

General Savings Terms and Conditions

The finer details

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1. Who we are and contacting us

We want you to know that your money is being kept safe and secure, and that means knowing a bit more about who we are and how we operate.

- Your AA Savings Account is provided by Bank of Ireland (UK) plc.
- You can find out more detail about Bank of Ireland (UK) plc. by visiting www.bankofirelanduk.com
- You can find out more about us at theAA.com

2. The importance of our Terms & Conditions

Terms and conditions are never the most exciting of reads, but they're important as they set out our responsibilities to you and your responsibilities to us.

We recommend that you carefully read through these general savings terms and conditions, the summary box, the transaction information box and the key product information document relating to your savings account, as all of these documents together form your agreement.

Where there are differences between the documents, the key product information document should be relied upon. This agreement becomes binding when your account is opened.

3. About your linked account

When you open or hold a savings account with us, you'll need to have a UK bank or building society current account linked to it. This is known as your linked account.

Sole savings accounts - the linked account must be in your name only.

Joint savings accounts - the linked account can be a current account in the first applicant's name only. Or, it can be a joint current account, as long as the first applicant is also named on the joint current account.

You can change the linked account by logging into the online servicing site or by contacting the customer service centre via the Contact Us page on our website. To protect the security of your account, the change will not take effect for five business days. During this period, deposits can be received from both your new and your old linked account and all withdrawals will continue to be sent to your old linked account. After the five business days, all deposits and withdrawals will come from and go to your new linked account.

If you change or close this current account and don't tell us, it may delay or prevent your transaction from going through. We're not responsible for any loss if that happens.

4. Opening your new savings account

It's important that we get this right for you, so we'll only open and activate an account for you when:

- we've received a fully completed application from you;
- we've received at least the minimum amount of cleared funds required to open the account;
- we've confirmed the identity and address of all account holders - if we can't do this electronically, we may ask for further evidence; and
- you've provided details of a UK bank or building society account in your name(s), and it's been linked to your savings account.

If we're unable to open and activate an account for you, we'll make sure that if you've made a deposit, it's returned to you within 28 calendar days of that decision, without any interest. We'll then provide you with confirmation of the deposit and the date that your account was opened. The rates on offer can change at any time.

For fixed term accounts, the rate you receive applies to the term you select and what's on offer when we receive your application.

If you change your mind on any of our accounts, you'll need to contact us within 14 days of your account being opened. We'll help you switch to another one of our savings accounts free of charge or, if you'd prefer, return your funds with any interest they've earned.

Who can open and hold a savings account with us?

The account is only available to individuals who are resident in the United Kingdom and who are the beneficial owners of the funds. This means that the money in the account must belong to the account holders. The account is not open to trustees, charities, clubs, associations, companies or other business entities.

The account may be held in either a sole name or in joint names. Where an account is held in joint names, and the applicants hold different addresses, the first named applicant's address will be registered on the account. For joint accounts, you're both liable, individually and together under your agreement, with each of you being equally entitled to all the funds in the account. We'll accept instructions from either of you.

However, if we believe there's a dispute between you regarding the ownership of the funds in your account, we may freeze your account. This means, you won't be able to make any withdrawals or deposits until we've received evidence regarding the ownership of the funds that satisfies us, or until both of you have confirmed in writing that the dispute has been resolved.

5. Keeping your account secure

To help protect your account and prevent fraud, it's essential that you follow these security safeguards:

- commit your security credentials to memory and destroy/delete the notification immediately;
- don't write your security credentials down, print or record them; and take steps to keep them secret at all times;
- never allow anyone else to use them, unless they're acting on your behalf as your attorney or as an authorised third party. Please refer to the "Operating your account" section for further information;
- monitor your account on a regular basis for unexpected transactions;
- keep receipts and statements safe and dispose of them securely (for example, by shredding them);
- never respond to communications asking for your security information; and
- make sure the anti-virus, anti-spyware and other security processes are up-to-date on your devices.

