

# Business accounts terms and conditions

Applies from August 2018



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# TERMS AND CONDITIONS

## Introduction

The specific terms and conditions contained in this brochure apply to the relevant Account type(s) chosen by you, i.e. Business Current Account, Managed Account, Business Access Account and Select Account.

In addition, the terms and conditions in Section A, subsection 4 'Data Protection Notice' below apply to all account types.

## Section A: Contact Information

The terms and conditions in this section (Section A) apply to all Accounts contained in this booklet.

### 1. Contacting us

You can contact us through our contact centre, through our branches, by email, by phone, or by any other electronic means (as set out in these terms and conditions), and using our various contact phone numbers. Further details on how to contact us are listed below. For personal and business account enquiries call 0345 6005 925<sup>†</sup> Monday to Friday from 9am to 5pm, excluding bank holidays.

- 1.1 For personal and business account enquiries call 0345 6005 925<sup>†</sup> Monday to Friday from 9am to 5pm, excluding bank holidays.
- 1.2 For our Helpline call 0800 389 6218.
- 1.3 For our Private Banking office call 028 9047 9786. You can also email [firsttrust.privatebanking@aib.ie](mailto:firsttrust.privatebanking@aib.ie).
- 1.4 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you or if your Card or if a Device is lost, stolen or likely to be misused call us immediately on our Freephone Helpline on 0800 0391 140 or 028 9033 0099 if calling from outside the UK. A Customer Service Adviser is available 24 hours a day.

- 1.5 For general information or queries regarding iBusiness Banking (iBB) call 0370 2430 331<sup>†</sup> Monday to Friday from 8:30am to 5pm, excluding bank holidays. You can also send an email to [ibbuk.customer.support@aib.ie](mailto:ibbuk.customer.support@aib.ie). It is our aim to respond to emails within one Banking Day. We will respond to you during office hours, 8:30am to 5pm, Monday to Friday, excluding bank holidays.
  - 1.6 For general information or queries regarding Online Services call Phoneline Banking on 0345 793 0000<sup>†</sup>. Log in and choose option zero (0) to speak to a Customer Service Adviser. A Customer Service Adviser will be available Mon-Sun 8am - 12am (Midnight). You can also send an email to [ftonline@aib.ie](mailto:ftonline@aib.ie). It is our aim to respond to emails within one Banking Day. We will respond to you during office hours, 9am to 5pm, Monday to Friday, excluding bank holidays.
  - 1.7 To report suspicious or fraudulent transactions, no matter what product or service they apply to call 028 9034 6034. A Customer Service Adviser is available 24 hours a day. Alternatively, you may use our Helpline number outlined at paragraph 1.2 above.
  - 1.8 We will give you details of Your branch when you open your Account.
  - 1.9 You can also contact us by writing to our head office at First Trust Bank, 92 Ann Street, Belfast, BT1 3HH.
- <sup>†</sup>Call charges may vary – refer to your service provider.
- 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  
FCA registered number 122088.

## 2. 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 message facility available on our Online Banking or similar systems) or other electronic means.

### 3. How we communicate with you securely

**3.1 Where we contact you by text message** - If we contact you by text message, in relation to your Card, you may be asked to confirm a transaction by responding to the text message. The text will come from +447537414900. This is a number for texting only and it won't answer if you ring it. We will identify ourselves straight away as 'First Trust Bank' and will not ask you for any personal information, account numbers or PIN numbers. You will be asked to confirm whether or not you made a transaction with a 'Y' or 'N' reply. If you are not happy to answer the text, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.

### 3.2 Where we contact you by phone -

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:

- NEVER ask you to make payments from your Account to any other account; and
- NEVER ask you to provide your Security Details.

If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and

call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.

### 3.3 Where we contact you by email -

We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.

**3.4** Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.

**3.5** To ensure we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You must also make sure that arrangements for receiving mail at your address are secure.

**3.6** Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

## 4. Data Protection Notice

AIB Group (UK) plc  
Effective 25 May 2018

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions

section or our contact details at [www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You can also ask for more details at your local branch.

1 Who we are

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).

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

2 Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [UKDPO@aib.ie](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.

3 How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

4 How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information

5 How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

6 Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

7 Consent

Sometimes we need your consent to use your personal information. With direct

marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

## 8 How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

## 9 Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with

other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

#### 10 International transfers of data

We may transfer your personal information outside of the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the EEA to these transfers and the use of the information, to ensure your rights are protected.

#### 11 Your personal information rights

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at [www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection)

We can help you with:

#### *Accessing your personal information:*

You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

#### *Updating and correcting your personal details.*

*Removing consent:* You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

*Restricting and objecting:* You may have the right to restrict or object to us using your personal information or using automated decision making.

*Deleting your information (your right to be forgotten).* You may ask us to delete your personal information.

*Moving your information (your right to Portability).* Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information.

#### 12 Making a complaint

If you have a complaint about the use of your personal information, 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.

You can also contact the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

13. Updates to this notice  
We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at [www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You will also find a copy on display at your local branch, or you can ask us for a copy.

## 5. Making a complaint - customers of First Trust Bank

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)

## Alternative Dispute Resolutions (ADR)

If you disagree with the final response we have given you in relation to a complaint about an Account opened with us online or a service taken from us online, you may use the online dispute resolution platform, which is available on [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) to refer the matter to the Financial Ombudsman Service.

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to cash machine charging information or access to a payment Account you will be able to contact the Payment Systems Regulator on 0300 456 3677.

## Important Information

All the information contained in these terms and conditions is correct at the time of printing. If there are any further changes to your terms and conditions which are to your detriment we will communicate these changes to you two months before the changes become effective.

## Section B: Definitions

Within these conditions, some words have special meanings.

**'We', 'us', 'our'** and **'Bank'** means First Trust Bank, its successors and assigns

**'You'** and **'your'** refer to the customer or customers in whose name the Account is held.

**'Account'** means the Business Current Account, Managed Account, Business Access Account and Select Account you hold with us.

**'Arranged overdraft limit'** means an overdraft amount we have agreed with you.

**'Authorised payment'** means a payment which has been made with your permission and in line with our terms and conditions.

**‘Available balance’** means the amount of funds in your Account that you may withdraw. This balance does not include the amount of any cheques you have lodged to your Account that have not yet Cleared.

**‘Bacs Direct Credit’** is a way to make and receive payments by electronic transfer directly into a bank or building society account using the Bacs payment scheme, mainly used for wages and salary payments.

