

# First Trust Bank Visa Card / First Trust Bank MasterCard INTO Visa Card / ICAI Gold MasterCard Terms & Conditions of use

**Effective date 31st March 2016**

These conditions apply to the Agreement (referred to as 'this Agreement') between the customer and AIB Group (UK) p.l.c., trading as First Trust Bank, for using any First Trust Bank Visa Card/MasterCard or INTO (Irish National Teachers Organisation) Visa Card or ICAI (The Institute of Chartered Accountants in Ireland) Gold MasterCard, but excluding any Card which includes the 'Options' features and benefits. Within this Agreement some words have special meanings:

**'Account'** means the Credit Card Account you operate by using your Card

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

**'Authorised User'** means another named person whom you have given permission to use your account authorisation means our confirmation to a bank or any Outlet that they can accept your Card for a Transaction

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

**'Card'** means any First Trust Bank Visa Card/ MasterCard /I.N.T.O. Visa card/Gold ICAI MasterCard we give you but excluding any Card which includes the 'Options' features and benefits

**'cash advance'** means getting cash, currency or a similar facility using your Card

**'Chip'** means an integrated circuit (eg. for use in a Payment Card)

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

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

**'Options Card'** means any First Trust Bank Options Visa or First Trust Bank Options MasterCard

**'Outlet'** refers to any business or individual accepting a Visa or MasterCard as a means of payment

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

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

**'PIN'** means any secret Personal Identification Number we give you, or which you subsequently choose, for use with your Card

**'Principal Cardholder'** refers to the customer in whose name the Account is maintained and who is liable under this Agreement

**'Recurring Payment'** is where you have entered into an Agreement with a company or service provider for them to take repeated payments from your Credit Card Account.

**'Security Code'** means the block of 3 digits which appears on or beside the signature panel on the reverse of your Card

**'tariff'** means the tariff of interest and charges published by First Trust Bank from time to time for your Card

**'transaction'** means a Cash Advance, or paying for anything using your Card, Card number, PIN, or any other service you get with your Card

**'validity period'** means the time during which your Card can be used, starting on the first day of the **'VALID FROM'** month shown on your Card and ending on the last day of the **'EXPIRES END'** month

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

**'you'** and **'your'** refer to the Principal Cardholder

## General Information

### About us:

First Trust Bank is a trade mark of AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.), incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and entered on the FCA Register (registration number 122088).

### Contacting Us:

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

Details of your branch will be provided to you when you open your Account. At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your Statements

### Our address is:

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

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

**++ 44 28 9033 0099**

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

**++ 44 28 9024 1822**

### Contacting You:

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

## **Complaints:**

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated.

You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephones: 0800 023 4567  
+44 20 7964 1000 (for calls from outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **About our Credit Cards:**

Subject to the Agreement, our Credit Card service allows you to pay for goods and services purchased from outlets, or to withdraw cash including cash from cash machines or by any other means where the appropriate credit card logo is displayed.

### **1. Looking after your Card and PIN**

- 1.1 You must only use your Card in accordance with the terms of this Agreement.
- 1.2 You should sign your Card as soon as you receive it. You should take reasonable steps to keep your Card safe and your PIN secret at all times. You should tell us immediately if you change your name or address. The Card remains our property at all times.
- 1.3 You must not let anybody else use your Card or your PIN.
- 1.4 You must not tell anyone your Card number, except when carrying out a Transaction or to report it lost, stolen or likely to be misused. If you wish you may register your Card and its number, but not your PIN, with a recognised card protection service organisation.
- 1.5 Your PIN will be sent in a sealed document which you should open immediately and destroy as soon as you have memorised the number. You may also change it at any AIB Group ATM (Automated Teller Machine). You must never tell anyone your PIN, or write or record it on your Card or anything you normally keep with or near it. You should never write or record it in any way which might be recognised as a PIN

## **2. Loss or misuse of a Card**

- 2.1 If you think someone else knows your PIN, or if your Card is lost, stolen or liable to be misused, you must tell us immediately calling 0044(0) 28 9033 0099 (24 hours a day), or contact any of our branches.
- 2.2 Notification of loss or theft of a Card will be accepted from card protection service organisations.
- 2.3 We will refund you the amount of any Transaction, interest and charges:
  - (i) where you have not received your Card and it is misused by someone else; and
  - (ii) for all Transactions not authorised by you after you have told us that your Card has been lost or stolen or that someone else knows your PIN.
  - (iii) if someone else uses your Card details without your permission and your Card has not been lost or stolen.
- 2.4 If someone else uses your Card before you tell us it has been lost or stolen or liable to misuse, the most you will have to pay is £50 if we can show that you or your Authorised User have been grossly negligent in causing that loss. You may have to pay £50 more than once if the Card is taken and returned to your possession more than once before we are notified that the Card is lost, stolen or liable to misuse.
- 2.5 You are liable for losses caused by someone who acquires possession of your Card (or that of an Authorised User) with consent up to the time you tell us that your Card is liable to misuse. You are liable for all losses if you or an Authorised User act fraudulently.
- 2.6 In the event of loss or misuse of any Card we would expect you to co-operate with us and the police in any investigation.
- 2.7 Once a Card has been reported lost, stolen or liable to misuse, it cannot be used again. If found, it must be destroyed by cutting through the Chip.