If you know or suspect that someone else knows your security credentials, or you notice an unexpected transaction, call the customer service centre immediately via the Contact Us page on our website. Please note that calls may be recorded.

If we find that you've acted fraudulently in relation to your account, you'll be liable for all losses. If you act without reasonable care and losses are caused, you may be liable for them. We may decide that you've not acted with reasonable care if you fail to follow the security safeguards set out above, or elsewhere in your agreement.

6. Operating your account

It's really important that your contact details and linked account details are correct and kept up-to-date. Your contact details must include a secure email address, correspondence address (where you can receive mail securely) and phone number.

If you change any of your contact details or the current account that you use as your linked account, you must tell us as soon as possible, either, by logging into the online servicing site and amending them there, or by calling the customer service centre via the Contact Us page on our website.

For security reasons, when you change your address you won't be able to do the following for five business days; change your linked account; request a reissue of your six digit security number or make any withdrawals over the internet – however, withdrawals can still be made by phone.

Making deposits and withdrawals

- all deposits into your account must be in pounds (£) sterling;
- we don't accept direct wage, salary, pension or benefit payments of any kind into your account;
- we don't accept deposit payments from a business account;
- any deposit received which increases the account balance to more than the maximum permitted balance (as stated in your account's key product information document) may be returned to you;
- all deposits into your account, including the initial deposit, must come from your linked account or via an internal transfer from an existing AA savings account that is provided by Bank of Ireland (UK) plc.

You must have enough cleared funds in your account to make a withdrawal.

Your account's key product information document and transaction information box provide specific details about how deposits and withdrawals are made on your account, and the time they take to be processed.

Allowing someone else to access or manage your account

You must not give or share any of your security credentials with anyone else unless they're acting on your behalf, either as your attorney or, as an authorised third party under a third party mandate registered on your account.

If you wish to register an attorney on your account, you'll need to provide us with an Enduring Power of Attorney or Property and Financial Affairs Lasting Power of Attorney which is registered with the Court of Protection. A person registered on your account as your attorney is able to operate your account on your behalf.

If you don't have an attorney, but you wish to register authority for a third party to be able to act on your behalf, you should complete a third party mandate which is available online at theAA.com or by calling the customer service centre via the Contact Us page on our website. The third party mandate also explains what a third party can and cannot do on your behalf, as they don't have the same legal rights as an attorney.

There may be other circumstances where we'll allow others to act on your behalf, for example, in a crisis situation such as an accident or illness, where we wouldn't reasonably expect you to contact us directly. In this situation, your representative must contact us in advance of acting on your behalf and we'll agree any authority they may have on a case by case basis. We'll advise at the time of asking what documentation we require.

7. Account information and statements

For variable rate accounts, we'll make a statement available at least once a year. This will show the amounts of any deposits and withdrawals, the amount of any interest, and the charges deducted throughout the previous year. You can access statements by logging into the online servicing site at theAA.com.

We don't provide paper statements.

Please note that the balance may not be completely up-to-date. For example, it may not include some transactions that are being processed, or interest you've earned on your account that hasn't been paid yet.

8. Earning interest on your account

You can find your interest rate, including any introductory, bonus or tiers, by logging into the online servicing site at theAA.com or by calling the customer service centre via the Contact Us page on our website.

Interest is calculated and paid up to the end of the business day before a withdrawal or account closure. Interest is paid gross without the deduction of tax. We don't require account holders to tell us they're non-tax payer(s).

We won't pay interest on your account for any day, or part of a day, where the cleared balance falls below the minimum permitted balance on your account. If you transfer funds between your eligible accounts on a non-business day (or outside the cut-off time of a business day), interest adjustments will take effect from the next business day.

The minimum permitted balance, further information about how and when your interest is calculated and paid on your account, and details of the cut-off times, are provided in your account's summary box, key product information document or transaction information box.

Please note, if your account allows you to choose where and how often your interest is paid, this can't be changed after you've opened the account, unless it is stated otherwise in your account's key product information document.

