your Fixed Rate Saver, we will issue you with an investment confirmation letter. This letter will provide you with your account details and interest related information.

## 5 Maturity

- 5.1 14 days in advance of the Maturity of your Account, we will issue you with a Pre Maturity Advice that will detail your current Maturity instruction.
- 5.2 At Maturity, you may:
  - 5.2.1 reinvest all your funds in your Account for a further term at the applicable interest rate;
  - 5.2.2 subject to retaining any required minimum balance, withdraw part of your funds and reinvest the remainder for a further term; or
  - 5.2.3 withdraw all your funds and close your Account.
- 5.3 You can change the Maturity instructions during the term of your Account, by completing the appropriate documentation and returning it to your branch by the close of business on the Business Day before Maturity. Maturity instruction amendment forms are available in our branches. You can also change your Maturity instruction using our Online Banking service.
- 5.4 The reinvestment option will be dependent upon us continuing to make your Account available at Maturity. If we decide to withdraw your Account, we will let you know and we will provide you with a reason for the withdrawal of your Account. For example, we may decide to withdraw your Account if, acting reasonably, we consider that to continue to permit it to operate would be a breach of these terms and conditions.
- 5.5 If you wish to reinvest your funds at Maturity for a further term, you may in the five Business days prior to Maturity, lodge additional funds to your Account subject to your Account balance after such lodgement not exceeding the then permitted maximum amount. Depending on the type of payment instruction you give us (for example if you make an online transfer) you may make such lodgement up to 6pm on the Business Day before Maturity.
- 5.6 If you do not give us any Maturity instructions your funds will be automatically reinvested in your Account at Maturity for a further term of the same duration or, at our discretion, a lesser duration, at the applicable interest rate.
- 5.7 After each reinvestment you have a 14 day period in which to contact us to cancel your Account. This period begins on the commencement of the new term. If you contact us within this period to cancel your Account, we will only repay you any funds you have reinvested at Maturity, but not any interest which may have accrued from the time of reinvestment. If you wish to cancel your Account, you may do so by writing to your branch.
- 5.8 Where you elect to withdraw funds at Maturity below, the funds will be transferred to a suitable payment account of your choosing. However, if the funds cannot be credited to your chosen account (if, for example, the account is closed or the details are incorrect), we will open a suitable payment account for you and transfer the funds to this new account. If this happens, we will send you the applicable account terms and conditions and an opening statement, which sets out your new account number and balance.

# Fixed Rate Saver Account

## Terms and Conditions (continued)

- 5.9 You must ensure the minimum balance is retained in your Account and that your Maturity instructions are accurate and complete. In the event your Account balance falls below the required minimum balance, we may open a suitable payment account for you and transfer all of your funds to this new account. If this happens, we will send you the applicable Account terms and conditions and an opening statement, which sets out your new account number and balance. Your Fixed Rate Saver would then be automatically closed.
- 5.10 Further, in the event that we cannot accurately execute your Maturity instructions, we may open a suitable payment account for you. If this happens, we will endeavour to execute your reinvestment instructions and transfer the remaining funds to this new account. We will send you the applicable payment account terms and conditions and an opening statement, which sets out your new account number and balance. For the avoidance of doubt, if we are unable to execute your Maturity instructions due to a conflict, inaccuracy or incompleteness in your instructions, we will transfer all funds to a suitable payment account and your Fixed Rate Saver would then be automatically closed.
- 5.11 You are responsible for ensuring the accuracy and completeness of each instruction you give us or we receive as authorised by you. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us and we may refuse to execute such instructions.
- 5.12 If you elect to withdraw all of your funds at Maturity, your Account will be automatically closed on Maturity.

