

Bank of Ireland



Guaranteed  
Equity Bond  
Issue 38

# Potential to grow with our Guaranteed Equity Bond

Earn 55% of any growth in the FTSE 100 over  
5 years with a guaranteed minimum return of  
10% gross<sup>1</sup>/1.92% AER<sup>2</sup> and capital protection



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Bank of Ireland deposit accounts and, in particular, our guaranteed equity products (that is, where the return is linked to the performance of a stock-market index) are deposit products as defined under the Financial Services and Markets Act 2000.

## Potential to grow

At Bank of Ireland we understand that it's not easy to know where to invest your hard-earned savings. Do you stick with a safer, traditional savings account? Or do you take a chance by investing directly in the stock-market and risk losing your savings?

If you have answered "No" to both of the questions above then our Guaranteed Equity Bond Issue 38 (GEB) could be the answer. The GEB is a fixed-term deposit bond over five years that works out the return depending on the performance of the FTSE 100 but your deposit stays secure. You will also have the added assurance of a minimum guaranteed return of 10% gross<sup>1</sup>/1.92% AER<sup>2</sup>, payable at the end of the fixed term, if the Index does not perform well during the fixed term.

This guide explains how the GEB works and answers some questions we think you might have. Please take the time to read the important dates set out on page 9, as this includes the start and end dates for the account.

Our experienced customer service staff would also be happy to explain how the product works. We suggest that you take the time to talk it over with them before filling in the application.

Remember, if you have any questions, contact your local branch.

<sup>1</sup>The Gross interest rate represents the fixed rate payable before income tax is taken off at the prevailing basic rate.

<sup>2</sup>AER stands for Annual Equivalent Rate and shows what the interest would be if it was paid and added to the balance each year. As every advertisement which quotes an interest rate for a savings product, will contain an AER, you will be able to compare more easily what return you can expect over time.

## Here's how the Guaranteed Equity Bond works

- You can choose to save any amount between £1,000 and £500,000 in one lump sum
- You are guaranteed to earn a return. The minimum return you'll earn is 10% gross<sup>1</sup>/1.92% AER<sup>2</sup> at the end of the 5 year fixed term
- The GEB is a 5 year fixed-term deposit bond, meaning that you can't add to your investment during the fixed term
- This is a limited offer and the closing date is 12 March 2010. However it might close sooner if a lot of customers choose to take this offer
- The total amount of return you earn will be linked to the performance of the FTSE 100 Index. How we work out your interest is shown opposite
- The Index measures share prices only. As your investment is linked to and not directly invested in the shares that form the Index, you will not benefit from individual dividends or the opportunity to reinvest in the companies listed in the Index
- From the day you open your account, your savings will earn offer period interest at a fixed rate of 2.0% gross<sup>1</sup>/AER<sup>2</sup> until your GEB starts. We add this interest to the amount invested in your GEB on 25 March 2010.

## How is my return worked out on the GEB?

As we've already said, you're guaranteed to earn a minimum return of 10% gross<sup>1</sup>/1.92% AER<sup>2</sup> on your GEB. However, you could earn more depending on the performance of the FTSE 100 Index.

Here's how:

- We will take Index readings during the GEB Fixed Term on the dates set out in the Important Dates section
- These give the Start (Index Level 1) and Final (Index Level 2) readings for your GEB
- Index Level 1 will be the closing value of the FTSE 100 on the GEB Start Date
- Index Level 2 will be the average of the closing values of the FTSE 100, taken on 19th of each month, starting on 19 March 2014<sup>+</sup> over 12 months plus a final reading taken on 19 March 2015<sup>+</sup> (13 readings).

This averaging will give you a different Index Level 2 figure compared to a reading taken on a single index day and will reduce the impact of FTSE movements during the last year of your investment. This means that:

- if the FTSE falls over the final year, the average is likely to be higher than the final reading
- if the FTSE rises over the final year, the average is likely to be lower than the final reading
- if the FTSE is stable over the final year the impact of averaging will be minimal.

- The percentage change between Index Level 1 and Index Level 2 (whether positive or negative) will be calculated
- The percentage change is multiplied by the Participation Rate, in this case 55%, and the gross rate of interest payable on your GEB will then be defined:
  - If 55% of the percentage change in the Index is less than or equal to 10%, the minimum return of 10% gross<sup>1</sup>/1.92% AER<sup>2</sup> will be paid
  - If 55% of the percentage change in the Index is greater than 10%, the higher rate of return will be paid.