**‘Bank of England base rate’** means the rate the Bank of England Monetary Policy Committee considers every month and publicly announces any changes to.

**‘Banking Day’** means any day of the week other than Saturday, Sunday or Northern Ireland bank holidays, even though some of our branches and services are open on non-Banking Days. Payments made into your Account on a day that is not a Banking Day will be processed the following Banking Day. However, with some payment methods (such as the Faster Payments Service), payments will appear in your Account, and be available to use, on the same day. The date that is shown for that payment (for example, on your statement), and the date from which the money starts to earn interest if it is in an interest-bearing account, will still be the following Banking Day.

**‘Business customer’** is any of the following:-

- Club, society, association, trustee, charity or other group – a person, group or body providing a service for the benefit of others.
- Company – a separate legal entity incorporated as a limited or unlimited company under the relevant Companies Act or a foreign company incorporated abroad.
- Limited Liability Partnership – a separate legal entity incorporated under the Limited Liability Partnerships Act (Northern Ireland) 2002.
- Partnership – two or more people operating a business together, in their own names or under a trading name, with a view to making a profit.

- Sole trader – a person operating a business in his/her own name, or under a trading name.

**‘Card’** means any First Trust Bank Business debit card issued by us to you for the purpose of carrying out transactions on the Account including any virtual or digital versions of the Card registered in a ‘Digital Wallet’.

**‘Cash machine’** means any automated teller machine which is capable of dispensing cash or providing other services associated with your Card.

**‘CHAPS’** is an electronic transfer system for sending, on a same day value (SDV) basis, any amount of sterling to another bank within the United Kingdom including First Trust Bank.

**‘Cleared’** and **‘Uncleared’** means when you lodge a cheque to your Account, it must go through a process known as the clearing cycle before you can withdraw the funds from your Account or you can earn interest on the amount. Once this process has completed the funds will become Cleared and are then available to you to withdraw. For more information on the clearing cycle please see our accounts guide which is available at any of our branches or on our Website.

**‘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.

**‘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 a 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’** means a payment a company or organisation takes from your Account on the date the payment is due. The company or organisation also has the authority to change the amount of the payment if they need to.

**‘EEA’** means the current members of the European Economic Area as may be amended from time to time.

**‘Electronic Payment’** means a payment which is initiated and processed using electronic means (for example, a Direct debit, Standing Order, Online Services or iBB transaction or a debit card or credit card transaction) and specifically excludes paper based transactions such as cheques and banker’s drafts.

**‘Excluded Account’** means an Account which is held for the benefit of a customer who is not an individual, and as defined by HM Revenue and Customs, on which interest is paid gross. For example Accounts held for the benefit of companies and certain trusts, clubs, societies, charities and associations.

**‘Faster Payments Service’** (FPS) is an Electronic Payment to accounts held with UK banks and building societies.

**‘GIRO Credit transfer’** means a method of paying cash or cheques into a bank account. They are commonly found in the form of tear-off strips at the bottom of utility, telephone and other regular bills.

**‘Gross negligence’** means a very significant degree of carelessness.

**‘Helpline’** means our Freephone service on 0800 389 6218. Some mobile phone providers may charge for calls to this number.

**‘Image Clearing System’** means the process that enables images of cheques to be exchanged between banks and building societies, through the Image Clearing System, for clearing payment.

Cheques processed through this system clear more quickly. It means that if you lodge a cheque on a banking day you will be able to withdraw the funds no later than 23:59 the next banking day (except bank holidays)

**‘International Payment’** means a payment, in any currency, from or to an account outside the

UK, or a payment from or to another account inside the UK in any currency other than sterling.

**‘Jointly and severally bound’** and **‘jointly and severally liable’** mean that if you have a joint Account, the terms and conditions will apply to all of you together as well as to each of you separately.

**‘Liable’** means to be held legally responsible.

**‘LIBOR’** means the London Interbank Offered Rate. This is the primary benchmark short-term UK fixed lending interest rate used by banks for periods from one week up to one year. The LIBOR is officially fixed every day at 11am (excluding bank holidays and weekends) by a group of London-based banks for each fixed period. This interest rate is guaranteed over the stipulated period of time.

**‘Managed LIBOR base rate’** the Bank’s Managed LIBOR base rate is a variable rate. The rate is determined on the last Banking day of each month using the average of the three month LIBOR rate published daily for that month rounded to three decimal places. The rate becomes effective at the close of business from the first Banking day of the following month. Changes will be advised to you in your monthly statement. Further details and confirmation of the current rate are available on our Website or by contacting any of our branches.

**‘Mandate’** means the instruction signed, or otherwise authorised, by you and any other account holder on your Account which is used to tell us how you want to manage the Account, for example how many signatories are needed to authorise a payment.

**‘Paper transaction’** means a transaction using paper cheques of any kind, including travellers cheques, bankers’ drafts, paper images, paper based vouchers and paper postal orders.

**‘Payee’** means the owner of an account to which a payment is to be credited.

**‘Payer’** means the owner of an account from which a payment is to be debited.

**‘Payment Services’** means the services we provide in relation to payments into and out of your Account.

**‘Payment Service Provider’** means an organisation that offers any Payment Services to customers including, but not limited to, us, AIB Group (UK) plc., trading as First Trust Bank.

**‘Payment Services Regulations’** or PSR’s means the Payment Services Regulations 2017 which are effective in the UK from 13 January 2018 and replaces the Payment Services Regulations 2009.

**‘Personal Savings Allowance (PSA)’** means from 6th April 2016 depending on the rate of tax you pay you could earn up to £1,000 of interest per tax year on your Account before having to pay tax on your interest. Please see [www.gov.uk](http://www.gov.uk) for further information.

**‘Quicklodge’** means any automated or manual facility we provide in our branches for paying money into your Account.

**‘Reference’** is a combination of letters, numbers or symbols used to identify a payment.

**‘Reference Interest Rate’** means an interest rate which comes from a publicly available source (for example, from [www.bankofengland.co.uk](http://www.bankofengland.co.uk)) and can be checked by us and you. An example of a Reference Interest Rate is the Bank of England base rate, LIBOR, Managed LIBOR base rate or any other interest rate which meets this description.

**‘Safeguard System’** means a system to aid the secure use of your Card over the internet, such as Verified by Visa, as that system or its name may change or be replaced from time to time.

