

Terms and Conditions

These terms and conditions regulate the operation of your AA Savings Account. They are our standard terms and conditions upon which we intend to rely. For your own benefit and protection, you should read them carefully and retain them for future reference. If you do not understand any point, please ask us for further information.

These terms and conditions are broken down into the following sections:

1. Definitions
2. General Terms applicable to all Accounts
3. Product Specific Terms

Section 1 – Definitions

Some words in these terms and conditions have certain meanings (some of them may not apply to your account):

'AA' or 'The AA' means AA Financial Services Limited, a company registered in England and Wales with company number 912211 whose registered office is Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

'AA Member' means that you have arranged UK Breakdown cover (excluding Basic Breakdown Cover) with the AA and not as part of a bank, business or vehicle manufacturer partnership program.

'AA Savings Account' means an Account provided by the Bank of Ireland UK and distributed and marketed under the AA brand.

'Account' means the AA Savings Account which you, on your own or with someone else, hold with us.

'Account Holder' means the individual(s) in whose name(s) the Account is held.

'Account Number' means the 8 digit number that identifies the Account.

'Agreement' means these terms and conditions.

'Bank of Ireland UK' means Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 07022885.

'Bank Holiday' means any UK (including NI) Bank Holiday where we are not open for business for the execution of a payment transaction.

'Business Day' means any day from Monday to Friday (excluding Bank Holidays) when we are open for business for the execution of a payment transaction.

'Cleared Funds' means money credited to your Account after it has been through the relevant money transmission and clearing system, providing this is not recalled in accordance with the rules of that money transmission and clearing system.

'Credit Reference Agency' means Experian Ltd. or any replacement entity we may appoint.

'Customer Service Centre' means the service centre that will help you administer your Account.

'Cut-off time' means the latest time during any Business Day when we can process instructions and make payments or send payments from an Account. The Cut-off times for each type of transaction on the Account are set out in the Transaction Information Table.

'Email Address' means the email address we hold in our records for corresponding with you.

'General Conditions' means the terms and conditions set out in Section 2 of these terms and conditions (as may be amended from time to time).

'IBAN' means the 22 character international bank Account number, which incorporates the Account Number and codes to identify the country, bank and branch of the Account Holder.

'Introductory Bonus' means a fixed interest rate that may be applied to an Account for a fixed period. The fixed period commences from the date the Account is opened.

'Linked Account' means a UK bank or building society current account in your name(s) from which deposits to your Account are made and withdrawals from your Account are paid in accordance with Conditions 28 to 37 below.

'Losses' means any costs, claims, losses, damages, demands, fines, expenses (including, without limitation, any court costs and other reasonable legal expenses) and any other form of liability.

'Normal Working Hours' means the hours between 9am and 5pm on a Business Day.

'Payment Order' means any instruction (whether given verbally, in writing or electronically) requesting the execution of an instruction to make payment into your Account or withdraw money from your Account.

'Product Specific Terms' means the specific product terms set out in section 3 of this Agreement.

'Registered Address' means the postal address we have recorded for corresponding with you, which will be the postal address for the first named Account Holder.

'Security Information' means the User ID, 6 Digit Security Number and Account Number you will receive that will allow you to manage and operate your Account by phone or the Website.

'Security Procedures' means the personalised set of security procedures as prescribed by us from time to time that you must complete in order to execute certain types of Payment Order.

'Transaction Information Table' means the summary box of information which sets out the full range of payment transactions that apply to your Account, which can be found at the end of these terms and conditions.

'Unique Identifier' means the information we require from you in order to initiate certain payment transactions on your Account (for instance, the IBAN, Bank Identifier Codes (BIC), Account Number or sort code).

'User ID' means the 7 digit number issued to you that will allow you to manage and operate your Account via the Website.

'Variable Rate' means an interest rate which may be amended by us.

'Variable Rate Account' means an Account where a Variable Rate is paid.

'We' means Bank of Ireland UK, and references to 'us' and 'our' shall be construed accordingly. Such references will also include our successors in title and permitted assignees and transferees.

'Website' means the Website located at theaa.com/savings or such other URL as may be designated from time to time for this purpose.

'You' or 'Your' means the Account Holder whether on your own or jointly with others. If your Account is in joint names, the reference to 'you' includes each of 'you' together and separately.

'6 Digit Security Number' means the 6 digit number you will be issued that will allow you to manage and operate your Account by phone or via the Website.

Section 2 - General Terms applicable to all Accounts

Opening your account

1. We will only open an Account for you when:
 - (a) we hold a correctly completed and valid application from you; and
 - (b) we have confirmed the identity and address of all Account Holders.
2. We will need to see proof of your identity and permanent address before the account is opened. This is required by law. To do this we will usually use electronic processes and/or such other checks as we believe necessary. If we cannot check you electronically we may require you to provide us with other proof of your identity and permanent address. If you fail to provide the necessary documents, we cannot open an Account for you.
3. Until we have opened your Account and received your deposit into your Account in Cleared Funds no interest will be payable.
4. We will put a hold on your initial deposit until we have satisfactorily carried out the checks we believe necessary.
5. We can at any time:
 - (a) withdraw the AA Savings Account so that it is not available to new savers generally; or
 - (b) refuse to open an Account for you or refuse to accept any deposit. If this occurs, we will tell you unless a legal requirement means that we cannot give you the information.
6. If you are not happy about your choice of Account you may cancel it within 14 days of Account opening.
7. If you want to cancel your Account within the 14 day cooling off period, you should contact our Customer Service Centre by calling us on 0345 266 0001 or you can write to us at AA Savings, PO Box 92, Armagh, BT61 0BT.
8. If you tell us you want to cancel then we will help you switch, without charge, to another of our Accounts or we will give you all your money back with any interest it has earned.
9. This Agreement becomes binding when your Account is opened.

