

# Terms and Conditions of Use for First Trust Bank Visa Business Card or Visa Business Gold Card.

Effective Date 30 January 2017

These conditions apply to the agreement (referred to as 'this Agreement') between the customer and AIB Group (UK) p.l.c., trading as First Trust Bank, for using any First Trust Bank Visa Business Card / Visa Business Gold Card. Within this Agreement some words have special meanings:

**'Account'** means the Visa Business Card / Visa Business Gold Card Account in the name of the customer which the Authorised Users operate by using their Card.

**'AIB Group'** comprises Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time. This includes AIB Group (UK) p.l.c.

**'Authorisation'** means our confirmation to a bank or any Outlet that they can accept a Card for a Transaction.

**'Authorised User'** refers to a person, nominated by you as an Authorised User, whom you have given permission to use your Account.

**'Banking day'** means any day of the week excluding Saturday, Sunday and Northern Ireland bank and public holidays.

**'Card'** means any First Trust Bank Visa Business Card / Visa Business Gold Card, issued by us to you for your Authorised Users for the purpose of carrying out Transactions on the Account including any virtual or digital versions of the Card registered in a 'Digital Wallet' (a Digital Card').

**'Card Number'** means the number of the Card or any digital versions of the Card.

**'Cash Advance'** means getting cash, currency or a similar facility using a Card.

**'Cash Machine'** means any automated teller machine which is capable of dispensing cash or providing other services associated with a Card.

**'Chip'** means an integrated circuit used in a Card.

**'Credit Limit'** means the maximum debit balance permitted on an Authorised User's Card.

**'Credit line'** means the maximum debit balance permitted on your Account, as advised by us.

**'Contactless Transaction'** means a Transaction that is carried out by holding your Card or your Device if it is enabled to carry out Contactless Transactions, near a terminal which is enabled to accept Contactless Transactions.

**'Continuous Payment Authority'** is where you have entered into an agreement with a company or service provider for them to take repeated payments from the Account using the Card details.

**'Device'** means a mobile phone, tablet, watch or other electronic device in which a Digital Card has been registered or that you use to access a Digital Wallet.

**'Digital Card'** means virtual or digital versions of your Card.

**'Digital Wallet'** means any electronic payment system which stores your Digital Card for the purposes of carrying out Transactions.

**'Digital Wallet Agreement'** means any terms and conditions applicable to a Digital Wallet which is either offered by us or by a third party provider in agreement with us.

**'Direct Debit'** - setting up a Direct Debit from Your Account gives a company or organisation permission to take the amounts out of Your Account on the dates they are due, and to amend those amounts when necessary.

**'EEA'** means the European Economic Area which includes the UK and the European Union.

**'Liable'** means to be held legally responsible.

**‘Outlet’** refers to any business or individual accepting a Card as a means of payment.

**‘Payee’** means the person to whom any payments made by you are to be made.

**‘Payment Service’** means a cash deposit or withdrawal, an electronic payment (for example a Direct Debit, standing order, credit transfer, Debit Card or Credit Card Transaction) or a Transaction carried out through our Online Services.

**‘Payment Service Provider’** means an organisation that offers any payment services to customers. For the purposes of this document, the Payment Service Provider is us, AIB Group (UK) plc trading as First Trust Bank.

**‘PIN’** stands for ‘Personal Identification Number’ and means any number we give you, or any number that you later choose, to use with your Card. You must keep this number secret.

**‘Principal Cardholder’** means a body corporate, a partnership, other unincorporated body, or an individual(s) in whose name an Account is maintained and who is Liable under this agreement.

**‘Security Code’** means the last block of 3 digits which appears on the signature panel on the reverse of your Card.

**‘Security Details’** means any security procedure you follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a passcode, access code, Security Code, or biometric data such as a fingerprint).

**‘Secure System’** means a system to enable the secure use of your Card over the internet for example Verified by Visa or Mastercard SecureCode.

**‘Transaction’** means a Cash Advance, or paying for anything using your Card, Card Number, PIN, or any other service you get with your Card including through the use of a Digital Wallet.

**‘Validity Period’** means the time during which a Card can be used, starting on the first day of the ‘VALID FROM’ month and ending on the last day of the ‘EXPIRES END’ month shown on the Card.

