



Notice of changes to First Trust Bank Online Services Terms & Conditions

These changes to the Online Services Terms and Conditions will become effective from 21st August 2019.

WHAT DOES THIS CHANGE RELATE TO?	
Definitions	
We have updated some existing definitions to make these easier to understand. Some new definitions have been added and others that are no longer required have been removed.	
Where can I find this?	What does this look like in my terms and conditions?
Definitions Section (Pages 2-3)	<p>Updated Definitions;</p> <p>'Available funds' is the amount you can transfer from your Account. If you have an <i>arranged</i> overdraft with us, the amount of your <i>arranged</i> overdraft will be included in your Available Funds. Pending Transactions that you have made but have not yet been taken from your Account may reduce your Available Funds. For some Accounts, Available Funds may also include items you have paid into your Account which have not yet Cleared, and items which may later be returned.</p> <p>'Banking Services' means the <i>service which we supply, at our discretion, to you from time to time through Online, Mobile and Phonenumber Banking. This includes, but is not limited to, accessing Account balance and recent transaction information, and additional services. We may, at our discretion, only make available to you a limited number of Banking Services depending on which of the Online Services and Online Security Details you choose to use. For the avoidance of doubt, not all services will be available to or via third parties.</i></p> <p>'Card Reader' means <i>the device which may be issued to you by us for use together with your debit card for authentication purposes and to avail of (at our discretion) certain Banking Services.</i></p> <p>'Cut-off Time' means a time, usually towards the end of the Banking Day after which any payment order received (whether to credit or debit your Account) will be deemed to have been received in the following Banking Day. Further information on Cut-off Times for payment types is available within the Authorised Payments section of your Account terms and conditions, within Online Banking, the Mobile Banking App or through our customer service helpline (our contact details are set out in the "Customer Service" section of these Conditions).</p> <p>New Definitions;</p> <p>'App' is a computer program or piece of software designed for a particular purpose that you can download onto a Mobile Device or other electronic device.</p> <p>'Gross negligence' means a very significant degree of carelessness.</p> <p>'Mobile Device' means a portable computing device capable of accessing our Mobile Banking App that you have registered or paired to avail of certain Banking Services.</p> <p>'Online Security Details' means any combination of numbers, codes, words, device, biometric data or other security measure or procedure we require you to use to confirm your identity to access and authorise Banking Services. This includes, but is not limited to any Registration Number, PAC, fingerprint and/or a Card Reader generated code.</p> <p>'Registration Process' means the process(es) which must be properly and fully completed by an Account Holder applying to us for the provision of Banking Services using Online Services, including, but not limited to, application forms, online application forms and forms completed by you or by a Customer Service Adviser on your behalf, or information given to a Customer Service Adviser by you or, where applicable, registering any Mobile Device to use our Banking Services through our Mobile Banking App or Online Services.</p> <p>Removed Definitions;</p> <p>'Code Card', 'Smartphone' and 'User guide'</p>

WHAT DOES THIS CHANGE RELATE TO?	
References to Definitions	
This section details where we have updated references to existing, new or removed definitions throughout our Terms & Conditions.	
Where can I find this?	What does this look like in my terms and conditions?
Sections 1A, 6A 12A (2nd bullet point)	Where we have used the new definition of 'Online Security Details' to replace the removed definition of 'Code Card'
Sections 1B, 2B, 6C	Where we have used the new definition of 'Online Security Details' to cover where we individually reference the individual definitions of 'Registration Number', 'Card Reader' or 'PAC'.

Section 5C, 5D (previously 5E), 6G, 6K, 13A (2nd bullet point)	Where we have used the new definition of 'Online Security Details' to cover where we individually reference the individual definitions of 'Card Reader' and 'Code Card'.
Sections 1, 1D, 2, 2B	Where we have replaced 'Code Card' with the term 'Mobile Device'.
Section 1A	Where we have added a reference to the 'Registration Process'.
Section 3B	Where we have replaced the term 'Online Banking' with 'Online Services'.
Sections 5C & 5D (previously 5E)	Where we have added reference to the definition 'App' when talking about third party providers.
Section 7A	Where we have amended references to individual credit card products to 'Credit Card'.

WHAT DOES THIS CHANGE RELATE TO?

New conditions

This section details new clauses that we are introducing, with a short explanation as to what these clauses cover.