**‘Security Details’** means any security procedure you follow or use to give or authorise 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).

**‘Standard exchange rate’** means a foreign exchange rate of the day, provided by us for payment amounts below the standard exchange rate threshold value which is available on our Website. The reference exchange rate used by us to determine the Standard exchange rate is the mid-market rate available at the start of the Banking Day.

**‘Standing Order’** means the account provider makes regular transfers, on the instruction of the

customer, of a fixed amount of money from the customer’s account to another account.

**‘Unauthorised payment’** means a payment which has been made without your permission and/or which may be considered as fraudulent.

**‘Value date’** means the date by which we take account of any item paid into your Account, or any item paid out of your Account, when we work out any relevant interest.

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

**‘Your branch’** means the particular First Trust Bank branch where your Account is maintained.

## Section C: General conditions that apply to all Accounts and Cards

These terms and conditions apply to any Business Current Account, Managed Account, Business Access Account and Select Account ('Account') held by a Business customer (referred to as 'you' and 'your') with AIB Group (UK) p.l.c., trading as First Trust Bank, its successors and assigns (referred to as 'the Bank', 'we', 'us' and 'our'); except to the Select Account where debit card, cheque withdrawals or arranged overdrafts are referenced as these services are not available on the Select Account. AIB Group comprises Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time including AIB Group (UK) p.l.c. As the Account holder you have agreed to be bound by these terms and conditions.

You will receive a copy of these terms and conditions when you open an Account and at any time you ask.

### 1. Lodgements and payments to your Account

A. Payments can be made to your Account by cash, cheque, draft, other Paper transactions and by Electronic Payments. We may in the future accept payments to your Account by other methods which we make available. Electronic Payments can be made into your Account using the Faster Payments Service, CHAPS or Bacs. Such payments are subject to the rules applicable to the relevant scheme. Information is available from Your branch or our Website. Lodgements and payments must be payable as follows:

- Sole trader - to you or your trading name\*
- Partnership - to any or all partners or your trading name\*
- Limited Liability Partnership - to the LLP or its trading name\*
- Company - to the company or its trading name\*

- Club, society, association, trustee, charity or other group - to the name of the organisation
- \* Cheques made payable to your trading name will only be accepted when a suitable indemnity has been completed. Cheques marked 'account payee' will only be accepted for credit to the account of the Payee.
- B. Any funds paid into your Account in cash or through an Electronic Payment, in the same currency as the Account, will be available to you on the Banking Day we receive them. If your Account earns interest, this will start from the date the cash or Electronic Payment is credited to your Account and will be calculated on the closing balance of your Account. Payments into your Account received after the Cut-off time may be credited on the following Banking Day.
- C. We will make information about individual payments made into and out of your Account available at all times (apart from when we occasionally carry out maintenance on our systems) through our contact centre, our branches, Online Services and iBB. You will also find the information on your statement.
- D. If you or someone else lodges money into your Account by cheque, you will have to wait until the cheque has Cleared before you can use the funds. You can find full details of the time it takes for cheques in the United Kingdom to clear in branch, via our Website, or in the Business accounts guide.
- E. We will not be Liable for any losses which you may incur as a result of a delay in the clearing or collection of cheques, where this delay is outside our control.
- F. If any item credited to the Account is not paid or if a payment to the Account is later recalled, we will take the amount of that item from your Account.

- G. The following conditions apply when using the Quicklodge facility in a branch.
1. We will check and approve all lodgements you have made using Quicklodge.
  2. We are authorised to open the Quicklodge envelopes, process the contents and credit them to a designated account. We will not have a duty to process any payments if it would otherwise be irregular for us to do so.
  3. We will not consider ourselves to have received any payments until we have opened the envelope and credited the amount to the designated account. Any lodgements through Quicklodge are processed on the same Banking Day.
  4. We will consider the total amount we receive to be the correct amount you made in your lodgement, despite any differences in the amount we receive and the amount shown on the lodgement form.
- H. You can use your Card to lodge money, up to a maximum of £20,000 in sterling notes and up to £250 in sterling coins in a single transaction, at the Post Office®. All notes must be sorted by denomination and coins must be in full bags before presentation. Cash paid in at the Post Office® using your Card will be credited to your Account on the same Banking Day.
- I. You can use a pre-printed lodgement slip to lodge money at the Post Office®. Cash paid in at the Post Office®, using a pre-printed lodgement slip will be credited the next Banking Day.
- J. You can use a pre-printed lodgement slip to lodge Cheques at the Post Office®. The clearance cycle for cheques lodged at the Post Office® begins the day we receive the cheques, usually the next Banking Day.
- K. The following table sets out when payments to your Account will be available for you to use.

Type of payment	When is my Account credited?
Online Services or iBB payment from a First Trust Bank Account	Immediate
Online Services payments to a credit card account in First Trust Bank	Same Banking Day
Electronic Payments to a credit card account in First Trust Bank (excluding Online Services payments)	
Standing Orders from a First Trust Bank Account	
Faster Payments Service (including Standing Orders)	
CHAPS payments	
Bacs Direct Credit	Value date of the payment
International Payments	Depends on the currency and whether the payment is 'standard' or 'urgent'
GIRO Credit transfers	For credits processed using the "Paper clearing system" - 3 banking days
	For credits processed using the "Image clearing system" - no later than 23:59 the next banking day (except bank holidays)

Type of payment	When is my Account credited?
Cheques	For cheques cleared using the "Paper clearing system" - 3 Banking Days
	For cheques cleared the "Image clearing system" - no later than 23:59 the next Banking Day (except bank holidays)
Cheque lodgement at the Post Office®	The clearance cycle for cheques lodged at the Post Office® begins the day we receive the cheques usually the next Banking Day
Cash lodgement in a First Trust Bank or Allied Irish Bank (GB) branch to a First Trust Bank Account or credit card account	Immediate
Cash lodgement at the Post Office® with a Card	Same Banking Day
Cash lodgement at the Post Office® using a pre-printed lodgement slip	Next Banking Day
Quicklodge	Same Banking Day
Night Safe	12pm the next Banking Day

#### L. Incoming International Payments

Incoming International Payments are payments that are received in any currency from banks based in another country or in any currency except sterling from banks based in the UK.