**‘we’, ‘us’ and ‘our’** refer to AIB Group (UK) p.l.c. trading as First Trust Bank, its successors or assigns.

**‘you’, ‘your’ and ‘customer’** refer to the Companies/Incorporated Society or Sole Trader/Partnership in whose name the Visa Business Card / Visa Business Gold Card Account is held and who is Liable under this Agreement.

**‘Website’** refers to our internet site, [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk)

**‘Your Branch’** means the First Trust Bank branch where the Principal Cardholder holds their account.

## General Information

### About us:

First Trust Bank is a trade mark of AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, 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 and entered on the FCA Register (registration number 122088).

### Contacting Us:

You can contact us through Your Branch, by email, by phone, by writing, by text message (if applicable) or by any other electronic means.

At the date of issue of these Terms and Conditions of Use our contact details are as set out below. These may change from time to time and up to date details can be found on your statements and on our Website.

**Our address is:**

First Trust Bank Card Services  
PO Box 333  
Belfast BT1 3FT

For lost, stolen or misused cards telephone us, 24 hours a day, at:

**+44 (0)28 9033 0099**

For all other queries telephone us, 24 hours a day, at:

**+44 (0)28 9024 1822**

**Contacting You:**

Subject to applicable law, we may contact you in person, by phone (including text message), post, hand delivery, by fax, by email or online (for example, via any message facility available on our online banking or similar systems) or other electronic means.

**Complaints:**

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.

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.

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)

**About our Credit Cards:**

Subject to the Agreement, our Credit Card service allows you to pay for goods and services purchased from Outlets, or to withdraw cash from Cash Machines or by any other means where the appropriate Credit Card logo is displayed.

**1. Looking after Cards and PINs**

1.1 You must only use your Card in accordance with the terms of this Agreement.

- 1.2. PINs will be sent in a sealed document which should be opened immediately and destroyed as soon as the number has been memorised. PINs may be changed at any AIB Group Cash Machine. Authorised Users must never tell anyone their PIN or Security Details, or never write down or record their PIN on their Card (or anything they normally keep with or near it) in any way which might be recognised as a PIN.
- 1.3. Authorised Users should sign their Card as soon as they receive it. They should take all reasonable steps to keep their Card safe and their PIN and other Security Details secret at all times. The Principal Cardholder should tell us immediately if you change your name, phone number or address. Cards remain our property at all times.
- 1.4. Authorised Users must not let anybody else use their Card, PIN, Security Details or any other code allocated to them by us or chosen by them.
- 1.5. Authorised Users must not tell anyone their Card Number, except when carrying out a Transaction or to register or activate the Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If they want to, they can register their Card and its number (but not their PIN, Security Details or any other code allocated to them by us or chosen by them) with a recognised card-protection company.

## **2. Loss or misuse of a Card, Device or Security Details**

- 2.1 If you or an Authorised User think someone else knows their PIN, Security Details or any other code allocated to you by us or chosen by you or the Authorised User or if any Card or Device is lost, stolen or likely to be misused, you or the Authorised User must tell us immediately. Call us, 24 hours a day on the number noted in the 'Contacting Us' section.
- 2.2. If you or an Authorised User have registered the Card with a card protection company, we will accept notice from them if the Card, PIN, Security Details or Secure System passcode has been lost, stolen or is likely to be misused.
- 2.3. Unless we can show that you or an Authorised User has acted fraudulently or without reasonable care, we will refund you the amount of any Transaction, interest and charges:
  - a) if you or an Authorised User has not received your Card and someone else misuses it; or
  - b) for all Transactions not authorised by you or an Authorised User after you or they have told us that the Card or Device has been lost or stolen or that someone else knows the PIN, Security Details, Secure System passcode or other security information; or
  - c) if someone else uses the Card details without permission and the Card or Device has not been lost or stolen.
- 2.4. If a Card or Device is misused before we are notified of its loss or theft, or that someone else knows the PIN, Security Details, Secure System Passcode or other security information, your liability will be limited to the first £50, unless you or an Authorised User has acted fraudulently or without reasonable care.
- 2.5. You are Liable for losses caused by someone who you have consented to use your Account, Card or Device (or that of an Authorised User) up to the time you or an Authorised User tell us that the Account, Card or Device has been misused. You are Liable for all losses if you or an Authorised User act fraudulently or without reasonable care.
- 2.6 In the event of loss or misuse of any Card or Device we would expect you and/or the Authorised User to co-operate with us and the police in any investigation.
- 2.7. Once a Card has been reported lost, stolen or likely to be misused, it cannot be used again. If found, it must be destroyed by cutting through the Chip.