9. Charges we may make to your account

When you open an account, you agree to pay our reasonable charges for servicing your account. These charges may vary as displayed in the changes to your account section, below. We may deduct our charges from your account but we'll let you know in advance of any charge that you'll have to pay.

10. Changes to your account

We can make changes to the variable interest rate, the terms of your agreement and/or our charges, but only in the following situations:

Reason for the change	What we can change		
	Variable interest rates	Changes to your agreement	Charges payable to us
if we need to meet any regulatory requirements, guidance, code of practice, decision or recommendation of any court, ombudsman or regulator, or any change in the law;	✓	✓	✓
if the Bank of England Base Rate changes, or we have good reason to believe it will;	✓		
to reflect any changes in Bank of Ireland UK's costs of providing funds (for example, caused by a change in market interest rates);	✓	✓	✓
our method of doing business changes, including the introduction of new technology or the advancement or change in our use of technology;	✓	✓	
to reflect any change in the costs of providing your account, or if similar accounts change or are reasonably expected to change;	✓	✓	
for any other valid reason not set out in the agreement, if it is reasonable for us to pass on the change to you;	✓	✓	✓
to make them easier to understand, fairer or to correct a mistake; or		✓	✓
to improve our service to you or make it more efficient or cost-effective.		✓	✓

The amount of advance notice we'll give you for the changes

Type of change	The amount of advance notice provided, when the change is;	
	To your advantage	To your disadvantage
for interest rate changes	at time of change or after	a minimum of 14 days in advance (plus your account's notice period if it has one)*
changes to your agreement (including charges)		2 months in advance (plus your account's notice period if it has one)*

We won't normally give notice of an interest rate change, if your account balance is below £100.

*If applicable, your notice period will be set out in your key product information document.

Communicating changes to you

When telling you about a change, we'll use any combination of the following to do so: placing notices on our website, by email, text message, secure message functionality or any other appropriate method of communication. Where the change being made is a material change to your disadvantage, we'll notify you personally in advance.

Where your account has an advance notice period, if you choose to close your account as a result of a change that's to your disadvantage, you can do so without penalty (including any breakage charge), except for any charges that may have already accrued on your account. If we don't hear from you by the date we tell you, we'll assume you're happy with the change. If your account has an advance notice period or a breakage charge, this will be set out in your account's key product information document.

New payment services or features (including security or digital features) won't be treated as a change and may be applied immediately without notifying you. An accidental error or omission in telling you about a change to your agreement does not invalidate the change.

11. Closing your account

For easy access accounts, you may close the account at any time. You can do this by logging into the online servicing site at theAA.com or by calling the customer service centre via the Contact Us page on our website.

We'll only allow you to close a fixed term account during its fixed term under exceptional circumstances. By exceptional circumstances, we mean an event outside your control, and one that you would not have reasonably foreseen when you opened the fixed term account. For example, a house purchase would not normally be classed as an exceptional circumstance.

Any account closure we allow during the term or outside of any notice period may be subject to a breakage charge. The way the breakage charge is calculated will be fully explained to you at the time of your request, and could mean that you get back less than you originally deposited. If your account has a fixed term or notice period, it'll be set out in your account's key product information document.

We may close your account by giving you at least 30 days' notice if:

- you're no longer a resident in the UK or you're no longer the beneficial owner of the account funds;
- your account falls below its minimum permitted balance, and/or hasn't been used in the last 12 months;
- you've breached any terms of the agreement;
- continuing your account would cause us to breach the requirements of any relevant judicial, regulatory or governmental body or would cause us significant difficulty or cost in meeting those requirements;
- we're required to do so by law, court order or other regulations;
- it's no longer economical for us to provide your account and/or (where it is practical to do so) we offer you a similar account either with us or with another bank or building society;
- you share, or allow someone else to use, your security credentials, unless they're acting as your attorney or authorised third party and this is registered on your account; or
- you don't provide a suitable linked account and/or email address.

