



# Application Form for a Fixed Term Deposit Account with Allied Irish Bank (GB)

(For Modular iSIPP, iSIPP, Partnership SIPP, Private Client SIPP and Wrap SIPP only)



## Application guide

Please complete sections 1 to 4 (or 5, if applicable), of this form in BLOCK CAPITALS and black ink and return it to James Hay Partnership using one of the following methods:

**Fax** – sent to 03333 206 342 (or 0044 1722 338588 if faxing from outside the UK)

**Post** – sent to James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

**Secure Message** – sent as an attachment to a secure message via your James Hay Online account.

If you need any help to complete this form, please call your Service Executive Team or our general enquiry number on 03455 212 414.

## 1 Your details

Applicant to complete

Client name

Country of residency

Address

  
  


Postcode

Date of birth

       

Nationality

Dual nationality (if applicable)

Names also known as

SIPP number

## 2 Amount of deposit for this account

Applicant to complete

Deposit amount

 £  
 (minimum £25,000 per account)

James Hay Partnership will arrange for the funds from the SIPP Bank Account to be moved to this new account.

## 3 Term of deposit

Applicant to complete

Please indicate the term of deposit option you would like to apply for:

☐ 12 Month

**Please note terms of deposit are subject to change. Please check which terms are currently available by visiting our website at [www.jameshay.co.uk](http://www.jameshay.co.uk), before submitting this form.**

## 4 Declaration

Applicant to complete

I/we instruct James Hay Partnership to open a Fixed Term Deposit Account with Allied Irish Bank (GB) (The Bank) and I/we have read and agree to the Terms and Conditions under which it will be operated.

I/we accept that the terms of this offer are available to new or existing James Hay Partnership clients subject to a minimum deposit of £25,000.

I/we have understood the extent of the compensation provided by the Financial Services Compensation Scheme (FSCS) in the event that Allied Irish Bank (GB) are unable to meet their financial obligations under the Agreement and that levels of protection under the FSCS can vary over time.

I/we confirm receipt of the enclosed FSCS Information Sheet and Exclusions List.

### Either: Client

Signature

Date

       

### Or: Financial Adviser (on behalf of the Client)

Signature

Date

**5 Declaration - Please only complete this section if you are investing through a Partnership SIPP**

Applicant to complete

I/We agree and accept that this account will be established only in the name of James Hay Pension Trustees Limited and will not be held under joint trusteeship.

I/We have understood the extent of the compensation provided by the Financial Services Compensation Scheme (FSCS) in the event that Allied Irish Bank (GB) are unable to meet their financial obligations under the Agreement and that levels of protection under the FSCS can vary over time.

I/We confirm receipt of the enclosed FSCS Information Sheet.

Client signature

Date

D	D	M	M	Y	Y	Y	Y
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**6 Account opening details**

James Hay Partnership to complete

Name to be opened in

Designation number

**7 Account opening details**

James Hay Partnership to complete

Please pay the deposit, together with accrued interest, to the following bank account held in our name:

Name of bank/building society

Account name

Sort code

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Account number

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Payment reference

**8 James Hay Partnership declaration**

James Hay Partnership to complete

We wish to open a Fixed Term Deposit Account with Allied Irish Bank (GB) (the 'Account') in accordance with the Bank's Fixed Term Deposit Account Terms and Conditions which we acknowledge having received and to which we agree to be bound.

We confirm that the details set out above are complete and accurate. We will notify you promptly if any of the information changes and, on request, provide you with any revised documentation reasonably required by you. On maturity of the Fixed Term Deposit Account we request that the money is automatically returned to the bank account detailed in section 7.

Once you have confirmed acceptance of this application form, we shall be bound by the Agreement in replacement of any other agreement with you relating to the Account.

We warrant that your appointment to provide the Account pursuant to the Agreement complies with the governing documentation of our SIPP in respect of which this Account has been applied for ('our SIPP') and all relevant laws applicable to our SIPP.

We warrant that the person(s) signing this application form on behalf of James Hay Pension Trustees Limited and providing the information required by it are legally authorised to do so and to open an Account under the governing documentation of our SIPP, with authority and capacity to enter into and be bound by their respective obligations contained in the Agreement. Where the SIPP Member on whose behalf our application has been made is a co-trustee of the SIPP then in signing section 5 of the form the SIPP Member is signing both in their capacity as SIPP Member and as co-trustee of the SIPP.