Account Holders

10. The Account may be held either in a sole name or in joint names with a maximum of two named Account Holders.
11. You can only open the Account if:
 - (a) you are at least 18 years of age;
 - (b) you live in the UK; and
 - (c) you intend to use the Account for your personal purposes and not for business purposes.
12. The Account is not open to trustees, charities, clubs, associations, companies, limited liability partnerships, partnerships or other business entities. You must not use the Account for business purposes.

Minimum Balance

13. Each Account has a minimum balance which will be set out in the summary box, accessed via the Website.
14. No interest will be payable on your Account in respect of any day or for any part of which the cleared credit balance is less than the minimum balance.

Initial Deposits

15. Your initial deposit must:
 - (a) be for at least the minimum balance; and
 - (b) come from your Linked Account or from another eligible AA Savings Account held in your name or the funds will be returned to the originating account.
16. No interest is payable on funds that have been sent to us other than in accordance with condition 15 and where we have returned the payment.
17. When we return funds to the originating account:
 - a) payments received by us before our Cut-off time on a Business Day, will be returned on the following Business Day, to the originating account.

b) payments received by us after our Cut-off time on a Business Day will be returned on the second Business Day, to the originating account.

18. In exceptional circumstances we may accept payment of the initial deposit by cheque drawn on your Linked Account. The cheque must be crossed 'account payee' and made payable to your full name(s) and have your name and Registered Address written clearly on the back. We will bank the cheque when we have completed our initial review of your application. We will put a hold on your initial deposit until we have satisfactorily carried out the checks we believe necessary.
19. We will not accept initial deposits in any other way.
20. You must fund your Account within 28 days of Account opening. If you fail to do so we will automatically close the Account.

All Deposits

21. All transactions relating to your Account must be in sterling.
22. We do not accept direct wage or salary payments into your Account.
23. If the value of any deposit is subsequently recalled in accordance with the rules of the clearing or money transmission system through which it was made, we may deduct it from your Account.
24. All deposits must come from your Linked Account or via internal transfer from an existing AA Savings Account provided by the Bank of Ireland UK.
25. You cannot make cash deposits to your Account.

Maximum Balance

26. The maximum permitted Account balance (excluding credit interest) is £2,000,000. Any deposit received which increases the Account balance to more than £2,000,000 will be returned to you.

Joint Accounts

27. Where your Account is in joint names:
 - a) this Agreement applies to both of you together and to each of you separately. This means that you are individually responsible for keeping to this Agreement and you are also responsible for making sure that the other Account Holder keeps to this Agreement. If one of you does not keep to this Agreement then we can take action against the other Account Holder even if they did not cause the breach or did not know about it;
 - b) other than as set out in paragraph (h), we can accept and act on the instructions of either one of you in relation to the Account. This means that we can accept instructions, make payments and allow withdrawals from the Account based on instructions from just one Account Holder even if the other Account Holder does not know about the instruction. You cannot place any restrictions on how a joint Account Holder can operate the Account;
 - c) if one Account Holder dies, any funds in the Account will automatically belong to the surviving Account Holder;
 - d) each of you will be equally entitled to all the funds in the Account and we will not be concerned as to how you divide up the funds between you;
 - e) if we have reason to believe that there is a dispute between you as to the ownership of the funds in the Account, we may freeze the Account until we are satisfied that the dispute has been resolved;
 - f) if the second named Account Holder stops being a party to the Account, the Account will remain open in the sole name of the first named Account Holder;
 - g) if the first named Account Holder stops being a party to the Account, the Account will be closed and the amount in the Account (together with any interest accrued up to the date of withdrawal), will be paid into the first and second Account Holder's Linked Accounts in the proportion agreed by the Account Holders;
 - h) we will only allow the closure of a joint Account under paragraph (g) or converting the joint Account to a sole Account under paragraph (f) following receipt of written notification from all Account Holders. If there is dispute between Account Holders on how the amount should be distributed we will apply paragraph (e).

Linked Accounts

28. Subject to condition 36, you may only have one Linked Account per Account Holder, irrespective of the number of AA Savings Accounts that you hold.
29. The Linked Account must be a UK bank or building society current account in your name(s).
30. All deposits, other than internal transfers from another AA Savings Account in your name(s), must come from your Linked Account.

31. Any deposits that are paid from a bank or building society account other than your Linked Account, or another AA Savings Account, cannot be accepted and will be returned to the originating account.
32. No interest is payable on funds that have come from an Account that isn't the Linked Account, or another AA Savings Account, where we have returned the payment.
33. All withdrawals are paid to your Linked Account or to another eligible AA savings Account in your name(s).
34. When we return funds to the originating Account: payments received before our Cut-off time on a Business Day, will be returned to the originating Account on the following Business Day. Payments received after our Cut-off time on a Business Day will be returned to the originating Account on the second Business Day.
35. You can change your Linked Account by logging into the Website or by calling 0345 2660001. Please note that, for your security, this change will not take effect for 5 Business Days.
36. During these 5 Business Days:
 - i) you can send deposits from both your old and new Linked Account; and
 - ii) all withdrawals will continue to be sent to your old Linked Account
37. After the 5 Business Days have elapsed:
 - i) all deposits must come from your new Linked Account; and
 - ii) all withdrawals will be sent to your new Linked Account.