To receive an incoming International Payment, you must provide the Payer with the following:

- a) Your full Account name and address; and
- b) Your IBAN and BIC of First Trust Bank. Your IBAN is found on the front of your Account statement and First Trust Bank BIC is FTBKGB2B; or
- c) Your sort code and Account number; or
- d) For Euro payments originating within SEPA reachable countries by using SEPA, provide your IBAN.

Any incorrect information provided, including but not limited to IBAN and/or BIC may result in the delay of applying funds to your Account or the return of the incoming International Payment to the sending institution.

The fee for an incoming International Payment will be debited from the Account credited, unless you have agreed an alternative arrangement with Your branch or relationship manager.

Our fees and charges for International Payments are listed in our Customer Treasury Services Charges brochure which is available on our Website under "Fees and Charges" section or in any of our branches.

If you are receiving a payment within the EEA, in any currency, you and the Payee must pay your own bank charges. An intermediary bank may not deduct its charges from the payment amount on a payment made in an EEA currency within the EEA. For non-EEA payments, an intermediary bank may deduct its charges from the payment amount before it is made available to us or to the Payee's bank.

Any payment to your Account in a currency other than the currency in which your Account is denominated, will require a currency conversion using a foreign exchange rate.

For International Payments the exchange rate used for such conversions will be:

- a) for amounts up to and including our standard exchange rate threshold value, our applicable Standard exchange rate on the Banking Day on which the instruction is received by us; and

- b) for amounts over our standard exchange rate threshold value, for foreign currency payments to your Account, we will attempt to contact you to negotiate a rate before we make the conversion.
  - c) If we have been unable to contact you or have been unable to agree a rate with you within 2 hours of receiving the payment instruction or by 4pm at the latest on the Banking Day on which a payment is deemed to have been received by us, we will apply the prevailing dealer exchange rate as determined by us at that time.
- applicable, information relating to the Payer of the funds;
  - b) The amount of the payment in the currency in which the funds is received by us;
  - c) The amount of any charges payable by you for the payment;
  - d) The exchange rate used by us and the amount of the payment after the currency conversion;
  - e) The credit Value date; and
  - f) Any Reference information provided by the Payer or their bank.

The exchange rate used to convert an incoming International Payment by us on the day of processing the transaction, will be quoted on the payment advice sent to you by post.

Exchange rate losses may occur where an incoming International Payment is returned to the sending bank by us due to incorrect or incomplete payment information.

In the case of an incoming International Payment, if we receive an instruction before currency Cut-off time and for SEPA Credit Transfer before 4pm, we will process your payment on the Value date quoted, unless the Value date specified has passed or unless it is a non-Banking Day. If the date quoted has already passed, we will process your payment on the Banking Day we receive it. If a payment is received after the Cut-off time or on a non-Banking Day, this will be deemed to have been received the following Banking Day.

For payments received from other countries or paid in other currencies, various Cut-off times and Value dates apply. Please contact Your branch or relationship manager or visit our Website for currency Cut-off times. The Cut-off times for electronic channels are available on the relevant channel.

We will provide you with the following information as soon as reasonably practicable after the payment has been processed:

- a) A Reference number enabling you to identify the payment, and where

## 2. Withdrawals and payments from your Account

- A. We will follow your instructions to withdraw funds or make a payment from your Account whenever we can. In order for us to follow an instruction you must:
  - have sufficient funds in your Account to cover the payment or an Arranged overdraft limit which will cover the amount of the instruction;
  - give us all of the information we need; and
  - have authority to give us the instruction to make the payment from your Account.

If we accept a payment instruction and we are unable to carry out the transaction for any reason, we will let you know about this, unless we cannot tell you because of a law or regulation.

- B. Daily limits apply to the amounts that can be transferred through Online Services or iBB (see your Online Services or iBB terms and conditions or our Website for more information on these limits).
- C. Before we make a payment from your Account, we will need your authority to do so. How you do this will depend on the type of payment you want to make. If you sign a Direct debit form, or if you use Online Services or iBB to create payments, we take this as you giving permission. Other

forms of permission include a written letter of instruction or a completed and signed application form.

- D. As long as our procedures are complied with (including completing, either manually or online, the relevant payment instruction) and security requirements are followed, payments can be made from your Account by any of the methods listed in subsection 3 'Authorised Payments' below. We may in the future also allow payments by other methods which we make available.
- E. We will only allow payments from a joint account in line with the latest signing instruction (Mandate) that controls how you use the Account.
- F. If we allow money to be withdrawn from your Account and this takes your balance overdrawn or over any Arranged overdraft limit (if we have already agreed a limit with you), we will not be making a commitment to allow up to these amounts to be withdrawn in the future. If you want to go overdrawn or over any Arranged overdraft limit for a short period, you should discuss this with us beforehand. We will consider your request and tell you whether or not we can accept it. If you go over your Arranged overdraft limit, fees and charges will apply. You can find details of these amounts in our 'Business accounts price list' brochure, which is available in all our branches and on our Website.
- G. If we make a payment from your Account against money which has not yet Cleared, it does not mean we will do it again in the future.
- H. Once we have processed your payment instruction, you cannot cancel it. However, if you need to amend or cancel an instruction that you have given us before we process it, we will try to make your change if it is possible. If you need to amend or cancel a payment instruction, you should give details to Your branch in writing, by phone or by another method that we will tell you at the time. You will be responsible

for any extra fees, expenses and exchange rate losses which are caused by amending or cancelling a payment instruction and for the costs of any payment investigation you ask us to carry out.

- I. If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.
- J. We may choose to make security checks from time to time, including making phone calls to you or your authorised representative. We have the right to delay or not authorise a payment if we are suspicious that you have not authorised the payment or it is fraudulent. We will not be responsible for any delay or failure in making any payment for the reasons above.

### **3. Authorised Payments**

#### **3.1 Payment Types**

##### **3.1.1 Cash withdrawals, cheques, drafts and other Paper transactions**

- A. You can withdraw cash at our branches by signing a withdrawal receipt. You may need to provide identification when you withdraw cash at a branch. You can withdraw cash using your Card and PIN at our branches, at a Cash Machine, or at the Post Office®.
- B. You can withdraw funds by ordering a draft, by making payments by cheque or using a pre-printed GIRO Credit transfer slip. These methods will require your signature in order for a withdrawal to be made. This signed instruction will need to be given in line with the current Mandate for your Account.