## **3. Use of a Card**

- 3.1 Any Credit Limit on the Account will be set by us. We may vary this limit at any time. You may tell us, at any time, that you want to reduce your limit or the limit of an Authorised User. If you ask us to increase your limit or the limit of an Authorised User, this shall be at our discretion. You may exercise any of these rights by calling us on the number noted in the 'Contacting Us' section.

- 3.2 The Card may be used only within the Validity Period shown on it, and only when its use would not result in excesses to the Credit Limit for Authorised Users and/or the credit line on your Account. The Card may not be used if it has been cancelled or suspended by us.
- 3.3 In assessing whether your credit line or the Credit Limit for Authorised Users has been exceeded, in addition to the balance of the Account and the individual Authorised User balances, we may also take account of Transactions which we have authorised but which have not yet been charged, including estimated amounts.
- 3.4 When necessary we may give Authorised Users a replacement Card and/or PIN, but we will not issue any more Cards on your Account if you ask us not to do so. You may contact us on the number noted in the 'Contacting Us' section.
- 4. Visa Transactions and charges**
- 4.1 The Card can be used in the following ways:
- a) in conjunction with the PIN for point of sale Transactions, or Transactions using a Cash Machine;
  - b) for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a secure system (including the use of a Digital Card through a Digital Wallet);
  - c) through a Card or a Device enabled to make a Contactless Transaction to make purchases for small amounts without using the Chip and PIN or other Security Details. When making a payment using the Card or Device by way of a Contactless Transaction the Authorised User must place the Card or Device against the reader in the Outlet. The Card or Device, as applicable will be detected and the payment is completed without entering the PIN or other Security Details. Occasionally, for security or for Transactions over certain amounts, the Authorised User may also be asked to insert the Card into the card terminal and enter their PIN or on the Device they may be asked to enter their Security Details, to authenticate the Transaction and enable the Transaction to proceed. Details of these limits are available by contacting us. Some limits may not be disclosed for security purposes.
- 4.2 Charges will be levied in accordance with the details published from time to time and will be advised to you at the outset of this Agreement. If the charges are to be varied at any time we will advise you in writing, giving you at least two months' notice before the new charges take effect. On receipt of such notification you may terminate this Agreement in accordance with conditions 10.5 and 10.6 of these Terms and Conditions of Use.
- 4.3 The amount of each Transaction will be debited to your Account even if you or an Authorised User are in breach of this Agreement or it has ended.
- 4.4 You cannot stop or reverse a Transaction that has been made using the Card or Card Number once the Transaction has been completed (whether or not a PIN, Secure System Passcode, Security Details were entered, signed a voucher or by way of Contactless Transaction) as we guarantee the payment.
- 4.5 If you have recurring transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as internet or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last business day before the payment is due to leave your Account. You should also contact the company or service provider to advise them that you are cancelling the recurring transaction.
- 4.6 If we have reason to believe that:
- a) the security of the Card, Account or Device is compromised; or
  - b) the Card, Account or Device could be used to commit fraud, or by someone who does not have authority to use it; or
  - c) the Transaction seems unusual compared with the way you or an Authorised User normally use the Account, Card or Device; or
  - d) in the case of a Payment Service that offers you credit there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
  - e) the Transaction would damage our reputation, then we may prevent or stop any Transaction on the Account