Charges

38. You agree to pay our reasonable charges for services related to your Account or for work we are required to do specifically in relation to your Account or for any work we are required to do specifically in relation to your Account to comply with any order, requirement or ruling by any court, regulator or government body.
39. We may vary our charges from time to time. If we agree to provide any service (or if we are required to do any work) other than a standard service we will tell you in advance of any charge that you will have to pay us. We may deduct our charges from your Account. If you do not agree to the charges you can tell us and close or switch your Account. If you do not tell us or close your Account we will assume you have agreed to the charges.

Statements

40. You will receive an annual eStatement detailing the amounts of any deposits and withdrawals, any interest and the charges deducted throughout the previous year.
41. We will give you at least one eStatement each Year. We do not issue paper statements.

Your contact details

42. You must keep your contact details accurate and up-to-date otherwise you may not receive important email, letter or SMS communications from us.
43. We will contact you regarding your Account via email. The first time we identify the email has been sent to an invalid email address, we will send you an SMS notification (if we hold your mobile phone number).
44. You can update all your contact details via the Website or by calling us. We will not accept notification by fax or email.
45. For security reasons when you change your address you will not be able to do the following for 5 Business Days:
 - a) change your Linked Account;
 - b) request a reissue of your 6 Digit Security Number; or
 - c) make any withdrawals via the Website (withdrawals can still be made via phone).

Third party authority

46. You agree not to give anyone else authority over your Account except under a Power of Attorney registered in England & Wales, Scotland or Northern Ireland.
47. Only in exceptional circumstances will we accept unregistered forms of Power of Attorney or other authorities to operate your Account. Please contact the Customer Service Centre for further information.
48. You must send the original or a certified copy of the Power of Attorney to us. Both the donor and attorney will be subject to our standard checks to confirm their identity and address as stated in these terms and conditions.
49. We will not be bound to pay interest or recognise the claims of any person other than you in relation to the Account, except for a person appointed by a court.

Payment Orders

50. A Payment Order is any instruction which you give us verbally, in writing or electronically requesting the execution of an instruction to make a payment into your Account or withdraw money from your Account. Bank of Ireland UK is the provider of payment services on your Account.
51. The Cut-off time will vary for each type of Payment Order and may change from time to time. The current Cut-off times for each type of transaction are set out in the Transaction Information Table. If we receive a Payment Order:
 - (a) before the Cut-off time on any Business Day, we will treat your instruction as being received by us on the same Business Day;
 - (b) after the Cut-off time on any Business Day, we will treat your instruction as being received by us on the next Business Day;
 - (c) out of Normal Working Hours, we will treat your instruction as being received by us on the next Business Day.
52. Before we carry out any Payment Order which we receive from you we need to make sure that it is a properly authorised instruction from you and, where you are making an outgoing payment, you have provided us with the Unique Identifier. If the Unique Identifier is missing from any Payment Order then we cannot process the transaction.

53. You must take reasonable care to make sure that the information that you give us in a Payment Order is clear, correct and complete. If you give us a Unique Identifier which is not the correct identifier for the person to whom you want to send money, but we carry out your Payment Order correctly based on the Unique Identifier which you give us then we are not liable to you if the money does not reach the person to whom you wanted to send it. If this applies, we will make reasonable efforts to recover the money sent but we may need to charge you for this service. We will tell you about any charges if they apply. Payment Orders over £99,999.99 will be made by CHAPS and you acknowledge that we are under no obligation to check whether the account to which the money is being paid to can receive incoming CHAPS payments.

54. All payments you instruct us to make from your Account will be credited to the Linked Account within 2 Business Days following the date of receipt of the Payment Order. Please refer to the Transaction Information Table for further details.
55. In respect of payments into the Account (i.e. credit payments), the Account will be credited with the amount of any such payment on the same Business Day as the payment value is received by us.
56. We process all incoming payments and credit them according to the Account Number stated in the relevant Payment Order. Where the Account Number is incorrectly stated on a Payment Order, we will take reasonable steps to recover the payment but you acknowledge that we shall have no liability for the non-execution of the payment to the Account.
57. We may refuse to act on any (incoming or outgoing) Payment Order where:
 - (a) your instructions are unclear, incorrect, incomplete or if important information is missing from the instruction such as the sort code, Account Number or any other information that we need to process the transaction such as the Unique Identifier; or
 - (b) your instructions are not authorised or if our security processes mean that we need to contact you for additional identification information; or
 - (c) the payment seems unusual compared with the way in which you normally use your Account. If we think this, we may contact you for further information;
 - (d) we suspect fraudulent or unauthorised use of the Account or the Security Information connected with your Account; or
 - (e) we reasonably believe that the Account or the relevant transaction is being used for fraudulent or unlawful purposes; or
 - (f) you have insufficient Cleared Funds available on your Account to carry out the Payment Order; or
 - (g) a legal or regulatory requirement means that we cannot carry out your Payment Order; or
 - (h) we believe that there is a significant risk that you may be unable to pay any money you owe us; or
 - (i) we reasonably believe that someone else may have rights over the money in your Account. If this applies we will contact you for more information and you or we may need to ask a court what to do.

