

# Personal Lending Products

Terms and conditions

Applies from 15th July 2017





## Introduction

The details of your credit facilities are set out in the agreement which comes with this booklet. The agreement also sets out the specific terms and conditions that apply to your credit facilities and refers you to the terms and conditions in the 'relevant sections' of this booklet. Which sections are relevant to you depends on the types of facilities we have granted you.

These terms and conditions apply from 15th July 2017.

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## Section A: Definitions

**'Agreement'** The document that gives details of your credit facilities and the terms and conditions that apply to it, including those set out in this booklet.

**'Banking day'** Any day of the week other than Saturday, Sunday and bank holidays and public holidays in Northern Ireland.

**'Customer'** Also referred to as 'the borrower', 'you' and 'your'.

**'First Trust Bank'** Also referred to as 'the Bank', 'we', 'us' and 'our'.

**'Limit'** In the case of an overdraft, this is the maximum amount by which we have agreed you can go overdrawn. This includes all interest and fees.

## Section B: Conditions that apply to all personal lending products

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

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

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

#### A Disclosure of Information:

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

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

We may use this information in the following ways:

#### B Products and Services:

- To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.

- For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

### **C Credit Scoring and Credit Reference Agencies:**

- We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing credit review. Credit reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.
- Whether you borrow money from us or not, we may regularly give credit reference agencies details of your account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.
- In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.
- Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.

- To review your financial position across AIB Group, including debit and credit balances and security for advances.

### **D Other Third Parties:**

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

### **E Financial Crime Prevention:**

To prevent and detect fraud, money laundering or other criminal activity and to trace those responsible. If you give us false or misleading information, or we suspect fraud or other criminal activity, we will record this and may report the incident to the relevant authorities and fraud prevention agencies.

### **F Market Research:**

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

### **G Security and Service Improvement:**

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

### **H Miscellaneous:**

- Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- If you want details of the Credit Reference Agencies, Debt Collection Agencies or other third parties we use, please contact us.

- If you decide to proceed with this product/ service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.

## **2 Cancelling or withdrawing from your agreement**

Your agreement will show if you have the right to cancel your agreement or the right to withdraw from your agreement.

### **A Your right to cancel**

If you have the right to cancel your agreement this will be detailed at the end of the agreement.

You can do this by sending or taking notice of the cancellation, in writing, to the address at the top of your agreement. You have 14 days to do this, starting from the day after you receive this copy. You can use the form provided with your agreement. If you cancel this agreement, we must return to you any money you have paid and any property you have given as security. You will still have to repay any money we have lent you. However, if you repay all of it before the first instalment is due – or, if you are not paying by instalments, within one month of cancelling the agreement – you will not have to pay interest or other charges. If you choose not to cancel this agreement, you will have a duty to keep to the product's terms and conditions.

### **B Your right of withdrawal**

If you have the right of withdrawal this will be shown in the 'Other important legal aspects' section of your agreement and will detail the process you must follow if you want to withdraw from your agreement.

## **3 Offer period**

This offer is available for 14 days from the date on the letter you received with your agreement.

## **4 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

Website:  
www.financial-ombudsman.org.uk

## 5 General conditions

- A** The European Economic Area state for the purpose of this agreement is the United Kingdom. The agreement, and all correspondence relating to it, will be in English.
- B** We will not have a duty to provide the facility if we later find that any information you, or someone on your behalf, have provided in connection with the facility is inaccurate.
- C** As long as we have served you with any notice we must provide by law, we can end the agreement, or enforce any of its terms, if any of the following happen.
- 1** If you become bankrupt, enter into any arrangement with your creditors (the people you owe money to), or become 'legally incapacitated' (that is, unable to manage your own financial affairs).
  - 2** If any information you provide in connection with the facility is false in any material (significant) way, or if you fail to keep to any guarantees or statements you make to us.
  - 3** If you fail to provide any information which we feel is material (significant) to the facility.
  - 4** If you default (fail to make) any payment due under the agreement.
  - 5** If you break any of the conditions of the facility.
  - 6** If you die or, if the facility is secured by a guarantee, the guarantor (the person guaranteeing you will make any payments you owe) dies.
  - 7** If you withdraw any guarantee you or a guarantor have given us.
  - 8** If we decide there is a risk that you may not repay the facility.
  - 9** If there is any change, relevant to the borrowing, which we believe is not in our interest.
  - 10** If you break any other agreement you have with us.
- D** If you apply for the facility with another person (or other people), the agreement applies to all of you, and you will each be responsible, jointly and severally (all of you together as well as each of you individually), for the facility.