\*All dates inclusive

<sup>1</sup>If any of these dates is not an index day the following index day will be used, unless that index day is past the final reading date in which case the previous index day will be used.

## Example of possible returns

Here's an example of what interest you might earn on an investment of £10,000.

Average change in the Index	55% participation	Your gross interest to be paid at maturity
-45%	-24.75%	£1,000 <sup>#</sup>
-30%	-16.5%	£1,000 <sup>#</sup>
0%	0%	£1,000 <sup>#</sup>
30%	16.5%	£1,650
45%	24.75%	£2,475

<sup>#</sup>This amount reflects payments of minimum return at 10% gross<sup>1</sup>/1.92% AER<sup>2</sup> where 55% of the percentage change in the Index is less than 10%. The above is an example only and is not meant to show the exact return you would get. It does not take into account the income tax taken off at the prevailing savings rate, or the effect of inflation. Also, it does not include offer period interest (2.0% gross<sup>1</sup>/AER<sup>2</sup>) paid on your GEB account to 25 March 2010. The examples also assume that you make no withdrawals during the term.

## About the Index

The FTSE 100 is made up of 100 most highly capitalised blue chip companies in the UK, representing approximately 81% of the UK market. It includes companies such as Vodafone Group, BP plc, Tesco plc and Marks & Spencer Group.

Source: [www.ftse.com](http://www.ftse.com)

We are not responsible for the content of external websites and details are correct as at December 2009. The companies quoted do not endorse or sponsor the Guaranteed Equity Bond Issue 38.

## Questions

### How much can I invest?

The total amount you can invest in the GEB is between £1,000 and £500,000.

### When can I invest?

The offer opens on 25 January 2010 and closes on 12 March 2010. However, the offer can close before then if the GEB becomes fully subscribed (in other words, if the maximum amount has been invested). The GEB will start on 26 March 2010 and will mature on 26 March 2015.

### Can I add to my investment?

After you open your GEB, you can add to it until the offer period closes. This will be on or before 12 March 2010. You can check this with your local Bank of Ireland branch. If the GEB is fully subscribed and closes before 12 March 2010, you will not be able to open a new GEB or add to your original investment.

### Are there any set-up or management charges?

There are no set-up or management charges. However, some of the cost of providing the capital guarantee and the minimum return is reflected in the Participation Rate and might reduce the possible return you could receive when compared with investing directly in the Index.

### What is the minimum I can earn on the GEB?

The least you can expect to earn on your investment over the five years is 10% gross<sup>1</sup>/1.92% AER<sup>2</sup>.

### Is there a maximum return on the GEB?

No. Unlike other products in the market we don't cap the interest payable on this account. You can earn up to 55% of any growth in the FTSE 100 Index.

### Is my deposit secure?

Yes. At the end of the term the minimum you can expect to receive is the amount you originally invested (less any withdrawals and associated fees), plus 10% gross<sup>1</sup>/1.92% AER<sup>2</sup>. You should be aware that the effects of inflation could reduce this value.

### What will happen after I invest?

From the date on which your funds clear until 25 March 2010, your money will earn 2.0% gross<sup>1</sup>/AER<sup>2</sup>. After the GEB starts, you'll receive a letter confirming the details of your investment plus the interest it earned during the offer period. We add this interest to the amount invested in our GEB on 26 March 2010 (GEB Start Date).

### What about tax?

Tax applies to all interest and we have to deduct it at the prevailing rate for savings income. However, you may have to pay more depending on your personal circumstances. We will add interest to the balance on your account as follows.

- On the date the GEB starts, we will add the interest earned in the offer period to your initial deposit, which falls in tax year 2009/2010
- Within five days of the date the GEB ends, which falls in tax year 2014/2015, we will pay interest earned during the fixed term of the GEB.

You should take these interest payments into account when planning for investment and tax purposes.

If you expect not to have to pay tax when each of your accounts mature, or to be not ordinarily resident in the UK for tax purposes, you should fill in an R85 or R105 form and give this to your branch to allow us to pay your interest as a gross amount. You can get these forms from your Bank of Ireland branch.

With joint accounts, we can only pay interest without taking off tax if either or all parties do not have to pay tax, or all parties are not ordinarily resident in the UK for tax purposes. This information is based on our understanding of current law and HM Revenue & Customs practice as at December 2009, both of which may change in the future. The law relating to tax could change at any time but we cannot predict when these changes may be made.

### **What happens if I change my mind once I open the account?**

If you let us know in writing to your branch within 14 days of you receiving confirmation that your account has been opened, we will repay all your money, including any interest earned to the date we close your accounts.