58. If we refuse to carry out a Payment Order we will contact you to tell you that we are refusing or are unable to carry out your Payment Order. We will do this as soon as we can. We will tell you in different ways depending on the type of transaction that we have refused or been unable to carry out. Further details are set out in the Transaction Information Table.
59. 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 us on 0345 2660001. If we can, we will tell you the reason(s) why we cannot carry out your Payment Order and we will tell you if there is anything you can do to put things right so that we can process your Payment Order. Sometimes we may be prevented by law from giving you this information and we can also refuse to give you this information if we reasonably consider that it would compromise the security of your Account.
60. The way in which you must authorise individual instructions on your Account is detailed within the relevant section of the Transaction Information Table. In order to protect your Account, we have designed various Security Procedures for use in connection with certain types of payment transactions which you must complete to authorise these payment transactions. Where Security Procedures apply, you will be told what the relevant Security Procedures are when you instruct us to carry out a payment transaction. We may change our Security Procedures from time to time and we will tell you about any changes.

61. If:
 - (a) you or any joint Account Holder are in breach of these terms and conditions; or
 - (b) we have reasonable grounds to believe that there is a significantly increased risk that you are getting into financial difficulties or may become bankrupt or subject to a voluntary arrangement or are, or will be unable to repay any credit; or
 - (c) we suspect fraudulent or unauthorised use of the Account or the Security Information connected with your Account; or
 - (d) we reasonably believe that the Account is being used for fraudulent or unlawful purposes; or
 - (e) we have a legal or regulatory reason then we may take steps which are reasonably necessary to restrict or suspend any of your rights to use the Account and/or to suspend or cancel your right to use the Security Information.
62. If we intend to restrict, stop or suspend use of the Account and/or the Security Information, we will try to tell you before we do so. If we cannot tell you before, we will tell you immediately after we restrict, stop or suspend use of the Account and/or the Security Information. We will also give you the reason why we are restricting, stopping or suspending use of the Account and/or the Security Information.

Restricting access to your Account

61. If:
 - (a) you or any joint Account Holder are in breach of these terms and conditions; or
 - (b) we have reasonable grounds to believe that there is a significantly increased risk that you are getting into financial difficulties or may become bankrupt or subject to a voluntary arrangement or are, or will be unable to repay any credit; or
 - (c) we suspect fraudulent or unauthorised use of the Account or the Security Information connected with your Account; or
 - (d) we reasonably believe that the Account is being used for fraudulent or unlawful purposes; or
 - (e) we have a legal or regulatory reason then we may take steps which are reasonably necessary to restrict or suspend any of your rights to use the Account and/or to suspend or cancel your right to use the Security Information.
62. If we intend to restrict, stop or suspend use of the Account and/or the Security Information, we will try to tell you before we do so. If we cannot tell you before, we will tell you immediately after we restrict, stop or suspend use of the Account and/or the Security Information. We will also give you the reason why we are restricting, stopping or suspending use of the Account and/or the Security Information.

However we do not have to give you this information or give you the reasons why if a legal or regulatory requirement means that we cannot tell you or if we reasonably think that telling you would compromise the security of your Account.

63. We will reinstate your access to the Account and we will reinstate the Security Information or provide replacements as soon as is practicable after the reason for suspending, restricting or stopping your access to the Account and/or the Security Information has ceased.

Interest

64. You can find out about our interest rates on the Website or by calling us.
65. Other than for cheque deposits, interest is payable on a deposit, in accordance with these terms and conditions from the date we receive your deposit.
66. Interest is payable on a cheque deposit up to two days from the date we receive your cheque deposit.
67. Interest is calculated daily and paid annually on anniversary of Account opening.
68. Interest will be credited to your Account.
69. Interest is calculated on the closing balance of your Account each day at 1/365 of the annual interest rate for each day. In a leap year an additional day's interest will be paid.
70. Interest is rounded to 2 decimal places.
71. Interest is calculated and payable up to the close of business the day before any withdrawal or closure.
72. If you transfer funds between your AA Savings Accounts on a non-Business Day (or outside the Cut-off time of a Business Day), interest may not start to be earned on adjusted balances until the next Business Day.

Changes to Interest Rates

73. We can increase your variable interest rate immediately without notifying you.
74. When we reduce your variable interest rate, we will notify you by email 14 days in advance of the change. We will tell you about the change in the ways set out at condition [77] below.
75. If you do not like the planned change in interest rates, then if you want to, you can switch your Account, or close it and terminate this Agreement. We will tell you about the planned change in the ways set out at condition [77] below.
76. We may increase or reduce our interest rates for any one or more of the following reasons:
 - (a) to reflect any change in our cost of funds, for example, caused by any change in market interest rates or by other factors outside of our control;
 - (b) to reflect any change in the interest rates which other banks charge in the UK;
 - (c) to ensure that the amount we receive from customers will enable us to meet any regulatory requirements that apply to us;
 - (d) to reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator;
 - (e) for any other valid economic or business reason.
77. To notify you of any change to the interest rate on the Account we will:
 - (a) update our Website; or
 - (b) email you personally at your Email Address; or
 - (c) a combination of any of the above.

Taxation

78. We do not deduct tax from your interest. You are responsible for notifying HMRC of any interest earned during a tax year and paying any tax that may be due.