### 6 Withdrawals

- 6.1 Save as provided in condition 12 below, no amount may be withdrawn from your Account during the term. At Maturity, withdrawals may be made from your Account in accordance with condition 5 above.
- 6.2 Your Account may not be overdrawn.
- 6.3 No passbook, cheque book, ATM card or debit card is issued with your Account and no standing order or direct debit facilities are available on your Account and you may not make bill payments to third parties from your Account (notwithstanding that your Account may be accessible online).
- 6.4 We may request evidence of your identity when you are making a withdrawal from your Account.

### 7 Operating your Account

- 7.1 If an incorrect amount is debited from or credited to your Account we may make any necessary correcting entry on your Account without reference to you. We may also debit any charge for dealing with an incorrect, incomplete or other payment instruction of this type to your Account.

### 8 Interest

- 8.1 The interest rate will be fixed for each term of your Account and, in the case of the initial term, will be the rate applicable at the time your Account is opened and, in the case of any subsequent term, will be fixed at the time of reinvestment. The applicable rate is set out on the statement that we will issue on Account opening, and each time you reinvest funds for a further term.
- 8.2 Details of applicable interest rates are available from our branches and on our website [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk). These are indicative only and the actual rate will be the applicable rate at the time the rate is fixed in accordance with condition 8.1.
- 8.3 Interest is calculated and accrued each day based on the balance in your Account. Interest will start to accrue when funds have been lodged for value to your Account. If a lodgement is not made at the start of the term, the interest will be accrued for less than the full term. This may result in interest applying to your Account being less than the advertised amount.
- 8.4 We will credit any interest accrued to your Account at Maturity and annually where the term is greater than one year.

### 9 Taxation of Interest

- 9.1 From the 6th April 2016 credit interest on all accounts will be paid gross (under new legislation tax will not be deducted when credit interest is paid). If your credit interest is more than your Personal Savings Allowance you may still have tax to pay.
- 9.2 We will make all disclosures and provide all information required to the HM Revenue & Customs and any other relevant authorities in accordance with applicable laws and regulations.

### 10 Statements

- 10.1 A statement will be issued to you on reinvestment, at closure, upon your request and in line with regulatory requirements.

### 11 Joint Accounts

- 11.1 If your Account is a joint Account the provisions of this condition 11 apply to all of you together as well as to each of you separately.
- 11.2 Payments from a joint Account will be made in accordance with the latest signing instructions governing the operation of the joint account. In accordance with condition 2.5 the signing instructions on your Account will be that any one of the account holders may give binding instructions in respect of the joint Account. Warning: this means that funds at Maturity may be withdrawn from your joint Account on the instructions of some but not all of the Account holders, money in your joint Account may be withdrawn or paid away or reinvested for a further term without the knowledge or consent of the other Account holders.
- 11.3 Correspondence and notices in relation to a joint Account will be sent by us to the address of the first named Account holder unless all of the Account holders direct otherwise in writing. Such correspondence and notices will be deemed to have been received by, or served upon, all of the Account holders.
- 11.4 If we become aware of a dispute between the Account holders we may cease to accept instructions in relation to your Account unless they are given by all the Account holders. However, we are not obliged to do this and we may, notwithstanding any dispute, continue for as long as we think fit to rely on the existing signing instructions.
- 11.5 We may close a joint Account acting in accordance with the existing signing instructions.

### 12 Death and bankruptcy

- 12.1 If you die your Account may continue until Maturity. In the case of a sole Account, the balance and interest will be payable on Maturity to your personal representatives. We will do this when we receive grant of probate or letters of administration or on any subsequent signing instructions. The balance and interest will be payable on Maturity to the survivor(s), on sight of a death certificate. We may also agree to close the Account prior to the Maturity date. If we agree to close the Account prior to the maturity date the balance and interest accrued will be payable to the survivor(s), without notice or loss of interest, on receipt of the appropriate documentation detailed above.
- 12.2 Notwithstanding the provisions of condition 12.1 above, if we are put on notice that there is a dispute between the surviving joint Account holder and your estate regarding ownership of any amount standing to the credit of your Account, we may cease to take or accept instructions in relation to your Account unless we receive written confirmation from both parties that the dispute is resolved. However, we are not obliged to do this and we may, notwithstanding any dispute, continue for as long as we think fit to rely on the existing signing instructions.
- 12.3 If you become bankrupt and your Account is in your sole name we will close your Account and pay the amount standing to the credit of your Account (but not any interest that has accrued) to the person administering your bankruptcy. We will do this when we receive the necessary legal documents to confirm the bankruptcy and to confirm the authority of the person administering your bankruptcy. If your Account is a joint Account, we will require the instructions of the other Account holders as well as the instructions of the person administering your bankruptcy.
- 12.4 Before making any payment in accordance with conditions 12.1-12.3 above, we may exercise our set-off rights under condition 21.4 below.