Where can I find this?	What does this look like in my terms and conditions?
Sections 1E (new)	Looking after your 'Mobile Device' and actions you must take if it is lost/stolen or you replace it. E. You must keep all Mobile Devices secured and before you replace or dispose of a Mobile Device, you must ensure that your Mobile Device is no longer registered to use Online Services through the Mobile Banking App and delete it from that device.
Section 5G (new)	Permitting a new type of third party provider called a card based payment instrument issuer (CBPII) to perform an availability of funds check on your Online Account. G. You may be able to permit a third party provider known as a card based payment instrument issuer (CBPII) to perform an availability of funds check on your online Accounts. A CBPII may offer its services to you through a website or App. If you agree to a CBPII accessing this information, you will be taken to an online or App platform which is controlled by us. You will need to use your Online Security Details at this stage to authenticate yourself to us and provide your explicit consent to us in order for the CBPII to perform an availability of funds check (by way of a "Yes/No" answer only) on your Accounts. At no stage will the CBPII have access to the actual balance of your Accounts. After you have provided your explicit consent and authenticated yourself to us, the CBPII will have the ability to complete future availability of funds checks when you ask them to do so, or until you have revoked the CBPII's access directly with us. You can withdraw your explicit consent at any time through Online Services.
Section 5H (new)	Considerations when using a third party provider H. If you are considering using a third party provider you should be able to check with the Financial Conduct Authority (FCA) or other relevant regulators whether the third party provider is authorised and/or registered by them. It is important you are satisfied that they are genuine before you choose to use a third party provider. Please be aware we are not required to check the terms of the consent provided by you for PISP or AISP services, this should be agreed between you and the third party provider.
Section 6M (new)	Circumstances where we may delay or stop a payment if we suspect it is unauthorised or fraudulent M. We may apply any security procedures we consider appropriate, including delaying or stopping a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent. We will not be responsible for any delay or failure in making any payment as a result of our security procedures.
Section 13C (new)	Circumstances where we can withdraw our Online Services without giving you notice. C. If you have not used our Online Services for at least one year or you have closed all of your Accounts eligible for Online Services, we may cancel your Registration Number, PAC, or Online Security Details without giving you notice.

WHAT DOES THIS CHANGE RELATE TO?

Amended Conditions

This section details conditions that have been amended to add clarity and reflect the changes we are making to how you login, make payments, use third party providers, and any other regulatory changes we need to make. We have also updated information about keeping your Online Security Details safe.

Where can I find this?	What does this look like in my terms and conditions?
Section 1A (amended)	A. <i>Your Registration Number and PAC will be generated during our Registration Process (and Card Reader, if requested, will be provided by us directly to you).</i> You must take all reasonable steps to keep your Registration Number, your PAC, the unique codes from your Card Reader or any Online Security Details we provide to use with Online Services safe and secure at all times.
Section 1B (amended)	B. You must not disclose any of your Online Security Details, whether directly or indirectly, to any third party except for certain people who have been granted power of attorney. You can give our Customer Service Advisers your Registration Number when discussing Online Services with them, but never your full PAC. For more information on how to protect yourself against the threats associated with fraud and scams, visit our Security Centre at firsttrustbank.co.uk/securitycentre .