Closing your Account

79. You may close the Account via the Website or by calling us.
80. If we close your Account, we will give you at least two months' notice unless we close your Account in accordance with Conditions 81 or 82.
81. We may close your Account by giving you at least 30 days' notice if:
 - (a) you cease to be resident and ordinarily resident in the United Kingdom for tax purposes or if you cease to be a beneficial owner of the funds in your Account; or
 - (b) your balance has dropped below the minimum opening balance for the preceding 12 months; or
 - (c) you have breached any of these terms and conditions; or
 - (d) 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
 - (e) we are required to do so under applicable law or regulation; or
 - (f) it is no longer economic for us to provide your Account and 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.
82. We may close your Account immediately without telling you first 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 reputational risk for us;
 - (d) we are required to do so by law, court order or other regulations
 - (e) you fail to fund your Account with at least the minimum amount of Cleared Funds within 28 days of Account opening;
 - (f) you deliberately provide inaccurate or misleading information to us.
83. If we are unable to return your balance to your Linked Account, we will attempt to send you a cheque. If we are unable to do either of these, we will close your Account and transfer the balance to an independent charitable foundation that will manage and invest it on our behalf.

You will still be entitled to the balance and can request that it is returned to you (along with any accrued interest) by calling us or writing to us.

Death of an Account Holder

84. Where one or both Account Holders dies during the life of the Account, the personal representatives of the deceased Account Holder(s) must notify us in writing and provide us with a copy of the death certificate and such other information as we reasonably require to close the Account.
85. In the event of the death of a sole Account Holder, the Account may be closed and, following receipt of such information as we reasonably require, any funds in the Account (together with any interest accrued up to the date of withdrawal) will be paid to the personal representatives.
86. For Accounts held in joint names, in the event of the death of one of one of the Account Holders, the Account will remain open and the funds will automatically belong to the surviving Account Holder.

Suspended Accounts (Variable Rate Accounts)

87. If you do not make any transactions on your Variable Rate Account for three years then we may treat your Account as being deactivated to reduce the risk of fraudulent activity. This means that we may stop sending you correspondence. In addition we may also restrict your ability to transact on your Account. To make your Account active again you will have to contact our Customer Service Centre for advice. The Account will always be your property.

Changes to our Agreement

88. We can make a change to the Agreement but only for the following reasons:
- (a) to make it easier to understand, fairer or to correct mistakes;
 - (b) to improve the service to you or make it more efficient or cost-effective;
 - (c) to enable us to comply with the law (including tax law), or regulations, or to relevant industry guidance or codes of practice, or to respond to a decision or recommendation of any court, ombudsman or regulator; or
 - (d) 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; or
 - (e) to reflect changes in financial market conditions or banking practice; or
 - (f) to reflect changes in the costs of maintaining your Account; or
 - (g) to reflect changes to the structure of our group or the persons through whom we offer our products and services; or
 - (h) for any other valid business reason.
89. For the purpose of this provision, a 'change' will include any proposed amendment, deletion or addition to the terms and conditions of the Agreement.
90. Where we reasonably believe a change is not to your disadvantage it will be applied immediately without prior notice and we may notify you of such change in accordance with condition 92.
91. For all disadvantageous changes to these terms and conditions, we will tell you about any changes at least 2 months before they take effect. We will tell you about the changes by the means set out in condition 92 and if the change is material we will notify you personally. 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. You must do this within 60 days of the date on which we first told you about the changes to the terms and conditions. You will not be charged for closing or switching your Account during the 60 day period in these circumstances. If you do not tell us that you want to switch or close your Account within the 60 day period then we will treat you as having accepted the changes with effect from the notified date.
92. We will notify you of any change by:
- (a) updating our Website; or
 - (b) emailing you personally at your Email Address; or
 - (c) a combination of any of the above
93. If we decide to add a new payment service or feature to your Account, this will not be treated as a change and any such addition will be applied immediately without prior notice.

Complaints

94. If you have a complaint, you may contact Customer Care at: AA Customer Care, PO Box 3191, Bristol, BS1 9HY. Any complaint shall be deemed to have been received by us when it is received at this address.
95. A copy of our complaints procedure is available upon request. If you have made a complaint but are still not satisfied with the response, the Financial Ombudsman Service may be able to help. The Ombudsman can be contacted (i) by telephone on 0800 0234 567 (ii) by writing to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. (iii) by emailing the Ombudsman at complaint.info@financial-ombudsman.org.uk, or (iv) by visiting the Website at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

96. The Financial Services Compensation Scheme is the UK's deposit protection scheme. Eligible deposits with Bank of Ireland (UK) plc are protected up to a total of £85,000, this is the limit applied to the total of any deposits you have with the following brands: 'Bank of Ireland UK', 'Post Office Money' and savings accounts under the 'AA Savings' brand provided by Bank of Ireland UK. Any deposits you hold above the £85,000 limit between these brands are unlikely to be covered. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

Legal Orders

97. You acknowledge that we are bound to give effect to any legal order to which we are subject and which affects your Account. You agree that you will pay us (and we may debit to your Account) any reasonable costs or expenses which we incur in complying with any such order (but subject to any provisions made by such order in relation to our costs). You acknowledge that we must abide and comply with the legal and statutory requirements of the relevant jurisdictions in which we operate.