- E** The conditions in the agreement for repaying the facility will be separate from any other arrangements you make for any other amounts you borrow from us.
- F** After the balance you owe becomes due, we will have the right to set off all or part of the money you owe against money in any other account you hold with any of our branches (if any).
- G** If we delay giving you notice or taking advantage of any of our rights under the agreement, this will not mean we are giving up those rights and will not affect how we take advantage of those rights in the future.
- H** Any demand or notice we give you will be in writing, and will be signed by one of our officers or agents. If we send a demand or notice to the last address you gave us, we will consider it to have been served and received on the day that you should have received the envelope containing the demand or notice.
- I** The laws of Northern Ireland apply to this agreement, and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of the agreement or these terms and conditions. We have the right at all times to change and add to the terms of the agreement as a result of a change in the law or good practice, customer feedback, product development or for any other valid reason we give you at the time we tell you about the change. If the change is to your detriment we will notify you of it at least two months before the change becomes effective (unless, by law or regulation, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended terms and conditions. At any time up to two months from the date of the notice you may, without notice, switch or close the account to which the facility attaches without having to pay any extra charges or interest for doing this subject to you immediately repaying all amounts outstanding.

## Section C: Conditions that apply to specific personal lending products

### 1 Personal overdrafts

We grant the overdraft on the condition that the following terms and conditions are met.

- A** You must pay the following fees, charges and commission we charge to the account, without going over the overdraft limit.
  - 1** Security charges – we charge these when we take the security or when we have to pay legal costs (or both). When we are estimating these security charges, we assume that we will be able to investigate the title to the property or prepare security documents without any problems.
  - 2** Monthly charges and other commission – we charge these on the dates they are due and at fixed times, as set out in our price list.
  - 3** Fees and commission for support services, as set out in our price list – we charge these to your account when we provide the services.

The main fees and charges that apply to this account are as set out in the letter of sanction and in our price list. Fees may change in the future. If there are any changes to fees and charges, we will tell you before these changes come into force. You can also get full details of current fees and charges by contacting us or going to our website at [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk)

- B** We will work out interest on the cleared balance of the overdraft each day, and charge this to your account at the end of our normal charging periods and up to the date you or we close the account.
- C** We may reduce or increase the rate of interest that applies to the overdraft, in line with changes in our base rate as published from time to time. You will be able to ask at any branch for details of the current rate.



**D** Although we may sometimes allow a payment to go out of your account which takes your balance above your agreed overdraft limit, this will not mean we will allow similar amounts to go out of your account in the future.

## 2 Variable-rate loans

The following terms and conditions apply to the loan agreement.

**A** As long as we have served you with any notice we must provide by law, we can end the agreement, or enforce any of its terms, if you use the loan for a purpose other than the one agreed with you.

**B** There may be costs set out in the agreement (for example, security costs). You will need to pay these separately, when we ask.

**C** When we are estimating the security costs, we assume that we will be able to investigate the title to the property or prepare security documents without any problems.

**D** Depending on Section B, condition 5C, you must make the repayments from the first repayment date given in the loan agreement, as often as shown, until you have repaid the total amount in full. If a repayment falls due on a day which is not a banking day (for example, a bank holiday), you will need to pay it on the next banking day.

**E** If you fail to make a repayment on the loan, we can, subject to your right of appropriation under section 81 of the Consumer Credit Act 1974, take the repayment from any other amount you have paid to us. We can use this to pay all or part of the principal (the amount you borrowed) or interest.

**F** We will charge interest on the loan each day (even after any judgement) until you have made any payments due under the agreement which you missed on the dates they were due.

**G** We will work out interest each day at the rate given in the loan agreement on the cleared balance of the account, and charge it to your

account at the end of our normal charging period (currently in March, June, September and December) and when you or we close the account.

**H** We may reduce or increase the rate of interest that applies to the loan, in line with changes in the First Trust Bank base rate as published from time to time. You will be able to ask at any branch for details of the current rate.

**I** We may review the loan with you from time to time.

**J** You can end the loan by repaying the full amount, together with all the interest you owe up to that date. If you would like details of how much this is, please ask us.

**K** We have the right to change the number of repayments we expect you to make, and the amounts you repay, to compensate for changes in our base rate.

**L** We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

## 3 Fixed-rate personal loans

The following terms and conditions apply to the loan agreement.

**A** As long as we have served you with any notice we must provide by law, we can end the agreement, or enforce any of its terms, if you use the loan for a purpose other than the one agreed with you.