Section 1C (amended)	C. If we post you a PAC, it will be in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. For security reasons <i>you must call us to confirm receipt of your PAC</i> before you can use Online Services. We recommend that you change your PAC to one you have chosen yourself.
Section 2A (amended)	A. If you think someone else knows your PAC, or if you believe it could be misused, you must change your PAC immediately. <i>You must also tell us as soon as possible on becoming aware of the loss, theft or misappropriation of any Mobile Device and/or Online Security Details or their unauthorised use by contacting our customer service helpline (our contact details are set out in the "Customer Service" section of these Conditions).</i>
Section 2D (amended)	D. To the extent applicable, this paragraph applies together with Section C, paragraph 9 of the First Trust Bank Personal Banking terms and conditions, <i>and Section C paragraph 5 of the First Trust Bank Business Banking terms and conditions.</i>
Section 3C (amended)	C. Browser types we recommend for best results: Google Chrome (latest version), Microsoft Internet Explorer 9 or higher or Firefox 9.0.1 or higher. In all cases it is important that you be on the most recent release of whatever version you are on. <i>If you have enabled browser add ons, some of these can cause problems logging into Online Services. You can manage or disable these through your browser settings.</i>
Section 4A (amended)	A. You agree to keep to these Terms and Conditions which are designed to reduce the risk of anyone using Online Services if they are not authorised to do so. You also agree to pay us for any loss, reasonable costs or damages that could result from you not keeping to these Terms and Conditions and <i>your Account</i> terms and conditions. This clause does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised transactions or incorrectly executed transactions (for example, instructions not followed correctly or transactions not carried out properly). Also, you do not have increased legal responsibility if you fail to keep to the security requirements for Online Services, as set out in these Terms and Conditions and <i>your Account</i> terms and conditions. Your legal responsibility would still be limited as set out in law.
Section 5C (amended)	C. If you can make payments from your Accounts through Online Services, you may be able to initiate payments through certain third party providers, <i>known as payment initiation service providers (PISP).</i> For example, if you are making a purchase online or via an App, you may be provided with an option to pay directly from your bank Accounts instead of using a debit card or Credit Card. In these circumstances, if you choose to pay directly from your Account you will be doing so via a third party provider. It is for a <i>PISP</i> to obtain your consent to initiate a payment this way. You will need to use your Online Security Details to authenticate yourself to us in order for the payment to be initiated. The Terms and Conditions for use of Online Services will apply including any applicable spending limits, signing instructions and Cut-off Times. Where payments from your Account are initiated by <i>PISPs</i> , we will consider the payment instruction to have been received when the <i>PISP</i> sends us the final instruction (even if you have authorised the payment earlier). If you wish to amend or cancel a payment initiated through a <i>PISP</i> you must follow the <i>PISP's</i> procedures as well as ours as outlined at Section C paragraph 2 subsection H of <i>your Account</i> terms and conditions.
Section 5D Previously was Section 5E (amended)	D. If you can access your Accounts through Online Services (even if you have view only access and are unable to make payments from your Accounts online) you may be able to permit a third party provider known as an account information service provider (<i>AISP</i>) to obtain information on your Accounts. An <i>AISP</i> may offer its services to you through a website or App. <i>It is for an AISP to obtain your consent to access information from your Account.</i> If they do so you will be taken to an online or App platform which is controlled by us. You will need to use your Online Security Details at this stage to authenticate yourself to us in order for the <i>AISP</i> to obtain information on your Accounts. After you have provided your consent to the <i>AISP</i> to obtain information on your Accounts and authenticated yourself to us the <i>AISP</i> will have the ability to obtain information on your Accounts for a period of time as confirmed to you by the <i>AISP</i> , without requiring your further consent and authentication each subsequent time they seek to obtain information on your Accounts in that period, unless you or we have revoked the <i>AISP's</i> access.
Section 5E Previously was Section 5F (amended)	E. If you have joint Accounts which are accessible online each Account Holder who has online access to <i>those Accounts</i> may have the ability to consent to an <i>AISP</i> accessing the Accounts online and obtaining information on <i>those Accounts</i> without being required to gain the consent of any of the other Account Holders.
Section 5F Previously was Section 5G (amended)	F. You may revoke an <i>AISP's</i> access to your Accounts either directly through the <i>AISP</i> , or through us. You can <i>do this</i> through Online Banking or by contacting a Customer Service Adviser. Please refer to Section 21: 'Customer Service' of these Terms and Conditions.
Section 5I Previously was Section 5H (amended)	I. We will only revoke a <i>third party provider's</i> access to your Account information if you tell us to, or if we have reason to believe <i>their</i> access to your Account to be unauthorised or fraudulent or if we become aware that the <i>third party provider</i> is no longer authorised and/or registered by the FCA.
Section 5J (renumbered)	<i>Previously was Section 5I.</i>
Section 5K Previously was Section 5J (amended)	K. If after we have revoked a <i>third party provider's</i> access to your Account and the reasons for suspending their access are no longer in existence, we will restore that <i>third party provider's</i> access to your Account for the remainder of the period of access. <i>In the case of an AISP the original period of access will not be extended by the period of time the AISP's access was suspended.</i>
Section 6A (amended)	A. You can use the same Registration Number and PAC for all the Online Services. You will <i>also need to use other Online Security Details (such as a Card Reader), or a combination of Online Security Details to confirm your identity to access and authorise certain Banking Services.</i>
Section 6C (amended)	C. You can use your <i>Online Security Details</i> to make transfers to and from your Account or Accounts, using the various facilities we provide for you to do so. We will take these amounts from your Account or Accounts immediately. If the money is being transferred using the 'Pay a Bill' or 'Transfer Money' option to an Account with another bank, the money will usually be available within two hours, but no later than the next Banking Day. However, if you transfer money using any of our Online Services after the Cut-off Time on Banking Days, this transaction will not be processed until the next Banking Day. For full details on all Cut-off Times, please see the <i>Authorised Payments</i> section of <i>your Account</i> terms and conditions.