Errors

98. If you notice that an amount has been incorrectly credited or debited to your Account you should tell us immediately. If you use funds with the knowledge that they were incorrectly transferred into your Account, we may take reasonable steps to recover the money from you (including taking legal proceedings to recover the funds due).
99. If we, or any other person, debit or credit an amount to your Account in error, you agree that: (i) we may make a necessary correcting entry to your Account without having to seek your prior approval and (ii) our total liability to you shall, be limited to remedying the error and restoring the Account to the state it would have been in had the transaction not been made.

Our Liability

100. We are not liable if we break this Agreement due to abnormal and unforeseeable circumstances outside of our control which mean that we could not avoid breaking this Agreement even though we tried not to do so. This would include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures, data processing problems and other issues beyond our control. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. As you have entered into this Agreement with us as a consumer, we are not liable to you for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.
101. Nothing in the Agreement will operate to limit or exclude our liability for any Losses where limitation or exclusion is prohibited by law.

Legal action against you

102. If we receive a notice of a fine, a court order or a court judgement against you or any other Account Holder, we may refuse to allow withdrawals or transfers from your Account until the fine is paid or the legal process comes to an end. Any fine, court order or court judgement will not prevent us from exercising any right of set-off (using money which we hold for you, or which is due to you, to pay debts you owe us) or enforcing any other 'security interest' (a right over something which we can take if debts are not paid). You are responsible for any losses, costs or expenses we have as a result of any dispute or legal action with someone else involving your Account.

Claims on your Account

103. If another person (who is not an Account Holder) makes a claim for any funds in your Account, or if we know or reasonably believe that there is a dispute involving someone else about who owns or control funds in the Account, we may:
- (a) put a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute has ended;
 - (b) 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;
 - (c) apply to the court to tell us what to do; or
 - (d) 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 the steps listed above.

General

104. Any notice we give you shall be deemed to have been received by you via email on the same day we send it to the last Email Address given to us; or via letter on the same day when delivered personally or 48 hours after it has been sent by post to you at the last address given to us; or via the Website on the same day that the Website has been updated.
105. If any part of the Agreement is found to be invalid, unlawful or unenforceable for any reason, that part will be separated from the remainder, which will continue to apply.
106. We may transfer to any other business or person any or all of our rights and/or obligations under the Agreement provided such other business or person continues to perform the obligations under the Agreement. We may do this without telling you but your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer any of your rights or obligations (in whole or in part) under the Agreement.
107. If we do not enforce, or delay in enforcing, some or all of our rights under the Agreement this will not prevent us from enforcing any such right at a later date. The fact that we allow you extra time to comply with your obligations does not mean that we cannot insist on strict application of our rights at a later date.
108. You and we agree that the only courts to have jurisdiction over any dispute relating to your Account or its operation will be:
- (a) the courts of Scotland, if your Registered Address is in Scotland at the time proceedings are commenced; or
 - (b) the courts of Northern Ireland, if your Registered Address is in Northern Ireland at the time proceedings are commenced; or
 - (c) if your Registered Address is anywhere else at the time proceedings are commenced, the courts of England and Wales.

109. Our Agreement with you is subject to the law applicable in that part of the United Kingdom (UK) in which you have your Registered Address.
110. The Agreement (and any other documents referred to within it) represents the agreement between you and us regarding operation of the Account and any amendment to this Agreement must be in writing. If there is any inconsistency between the provisions of this Agreement and any other documents referred to in it then the terms and conditions of this Agreement will prevail.
111. The Agreement is in English and all communications issued under, or in connection with, the Agreement will be in English.
112. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement which means that no third party shall be entitled to benefit from, or enforce, any of its terms and conditions.
113. We will process your application on the basis that all information that you provide us with is true and accurate to the best of your knowledge and belief.

Protecting Your Account

114. To help prevent fraud and protect the Account you must:
- (a) do everything that you reasonably can to keep your Account and your Security Information safe. For example, you should:
 - i) not write down your Security Information in a way that is recognisable on your banking documentation;
 - ii) not choose sequences of letters or numbers that may be easy to guess;
 - iii) take all reasonable care to ensure that the Security Information are not lost, mislaid or stolen;
 - (b) not use your Account for anything illegal;
 - (c) never give your Security Information to anyone unless you know who they are and why they need it;
 - (d) make sure that any joint Account Holder takes the same precautions to protect the Security Information and your Account;
 - (e) comply with any new and/or enhanced security measures we may tell you about from time to time;
 - (f) contact us about any suspicious matter or problem regarding the use of your Security Information; and if
 - (g) asked to do so, co-operate with us and the Police to investigate any unauthorised transaction. If you are asked to provide details of an unauthorised transaction that has been reported to the Police, you must do so.

Unauthorised Transactions

115. If at any time you think that:
- (a) a transaction on your Account has not been correctly carried out (for instance, if the amount of a transfer on your Account is wrong); or
 - (b) a transaction on your Account has not been authorised by you, then you must tell us without undue delay by calling our Customer Service Centre on 0345 266 0001
116. Once you have told us that you think a transaction on your Account was not authorised by you or has been incorrectly executed, we will investigate your claim. The sooner you tell us about a disputed transaction, the sooner we can start to investigate. Sometimes, we may ask you for information about the transaction to help us investigate or to cooperate with the Police or other enforcement bodies.
117. Subject to conditions 118 – 121, if a transaction made on your Account was not authorised by you, we will immediately refund the full amount of the transaction to your Account and, if necessary, restore your Account to the state in which it would have been had the unauthorised transaction not taken place.
118. We do not have to refund a transaction or restore your Account under condition 117 if any of the following apply:
- (a) you do not tell us about the unauthorised transaction within 13 months of the date on which the transaction was made from your Account;
 - (b) we can show that you did authorise the transaction on your Account;
 - (c) we can show that you acted fraudulently.
119. If the unauthorised transaction arises from the loss, theft or misappropriation of your Security Information because you failed to keep it safe, you may be liable for up to £50 of any Losses.
120. If we can show that you deliberately failed to keep safe your Security Information or you failed to keep safe your Security Information because you were grossly negligent, then you may be liable for all losses in respect of an unauthorised transaction up to the time that you tell us that your Security Information have been lost, stolen or could be misused by someone.
121. You will be liable for all losses in respect of an unauthorised transaction if we can show that you acted fraudulently.