**B** Section B, condition 5C, you must make the repayments from the first repayment date given in the loan agreement, as often as shown, until you have repaid the total amount in full. If a repayment falls due on a day which is not a banking day (for example, a bank holiday), you will need to pay it on the next banking day.

- C If you fail to make a repayment on the loan, we can, in line with the terms of section 81 of the Consumer Credit Act 1974, take the repayment from any other amount you have paid to us. We can use this to pay all or part of the principal (the amount you borrowed) or interest.
- D We will charge interest on the loan each day (even after any judgement) until you have made any payments due under the agreement which you missed on the dates they were due.
- E We will work out interest each day at the rate given in the loan agreement on the cleared balance of the account, and charge it to your account at the end of our normal charging period (currently in March, June, September and December) and when you or we close the account.
- F You can end the loan by repaying the full amount, together with all the interest you owe up to that date. If you would like details of how much this is, please ask us.
- G We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.

#### 4 Masterplan Account

The following terms and conditions apply to the Masterplan Account.

- A Interest and all fees, charges and commission charged to the account will be met within the account limit we approve, rather than taking the account over its set limit.
  - 1 Security charges will become due when we take the security or have to pay legal costs.
  - 2 We charge fees and commission for out-of-course services (such as a certificate of interest) at the time we provide these services.

#### B Fees

The main fees and charges that apply to this account are as set out in the Masterplan Account agreement and in our price list. Fees may change in the future, and we will give you notice before we make any changes to the fees we charge. You can also get full details of current fees and charges by asking at any branch or visiting our website at [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk)

#### C Interest

- 1 Interest will build up each day, at the rate explained below, on the balance you have left to pay. We will charge this to your account every three months for the three-month period that has just passed, on our charging dates (currently in January, April, July and October) and when you or we close the account.
  - 2 We will tell you the interest rates that apply to your account when you open the account. We may reduce or increase the rate of interest that applies to the account, in line with changes in our base rate as published from time to time. You will be able to ask at any branch for details of the current rate.
- D There are a number of ways you can give us permission to make a payment. 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 the Online or Phonenumber Banking service to create payments, we take this as you giving permission. Other forms of permission include a written letter of instruction and filled-in and signed application forms. For full details on how to authorise each payment, please see section H.

**E** We have the right to charge you for cancelling or recalling any payment.

**F Maximum timeframes for making payments**

The timeframes are listed below.

Type of payment	Timeframe
Direct debit	Three banking days
Direct credit through Online Services	Same banking day
Standing order	Same banking day
CHAPS payment	Same banking day
International payment	Depends on the currency and whether the payment is 'standard' or 'urgent'
Cash lodgement in a First Trust Bank or Allied Irish Bank (GB) branch to a First Trust Bank or Allied Irish Bank (GB) credit card account	Immediate
A payment to a credit card account in First Trust Bank that is not made in cash (This does not apply to paper transactions.)	Close of business the next banking day
Online Services payments to a First Trust Bank credit card account	Same banking day
Credit transfer	Three banking days
Cheque	Six banking days

**G Payment cut-off times**

- 1 Details of the cut-off times for the payment services available to you through your account are set out below.
- 2 If we receive a request for a payment service after the cut-off time on any banking day, we will consider to have received it the next banking day.
- 3 If we receive a request for a payment service on a bank holiday, we will consider to have received it the next banking day.
- 4 If we receive a request for a payment service which is post-dated (dated for sometime 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.
- 5 If we refuse to make a payment in line with your payment instructions, we will treat the instructions as if we had not received them.

Type of payment	Cut-off time
Direct debit	5pm
Direct credit through Online Services	12am (midnight)
Standing order	Allow five banking days for the payment to be set up if you are going through your branch. You can set up these payments yourself using Online Banking.
CHAPS payment	4pm
International payment	Depends on the currency
Credit transfer	4.30pm

**Note:** For a full list of the currencies in which we make payments, the timeframes within which we must make the payments and the payment cut-off times, please ask us.

## H Authorised payments

1 Before we carry out any transaction on your account, these must be authorised by you in one of the following ways.

### a Direct credit

You must give us the following information.

- A valid account number and sort code for the account the money is to be transferred to
- The date and amount of the transfer
- Any other details we need for the transfer to go through successfully

### b CHAPS payment

You must give us the following information.

- A valid account number and sort code for the account the money is to be transferred to
- The date and amount of the payment
- Any other details we need for the transfer to go through successfully

### c Credit transfer

You must give us the following information.