After the initial 14-day cooling-off period has passed, your money is “locked-in” until the GEB matures. However, we do understand that you may need access to your funds earlier if your circumstances change. You can make withdrawals from your GEB after paying a withdrawal fee. See the “What happens if my circumstances change?” section for full details of how we work out these fees.

### **What happens if I die?**

If anything happens to you during the term of the GEB, your representative(s) or your joint account holder(s) may choose to let the account run to the date the GEB is due to end.

If, however, your representative(s) choose to close the account, we will repay the original amount you invested (less any withdrawals), plus any interest accrued during the Offer Period. No interest will be paid in respect of the GEB Fixed Term.

### **What happens when my GEB matures?**

We will write to you one month before the GEB account matures and tell you what your options are at that time.

### **What happens if my circumstances change?**

The GEB is a medium term investment of five years and you need to be comfortable about putting your money away for that time. However, we do understand that you may need to withdraw some of your money during the fixed term. The minimum amount you can withdraw is £500 and you must leave at least £1,000 in your account after making the withdrawal.

You can make a withdrawal from the GEB after paying a withdrawal fee. You will need to pay this fee before you can make the withdrawal. The withdrawal fee will be equivalent to 12.5% of the amount withdrawn. You cannot make a withdrawal from the GEB in the first month after it starts or in the final month before it is due to end.

## Is the GEB right for me?

The GEB gives you the chance to earn interest that is linked to the possible growth of a stock-market index. It also repays the amount you originally invested plus a guaranteed minimum return when it matures.

The aim of the GEB is to give you the chance to earn more interest than a traditional Bank of Ireland instant access savings account. However, while this is possible, you have to be aware that when choosing a product that links the return to an index over a fixed term, you should weigh up the balance between the possibility of only getting back the original amount you invested plus a minimum return at the end of the term, against the certainty of a guaranteed rate savings account that gives you easy access to your money.

The table below might help you to decide if the GEB is for you.

Our GEB could be right for you if you:	You shouldn't invest in our GEB if you:
<ul style="list-style-type: none"><li>• have at least £1,000 to invest and can leave it untouched for at least five years;</li></ul>	<ul style="list-style-type: none"><li>• need easy access to all your savings;</li></ul>
<ul style="list-style-type: none"><li>• have spare cash to cover any unexpected emergencies that might come up;</li></ul>	<ul style="list-style-type: none"><li>• don't have spare cash to cover emergencies;</li></ul>
<ul style="list-style-type: none"><li>• want the possibility of a higher return than a traditional savings account that is linked to the movements in the stock-market;</li></ul>	<ul style="list-style-type: none"><li>• want a regular income from your savings;</li></ul>
<ul style="list-style-type: none"><li>• don't want to risk losing your savings; and</li></ul>	<ul style="list-style-type: none"><li>• are looking for returns that are linked to the stock-market, but are happy to take more risk.</li></ul>
<ul style="list-style-type: none"><li>• are looking for your savings to grow.</li></ul>	

## Important dates

<b>Term</b>	5 years
<b>Offer period<sup>+</sup></b>	25 January to 12 March 2010
<b>Interest during the offer period</b>	2.0% gross <sup>1</sup> /AER <sup>2</sup>
<b>Interest for the term of the account and paid on the date the GEB ends</b>	Minimum 10% gross <sup>1</sup> /1.92% AER <sup>2</sup>
<b>Date the GEB account starts<sup>+^</sup></b>	26 March 2010
<b>Date the GEB account ends<sup>+^</sup></b>	26 March 2015
<b>Extra investments allowed</b>	Only during the offer period
<b>Minimum investment</b>	£1,000
<b>Maximum investment</b>	£500,000
<b>Withdrawals</b>	Allowed after paying a withdrawal fee, which is equivalent to 12.5% of the amount withdrawn. The minimum amount you can withdraw is £500. At least £1,000 must be left in the account after making the withdrawal.
<b>Index Level 1<sup>+^</sup></b>	26 March 2010
<b>Index Level 2<sup>+^</sup></b>	13 readings taken on 19th of each month starting on 19 March 2014 over 12 months plus a final reading on 19 March 2015
<b>Interest paid</b>	Interest paid on the date the Guaranteed Equity Bond started and within seven days of the date the GEB ends

<sup>+</sup>All dates inclusive

<sup>^</sup>If any of these dates is not an index day the following index day will be used, unless that index day is past the final reading date in which case the previous index day is used.

