

# Verified by Visa Terms and Conditions



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE:

## Verified by Visa Terms and Conditions

Please read these Terms and Conditions carefully before using Verified by Visa. In these Terms and Conditions, "we," "us," or "our" refers to AIB Group (UK) p.l.c. trading as First Trust Bank, "you," "your," or "yours" refers to the user of Verified by Visa and "credit card" refers to any credit card issued by First Trust Bank.

### 1. ACCEPTANCE OF TERMS

- 1.1 Verified by Visa provides its service to you, subject to the following Terms and Conditions (the "Terms"). The Terms may be amended or updated by us from time to time. We will notify you of amendments or updates at least two months' beforehand in writing (unless, by law or in line with regulations, we are able to give you shorter notice).
- 1.2 You agree that using Verified by Visa will represent your acceptance of these Terms and that continued use of Verified by Visa after you have been advised of any revisions to these Terms will represent your acceptance of any such revised Terms. You have the right to terminate your contract with us immediately and without charge if you do not wish to accept the changes.
- 1.3 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Verified by Visa service (or any part thereof) with or without notice to you.

### 2. THE VERIFIED BY VISA SERVICE

- 2.1 Verified by Visa provides a way of increasing security for online transactions by reducing the chances of fraud for those transactions. It is not intended to endorse particular websites (or the goods and services offered on those websites) which offer the Verified by Visa service.
- 2.2 All cards are automatically enabled for use in the Verified by Visa service, so you will not need to register your card before using it online.
- 2.3 Authentication may be required when you use your card to transact online with a participating retailer. When authentication is required a Verified by Visa screen will be displayed. You will be asked to enter the last four digits of your mobile number. You will then be prompted to enter a 'one time passcode' which will be sent to your mobile phone by text message. Entry of the 'one time passcode' when prompted will be used to authenticate your transaction and enable your transaction to proceed.
- 2.4 The 'one time passcode' will only be valid for the transaction you have received it for.
- 2.5 If you cannot provide the 'one time passcode', or enter in the incorrect 'one time passcode' consecutively 3 times, or if you choose not to follow the guidance on screen when prompted, you will not be able to proceed with the transaction.

### 3. YOUR OBLIGATIONS

- 3.1 By using the Verified by Visa service, you authorise us to retain certain information about you and your credit card, and to use and retain this information in accordance with our Privacy Policy (see Section 10 below).
- 3.2 You must not let anyone know or use your 'one time passcode'.
- 3.3 You must ensure that your personal information held by us is up-to-date (particularly your mobile phone number) so we can authenticate your transaction.
- 3.4 You must ensure that your mobile phone can receive text messages.
- 3.5 You will be responsible for any fees or charges imposed by your mobile phone service provider or internet service provider in connection with your use of the Verified by Visa service.
- 3.6 You are financially responsible for all transactions carried out by you using the Verified by Visa service.

### 4. LIABILITY

- 4.1 We will not be liable to you for any loss resulting from your use of the Verified by Visa service.
- 4.2 We are not liable to you or any third party for any modification, suspension or discontinuance of the Verified by Visa service.

- 4.3 Due to the nature of the service, we are not responsible for any loss or damage to your software, computer, telecommunications or other equipment caused by using this service.

### 5. YOUR DEALINGS WITH ONLINE RETAILERS

- 5.1 Your correspondence or dealings with online retailers on or through the Verified by Visa service, are solely between you and the retailer. We will not be responsible for any loss or damage incurred as a result of such dealings. The retailer's participation in the Verified by Visa service does not indicate that we recommend or endorse any retailer. The Verified by Visa service does not verify the identity of the retailer or the quality of their goods or services.

### 6. VERIFIED BY VISA PROPRIETARY RIGHTS

- 6.1 You will not acquire any ownership rights, title or interest in or to the software made available to you in order to use the Verified by Visa service.

### 7. ENDING THIS SERVICE

- 7.1 We may, in our absolute discretion, temporarily or permanently deactivate your ability to use the Verified by Visa service and/or terminate your use of this service. We will normally give you two months' notice of doing so in writing, unless we are permitted by law to give shorter notice. In exceptional circumstances we will not give you notice for example, if we have reason to suspect fraudulent or unauthorised use of your card or your account.
- 7.2 For your protection, we may automatically deactivate your ability to use the Verified by Visa service if it is not used at least once during any twelve month period.

### 8. COMPLAINT PROCEDURE

Making a complaint - customers of First Trust Bank

- 8.1 If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated.
- 8.2 You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:
  - your name, address, Sort Code and Account Number.
  - a summary of your complaint.
  - if feasible, any relevant documentation.
- 8.3 We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:  
Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephones: 0800 023 4567, +44 20 7964 1000 (for calls from outside the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 9. GOVERNING LAW

9.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation.

## 10. YOUR INFORMATION

### Data Protection Notice - How We Use Your Information

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com)

This notice explains what we will do with your information, so that you can decide whether or not to provide that information to us. It is important that you read it carefully. The personal information requested from you is required to enable us to effectively provide or administer a product or service to you. Failure to supply us with sufficient information may result in us not being able to provide or meet your product/service needs. The information that you provide may be held by us on a computer database and/or in any other way and will be treated confidentially.

### 1. Disclosure of Information:

Information we hold about you will not be disclosed to anyone, outside of AIB Group, other than:

- 1.1 If we are required by law to give the information.
- 1.2 Where we have a public duty to disclose information.
- 1.3 Where disclosure is required for our legitimate business interests.
- 1.4 Where disclosure is made with your consent.

We may use this information in the following ways:

### 2. Products and Services:

- 2.1 To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.
- 2.2 For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

### 3. Credit Scoring and Credit Reference Agencies:

- 3.1 We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- 3.2 We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- 3.3 To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing review of credit. Credit reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.
- 3.4 Whether you borrow money from us or not, we may regularly give credit reference agencies details of your account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.

- 3.5 In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.
- 3.6 Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.
- 3.7 To review your financial position across AIB Group, including debit and credit balances and security for credit facilities.

### 4. Other Third Parties:

- 4.1 To provide your personal details to debt collection agencies, tracing agencies, and/or third party processors and contractors, who act on behalf of us, if it is necessary for the performance of a contract and/or to protect the legitimate interests of AIB. The third parties will not be allowed to use your information for anything else.
- 4.2 To whom we transfer, or may transfer any of our rights or obligations under any contract with you.

### 5. Financial Crime Prevention:

To prevent and detect fraud, money laundering or other criminal activity; and to trace those responsible.

- 5.1 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 5.2 Law enforcement agencies may access and use this information.
- 5.3 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities.
  - Managing credit and credit related accounts or facilities.
  - Recovering debt.
  - Checking details on proposals and claims for all types of insurance.
  - Checking details of job applicants and employees.
- 5.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 5.5 If other criminal activity is identified, details will be passed to the relevant authorities.

### 6. Market Research:

- 6.1 To carry out statistical analysis and market research, or to instruct a third party to perform this on our behalf.

### 7. Security and Service Improvement:

- 7.1 We may record telephone conversations for additional security, to help resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

### 8. Miscellaneous:

- 8.1 Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- 8.2 If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- 8.3 If you want details of the Credit Reference Agencies, Fraud Prevention Agencies, Debt Collection Agencies or other third parties we use, please contact us.
- 8.4 If you decide to proceed with this product/service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.