- A pre-printed credit transfer slip showing a valid account number and sort code for the account the money is to be transferred to
- The date and amount of the credit transfer
- Any other details we need for the credit transfer to go through successfully

### d Direct debit

For us to properly carry out your request for a direct-debit payment, you must include the following in the direct-debit form you sign.

- Your account number and sort code
- Your reference number (if available)

We will treat each direct debit instruction we receive for your account as having been authorised by you.

### e Standing order

You must give us the following information.

- A valid account number and sort code for the account you want to make the payment to
- The Payee's details
- A reference number (if available) to make sure the standing order goes through successfully

### f Cash withdrawal

You must sign a withdrawal receipt when you make a withdrawal at a branch or you can withdraw cash from a cash machine using your card and PIN. You may need to provide identification when you withdraw cash at a branch.

### g Cash lodgement

You must sign a lodgement receipt when you lodge money at a branch or you can lodge money at a cash machine using your card and PIN.

2 In cases where you have authorised us to make a payment from your account, 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 To apply for 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.

4 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 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.

5 The Direct Debit Guarantee Scheme will protect payments you make by direct debit.

6 If section H2 above applies, we will either refund you the full amount of the payment or refuse your request for a refund, within 10 banking days.

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

1 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 and you are eligible for a refund under section H2, 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.

2 You will only be entitled to a refund for an unauthorised or incorrect 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.

3 You will be liable for up to £50 for any losses you suffer as a result of an unauthorised payment being made after your card, PIN or other security information has been lost or stolen. However, you will be liable for all unauthorised transactions if you have acted fraudulently or without reasonable care by failing to keep your card, PIN or other security information safe in line with your terms and conditions.

4 You are not entitled to a refund under section I1 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.

5 You are not entitled to a refund from us under section I1 if the Payee's payment service provider receives the funds. If that happens, you must ask the Payee to claim a refund direct from their payment service provider. We will, however, make immediate efforts to trace the payment and give you notice of whether this has been successful.

6 We may stop any transaction on your account if we have good reason to believe that:

- a your card or your account may no longer be secure;
- b the account or your card could be used to commit fraud, or by someone who does not have the authority to use it; or

- c 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.

If we stop a transaction, we will give you notice as soon as possible (either verbally or in writing), and in any case by no later than the end of the third banking day after we receive your instructions (unless it is illegal for us to do so or would put our reasonable security measures at risk). Once you have received this notice, you can contact us (see section A above) for details of how to put right any mistakes.

- 7 We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.
- J If we pay, from your account, any item which takes your overdrawn balance above the authorised limit, this does not mean we will pay any other items which take the account above the authorised limit in the future.
- K We may end this agreement in line with Section B, condition 5C and give you written notice to repay any overdrawn balance. You can also end this agreement by giving us written notice and repaying all the amounts you owe (if any), including interest and charges.

## L Statements

- 1 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, your branch and Online and Phonenumber Banking. You will also find the information on your statement if you receive one.

- 2 a We must make your statement available to you at least every month and free of charge. If you do not receive your statement as regularly as this, you can contact your branch to receive an eStatement or paper statement at least once a month. If we do not hear from you, we will assume you are happy with the present agreement.
  - b You can at any time change how you receive your statement – just contact your branch.
  - c However you choose to receive your statement, we will send you a statement every so often without being asked.
- M We will not be liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
- 1 a fault which has happened in any system used to carry out a transaction;
  - 2 an industrial dispute (for example, a strike); or
  - 3 anything outside our or our agents' or subcontractors' control.

## Section D: Contacting us

You can contact us through our contact centre, through our branches, by email and by phone, and through our various helplines listed below.

- A** For our Freephone helpline service (some mobile phone providers may charge for calls to this number)  
0800 389 6218
  
- B** If you think someone else knows your PIN, or if your card is lost, stolen or likely to be misused  
028 9033 0099  
A customer service advisor is available 24 hours a day.
  
- C** For general information about Online and Phoneline Banking or to sort out any problems with the service  
028 9034 6034
  
- D** We have a phone number you can use to report unrecognised, suspicious or fraudulent transactions, no matter what product or service they apply to. The number is 028 9034 6034 and it can also be found on our website [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk).  
A customer service advisor will be available to handle your query on a 24/7 basis.  
Calls may be recorded for training and monitoring purposes.

You can also contact us by writing to our head office at First Trust Bank, 92 Ann Street, Belfast, BT1 3HH.



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Call into any branch | Phone 0345 6005 925<sup>†</sup> | [www.firsttrustbank.co.uk](http://www.firsttrustbank.co.uk)

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