<sup>1</sup>The Gross interest rate represents the fixed rate payable before deduction of income tax at the prevailing basic rate. <sup>2</sup>AER stands for Annual Equivalent Rate and illustrates what the interest would be if the interest was paid and compounded each year. As every advertisement for a savings product, which quotes an interest rate, will contain and AER, you will be able to compare more easily what return you can expect over time. You'll also find the detailed product features and our terms and conditions, which you should read carefully.

## How to Apply

The GEB account is only available between 25 January and 12 March 2010 and availability is limited.

If you have decided that you would like to apply, please read through the terms and conditions set out in this brochure.

To open your GEB account, simply call into one of our branches where a member of staff can talk you through the process.

Or, you can fill in the application form at the back of this brochure and return it to your local Bank of Ireland branch, enclosing a cheque for your investment made payable to: Bank of Ireland, {Your Name}.

By law, we must confirm your identity AND your address when you open an account with us. Examples of proof we accept to confirm your identity are your driving licence or your Passport. And we use documents such as; bank statements or utility bills (gas or electricity, for example, but not mobile phone bills) to confirm your address. All documents you provide as proof must be originals (not copies). The documents you use to confirm your address must not be more than six months old. Please contact your local Bank of Ireland branch or talk to our Customer Services Team on 0800 0850 444 for full details of the documents we accept.

## Find out more

If you have any questions or need more details, please contact the nearest Bank of Ireland branch. Our expert staff are always here to help. Or you can e-mail us at [mail@bankofireland.co.uk](mailto:mail@bankofireland.co.uk) or visit our website at [www.bankofireland.co.uk/savings](http://www.bankofireland.co.uk/savings).

**Summary Box**  
**Key Product Information for our Savings Accounts**

<b>Account Name</b>	Guaranteed Equity Bond Issue 38
<b>Interest Rates (AERs)</b>	<ul style="list-style-type: none"> <li>• Interest during the offer period <ul style="list-style-type: none"> <li>- 2% gross/AER fixed</li> <li>- paid on 25 March 2010</li> </ul> </li> <li>• Interest for the term of the account will be calculated as follows <ul style="list-style-type: none"> <li>- The percentage change between Index Level 1 and Index Level 2 (whether positive or negative) will be calculated for the Index</li> <li>- The percentage change is multiplied by the Participation Rate, in this case 55%, and the gross rate of interest payable on your GEB will then be defined: <ul style="list-style-type: none"> <li>- If 55% of the percentage change in the Index is less than or equal to 10%, the minimum return of 10% gross<sup>1</sup>/1.92% AER<sup>2</sup> will be paid</li> <li>- If 55% of the percentage change in the Index is greater than 10%, the higher rate of interest will be paid.</li> </ul> </li> </ul> </li> <li>• Paid within five days of 26 March 2015</li> </ul>
<b>Tax Status</b>	Tax at the rate specified by law is deducted from interest at the time it is paid, where applicable.
<b>Conditions for bonus payment</b>	None
<b>Withdrawal arrangements</b>	Allowed after paying a withdrawal fee, which is equivalent to 12.5% of the amount withdrawn. The minimum amount you can withdraw is £500. At least £1,000 must be left in the account after making the withdrawal.
<b>Access</b>	Branch

## How can I make a complaint?

Please contact your Customer Service Manager direct (in person, in writing or by phone). They will be pleased to help you and explain our complaints procedure in more detail. You can ask for a copy of our complaints procedure. Our branches are open from 9.30am to 4.30pm Monday to Friday (except on Wednesdays when we open at 10am).

Our aim is to try and sort out your complaint straight away. Please allow up to five working days for us to send you a reply.

If you are not happy with our response or the action we have taken, you can refer your complaint in writing to:

Customer Care Manager  
Bank of Ireland Marketing UK  
1 Donegall Square South  
Belfast, BT1 5LR

You can also refer any complaints we cannot settle to the Financial Ombudsman Service. The Financial Ombudsman Service acts independently of all banks, including Bank of Ireland, and provides a free service as a fair and unbiased decision-maker. Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London, E14 9SR  
Phone: 0845 080 1800  
E-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Bank of Ireland deposit accounts and, in particular, our guaranteed equity products (that is, where the return is linked to the performance of a stock-market index) are deposit products as defined under the Financial Services and Markets Act 2000.