- C. If using a pre-printed GIRO Credit transfer slip you will need to provide us with:
- A pre-printed credit transfer slip showing a valid sort code and account number of the account to which the funds are to be transferred;
  - The date and amount of the credit transfer;
  - Any other information that we may request from you in order for the payment to be made; and
  - Your signature in line with the current Mandate for your Account.

### **3.1.2 Online Services (Personal Business customers only)**

- A. If you are sending an Electronic Payment using Online Services to another bank or building society account within the United Kingdom, you will need to provide us with:
- The name of the Payee;
  - The sort code and account number of the account to which the funds are to be transferred;
  - The amount of the payment;
  - A meaningful Reference so that the Payee can identify you; and
  - Any other information that we may request from you in order for the payment to be made.
- B. If you are paying a bill using the 'Pay a Bill' option, you will need to select the correct Biller from the list provided. You will need to provide us with:
- The date and amount of the payment; and
  - A valid biller Reference so that the Payee can identify you.

You authorise an Electronic Payment via Online Services by using the relevant Security Details for Online Banking, Mobile Banking or Phonline Banking.

### **3.1.3 iBusiness Banking (iBB)**

- A. If you are sending an Electronic Payment using iBB to another bank or building society account within the United Kingdom, you will need to provide us with:
- The name of the Payee;
  - The sort code and account number of the account to which the funds are to be transferred;
  - The amount of the payment;
  - A meaningful Reference so that the Payee can identify you; and
  - Any other information that we may request from you in order for the payment to be made.

### **3.1.4 Standing Orders**

- A. You can set up, amend or cancel a Standing Order in one of our branches, in writing, through iBB or, if you are an Online Banking customer (Personal Business customers only), through Online Banking or through our contact centre. To set up a Standing Order you will need to provide us with:
- The name of the Payee;
  - The sort code and account number of the account to which the funds are to be transferred;
  - The amount of the payment;
  - A meaningful Reference so that the Payee can identify you;
  - The frequency of the payment (i.e. weekly, monthly etc.); and
  - Your permission in line with the Mandate for the Account from which the Standing Order payments are to be taken. If you are setting up a Standing Order in branch you give your permission by signing an instruction form. If you are setting up a Standing Order through iBB or Online Banking you give your permission by using the relevant Security Details.

In the event that the Payee of a Standing Order made by you switches their bank account to another provider you agree to us amending the account details with the Payee's new financial account details on your behalf.

To set up, amend or cancel a Standing Order in one of our branches or in writing you must let us know five Banking Days before the payment is due.

If you are an Online Banking customer, you can set up, amend or cancel a Standing Order through Online Banking or iBB or through our contact centre, up to 8pm the day before the payment is due. You can also view, amend or cancel a Standing Order through Mobile Banking.

### 3.1.5 Direct debits

- A. When you sign a Direct debit mandate, you are authorising an originator (for example, utility providers, telecommunication providers and other service and product providers) to collect a payment from your Account and to instruct us to pay this collection. We are entitled to rely on the instruction received from the originator in order to make a payment from the Account.
- B. In order to cancel or amend either a Direct debit payment or a Direct debit mandate, you must contact the originator with whom you have agreed the terms of a mandate.
- You can cancel a Direct debit in one of our branches, in writing or through our 'personal account enquiries' number (see Section A 'Contacting Us' for details), you must let us know by the end of the Banking Day before the payment is due.
- You can cancel a Direct debit through Online Banking or Mobile Banking (Personal Business customers only) up to 8pm the day before the payment is due.

### 3.1.6 CHAPS Payment

If you are sending a payment to another bank or building society account within the United Kingdom, you will need to provide us with:

- a) The name and address of the Payee;
- b) The sort code and account number of the account to which the funds are to be transferred;
- c) The date and amount of the payment;
- d) A meaningful Reference so that the Payee can identify you; and
- e) Your permission in line with the Mandate for the Account from which the payment is to be taken. If you are making a CHAPS payment in branch you give your permission by signing an instruction form.

- 3.2 We may, if agreed with us, accept verbal instruction from you on the phone after we have confirmed your identity by whatever means we deem appropriate. We may also accept authorisation from you for a payment to be made from your Account by any other means that we have agreed with you.
- 3.3 If we are advised that the Payee details of a payment you have authorised have changed, you agree to us updating the details in order for the payment arrangement to continue. If we cannot make the changes we will write to you to let you know.
- 3.4 In cases where a payment from your Account has been initiated by or through a Payee, you may be entitled to a refund if:
- a) the authorisation you gave did not specify the exact amount of the payment; or
  - b) 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.

3.5 To request a refund, you must tell us as soon as possible if either or both of the above happen and, in any case, no later than eight weeks after the amount is taken from your Account.

3.6 We will refund you within 10 Banking Days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same 10 Banking day timeframe along with our reasons.

3.7 You are not entitled to a refund if:

- a) you gave the Payment Service Provider direct permission to carry out the transaction; and
- b) the Payment Service Provider or Payee gave you information on the transaction, or made that information available to you, as agreed, at least four weeks before the date the payment was due.

If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Making a complaint' section of these terms and conditions for details.

3.8 The Direct Debit Guarantee Scheme will protect payments you make by Direct debit (this does not include SEPA Direct debits). This scheme protects you if a Direct debit payment you have not authorised is taken from your Account. If any money is wrongly, or incorrectly, taken from your Account by a Direct debit we will, when we are informed about it, refund your Account and restore your Account to how it would have been had the payment not been taken.

3.9 The following table sets out when payments from your Account can be made and when the funds will be available to the Payee. The timeframes assume we have received the payment instruction before the Cut-off time on a Banking Day. If we receive the payment instruction after the Cut-off time on a Banking Day, it will be deemed to have been received the following Banking Day. If we receive the payment instruction on a bank holiday, we will consider to have received it the next Banking Day. If we receive a payment instruction which is post-dated (dated for some time in the future), we will consider to have received it on the day it is due to be paid. If this is not a Banking Day, we will consider to have received it the next Banking Day.