### 13 Fees and Charges

- 13.1 Fees and charges applicable to your Account are contained in the current edition of our booklet "Price List and Guide to Fees and Interest for Personal Customers" is available at any of our branches and on our website [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk).
- 13.2 We may debit your Account with all fees and charges which you are liable to pay us.

### 14 Closure of your Account

- 14.1 You may not close your Account prior to Maturity. At Maturity, if you withdraw all of your funds your Account will be automatically closed.
- 14.2 We may suspend or close your Account immediately at any time during its term if we reasonably believe that there are exceptional circumstances or by continuing to make it available:
- 14.2.1 we might be breaching a law, regulation, code or other duty which applies to us; or
- 14.2.2 we may expose ourselves to action or censure from any government, regulator or law enforcement agency.
- 14.3 If we close your Account in accordance with condition 12.1 we will pay to you all amounts standing to the credit of your Account together with accrued interest to the date of closure.
- 14.4 If we decide to withdraw this Fixed Rate Saver, we will notify you at least two months in advance of Maturity. If this product is no longer available, we will reinvest your funds in another similar fixed term product, for the nearest possible term, unless you request us to close your Account.

# Fixed Rate Saver Account

## Terms and Conditions (continued)

### 15 Changes to these Terms and Conditions

- 15.1 We may change these terms and conditions from time to time. Changes will normally be caused by:
- 15.1.1 changes in the cost of providing our services;
  - 15.1.2 changes in, or the need to conform with, general banking practice, expected or actual changes in legal, regulatory, taxation or other requirements affecting us;
  - 15.1.3 promotional reasons, system or product developments;
  - 15.1.4 the need to conduct our business in a prudent or competitive manner, or other good reasons; We may also make changes to make these terms and conditions clearer or more favourable to you or to rectify any errors identified in them.
- 15.1.5 If the change to these terms and conditions is not to your disadvantage, we may make the change immediately and tell you about it within 30 days. We will notify you of any such changes by a notice on our website, by a notice in our branches, by a notice sent to you by post, email or other electronic means or by any other means required or permitted by law.
- 15.1.6 If the change is to your disadvantage we will notify you personally at least 30 days prior to the change taking effect. Notification will be by letter or other such direct means which we consider appropriate. At any time within 60 days of the notification you will be free to close or switch your account without notice or penalty.

### 16 About you

- 16.1 We need you to tell us about any changes in circumstances, name, contact details and/or other important changes that are relevant to us. We may ask you to provide and/or confirm details of any such changes in writing (for example, by completing our change of address form).
- 16.2 If you do not keep us informed of these changes, your eligibility for your Account, the services we can offer you or how they work might be affected.

### 17 Communicating with you

- 17.1 Subject to applicable law, we may contact you in person or by phone, post or hand delivery, or by fax, email, online, or other electronic means. We are always working towards ways to make our services more convenient and flexible so we may introduce new ways to communicate with you in the future.
- 17.2 You will be deemed to have received any notice sent by us to the last address notified by you immediately upon delivery if delivered by hand and four Business Days after dispatch if sent by ordinary post. Any notice sent by fax, email or online (to your fax number, email address or online address last known to us) will be deemed to have been received by you at the time it is sent.
- 17.3 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business and that of our customers and staff and for the purposes of training our staff.
- 17.4 These terms and conditions are in English and we will only write and communicate with you in English.