Deposits in Bank of Ireland benefit from the protection of the Irish Depositors Protection Scheme. Further details on the Scheme may be obtained from either the Bank of Ireland or at [www.financialregulator.ie](http://www.financialregulator.ie)

## Definitions relating to the Terms and Conditions

<b>Account</b>	means the Guaranteed Equity Bond Issue 38 account held by us in your name
<b>Exchange</b>	means a stock exchange on which the securities used to calculate an Index are officially traded
<b>GEB</b>	means the Guaranteed Equity Bond Issue 38
<b>GEB End Date</b>	means 26 March 2015
<b>GEB Fixed Term</b>	means 26 March 2010 to 26 March 2015
<b>GEB Start Date</b>	means 26 March 2010
<b>Index Day</b>	means, in relation to an index, a day on which the relevant Exchange in relation to that index is open for business or would have been but for market disruption affecting that index as described under "Difficulties with Indexes" below
<b>Matching Agreement</b>	means the agreement we have entered into with another financial institution to meet our obligations to you under the GEB
<b>Offer Period</b>	means the period from 25 January to 12 March 2010
<b>Withdrawal</b>	means any transaction (whether undertaken in whole or in part by way of cheque, transfer to another account held with us or by any other means) which has the effect of reducing the GEB Account balance
<b>Withdrawal Fee</b>	means the amount you have to pay each time you make a Withdrawal from the GEB during the GEB Fixed Term
<b>Index</b>	FTSE 100 Index
<b>GEB Minimum Return</b>	10% gross <sup>1</sup> /AER 1.92% <sup>2</sup>
<b>Minimum GEB Amount</b>	£1,000
<b>Maximum GEB Amount</b>	£500,000
<b>Offer Period Interest Rate</b>	2.00% gross <sup>1</sup> /AER <sup>2</sup>

<sup>1</sup>The Gross interest rate represents the fixed rate payable before deduction of income tax at the prevailing basic rate. <sup>2</sup>AER stands for Annual Equivalent Rate and illustrates what the interest would be if the interest was paid and compounded each year. As every advertisement for a savings product, which quotes an interest rate, will contain an AER, you will be able to compare more easily what return you can expect over time. You'll also find the detailed product features and our terms and conditions, which you should read carefully.

## TERMS & CONDITIONS

These Terms and Conditions (referred to as the "Terms and Conditions") apply to a customer (referred to as "you" and "your") and Bank of Ireland (referred to as "we", "us" and "our").

Some words in the Terms and Conditions have certain meanings and these are outlined in the Definitions section.

Please ensure that you read all the General and Special Terms & Conditions relating to the Account carefully.

### General Conditions

#### Opening your Accounts

1. We may require proof of your identity before the Account is opened to comply with our legal duties.
2. If you are unhappy with your choice of Account you will need to advise us in writing of your decision within 14 days of the Account being opened. We will not accept instructions by phone, fax or e-mail. In this circumstance we will help you switch account or we will give you your money back with the interest it has earned.
3. We reserve the right not to open an Account, to refuse a deposit or to require an Account to be closed without giving you any reason for our decision.
4. Unless there are exceptional circumstances, such as fraud, we will not close your Account without giving you at least thirty days notice. Where we require an account to be closed, we will pay interest on the balance from the GEB Start Date until the date of closure at the rate then payable on our instant access savings account (equivalent to our current Classic Saver account).
5. The Minimum GEB Amount is the minimum amount required to open the Account and the Maximum GEB Amount is the maximum allowed.
6. The Account may be opened during the Offer Period. However, as the Account is of limited availability, we may withdraw it without notice once it has been fully subscribed.

#### Taxation of Interest

7. The tax legislation in force when the interest is paid, will determine your tax liability and whether interest will be paid after or without deduction of tax at the basic rate.
8. Subject to condition 7 above, interest will normally be paid after deduction of income tax at the basic rate or, where you complete and return to us the relevant HM Revenue & Customs form, interest will be paid without deduction of income tax. In the case of joint Accounts, interest can only be paid without the deduction of tax if either all parties are non-taxpayers or all parties are not ordinarily resident in the UK for tax purposes, and the relevant HM Revenue & Customs form has been completed by each party.
9. Interest will be paid in one sum at the end of the GEB Fixed Term as outlined in Special Condition 5 opposite, and the interest will be taxable in the year it is received.
10. This information is based on Bank of Ireland's understanding of current law and HM Revenue & Customs practice as at December 2009, both of which may change in the future. The law relating to taxation is liable to change and such changes cannot be foreseen.

#### Joint Accounts

11. When two or more of you hold an Account you agree to be jointly and severally bound by the Terms and Conditions.
12. We will accept and act on the instructions of any one of you and the signature of any one of you will be sufficient discharge for the withdrawal of the balance from the Account.
13. Where an Account is held on a joint basis between two or more parties and the first named Account holder dies, the Account may, at the request or by acquiescence of the surviving holder(s), continue in the name of the deceased holder and the surviving holder(s). We will write to the surviving holder(s), approximately one month before each relevant End Date to advise of the options.