Payment type	Method/Channel	When can I make this payment?	When is my Account debited?	Payment delivery timeframes
Cash withdrawal	Through a branch	During branch opening hours	Immediately	Immediately
	Cash Machine	Anytime	Immediately	Immediately
	At the Post Office®	During Post Office® opening hours	Immediately	Immediately
Transferring money to another First Trust Bank Account	Through a branch	During branch opening hours	Immediately	Immediately
	iBB	Anytime*	Immediately	Immediately
	Online Services	Anytime*	Immediately	Immediately
Faster Payments Service	iBB	Anytime*	Immediately	Payee's bank will usually be credited within two hours, but no later than the next Banking Day.
	Online Services	Anytime*	Immediately	Payee's bank will usually be credited within two hours, but no later than the next Banking Day.
CHAPS	Through a branch	Up to 4pm on Banking Days	Immediately	Same Banking Day
	iBB	Up to 5:25pm on Banking Days	Immediately	Same Banking Day
International Payments	iBB	Please refer to the 'payments information' link on the iBB navigation menu or to the 'International Payments Terms and Conditions' available in branch or on our Website.		
	Through a branch	Please refer to the 'International Payments Terms and Conditions' available in branch or on our Website.		

Payment type	Method/Channel	When can I make this payment?	When is my Account debited?	Payment delivery timeframes
Setting up or amending a Standing Order to another First Trust Bank Account	Through a branch	Allow five Banking Days	4am on the due date	Immediately
	iBB	Up to 8pm the day before the payment is due	4am on the due date	
	Online Services	Up to 8pm the day before the payment is due	4am on the due date	
Setting up or amending a Standing Order to another UK bank or building society	Through a branch	Allow five Banking Days	4am on the due date	Payee's bank will usually be credited on the same Banking Day, but no later than the next Banking Day.
	iBB	Up to 8pm the day before the payment is due	4am on the due date	
	Online Services	Up to 8pm the day before the payment is due	4am on the due date	
GIRO Credit transfer	Through a branch	During branch opening hours	Immediately	For credits processed using the "Paper clearing system" - 3 banking days
				For credits processed using the "Image clearing system" - no later than 23:59 the next banking day (except bank holidays)

\* Online Services may be unavailable between 3am and 7am due to essential maintenance.

#### 4 Using the Account

- A. You must, at all times, keep the Account in credit or within any arranged overdraft, buffer or authorised packaged limit, unless you have agreed otherwise with us. We will not provide you with an overdraft or any other type of credit if you are under the age of 18. You can lodge

Cleared funds to your Account up to 2pm (12pm on Christmas Eve, if it is a Banking Day) to cover any Direct debits, cheques or Standing Orders due to be taken from your Account that day. If the Cleared balance or the Arranged overdraft limit is not enough to cover the payments, some or all of them may not be paid.

- B. If you have an arranged overdraft on your Account, separate and extra terms and conditions will apply, which will have been provided to you. If you require another copy of these please ask Your branch or relationship manager.
- C. You should check the transactions on your statement regularly, and at least once a month, against your Account records. If an entry on the statement seems to have been made incorrectly or without your authority, you should tell us as soon as possible but no later than 13 months after the date the transaction was taken from your Account. This timeframe is reduced for payments initiated by or through a Payee (see section 3, subsection 3.4 – 3.7 above). Direct debits covered by the Direct Debit Guarantee Scheme are protected indefinitely.
- D. If your name, address, telephone number or any other contact details change, you must tell us immediately. You must also make sure that arrangements for receiving mail at your address are secure. If you do not keep to this condition, you may be Liable if the Account, cheques or Cards are misused.
- E. If we issue any cheque books or Cards for you to use on your Account, these will continue to be our property at all times. You must return these to us if we ask you to, cutting the physical Cards in half and delete or un-register all related Digital Cards. You must also take all reasonable care to make sure that the cheque books and Cards are not misused, lost or stolen. If your cheque book, Card or Device is lost or stolen, you must tell us as soon as possible.
- F. We may use any credit balance on any account you hold with one of our offices or branches to pay any amount (or part of any amount) you owe under any loan or overdraft if there has been a default in payment (where a payment due has not been made). We may use any credit balance held in your sole name against any amount you owe jointly with any other account holder. We may use any credit balance you have in a joint account to pay any amount you owe in your sole name. The first time we intend to do this we will give you at least 14 days' notice. We may not give you notice before we exercise this right again, but we will tell you about it afterwards. For the purposes of taking advantage of any rights under this clause, or any rights under the general law, we can convert or transfer all or any part of the credit balance in your Account into another currency, and apply an exchange rate which, in our opinion, fairly reflects the current rates. In these terms and conditions, 'rights under the general law' means any right to set off, combine accounts, lien (to keep hold of any property until you have paid a debt), or similar rights we have under any law. In relation to debit and credit balances on any accounts which form part of a global facility to more than one borrower, (a 'relevant account') we will be entitled to set-off and apply all credit balances on any relevant account in or towards satisfaction of any debit balances on any other relevant account at any time after any default by any borrower with a relevant account. This section does not apply to accounts designated to hold clients' funds.
- G. Where client funds are held in pooled accounts for firms which are not one of the following: legal, accountancy, insolvency practitioner, estate agency (doing estate agency business), high value dealers or casinos, we must verify the beneficial owners of the pooled funds.
- H. In line with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017:
- The customer must advise the Bank of any changes to its registered office, principal place of business, board

of directors/management body and senior management within 14 days of the changes and provide documentary evidence to the Bank, if requested, within a specified timeframe; and

- The Bank must obtain and verify the principal place of business and, in addition, details of the board of directors/management body and senior management of our customers.

The Regulations stipulate that if the information is not received within the specified timeframe we may have to freeze the accounts and move to exit the relationship.

## I. **Statements**

We must make your statement available to you at least every month and free of charge during any period that there has been a payment transaction on your Account. Personal Business customers have the option through Online and Mobile Banking to view eStatements. Using Online Banking you can choose to stop receiving your statements in paper format. If we do not hear from you, we will assume you are happy to receive your statement in the same way that you receive this information currently, for example, by way of paper statement or eStatement (Personal Banking customers only).

- J. You can at any time change how you receive your statement – just contact Your branch or relationship manager. However you choose to receive your statement, we will send you a statement at least every 6 months following your last transaction without being asked.

## 5 **Payments made incorrectly or without authority**

- A. If a payment has been made from your Account incorrectly or without your authority, you must tell us as soon as possible. If we fail to make a payment correctly or a payment is made without your authority and you are eligible for a

refund we will, as soon as possible, put your Account back to the position it would have been in had we made the payment correctly. We will also refund any charges you have had to pay and any interest we have charged as part of the incorrect payment. Unless stated otherwise, the provisions of this subsection A do not apply to payments made by cheque.