We may extend the 30 days' notice period, if we deem it appropriate to do so.

We may close your account immediately (or not open an account for you) if:

- you deliberately provide inaccurate or misleading information to us;
- we can't confirm your identity;
- the security of your account has been compromised;
- we suspect fraud or other criminal or unlawful activity;
- you're in material or persistent breach of your agreement;
- your account is being used for a purpose or business with which we don't wish to be associated;
- we're required to do so by law, court order or other regulations; or
- you've acted without reasonable care in conducting any business with us.

We may close your account for any other reason by giving you at least two months' notice, unless your account is a fixed term account within its fixed term.

Death of an account holder

When a sole account holder dies, their representative must notify us. We'll then advise what documentation is required to close the account.

For a joint account, where one of the account holders dies, the surviving account holder must notify us. Where both account holders die, the representative(s) of the account holders' estate(s) must notify us. In both cases, we'll advise what documentation is required to close the account (where applicable).

If it's agreed by the relevant parties, we may allow a joint account to continue in the name of the surviving account holder, or in the names of the deceased and the surviving account holder.

We won't apply a breakage charge on any of our accounts, under these circumstances.

Maturity and bonus expiry

For fixed term accounts, the fixed term will begin when the account is opened and mature at the end of your selected term.

We'll contact you before your fixed term account matures or your bonus expires (if your account has one), to explain what will happen at maturity or bonus expiry. We may also offer you the opportunity to reinvest in a new account and/or deposit additional funds.

12. Deactivated accounts (variable rate products)

If you don't make transactions on your account for three years, or if the balance falls below the minimum permitted balance, then we may deactivate your account. This means you'll no longer be able to make transactions on your account. We'll let you know in advance if this is the case, and tell you how to prevent it.

If you don't respond in the timescales we tell you, your account may be deactivated and we may also stop providing account related information.

You can reactivate your account by contacting us. As part of the reactivation process, we may have to undertake an identity check with a credit reference agency, but this will not impact your credit rating. Even when deactivated, the account will always belong to you and the balance will continue to earn interest at the applicable rate.

13. The small print

If any part of the agreement is found to be invalid, unlawful or unenforceable for any reason, that part will be separated from the rest, which will continue to apply. If we choose to not enforce our rights or decide to give you more time, it doesn't stop us from enforcing them at a later date.

The Contracts (Rights of Third Parties) Act 1999 doesn't apply to this agreement. This means that third parties can't benefit from, or enforce, the terms and conditions.

You agree that the only courts to have jurisdiction over any dispute relating to your account or its operation will be; (i) the courts of Scotland if you live in Scotland, (ii) the courts of Northern Ireland if you live in Northern Ireland, (iii) or the courts of England or Wales if you live anywhere else, at the time proceedings are commenced.

Our agreement with you is subject to the law applicable in that part of the United Kingdom in which you live. The agreement is in English and all communications issued under, or in connection with, the agreement will be in English.

We may transfer any or all of our rights and/or obligations under the agreement to any other business or person, as long as they continue to perform the obligations under the agreement. We may do this without telling you, but your legal rights won't be affected and your obligations won't be increased as a result. You may not transfer any of your rights or obligations (in whole or in part) under your agreement.

Nothing in these terms and conditions allows you to go overdrawn. If your account does become overdrawn, we'll take all reasonable steps to recover the funds, and any costs incurred in doing so, from you. Unless becoming overdrawn is due to an error on our part or an unauthorised transaction (see below).

Restrictions on the use of the account

Without giving prior notice, we may refuse to accept or process any transaction; or suspend, restrict or terminate your, or any account holder's right to use the account if:

- we reasonably suspect fraud or any other potentially criminal activity, or that the account is being used to facilitate activities which we wouldn't want to be associated with;

- we need to comply with any legal or regulatory obligation; or
- we've any other justifiable reason for doing so.

If we take any of these steps, we may contact you (as long as we're not prohibited from doing so) and we'll be entitled to take any reasonable steps to carry them out.