### 18 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 our 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.

# Fixed Rate Saver Account

## Terms and Conditions (continued)

### 19 General

- 19.1 We shall not be legally responsible to you for breach of contract or for any loss or cost you suffer or incur because we cannot carry out our responsibilities to you due to circumstances beyond our reasonable control including, amongst other things, acts of God, fire, acts of government, war, civil commotion, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, labour disputes or the acts or omissions of our agents or any other third party.
- 19.2 We shall not be legally responsible to you if you are claiming for any loss or damage arising from any delay or refusal to carry out any instruction for a payment from your Account where we are entitled to do so in accordance with these terms and conditions or by law, or for any loss or damage you may suffer as a result.
- 19.3 None of the above will apply if we act fraudulently, with wilful default or gross negligence, or where the law does not allow us to exclude our liability.
- 19.4 We may, in addition to any other similar right we may have, at any time without notice to you, set off any credit balance on your Account (whether or not your Account has matured) against any sums which are or may become owing to us by you in any manner or on any account whatsoever. 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. We will give you at least 14 days' notice if we intend to do this for the first time.
- 19.5 If we do not exercise, or we delay in exercising, any right, power or privilege we do not thereby waive it and we may exercise it at a later date. If we exercise, in whole or in part, any right power or privilege on one occasion we may exercise it, or any other right, power or privilege, at any other time.
- 19.6 Notwithstanding any other provision in these terms and conditions, we may take whatever action we consider appropriate to meet our obligations, either in Northern Ireland or elsewhere in the world, relating to the prevention of fraud, money laundering, or terrorism and to the provision of financial and other services to persons who may be subject to sanctions. This action may include, but is not limited to, investigating and intercepting payments into and out of your Account and making enquiries to establish whether a person is subject to sanctions. This may result in a delay or failure to execute instructions received from you or in the receipt of cleared funds. You acknowledge and agree that, to the extent permitted by law, we shall not be liable for any loss, damage or other liability suffered by you or any third party which arises as a result of taking such action.

### 20 Governing Law and Jurisdiction

- 20.1 This agreement, and any non-contractual obligations arising out of or in connection with it, is governed by and construed in accordance with the laws of Northern Ireland and, for our benefit and without prejudice to our right to take proceedings before any other court of competent jurisdiction, you submit to the jurisdiction of the courts of Northern Ireland with respect to any dispute or claim arising out of or in connection with it (including any dispute or claim relating to its existence, validity or termination) or any non-contractual obligations arising out of or in connection with it.

### 21 Interpretation

In these terms and conditions:

**Business Day** means a day (other than Saturday, Sunday or a public holiday) on which we are generally open for business in Northern Ireland;

**Collectible Items** means cheques, drafts and other negotiable or non-negotiable paper items drawn on or by us or which we have to process through a clearing system or directly present to the drawee bank in order to receive payment. It can take five Business Days (UK timescale) or longer to clear a Collectible Item that is from an account in another UK financial institution. It can take considerably longer to clear a Collectible Item that is from a financial institution abroad;

Any reference to "branch" means any of our branches in Northern Ireland and the services available in such branches will only be available during branch opening hours or in any other manner we may allow;

Reference to any gender includes all genders and the singular includes the plural and vice versa (where the context allows);

Any phrase introduced by the terms "for example", "including", "include(s)", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words that come before those terms; and

Headings are for convenience only and are not to be taken into account when interpreting this agreement.

If at any time any part of this agreement is deemed to be invalid or unenforceable the rest of it will remain fully effective.

### 22 About us

First Trust Bank is a trade mark of AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.), incorporated in Northern Ireland. Registered Office 92 Ann Street BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. AIB Group (UK) p.l.c is covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000.

† Calls may be recorded. Call charges may vary - refer to your service provider.