We warrant that we have carried out all anti money laundering checks legally required in relation to this application and we will provide you, on demand, with certified copies of all evidence relating to such anti-money laundering checks.

Notwithstanding any other provision of this Agreement, our liability under this Agreement shall be limited to the value of the assets of the SIPP at the time that the liability in question must be satisfied by us based on the latest available valuation information for the SIPP's assets.

Authorised Signatory of James Hay Pension Trustees Limited

Date

D	D	M	M	Y	Y	Y	Y
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Authorised Signatory of James Hay Pension Trustees Limited

Date

D	D	M	M	Y	Y	Y	Y
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Our agreement with You ('Agreement') is made up of the following documents:

1. This application form, including the Fixed Term Deposit Account Terms and Conditions ('Conditions'); and
2. The Bank's Fixed Term Deposit Account Terms and Conditions including any amendments that may be made from time to time.

A copy of the Bank's Terms and Conditions can be found at <https://aibgb.co.uk/> under the Personal Products section.

By signing and returning the application form to us, You are agreeing that you accept the terms of the documents that make up the Agreement. If there is any conflict between the Bank's Personal Banking Service Terms and Conditions and the Conditions, the Conditions will apply.

For the purpose of these Conditions:

- 'Business Day' means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 'James Hay Partnership' means James Hay Pension Trustees Limited (company number 01435887) for the SIPP products.
- 'You' and 'Your' mean the Client who applies for the Account.
- 'We' and 'Us' are defined as James Hay Pension Trustees Limited (company number 01435887).

These Terms and Conditions may be varied. See Clause 1.13 for details.

### 1.1 ELIGIBILITY

This Account is available to new and existing James Hay Partnership clients subject to a minimum investment of £25,000 into each Account.

### 1.2 COMMUNICATIONS

The Bank will only accept instructions on the Account from James Hay Partnership and not You or Your Financial Adviser.

### 1.3 YOUR ADDRESS

The correspondence address held by James Hay Partnership in its administration records will be the one to which communications will be sent. You must notify James Hay Partnership in writing of any change of address.

### 1.4 OPENING AN ACCOUNT

Your Account is opened by the Bank upon acceptance of instruction provided by James Hay Partnership and when Your deposit is received by the Bank.

### 1.5 RESTRICTIONS

- A. James Hay Partnership may refuse to carry out or allow any transaction on the Account if it is not reasonably satisfied of:
- i. the identity or authority of any person requesting the transaction with James Hay Partnership; or
  - ii. the lawfulness of the transaction.
- B. James Hay Partnership will not be liable to You if it refuses to carry out or allow any transaction for these reasons.

### 1.6 DEPOSITS

- A. You must complete the attached Fixed Term Deposit Account Application Form to open an Account. Faxed application forms are acceptable.
- B. When an instruction is received by James Hay Partnership to place a deposit in the Account, James Hay Partnership will then arrange the amount of the deposit to be transferred to the Account from the relevant SIPP Bank Account by electronic bank transfer.
- C. You may not deposit additional money into an Account.
- D. All deposits must be in GBP Sterling.
- E. There is no right to cancel Your investment once the Bank is in receipt of Your deposit.

### 1.7 TERM

- A. The Account is a fixed term investment. The Account shall commence upon receipt by the Bank of the deposit, following the Bank's acceptance of the instructions by James Hay Partnership, and shall continue unless terminated in accordance with clauses 1.12 or 1.14, or closed under clause 1.8 of these Conditions for 12 months.
- B. Upon the expiry of the term of 12 months, the Account shall terminate and the Bank shall transfer Your deposit and any interest accrued to the SIPP Bank Account from which Your deposit originated.

### 1.8 WITHDRAWALS/CLOSURE

- A. No withdrawals/closures are permitted during the fixed term. However, should there be extenuating circumstances (i.e. death or severe financial hardship), early withdrawal/closure will be considered, at the complete discretion of the Bank. Please refer to the Bank's Terms and Conditions for further information.
- B. In the event of the death of the holder of the Account, the capital will be repaid with interest earned to date.