- 4.7. Where applicable, we will try to contact you before we take a decision to decline a transaction, but it may not always be possible for us to do so. Please refer to the 'Contacting You' section for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a transaction by responding to the text message.
- 4.8 You are Liable (except as mentioned in Condition 2 of these Terms and Conditions of Use) for payment of:
- a) all Transactions, and
  - b) all interest and charges as advised to you and as amended from time to time, and
  - c) all losses and reasonable costs which we incur because of any breach of this Agreement.
- 4.9 Where a Card is used for a Cash Advance facility, a Transaction charge, is applied to each Cash Advance and is debited to your Account on the same date as the Cash Advance.
- 4.10 The amount of any non-sterling transaction will be converted to sterling at the rate of exchange applicable on the date the transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the transaction. We have no control over when the transaction will actually be processed by Visa. For transactions within the EEA, we can provide you with an indicative rate of exchange on the day of the transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a transaction and the date on which the transaction amount is debited to the Account. In addition to the fees and charges advised to you, you may also be charged a transaction fee by the local bank which processes the transaction. Our contact details are set out in the 'Contacting Us' section in these Conditions.
- 4.11 Payments for goods and services ordered by mail, telephone, internet or other electronic means may require, in some instances, a Security Code which is printed on or beside the signature panel on the back of the Card.
- 5. Refunds and non-acceptance**
- 5.1 If a transaction is unsatisfactory and the Outlet agrees to give you a refund, the Outlet must issue a refund that will then be processed by us and the amount credited to your Account within 10 Banking Days.
- 5.2 We cannot be held Liable (whether or not you or an Authorised User make or try to make the Transaction) for:
- a) any person failing or taking longer than expected to accept the Card, Device or Card Number, or
  - b) the way in which any other person communicates that they failed or took longer than expected to accept the Card, Device or Card Number or refused to authorise a Transaction; or
  - c) the publication of a refusal of Authorisation of any Transaction.
- 5.3 Refunds are not treated as payments made to your Account and therefore will not be reflected in the current amount due for settlement. The amount due, which is advised to you, should be settled in the normal way and will be recognised and taken into account on your next statement.
- 5.4 You should carefully examine all statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting Us' section.
- 5.5 Where your bank and the Payee's bank are both located in the EEA and the payment was in euro or the currency of a member state of the EEA outside the euro area:
- a) you must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed Transaction on your Account. Where you are not Liable under Condition 2.3 and you notify us without undue delay we will refund to you the amount of any payment debited to your Account which was not authorised by you

and, where necessary, restore your Account to the state it would have been in had the Transaction not taken place. You will be Liable for all unauthorised Transactions as a result of the breach of Condition 2.3. You will only be entitled to redress for an unauthorised or incorrectly executed payment if you tell us of the Transaction without undue delay and, in any event no later than 13 months after the debit date.

- b) If you have authorised us to make a payment from your Account and it has not been paid correctly by us you may be entitled to a refund if:
  - i. the authorisation you gave did not specify the exact amount of the payment; and
  - ii. the payment made from your Account was more than reasonably expected, taking into Account your previous spending pattern, the Terms and Conditions of your Account or Card and the circumstances surrounding the payment.

To apply for a refund in these circumstances, you must tell us without undue delay if both of the above happen and, in any case, no later than eight weeks after the amount is taken from your Account.

- 5.6 If condition 5.5(b) applies, we will either refund you the full amount of the payment or provide justification or refusal of your request for a refund within 10 Banking Days of receiving a request for the refund. You can complain to the Financial Ombudsman Service if you are not satisfied with this decision.
- 5.7 (a) If you make a claim for a refund set out in condition 5.5(b), you must provide to us all relevant information requested. Once we have received all the relevant information we have 10 Banking Days to respond to you.
  - (b) If we decide not to refund you we will advise you of our reasons. If you are not satisfied with these you may make a complaint. For details of how to contact us in this regard, please refer to the 'Complaints' section.
- 5.8 You are not entitled to a refund where:
  - a) you have given consent directly to the Payment Service Provider for the Transaction; and
  - b) information on the Transaction was provided or made available in an agreed manner to you by the Payment Service Provider at least four weeks before the due date.
- 5.9 Where you notify us of an incorrectly executed payment or non-execution of a payment we will make immediate efforts to trace the payment.
- 5.10 Where the Payee's bank is located outside the EEA and you wish to query or dispute a Transaction, it must be brought to our attention as soon as reasonably practical and within 60 days of its appearing on your Account statement, which may be up to 30 days from the date it was undertaken.
- 5.11 The Direct Debit Guarantee Scheme will protect payments you make by Direct Debit.