Where, for any reason, the first named Account holder ceases to be party to the Account, the Account will be closed and the following will apply:

- a) The amount invested in the GEB less any withdrawals together with any interest accrued during the Offer Period will be paid to the remaining account holder(s). No interest will be payable in respect of the GEB Fixed Term.
  - b) A Withdrawal Fee will be charged except in the case of death of the first Account holder.
14. In the event of the death of any other Account holder, Condition 12 will not apply and the Account will remain open in name(s) of the first named and any other holder(s).

**Death of Sole Account Holder**

15. In the event of the death of a sole Account holder, at the request or acquiescence of the deceased's Personal Representatives, the Account may continue in the name of the deceased. Alternatively, the Account may be closed and the amount invested in the GEB less any withdrawals together with any interest accrued during the Offer Period will be paid to the Personal Representatives (subject to any requirement for production of a Grant of Probate or Letters of Administration). No interest will be payable in respect of the GEB Fixed Term. A withdrawal fee will not apply.

**Closing an Account before Maturity**

16. We may require a death certificate and/or other relevant documents to close the Account. All correspondence will be sent to the address for correspondence held on our files.

**Special Conditions relating to Guaranteed Equity Bond Issue 38**

**GEB Features**

1. This is a fixed term account running from the GEB Start Date to the GEB End Date.
2. Subject to availability of the GEB as set out in General Condition 6, additional funds may be added to the GEB during the Offer Period, after which no further payments may be made to the GEB.

**Payment of Interest**

3. Interest will be paid from the date the GEB is opened until 25 March 2010 at an interest rate equal to Offer Period Interest Rate. Interest will be calculated daily and added to the GEB on GEB Start Date. If you are liable to tax, you will have to declare your interest to HM Revenue & Customs.
4. Interest for the GEB fixed term will be calculated at a rate equivalent to 55% of the percentage change in the FTSE 100 Index over 5 years. The gross rate will be calculated as follows:
  - a) The percentage change in the Index (whether positive or negative) shall be calculated as:

$$\frac{(\text{Index Level 2}) - (\text{Index Level 1}) \times 100}{(\text{Index Level 1})}$$

Where:

Index Level 1 is equal to the closing value of the FTSE 100 on the GEB Start Date

Index Level 2 is the average of the closing value of the FTSE 100 on the 19th of each month starting on 19 March 2014 plus final reading on 19 March 2015 (13 readings)

- b) If 55% of the average percentage change in the Index is less than or equal to 10%, the minimum return of 10% gross /1.92% AER will be paid.  
If 55% of the average percentage change in the Index is greater than 10%, interest will be paid at a rate equal to 55% of the percentage change in the Index.
5. Where interest becomes payable, this will be added to the GEB within 5 days of the GEB End Date.

## **Withdrawals**

6. During the GEB Fixed Term (excluding one calendar month after the GEB Start Date and one month prior to the GEB End Date) Withdrawals from your GEB can be made subject to:
  - (a) the Withdrawal being for a minimum of £500;
  - (b) the balance remaining in the GEB after the deduction of the Withdrawal amount being greater than £1,000;
  - (c) the payment of the non-refundable Withdrawal Fee in advance of the Withdrawal amount being paid;
  - (d) the Withdrawal amount being paid by cheque made payable to you or paid into another account with us;
  - (e) our opening hours;
  - (f) an administration period of 7 working days during which the Withdrawal Fee will be calculated.
7. A separate Withdrawal Fee will apply to each Withdrawal made during the GEB Fixed Term. The Withdrawal Fee will be equivalent to 12.5% of the withdrawal amount.

## **Maturity of the GEB**

8. We will write to you approximately one month prior to the GEB End Date and will advise you of your options at this time.
9. If, at the GEB End Date, we have received no instructions from you, the matured funds will be transferred into an instant access savings account, currently the Classic Saver account, in your name. Interest on this account is paid annually on 20th March. Rates on this account can be obtained from any Bank of Ireland branch or from our website [www.bankofireland.co.uk](http://www.bankofireland.co.uk)

## **Nature of the GEB**

10. We do not make any warranty or representation whatsoever, expressly or implied either as to the results to be obtained from the use of the indexes and/or the figure at which the said indexes stands at any particular time on any particular day or otherwise. We shall not be liable (whether by negligence or otherwise) to any person for any error in the indexes and shall not be under any obligation to advise any person of any error therein.
11. Investors in this GEB do not have access to the dividends generated by the companies in the Index.
12. The use of the word guarantee in the GEB brochure and literature refers to our ordinary contractual obligation to repay the capital invested by you by way of deposit. You have the same rights in this respect as any of our other account holders.