### 1.9 INTEREST

- A. Details of the current interest rates applicable to this Account are available on the James Hay Partnership website at [www.jameshay.co.uk/Investments/CashPanel.aspx](http://www.jameshay.co.uk/Investments/CashPanel.aspx)
- B. Interest rates applicable to this Account are subject to change on a daily basis. The interest rate on this Account will be the prevailing rate on the day on which the money is deposited into the Account. This is likely to be 2-5 Business Days after receipt of Your completed application form by James Hay Partnership.
- C. All interest is paid up to the Business Day prior to maturity, or in accordance with Clause 1.12, in the event of Your death, interest is accrued to the date of Your death.
- D. Interest will automatically be paid gross.
- E. If the Account is terminated in accordance with Clause 1.8A the interest rates described in Clause 1.9 will not apply. When the Bank transfers Your initial deposit back to the SIPP Bank Account from which the deposit originated no interest will be applied.
- F. If Your Account is terminated in accordance with Clause 1.12 the interest rate described in Clause 1.9B will apply.

### 1.10 MATURITY

- A. Your deposit will be sent by CHAPS or Faster Payment Service to the SIPP Bank Account from which the deposit originated.
- B. You may not assign, novate or otherwise transfer Your right to the repayment of Your Account to anyone else.

### 1.11 THIRD PARTIES

A person who is not a party to these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

### 1.12 DEATH

In the event of Your death, when James Hay Partnership has provided appropriate confirmation to the Bank, the Bank will terminate the Account and Your deposit, plus any interest accrued to the date of Your death will be sent by CHAPS to the SIPP Bank Account from which the deposit originated.

### 1.13 VARIATION OF THESE TERMS AND CONDITIONS

The interest rate is fixed for the term. We will not change any other terms of the Agreement except for a reason listed in Section C Condition 3 of the Bank's Personal Banking Service Terms and Conditions.

**1.14 TERMINATION**

The Bank reserves the right to withdraw this facility from James Hay Partnership at any time for new or additional deposits. Please refer to the Bank's Terms and Conditions for further information.

**1.15 NOTICES**

Any notice under these Conditions must unless otherwise specified be given:

- i. by writing via James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.
- ii. to You, using the most recent address You have given James Hay Partnership.

**1.16 OUR LIABILITY TO YOU**

- A. James Hay Partnership will not be liable to You for loss of business, goodwill, opportunity or profit or any type of special or indirect loss (i.e. losses that were not reasonably foreseeable to the parties at the date of entering into these Conditions) whatsoever. Further James Hay Partnership shall not be liable to You for any losses that it did not cause in whole or in part.
- B. If James Hay Partnership is unable to provide services generally or any particular services to You because of any circumstances beyond its control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), James Hay Partnership will not be liable to You for any losses which You may suffer.

**1.17 GOVERNING LAW AND JURISDICTION**

These Conditions and any dispute or claim arising out of or in connection with these Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales. You and James Hay Partnership irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**1.18 TRANSFER**

James Hay Partnership may transfer any of its rights and obligations under these Conditions to any other company or person. Any such transfer will not affect Your rights under these Conditions.

**1.19 INVALID, UNLAWFUL OR UNENFORCEABLE TERMS**

If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

**1.20 IMPORTANT INFORMATION**

- A. The Bank provides banking and savings products to customers. The Bank is authorised and regulated by the Financial Conduct Authority and is entered on the FCA Register, registration number 178737.
- B. AIB Group (UK) p.l.c. trading as Allied Irish Bank (GB) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority. It is covered by the Financial Services Compensation Scheme (FSCS) with each eligible depositor covered up to the current FSCS limit as a combined amount across their Allied Irish Bank (GB) accounts, including their share of any joint accounts.
- C. These Conditions are available only in English and all communications from the Bank or James Hay Partnership will be made in English and the Bank and James Hay Partnership will only accept communications and instructions from You in English.
- D. To help James Hay Partnership improve its service, it may record or monitor telephone conversations with You.
- E. If You have a complaint about an Account You should write to the Complaints Manager, James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

We are able to provide literature in alternative formats. For a Braille, large print, audio or E-text version of this document call us on 03455 212 414 (or via the Typetalk service on 18001 03455 212 414).