- B. You will only be entitled to a refund for an unauthorised or incorrectly executed payment if you tell us about the transaction as soon as possible and, in any case, no later than 13 months after the date the payment was taken from your Account. Different timeframes for notification apply to payments initiated by or through a Payee (see section 3, subsection 3.4 – 3.7 above) and Direct debits covered by the Direct Debit Guarantee Scheme which are protected indefinitely.

- C. Where any of your personal account details or other items allowing access to your Account (such as your Security Details) have been lost or stolen, you will be Liable to pay a maximum of £35 for any losses in respect of Unauthorised payments arising as a result. However, you will be Liable for all unauthorised transactions if you have acted fraudulently or with Gross negligence by failing to keep your Card, Device, PIN, Security Details or Safeguard System passcode safe in line with your terms and conditions or if you have (with intent or Gross negligence) failed to notify us without undue delay after becoming aware of the loss, theft or unauthorised use of any of the Cards or Security Details that we have issued to you in connection with the Account.

- D. You are not entitled to a refund if the payment details you provided were incorrect (for example, you gave us the wrong account number or sort code for the Payee) and we used these to make the payment. However, we will

make reasonable efforts to recover the funds involved in the payment. We may charge you for doing this. If we decide to charge you for this, we will tell you what the charge will be at the time you ask us to recover the funds. If you provide information as well as the payment details we ask for, we will only be responsible for making the payment in line with the payment details we asked for.

E. If we are unable to recover the funds you may write to us to request from us any relevant information we may have available in relation to the Payee in order for you to pursue recovery of the funds directly from the Payee.

F. You are not entitled to a refund from us if you have selected a Payee from your trusted beneficiaries list in Online Services or iBB in error and the Payee's Payment Service Provider receives the funds. If that happens, you must ask the Payee directly to return the funds to you. We will, however, make immediate efforts to trace the payment and give you notice of whether this has been successful.

G. If you dispute a transaction we have made on your Account and we refund this transaction, you must pay us back any refund you have claimed and we have the right to take this money from your Account if following our investigations, we find that you:

- a) Agreed the transaction;
- b) Have acted fraudulently or with Gross negligence;
- c) Do not tell us about the claim in line with your terms and conditions;
- d) Do not give us any information we ask for about your claim; or
- e) Do not send us the refund application form within 14 days from the date you first told us about the claim.

H. We may prevent or stop any transaction on your Account, if we have good reason to believe that:

- a) The security of your Account or Card is compromised; or
- b) The Account, Card 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 normally use your Card; or
- d) In the case of a payment service that offers you credit (for example, an overdraft), 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.

I. 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 Section A 'Contacting You' for the ways in which we can communicate with you.

## 6 Interest and exchange rates

- A. (i) The interest rates applicable to the Account are made available to you when you open the Account. The interest rates are variable. If we change the interest rates and these are to your detriment we will communicate these changes to you in writing two months before the changes become effective with the exception of changes to sterling Reference Interest Rate changes as detailed in (ii) below. Interest rates for agreed overdrafts are advised at the time of authorisation. Credit interest rates for Managed Accounts and Business Access Accounts are also available on our Website.
- (ii) If our sterling interest rates are linked to a sterling Reference Interest Rate, we can change our sterling interest rates immediately and without notice. (For changes to non-

sterling Reference Interest Rates see the Customer Treasury Services terms and conditions).

- B. Debit interest is calculated daily on the debit balance of the Account.
- C. Credit interest on Managed Accounts and Business Access Accounts, is calculated on a daily basis on the Cleared balance of the Accounts. It is calculated in mid-March, June, September and December and credited to the Account. Where credit interest and debit interest are applicable during a quarterly interest period, the amounts are netted before being applied to the Account.

Credit interest on Select Accounts, is calculated on a daily basis and credited to the Account at the close of business on or about 1st April each year.

- D. If the bank has given you written approval that balances in different current accounts can be combined for interest purposes, set-off interest applies. Set-off interest at 1% per annum is calculated daily, on any credit balances set-off against debit balances, and/or on any debit balances set-off against credit balances, whichever is the lesser. This set-off interest is in addition to any interest calculated on the net debit balance at the appropriate interest rate.
- E. Excess interest, where it applies, is calculated at 1.5% per month (minimum of £2 per month) in the following circumstances:
  - a) If your Account balance is maintained in credit or within an agreed overdraft facility, excess interest is not charged.
  - b) If your Account goes overdrawn without you first having received agreement from the Bank you will be charged excess interest on the overdrawn Account balance, plus any Uncleared funds.
  - c) If you exceed an existing overdraft facility you will be charged excess interest on that portion of the

overdrawn Account balance, plus any Uncleared funds which are in excess of the agreed facility.

- d) If your overdraft facility has expired you will be charged excess interest on the overdrawn Account balance, plus any Uncleared funds.

- F. Credit interest will be paid without deduction of tax on accounts held by companies, certain trusts, pension funds, clubs, societies and associations, provided the appropriate documentation is in place. From the 6th April 2016 credit interest on your Account will be paid gross (under new legislation tax will not be deducted when credit interest is paid). If your credit interest is more than your Personal Savings Allowance you may still have tax to pay. Please see [www.gov.uk](http://www.gov.uk) for information on the Personal Savings Allowance or speak to a tax adviser.
- G. Our currency exchange rates are displayed in our branches. Some of the currency exchange rates are also available on our Website, and you can also phone our contact centre or Your branch for details. We can change our exchange rate immediately and without notice.

## **7 Fees and Charges**

- A. We will have given you details of all our charges when you opened your Account, received your Card or when changes have been made to our fees and interest. An updated copy of this information is available by contacting us or by visiting our Website. We will let you know in writing at least two months beforehand if we plan to change our fees and charges.
- B. Fees and charges will be levied in accordance with the details contained in the price list for Business customers as published from time to time and which is available at all our branches. If the fees or charges change we will communicate notice of the change to you at least two

months before the changes becoming effective.

- C. Fees and charges accrued during the charging period will be advised to you at least fourteen days before they are charged to your Account.

## **8 Closure of the Account**

- A. There is no minimum period for how long your Account needs to be open. It will continue to be open until either you or we close it in line with these terms and conditions.