Errors

Sometimes mistakes happen, and if it's our fault, we're really sorry.

It's important you notify us immediately if you notice an error has been made on your account, so that we can resolve it as soon as possible. If we become aware that we, or any other party, have deposited or withdrawn an amount from your account in error, you agree that we may make the necessary correction, without having to seek your approval. Where funds are taken from your account in error, our liability to you is limited to the equivalent amount, unless otherwise stated.

If you use funds that have been incorrectly deposited into your account, we may take steps to recover the funds from you. If you don't return the funds when asked to, we'll take them directly from your account along with any reasonable costs that we incur.

Unauthorised transactions

If you become aware of a transaction on your account that hasn't been executed correctly, or wasn't authorised by you, you must notify us without undue delay by calling the customer service centre via the Contact Us page on our website. You may not be entitled to a refund from us, or other forms of redress, if you don't notify us promptly. If you notify us more than 13 months after the transaction, you won't be entitled to any form of refund or redress.

In order to assist with our enquiries, we may ask you for further information; your query to be put in writing; or that you cooperate with the police or other enforcement agencies.

If the transaction was incorrectly executed by us, we'll refund the full amount. If the transaction wasn't authorised by you, we'll also refund the full amount, unless you've acted fraudulently or failed to protect the security of your account. For example, you don't tell us promptly that your security credentials have been lost or stolen.

If you've failed to protect the security of your account or acted fraudulently, you may be liable for the unauthorised transaction and for any associated losses or costs we've incurred.

If we make a refund and then after further investigation, discover that you're not entitled to that refund, we can claim the refund back from you along with any fees, charges or expenses incurred. This can be directly from your account or by taking any reasonable steps, including legal proceedings.

Our liability

We're only liable for losses you incur in relation to your account where we, or our agents, have made an error, or haven't done something we should've done under the agreement; except where:

- it's due to circumstances beyond our reasonable control (for example, a civil disturbance, strike or industrial action), or external environmental factors (for example, a pandemic);
- we're prevented from providing banking or payment services due to circumstances beyond our reasonable control (for example, acts of terrorism, failure of power supplies or third party systems);
- your instructions weren't clear; or the information you provided was incorrect or incomplete; or
- you failed to keep your contact or linked account information up-to-date.

In corresponding with us, you accept that post, online servicing, email or any other forms of communication may be intercepted and we're not liable for any losses suffered by you, as long as we've taken reasonable security precautions.

You also accept that occasionally our services may be interrupted due to planned maintenance or circumstances beyond our reasonable control.

There's nothing in the agreement that's meant to limit or exclude your legal or consumer rights.

We'll only be liable for direct losses incurred by you, and not for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.

Legal action against you and claims on your account

If we receive a claim on your account, for example, a court order or someone taking legal action to recover funds they

believe belong to them, we may:

- stop withdrawals and deposits on your account until the matter is resolved;
- send the funds to the person we believe is legally entitled to them, or transfer the funds to your linked account;
- continue to rely on the current records we hold about you;
- apply for a court order; or
- take any action we feel is necessary to protect us.

If we've acted reasonably, we'll not be liable to you for taking any of these steps.

You'll be responsible for any losses, costs, or expenses we have as a result of any dispute or legal action with someone else involving your account.

14. Enquiries and complaints

All enquiries with regard to your account should be directed to our customer service centre via the Contact Us page on our website.

If you have a complaint, we want to know, so we can try to resolve it for you. In the first instance you should contact the customer service centre, by calling or writing to us, where you can also request full details of our complaints procedure.

If you've made a complaint but are still not satisfied with the response, the Financial Ombudsman Service may be of assistance and they can be contacted at The Financial Ombudsman Service, Exchange Tower, London E14 9SR. on 0800 0234 567 or by email at complaint.info@financial-ombudsman.org.uk.

Thank you for taking the time to read these general savings terms and conditions. We recommend that you also read your account's key product information document, transaction information box and summary box, as all these documents together form your agreement.