Section 6E (amended)	E. Details of the daily transactional limits in relation to Online Services and the maximum amount which you may transfer using Banking Services (whether 'Pay a Bill', 'Transfer Money' and/or otherwise) during any Banking Day are available online at firsttrustbank.co.uk/onlinelimits or through our customer service helpline (our contact details are set out in the "Customer Service" section of these Conditions).
Section 6I (amended)	I. You must not create an <i>unarranged</i> overdraft or go over your <i>arranged</i> overdraft limit on an Account, or do anything else that goes against any other terms and conditions that apply to an Account or the Banking Services we offer through Online Services.
Section 14B.2 (amended)	Immediately in any of the following circumstances; <ul style="list-style-type: none"> • On your bankruptcy or you enter into a voluntary arrangement with your creditors; • If you can no longer manage your financial affairs or you die; • If any representations, warranties or statements made by you in connection with the Account or Online Services are breached or are untrue in any material respect; • If you commit any serious or repeated breach of these Terms and Conditions or your Account terms and conditions; • If you are in breach of any other agreement with us; • We have reasonable grounds to believe that you are no longer using Online Services and it has not been active for 12 months or more; • You act, or are suspected of acting, fraudulently against us or any other party; or • To enable us to comply with any law, regulation, code or good practice.

WHAT DOES THIS CHANGE RELATE TO?

Removed Conditions

This section details the clauses that we are removing. These are either no longer relevant, or will become redundant due to regulatory changes.

Where can I find this?	What does this look like in my terms and conditions?
Section 1E (removed)	E. However, you may choose to consent to a third party provider accessing your Account online to either initiate a payment on your behalf or obtain information on your Account as long as the third party provider is authorised and/or registered by the Financial Conduct Authority (FCA) or another European regulator. If you are considering using a third party provider you should be able to check with the FCA or other relevant regulators whether the third party provider is authorised and/or registered by them. It is important you are satisfied that they are genuine before you choose to use a third party provider. You may choose to give your online Security Details (including a code from your Card Reader or Code Card) to a third party provider if it is requested in a secure way. Third party providers must only access your Account online to either initiate a payment on your behalf or obtain information on your Account if you give your explicit consent to them. Please be aware we are not required to check the terms of the consent provided by you, this should be agreed between you and the third party provider.
Section 3H (removed)	H. Common add ons that can cause problems logging into Online Banking include (but aren't limited to) Toolbars, News or Stock Tickers, Instant Messaging, Weather alerts, Email alerts, Antivirus/Antispy and/or Games. You can manage and disable add ons within your browser 'tools' menu.
Section 3J (removed)	J. Display settings: We recommend that customers view Online Banking with a screen resolution of 1024 x 768, or higher, with 16 bits colour depth, although a screen resolution of 800 x 600 will work.
Section 5D (removed)	D. If you wish to consent to a Standing Order being set up online via a third party provider you may choose to give your online Security Details to them in order for them to do this on your behalf. In these circumstances the third party provider will be accessing your Online Banking directly in the same way as you would and as such we will not be able to identify that it is a third party provider and not you accessing your Online Banking. It is very important that you comply with paragraph 1 subsection E above and check to ensure that the third party provider is authorised and/or registered and are satisfied that they are genuine before giving your online Security Details to them.
Section 5K (removed)	K. If you choose to give your online Security Details to an account information service provider in order for them to obtain information on your Account directly in the same way as you would, we will not be able to identify that it is an account information service provider and not you accessing your Online Banking. In these circumstances the period referred to in subsection E of this paragraph does not apply. It is very important that you comply with paragraph 1 subsection E above and check to ensure that the third party provider is authorised and/or registered and you are satisfied they are genuine before giving your online Security Details to them.
Section 5L (removed)	L. If you have consented to an account information service provider accessing your Account directly as described in subsection K above of this paragraph, you may revoke an account information service provider's access to your Account through the account information service provider in accordance with any procedures they may have advised you of. Where you have consented to an account information service provider accessing your Account directly as described in subsection K above of this paragraph, you may revoke an account information service provider's access to your Account. You can do this by changing your PAC through our Online Services or by contacting us.