Incorrect transactions

122. If we do not carry out a payment transaction correctly, then we will, without undue delay, refund the full amount of the transaction and, if necessary, restore the Account to the state in which it would have been had the transaction not taken place.
123. We do not have to give you a refund for an incorrect transaction or restore your Account under condition 138 if any of the following apply:
- (a) you do not tell us about the incorrect transaction within 13 months of the date on which the transaction was made from your Account;
 - (b) we carried out the correct transaction based on the payment information which you gave us, but the payment information which you gave us turned out to be wrong;
 - (c) we can show that the money was actually received by the bank of the person to whom you wanted to send money, in which case the other bank is liable.

124. If we can show that we acted correctly on the information that you gave us, but your information was wrong then we will make reasonable efforts to recover the amount of the transaction. We may need to charge you if we do this and we will tell you before we charge you.
125. We can take from your Account the amount of any refunds (if any) paid to you where, upon further investigation, it is subsequently established that you are not entitled to a refund. There is no right to a refund where consent for a transaction has been given directly to us if there is not enough money in your 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 reasonable fees, charges or expenses that we have incurred.

Website

126. The balance on an Account on the Business Day you access the Website, is the balance at the close of business on the previous Business Day and includes all debits and credits made during the previous Business Day. It may not show all debits and credits that are in progress and which have not yet reached our system.
127. Any Account balance available through the Website is for information only and may be subject to adjustment as transactions progress through the clearing and payment system. If you need to rely on a balance please ask our Customer Service Centre to confirm in writing.
128. While we take reasonable security precautions the nature of communication by the internet is such that we cannot guarantee the privacy or confidentiality of information relating to you passing over the internet. You use the Website at your own risk.
129. You will have to use your Security Information to access the Website.
130. We will take reasonable steps to ensure the service is provided to a good standard. However, you accept that it is not currently technically possible to provide an internet service without interruption or downtime.

Section 3: Product Specific Terms

Easy Saver Terms - To be read in conjunction with Section 2, (general conditions). If there is a conflict between the general conditions and these Easy Saver conditions, the Easy Saver conditions will take priority.

Subsequent deposits

- i. You can make subsequent deposits into your Account at any time by electronic payment from your Linked Account or internal transfer from an eligible AA Savings Account held in your name(s) (subject to terms and conditions of that account).

Withdrawals

- ii. There are no notice periods or charges for withdrawals. Please refer to the 'Transaction Information Table' for more details.
- iii. All withdrawals, including closure, can be made via the Website or by phone and will be sent by electronic payment to your Linked Account.
- iv. You need to have sufficient Cleared Funds in your Account to make a withdrawal (including when you close the Account).

Interest

- v. This is a Variable Rate Account. If the Account that you apply for offers an Introductory bonus for 12 months from Account opening - this will be detailed in the summary box for the Account, which can be found by visiting the Website.

Member Saver Terms - To be read in conjunction with Section 2, (general conditions). If there is a conflict between the general conditions and these Member Saver conditions, the Member Saver conditions will take priority.

Account Holders

- i. The Account is exclusively available to AA Members. In the case of a joint account, we only require one holder to qualify as an AA Member. If we identify that you are no longer an AA Member, we reserve the right to close your account.

Subsequent deposits

- ii. You can make subsequent deposits into your Account at any time by electronic payment from your Linked Account or internal transfer from an eligible AA Savings Account held in your name(s) (subject to terms and conditions of that account).

Withdrawals

- iii. There are no notice periods or charges for withdrawals. Please refer to the 'Transaction Information Table' for more information.
- iv. All withdrawals, including closure, can be made via the Website or by phone and will be sent by electronic payment to your Linked Account.
- v. You need to have sufficient Cleared Funds in your Account to make a withdrawal (including when you close the Account).

Interest

- vi. This is a Variable Rate Account. If the Account that you apply for offers an Introductory bonus for 12 months from Account opening - this will be detailed in the summary box for the Account, which can be found by visiting the Website.