The AIB logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trademarks used under licence by AIB Group (UK) p.l.c. incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

James Hay Partnership is the trading name of Nucleus Group Services Limited (NGSL) (registered in England number 02538532); James Hay Services Limited (JHS) (registered in Jersey number 77318); IPS Pensions Limited (IPS) (registered in England number 2601833); James Hay Administration Company Limited (JHAC) (registered in England number 4068398); James Hay Pension Trustees Limited (JHPT) (registered in England number 1435887); James Hay Wrap Managers Limited (JHWM) (registered in England number 4773695); James Hay Wrap Nominee Company Limited (JHWNC) (registered in England number 7259308); PAL Trustees Limited (PAL) (registered in England number 1666419); Sarum Trustees Limited (SarumTL) (registered in England number 1003681); The IPS Partnership Plc (IPS Plc) (registered in England number 1458445); Union Pension Trustees Limited (UPT) (registered in England number 2634371). JHS has its registered office at Aztec Group House, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH. NGSL, IPS, JHAC, JHPT, JHWM, JHWNC, PAL, SarumTL, IPS Plc, and UPT have their registered office at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. JHAC, JHWM, IPS and IPS Plc are authorised and regulated by the Financial Conduct Authority. (2/23)



Protected

# Financial Services Compensation Scheme – Depositor Information Sheet



## Basic information about the protection of your eligible deposits

Eligible deposits in AIB Group (UK) p.l.c. are protected by:	the Financial Services Compensation Scheme ("FSCS") <sup>(1)</sup>
Limit of protection:	£85,000 per depositor per bank <sup>(2)</sup> Your bank, AIB Group (UK) p.l.c., operates under license as AIB (NI) in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain
If you have more eligible deposits at the same bank:	All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of £85,000. <sup>(2)</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>(3)</sup>
Reimbursement period in case of bank's failure:	20 working days <sup>(4)</sup>
Currency of reimbursement:	Pound sterling (GBP, £)
To contact AIB Group (UK) p.l.c for enquiries relating to your account	AIB Group (UK) p.l.c (trading as Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct) St Helen's, 1 Undershaft, London, EC3A 8AB 0345 6005 204† www.aibgb.co.uk †Call charges may vary – refer to your service provider
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 Email: ICT@fscs.org.uk
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>

## Additional information

### (1) Scheme responsible for the protection of your deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

### (2) General limit of protection

If a covered deposit is unavailable because a bank is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers a maximum of £85,000 per bank. This means that all eligible deposits at the same bank are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank operates under different trading names. AIB Group (UK) p.l.c. also trades under AIB (NI) in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases eligible deposits which are categorised as "temporary high balances" are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become

legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- (b) a death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>

### (3) Limit of protection for joint accounts

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

### (4) Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018;

within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank shall also confirm this on the statement of account.



Protected

# Financial Services Compensation Scheme – Exclusions List



## A deposit is excluded from protection if:

- |   |   |
|---|---|
| <p>(1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.</p> <p>(2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.</p> <p>(3) It is a deposit made by a depositor which is one of the following:</p> <ul style="list-style-type: none"> <li>• credit institution</li> <li>• financial institution</li> <li>• investment firm</li> <li>• insurance undertaking</li> <li>• reinsurance undertaking</li> <li>• collective investment undertaking</li> <li>• pension or retirement fund<sup>(1)</sup></li> <li>• public authority, other than a small local authority.</li> </ul> <p>(4) It is a deposit of a credit union to which the credit union itself is entitled.</p> | <p>(5) It is a deposit which can only be proven by a financial instrument<sup>(2)</sup> unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which existed in the <i>UK, Gibraltar</i> or a Member State of the EU on 2 July 2014.</p> <p>(6) It is a deposit of a collective investment scheme which qualifies as a small company.<sup>(3)</sup></p> <p>(7) It is a deposit of an overseas financial services institution which qualifies as a small company.<sup>(4)</sup></p> <p>(8) It is a deposit of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>(5)</sup> – refer to the FSCS for further information on this category.</p> <p>(9) It is not held by an establishment of a bank, building society or credit union in the <i>UK</i> or, in the case of a <i>bank or building society</i> incorporated in the <i>UK</i>, it is not held by an establishment in Gibraltar.</p> |
|---|---|

**For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)**

<sup>(1)</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are **not** excluded

<sup>(2)</sup> As listed in Part 1 of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, read with Part 2 of that Schedule

<sup>(3)</sup> Under the Companies Act 1985 or Companies Act 2006

<sup>(4)</sup> See footnote 3

<sup>(5)</sup> See footnote 3