## **Stock Exchange Disclaimer**

13. The GEB is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ("FTSE") or by the London Stock Exchange Plc (the "Exchange") or by The Financial Times Limited ("FT") (together the "Licensor Parties") and none of the Licensor Parties make any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE 100 (the "Index") and/or the figure at which the said Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated by FTSE. None of the Licensor Parties shall be liable (whether in negligence or otherwise) to any person for any error in the Index and none of the Licensor Parties shall be under any obligation to advise any person of any error therein.

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## **Difficulties in Indexes**

14. Market disruption can affect the Index and this is deemed to happen when there is any material suspension of or limitation imposed on trading:
  - (a) in securities that comprise 20% or more of the level of the Index;
  - (b) in options on the Index;
  - (c) in future contracts on the Index.
15. If market disruption affects an Index on any of the dates specified in Clause 4 of the Special Conditions, the level of the Index on that date, for the purposes of your GEB, shall be the level of the Index as established under the Matching Agreement.
16. Further, if there is any modification of the Index or the person responsible for calculating the Index fails to do so or ceases doing so either temporarily or permanently, for the purposes of your GEB, the Index will be calculated as specified in the Matching Agreement.
17. If any of the dates specified in Clause 4 of the Special Conditions is not an Index Day the following Index Day will be used, unless that Index Day is past the final reading date in which case the previous Index Day will be used.

## Data protection – using your information

Important information about you and us, Bank of Ireland

In this statement, 'our group' means the governor and company of the Bank of Ireland and any of our subsidiary or associated companies. For a full list of our group, write to us at the address below. We may hold your information and it may be used by any other member of our group.

### Considering your application

To help us decide whether to enter into this and any future agreement with you, we may use:

- any information you have given us
- information we already hold about you;
- information we receive from enquiries we make about you; and
- information we get from other dealings with us or our group.

We may make and keep copies of your passport, driving licence or other proof of your identity that you provide.

We may also search your record held by credit reference agencies or ask them to make enquiries for us. We may give credit reference agencies the information they need to make their enquiries. The credit reference agencies will keep a record of our search, whether or not your application goes ahead. This record will be available to other organisations that make similar searches and could affect your ability to get credit elsewhere.

Information the credit reference agencies hold about you may already be linked to records relating to other people. (This is called an 'association'.) You may be considered to be financially linked to these people and we may consider their credit records when considering your application.

If you are providing information on behalf of others within your business, you are applying for credit with someone else, or you have told us about a financial link with another person, you must be sure that you are entitled to:

- release information about that other person and anyone else you have referred to; and
- authorise us to search, link or record information about you (and anyone you have referred to) at credit reference agencies.

Credit reference agencies will create a link between your credit records and those of any person you have said that you have a financial relationship with. When you or the people you have a financial relationship with apply for credit in the future, both your and their credit records will be taken into account. This process will continue until one of you tells the credit reference agencies that there is no longer a financial link. We may also use a credit-scoring system or other automated system for making a decision.

### Using and sharing your information

We will give credit reference agencies any information:

- that we hold about you;
- about your payment record;
- about your agreement with us (including if you have broken it); and
- about you not telling us about any change of address, if any payment is overdue.

It is important that you give us accurate information. We will check your details with fraud-prevention agencies.

If you give us false or inaccurate information, and we suspect fraud, we will keep a record of this. We will share information with other businesses, including our group or other lenders, to:

- assess applications for credit and credit-related services (such as insurance) made by you and members of your household;
- trace people who have debts and recover debts;
- prevent fraud and money laundering;
- make decisions about your account;
- produce and analyse statistics and carry out market research;
- help us identify products and services which may be of interest to you (unless you have asked us not to); and
- consider dealings between our group and other businesses or lenders.

Fraud-prevention agencies' records will also be shared with other organisations to help make decisions on motor, household, credit, life and other insurance applications and insurance claims made by you and members of your household.

We may also give information about you and your dealings with us to:

- anyone who has guaranteed to us that they will meet your liabilities if you can't;
- your insurer;
- anyone acting for you;
- anyone who introduced you to us;
- any finance house, motor trade, vehicle-recovery agent, lawyer or law enforcement agency;
- companies or other organisations which keep registers of assets and interests in them;
- credit-industry and fraud-prevention networks (to detect and prevent crime); or
- any regulatory or government organisation (if we have to do so by law).