Transaction Information Table

Transaction Type	Debit	Credit	Cut-off Times for Instructions	Unique Identifier	Authorisation Required	Withdrawal of Authorisation	Limits	Execution and Debit / Credit Value Times	Notification of Refusal to Execute
In-house transfers (i.e. transfers to another AA Savings account administered by Bank of Ireland UK)	✓	✓	If we receive your instructions before 5pm on a Business Day, we can make the transfer on the same Business Day. Instructions received after 5pm will be processed on the next Business Day	We require: (1) your Account Number and sort code; (2) the payee's account name, account number and sort code; (3) an appropriate reference to identify the payment	Successful completion of the Security Procedures relevant to the channel in which you are making the transaction	You may withdraw your authorisation at any time up until the transaction has been processed	There are no limits on the number or value of transfers that you can make to other Bank of Ireland UK accounts provided there are sufficient Cleared Funds for us to process the payment on demand	Inbound transfers are credited to your Account immediately and we will start paying interest immediately. Outbound transfers are debited from your Account immediately and we will stop paying interest from the Business Day on which the funds are debited	In writing
Electronic payments (incoming payments)		✓	The originating Bank or Building Society will have provided you with details of their cut-off times	You will be required to give your sort code and Account number to the originating bank or building society	Successful completion of the Security Procedures relevant to the channel in which you are making the transaction	You may withdraw your authorisation as stipulated by your originating Bank or Building Society	There are no limits on the number or value of transfers that you can make	Credited to your Account on the same Business Day on which the funds are received by us	In writing
Electronic payments (outgoing immediate payments)	✓		If we receive your instructions before 5pm on a Business Day, we can make the payment on the same Business Day. Instructions received after 5pm will be processed on the next Business Day	We require: (1) your Account Number and sort code; (2) the payee's account name, account number and sort code; (3) an appropriate reference to identify the payment	Successful completion of the Security Procedures relevant to the channel in which you are making the transaction	You may withdraw your authorisation at any time up until the transaction has been processed	All withdrawals are subject to sufficient Cleared Funds being available for us to process the payment request. There are no limits on the value of transactions requested online. Telephone requests are subject to a £50,000 daily limit.	Debited from your Account immediately we will stop paying interest from the Business Day on which the funds are debited. The payee's bank will receive the funds within 2 Business Days	Notification of refusal will be communicated by the same method as you requested the payment transaction

AA Privacy Notice

We're The AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data.

We have a dedicated data protection officer. You can contact the DPO by writing to the above address for the attention of the Data Protection Officer or by using the using the contact details in your policy documents.

Our full privacy notice is available at - <https://www.theaa.com/privacy-notice-financial-services>

Personal information that we'll process in connection with all of our products and services, if relevant, includes - personal and contact details, Your date of birth, gender, details of beneficiaries and family members, Records of your contact with us, products and services, usage of our products and services, vehicle information, telematics and driving information (if relevant), information about your use of products of services held with our business partners, Information we obtained from third parties, Personal information which we obtain from Credit Reference and Fraud Prevention Agencies, fraud, debt and theft information, criminal records information, information about your health or if you are a vulnerable customer; Information about your property, financial details about you, Information about your employment status; Information about your property occupier status, your marital status, family, lifestyle or social circumstances, Information we buy or rent from third parties, insights about you and our customers, third party transactions, and tax information.

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates or beneficiaries.
- Information generated about you when you use our products and services;
- From a broker or other intermediary
- AA Group companies,
- Business partners;
- From other sources such as Fraud Prevention or Credit Reference Agencies or other lenders (if relevant to the product), and
- We buy or rent information about you or customers generally from third parties.

We use your personal data for purposes including the following:

- Assessing an application for a product or service you hold with us.
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To operate and improve the operation of our business and our business partners;
- To carry out checks at Credit Reference and Fraud Prevention Agencies;
- To monitor and to keep records of our communications with you and our staff (see below);
- Assessing and profiling aspects of your vehicle
- For direct marketing communications and related profiling
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information with business partners to provide our products and services or operating our business;
- To facilitate the sale of one or more parts of our business; and
- To enable other AA group companies to perform any of the above purposes.

We rely on the following legal bases to use your personal data:

- 1) Where it is needed to provide you with our products or services.
- 2) Where it is in our legitimate interests to do so, such as:
 - a) Managing your products and services
 - b) To perform, test the performance of, our products, services and internal processes;
 - c) For management and audit of our business operations including accounting;
 - d) To carry out searches at Credit Reference Agencies
 - e) To carry out monitoring and to keep records of our communications with you and our staff (see below);
 - f) For market research and analysis and developing statistics;
 - g) For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post, social media and digital channels (for example, using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers ("Member Benefits") as well as to any other offers and advice we think may be of interest;
 - h) to provide insight and analysis of our customers to business partners;
 - i) For some of our profiling and other automated decision making; and
 - j) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our legal obligations.
- 4) With your consent or explicit consent.
- 5) For a public interest.

We may share information with the following third parties for the purposes listed above:

- AA Group companies and service providers;
- Business partners and account beneficiaries
- Governmental and regulatory bodies;
- Other organisations and businesses who provide services;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

Where we're relying upon your consent, you can withdraw this at any time by contacting us using the contact details in your policy documents.

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place unless certain exceptions apply.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above.

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. For full details, please see our full privacy notice.

We kept personal data for as long as we have reasonable business needs, to provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or in line with legal and regulatory requirements or guidance.

You have certain rights under data protection laws. Some of these only apply from May 2018:

- The right to have your personal information corrected;
- The right to object to certain processing of your personal information;
- The right to restrict processing of your personal information;
- The right to have your personal information erased
- The right to request access to your personal information;
- The right to move, copy or transfer your personal information
- Rights in relation to automated decision making.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws: <https://ico.org.uk/>.

You can exercise these by using the using the contact details in your policy documents.

You have the right to object to certain data uses. You can contact us using the contact details in your policy documents to use these rights.

Changes to this policy

We may change this policy from time to time. We encourage you to check this policy for changes whenever you revisit our website

– <https://www.theaa.com/>