## **6. Statements and payments**

- 6.1 We will send you an individual monthly statement detailing the Transactions for each Authorised User who has used a Card during the monthly statement period. We shall also provide you with a monthly summary Account statement detailing the individual balances for all Authorised Users.
- 6.2 If an unauthorised or incorrectly executed payment has been made from your Account, within the EEA, you must notify us without undue delay. If we fail to execute a payment and you are eligible for a refund under condition 5, we will, without undue delay, put your Account back into the position it would have been in had the payment been correctly executed and reimburse you for any charges you have incurred and interest you have been charged by us for the incorrect execution.
- 6.3 You will only be entitled to redress for an unauthorised or incorrectly executed payment if you tell us of the Transaction without undue delay and, in any event no later than 13 months after the debit date.
- 6.4 The balance outstanding on your Account at the statement date will be collected in full by us, by Direct Debit, by the date shown on your monthly statement. We cannot make allowances for payments made at any First Trust Bank branch or any other bank until they

reach First Trust Bank, Card Services and are credited to your Account. The time it takes for a payment to reach your Account will vary depending on the payment method you have chosen.

- 6.5 You shall ensure that funds are available to meet any Direct Debit payment authorised in respect of your obligations under this Agreement. You will authorise your bank to pay upon presentation all Direct Debits initiated by us in respect of any sums due to us under this Agreement.

## **7. Authorised User**

- 7.1 Where you have given us authority to issue additional Card(s) and/ or PIN(s) for use on your Account by an Authorised User, you will be held Liable for their use. We will cancel any such Card at any time if you, or the Authorised User request this in writing in which case the Card must be destroyed by cutting through the Chip and delete or un-register all related Digital Cards.
- 7.2 By entering into this Agreement you give us authority to pass on information about Transactions carried out by any Authorised User on your Account to that Authorised User. However, no amendments to your Account details or the Credit Limit will be accepted from them.
- 7.3 By accepting these Terms and Conditions of Use of this Agreement each Authorised User agrees that we may give information which we hold from time to time about him or her as an Authorised User to:
- (a) the Principal Cardholder, other companies in the AIB Group and others outside the AIB Group for the administration of the Account, for debt collection and in the detection and prevention of possible loss or fraud;
  - (b) any proposed assignee or transferee of our rights and obligations under this Agreement.

## **8. Insurance**

- 8.1 Where you have elected to take insurance, information about you may be passed to any insurance broker, if appropriate, and to the insurer(s). This information may be used and disclosed for such purposes as underwriting, processing, administration, claims handling, fraud prevention and compliance and regulatory reporting purposes. For Sole Traders/ Partnerships, further details as to how insurers may use your information is detailed in our Data Protection Notice.

## **Sentinel® Card Protection**

- 8.2 If you choose to take advantage of Sentinel® Card Protection the premium will be charged to your Account, and annually thereafter. If you have chosen the 3 year option the premium will be charged every 3 years. We may from time to time change the premium rate giving you at least 30 days notice.

## **9. Withdrawal of the Card**

- 9.1 Provided we have good reason for doing so, we may at any time and if necessary without notice:
- a) cancel or suspend any right to use any Card or Account entirely or in respect of any particular function;
  - b) decide not to renew or replace any Card.
- If we take this action we will immediately advise you of this in writing.
- 9.2 Any action by us as detailed in Condition 9.1 above will not affect your outstanding obligations under this Agreement.
- 9.3 If a request for immediate payment in full has been advised to you in writing by us, we shall have the right to set-off and apply against such Liability all or sufficient of the monies (if any) standing to the credit of any other account you may have with us.