Please write to the address shown below if you would like details of credit reference agencies and others we get information about you from, or details of who we can give information about you to. By law, you have a right to see these details.

We may link information between any of your accounts and other products and services you have with our group. We will not use these links for marketing purposes without your permission.

We may keep information about you after your account has closed to meet our legal obligations and business needs.

### **Direct marketing**

From time to time we may give you details of other products and services we or other organisations offer. We may also give information about you to:

- our group; and
- any other person or company we choose from time to time, so that they can use it for similar purposes.

We may contact you by post, phone, e-mail, fax and in any other way. You can stop us from contacting you or giving your details to others for marketing purposes. To do this write to:

Bank of Ireland  
Marketing Department  
1 Donegall Square South  
Belfast  
BT1 5LR.

(This may mean that you will not receive information about extra benefits available to our customers.)

### **Transferring your information abroad**

From time to time we may transfer information about you to previously approved companies or people based outside the European Economic Area. We will only do so if the person or company agree to give your information the protection we would have to give it in the UK and to act on our instructions.

### **Sensitive information**

You may have given us information about your nationality or whether you have any disability. You do not have to give us this information if you do not want to. If you give us details of your nationality, we will use that information for research and statistical purposes only. If you give us details of any disability, we will only use it to provide any support you need.

### **Your right to information**

You have a legal right to receive a copy of the information we hold about you. To see this information, write to:

Customer Care Manager  
Bank of Ireland  
Marketing Department  
1 Donegall Square South  
Belfast  
BT1 5LR.

You must pay a fee before we provide the information. We will tell you the current fee when you write to us.

This document can be made available in Braille, large print or audio upon request.

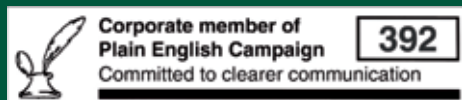
Please ask any member of staff for details.

[www.bankofireland.co.uk/savings](http://www.bankofireland.co.uk/savings)

Phone\* 0800 0850 444

\*For your security and to improve our service to you, we may record and monitor phone calls for training purposes.

Branch details can be found on our website



Bank of Ireland, 1 Donegall Square South, Belfast, BT1 5LR

## Application for the Guaranteed Equity Bond (GEB) Issue 38

### First Investor

Name: .....

Phone: ..... Date of birth: .....

Mother's maiden name: .....

Address: .....

.....

.....

Previous address (if you have lived at current address for less than three years)

.....

.....

Bank details.....

Name and branch .....

Sort code:..... Account number: .....

Employer's name:.....

Address: .....

.....

.....

Job title: .....

### Second Investor

Name: .....

Phone: ..... Date of birth: .....

Mother's maiden name: .....

Address: .....

.....

.....

Previous address (if you have lived at current address for less than three years)

.....

.....

Bank details.....

Name and branch .....

Sort code:..... Account number: .....

Employer's name:.....

Address: .....

.....

.....

Job title: .....

### Investment instruction

I/We apply to open a GEB Issue 38 and

confirm that a total of

£

is being invested with Bank of Ireland

**A minimum investment of £1,000 must be invested in the GEB Issue 38.**

#### Branch Use Only

Branch:

Bank of Ireland  
Linked Service Account No:

Source of funds:

RM name:

FA code:

Has the Financial Advice service been offered?

Yes  No

### Declaration

I/We\* confirm that the information given is true and complete. I/We\* have read the terms and conditions relating to the account and I/We\* agree to be bound by them. \*Delete as appropriate

### Joint accounts only

We, give you permission to open account as in our joint names. We also give you permission to accept the signature of either or any one of us for withdrawing money from the account in our joint names. We also agree to be jointly responsible for making all payments we owe. If any one or more of us dies, we agree that you will pay any money left in the joint account to the surviving account holders, and, if the last surviving account holder dies, you will pay any money left in the joint account to their personal representatives.

### USE OF YOUR INFORMATION

It is important that you read and understand the information relating to how we use and pass on your personal information, which you will find next to this symbol in the terms and conditions.

By signing this application, you agree that we can use your information in the ways described.

From time to time we would like to tell you, by letter, phone, fax, email or other electronic methods about products and services which we believe you may be interested in and which we and other chosen companies offer.

If you do not want us to do this please tick this box . However, this means we may not be able to tell you about the extra benefits available to our customers.

Signature 1:

Signature 2:

Date:

If you are applying for a joint account, all account holders must sign above.