- B. We can close the Account immediately in any of the following circumstances. If we decide to do this we will, wherever possible, give you at least two months' notice in writing unless there are exceptional circumstances. These include, but are not limited to, the following:

1. If an encumbrancer takes possession of, or a receiver, administrator, administrative receiver, liquidator, trustee, manager or similar officer is appointed over all or any part of your business or assets;
2. If you are unable to pay your debts, within the meaning of s. 103 of the Insolvency (NI) Order 1989, or if you are the subject of an administration order or if you make or offer to make any voluntary arrangement or composition with your creditors or if you suffer a material change in your financial position which adversely affects your ability to perform your obligations in connection with the Account;
3. If you pass a resolution for, or are the subject of, a court order for your liquidation, whether compulsory or voluntary, except for the purposes of solvent amalgamation or reconstruction;
4. If you cease, or threaten to cease to carry on business;

5. If any representations, warranties or statements made by you in connection with the Account are breached or are untrue in any material respect;
6. If you commit any serious or repeated breach of these terms and conditions;
7. If you are in breach of any other agreement with us;
8. If we have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
9. You act, or are suspected of acting, fraudulently against us or any other party;
10. To enable us to comply with any law, regulation, code, or good practice; or
11. For any other valid reason, provided that the closure of the Account is a proportionate and reasonable response to the underlying reason.

If we decide to close your Account, we will immediately give you notice of this in writing.

- C. Upon closure of the Account, all sums owing shall become immediately due and payable. When the Account is closed, where applicable, we will pay you the interest you have earned up to that date. Debit interest, fees and charges will be charged up to the date of closure. You must return to us all chequebooks you hold, and delete or un-register all related Digital Cards. For security reasons, cut all physical Cards through the chip.
- D. If you decide to transfer your Account to another bank or building society using the Current Account Switch Service, we will give your new bank or building society information about your Standing Orders, Direct debits and bill payments on the second Banking Day of the account switching process, at the latest.
- E. Whether you or we close the Account, these terms and conditions will continue

to be in force until you have paid us any money you owe.

## **9 Death of the Account holder (Sole traders and Partnerships)**

- A. Sole traders upon notification of your death, we will return unpaid cheques presented for payment. The Account can then be closed by the executors or administrators of your estate on receipt by us of letters of probate or administration.
- B. Where a partnership consists of three or more partners, the death of one partner will cause the partnership to automatically dissolve which means that it will no longer exist, unless there is a partnership agreement in place which contains provisions to the contrary. You should therefore provide us with a copy of any partnership agreement which affects you.
- C. Where a partnership consists of only two partners, the death of one of the partners will cause the partnership to be automatically dissolved. The Account will therefore cease to operate from the date of death.

## **10 Extra conditions**

- A. If the Account is a joint account, these terms and conditions apply to you jointly and severally, that is they apply to all of you together as well as to each of you separately.
- B. You should take all reasonable steps to keep details of your Account secure and safe at all times and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- C. If we are prevented (directly or indirectly) despite all efforts to the contrary from carrying out any of our obligations under these terms and conditions because of:
  - (a) fault which has happened in any system used to carry out a transaction; or

- (b) an industrial dispute (for example a strike); or
- (c) anything outside our agents or subcontractors control; or
- (d) the Card being retained, damaged or not honoured by a third party, we will not be Liable for this.

- D. We may use any intermediary or agent bank and clearing and settlement system of our choice to execute any payment. The routing and channel(s) used by us is entirely at our discretion. If we provide you with services which are not covered by the Payment Services Regulations (including, but not limited to, cheques and other Paper transactions) we will not be responsible for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- E. You will be able to use your Card at most Post Offices® in the United Kingdom to withdraw cash, lodge cash and check a balance. You can also use a pre-printed lodgement slip to lodge cash and/or cheques at the Post Office®. The Post Office® will not be able to advise you on any financial or banking query about your Account or about our business, products or services and it will not be responsible for dealings with you or your Account. Should you have any queries in relation to your Account please contact us using the contact details in Section A 'Contacting Us'.
- F. 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 displayed as a warning message or on a notice at the time you used the machine or other system.
- G. To the extent permitted by law and except as otherwise set out in these Terms & Conditions we shall only be Liable to you for delay, mistake or omission

- on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be Liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be Liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. 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).
- H. All demands or notices issued in writing in connection with the Account will be sent by post to the last address notified by you, and provided we send it to that address it shall be considered to have been duly served and received on the day that the envelope containing the demand or notice should have been received.
- I. Some services associated with your Account, including overdrafts, have specific terms and conditions. These will apply in addition to these terms and conditions.
- J. If we choose not to enforce any term, or we cannot enforce any term which applies to the Account, this will not affect our right to:
- (a) Subsequently enforce that term; or
  - (b) Enforce any of the remaining terms which apply to the Account or the Card.
- K. We reserve the right not to open an Account or to refuse to take a lodgement or a deposit where we have a valid reason for so doing.
- L. We will not be responsible for providing advice or indicating the suitability of products.
- M. These terms and conditions are written in English and all our communication will be in English.
- N. The laws of Northern Ireland apply to these terms and conditions, and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of these terms and conditions.
- O. We may take whatever action we consider appropriate to meet our responsibilities in the UK or elsewhere in the world, to prevent fraud, money laundering or terrorism. People who governments believe to be involved in criminal activity may be put onto a sanctions list and financial institutions are not allowed to provide financial and other services to them. The action we take may include investigating and stopping payments into and out of an Account and making enquiries to find out whether a person has a sanction against them or if the payment goes against our policies. Making enquiries or investigating payments can take time and this may mean there is a delay or we may not be able to go ahead with your instructions.
- P. We reserve the right at all times to amend, vary or supplement these terms and conditions as a result of a change in the law, regulation, code 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 a change to your terms and conditions we will communicate these changes to you in writing at least two months before the changes become effective (unless, by law or regulation, we are able to give you shorter notice), except for changes to reference interest and exchange rates, as explained in condition 6 above. 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 condition 8, subject to your immediately repaying all amounts outstanding. However, if you continue to hold your Account after this time, you will be considered to have accepted the relevant changes.

### **Important information about compensation arrangements**

In the event that AIB Group (UK) p.l.c. is unable to meet its financial obligations, your eligible deposits are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This limit is applied to the total of any eligible deposits you have with First Trust Bank in Northern Ireland and Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain, each a trading name of AIB Group (UK) p.l.c. In the case of joint accounts, each account holder is protected up to this limit.

Any total deposits you hold above £85,000 between these trading names are unlikely to be covered.

For further information about the scheme (including the amounts covered and eligibility to claim), please ask at your local branch or refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)



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