- 9.4 We may publish the suspension or cancellation of any Card and if we ask you or the Authorised User to return it, then you or they must do so at once, destroyed by cutting through the Chip and delete or un-register all related Digital Cards. In addition the Card may be retained by us.
- 10. Ending this Agreement**
- 10.1 This Agreement has no minimum term and remains in force until it is ended by you or us in accordance with these Terms and Conditions of Use.
- 10.2 We can end this Agreement immediately in any of the following circumstances:
- (a) on your bankruptcy or if you enter into a voluntary arrangement with your creditors;
  - (b) if you can no longer manage your financial affairs or you die;
  - (c) if any representations, warranties or statements made by you to us in connection with this Agreement are breached or are untrue in any material respect;
  - (d) if you commit any serious or repeated breach of this Agreement;
  - (e) if you default in making any payment hereunder when due, or if you are in breach of any other Agreement with us;
  - (f) to enable us to comply with any law, regulation or good practice;
  - (g) any other good reason.
- 10.3 If we take such action we will immediately advise you of this in writing.
- 10.4 We may end this Agreement by giving you at least two months notice in writing.
- 10.5 If you wish to end this Agreement you may do so in writing. For security reasons, immediately destroy all physical Cards held by all Authorised Users by cutting through the Chip and delete or un-registered all related Digital Cards. All recurring transactions should be cancelled as set out in Condition 4.5.
- 10.6 Whether this Agreement is ended by you or us the outstanding balance on your Account, the amount of any outstanding Transactions, fees, charges or interest will become immediately due and payable in full. The terms of this Agreement will remain in force until all money owed is paid.
- 11. General**
- 11.1 If we are prevented (directly or indirectly) despite all our efforts to the contrary from carrying out any of our obligations under this Agreement because of:
- (a) A fault which has happened in any transmission link; or
  - (b) an industrial dispute; or
  - (c) anything outside our control or that of our agents or subcontractors; or
  - (d) for the Card being retained, damaged or not honoured by a third party, we will not be Liable for this.
- 11.2 We will be Liable for the amount of any Transaction together with any interest and charges where faults have occurred in Cash Machines, or other systems used, which were not obvious or subject to a warning message or notice at time of use.
- 11.3 By entering into this Agreement you give us the authority to pass on information about your Account to members of the AIB Group of companies and other financial institutions with which we co-operate to provide the services associated with the Card. We will not disclose such information outside the AIB Group except under a strict code of secrecy to sub-contractors or persons acting as our agents.
- 11.4 You agree that we may carry out credit searches with one or more licensed credit reference agencies which will retain a record of each search. In the event of serious Account default, relevant details may be recorded with those agencies. We may also give those agencies information about you and the conduct of your Account on a regular basis. All this information may be used by lenders and others in assessing applications for credit by you and for occasional debt tracing and fraud prevention purposes.

- 11.5 If we offer you additional facilities or benefits to which Authorised Users have access by use of their Card, but which do not form part of this Agreement, then we may vary or withdraw these at any time without notice.
- 11.6 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.
- 11.7 Third parties providing applications or services in connection with a Digital Card or Digital Wallet may have their own agreements which you are subject to ("Third Party Agreements"). It is both yours and the Authorised Users responsibility to read and understand these Third Party Agreements before creating, activating or using a Digital Card or a Digital Wallet. We will have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with a Digital Card or Digital Wallet, including any fees or charges which may be charged to you by third parties.
- 11.8 If we choose not to, or if we cannot enforce any term which forms part of this Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- 11.9 We can transfer all or any of our rights and/or obligations under this Agreement at any time. Any such transfer will not reduce your rights under this Agreement unless you agree otherwise. You authorise disclosure of details relating to you and the Account to any prospective transferee.
- 11.10 To ensure we carry out instructions accurately, to help improve our service and in the interests of security, we may monitor and/or record telephone calls with us, including those with any authorised user. In the interests of security we may use CCTV recording equipment in and around our premises. All recordings are sole property and are accessed only under the supervision of one of our Officers.
- 11.11 The EEA state for the purpose of this Agreement is the United Kingdom and this Agreement is governed by the laws of Northern Ireland. In the event of a dispute the courts of Northern Ireland shall have exclusive jurisdiction.
- 11.12 All correspondence entered into under this Agreement will be in the English language.
- 11.13 We reserve the right at all times to amend, vary or supplement these Terms and Conditions of Use as a result of a change in the law, regulation or good practice, customer feedback or product development or for such other valid reasons as are advised to you at the time of notification of the change. If we want to make changes to your Terms and Conditions of Use, we will communicate these changes to you at least two months before they become effective (unless, by law or regulations, we are able to give you shorter notice). If you are not happy, you have the right to end your agreement with us. At any time up to two months from the date of the notice you may, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. On receipt of such notification you may terminate the relationship in accordance with conditions 10.5 and 10.6, subject to your immediately repaying all amounts outstanding as provided for in condition 10.6. However, if you continue to hold your Account after this time, you will be considered to have accepted the relevant changes. Any such notice to you shall be by putting a message in your statement or by sending you a written notice.
- 11.14 We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

## **Data Protection Notice – How We Use Your Information**

(this section refers to Sole Trader/Partnerships only)

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:**
- 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:**

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.

First Trust Bank is a trade mark of AIB Group (UK) p.l.c.  
(a wholly owned subsidiary of Allied Irish Banks, 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.