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

- 3.1 Any Credit Limit on your Card will be set by us. We may vary this limit at any time. We will not increase your limit if you have been identified as a customer at risk of financial hardship. You may tell us, at any time, that you want to reduce your limit. If you request us to increase your limit, this shall be at our discretion. You may exercise any of these rights by contacting us on (028) 9024 1822 or using our online facility.
- 3.2 You may use your Card only within the validity period shown on it, and only when its use would not result in you exceeding the Credit Limit on your Account. You may not use it if it has been cancelled or suspended by us.
- 3.3 In assessing whether the Credit Limit has been exceeded, in addition to the balance of the Account we may also take Account of Transactions which we have authorised but which have not yet been charged, including estimated
- 3.4 When necessary we may give you a replacement Card/PIN, but we will not issue any more Cards on your Account if you tell us in writing not to do so.

## **4. Transactions and Charges**

- 4.1 There are a variety of means by which you can authorise such Transactions, these include:
  - (a) authorisation by means of your Card used in conjunction with your PIN for point of sale Transactions or Transactions using a cash machine;

- (b) authorisation by means of your Card number and in some circumstances a Security Code for Transactions by mail, telephone, internet or by use of a secure system; and
  - (c) authorisation by means of your Card and signature where the other authorisation options in this condition are not available.
- 4.2 Charges will be levied in accordance with the details contained in the tariff as published from time to time and will be advised to you at the outset of this Agreement. If the charges are to be varied at any time we will advise you with your statement, giving you at least two months' notice before the new charges take effect. On receipt of such notification you may terminate this Agreement in accordance with conditions 11.3 and 11.5 of these Terms and Conditions of Use.
- 4.3 The amount of each transaction will be debited to your Account even if you are in breach of this Agreement or it has ended.
- 4.4 You cannot stop or reverse a transaction after it has been completed, (whether or not a voucher is signed or PIN entered), as we guarantee payment.
- 4.5 If you have Recurring Transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as internet or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last business day before the payment is due to leave your account. You should also contact the company or service provider to advise them that you are cancelling the Recurring Transaction.
- 4.6 If we have good reason to believe that:
  - (a) the security of your Card is compromised; or
  - (b) your Card could be used to commit fraud, or by someone who does not have authority to use it; or
  - (c) in the case of a payment service that offers you credit there is a significantly increased risk that you may not be able to pay back the money you have borrowedthen we may prevent or stop any transaction on your account.
- 4.7 Where applicable, we will try to contact you before we take a decision to decline a transaction, but it may not always be possible for us to do so. Please refer to 'Contacting You' for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a transaction by responding to the text message.
- 4.8 You are liable (except as mentioned in Condition 2 of these Terms & Conditions of use) for payment of:
  - (a) All Transactions, and
  - (b) all interest and charges as mentioned in the tariff, and
  - (c) all losses and reasonable costs which we incur because of any breach of this Agreement.
- 4.9 Where the Card is used to avail of a cash advance facility a transaction charge, as mentioned in the tariff, is applied to each cash advance and is debited to your Account on the same date as the cash advance.
- 4.10 The amount of any non-sterling transaction will be converted to sterling at the rate of exchange applicable on the date the transaction is debited to the Account in accordance with the procedures of Visa or MasterCard and accordingly the date of conversion may not be the date of the transaction. We have no control over when the transaction will actually

be processed by Visa or MasterCard. For Transactions within the EEA, we can provide you with an indicative rate of exchange on the day of the transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a transaction and the date on which the transaction amount is debited to the Account. In addition to the fees and charges referred to in the Tariff you may also be charged a transaction fee by the local bank which processes the transaction.

Our contact details are set out in the "Contacting us" section in these Conditions.

- 4.11 Payments for goods and services ordered by mail, telephone, internet or other electronic means may require, in some instances, a Cardholder Security Code which is printed on or beside the signature panel on the back of your Card.

## **5. Refunds and non-acceptance**

- 5.1 If a Card Transaction is unsatisfactory and the Outlet agrees to give you a refund, the Outlet must issue a refund voucher that will then be processed by us and the amount credited to your Account. No other method is acceptable. Unless the law provides otherwise, no claim by you against an Outlet may be the subject of a defence or claim against us.

- 5.2 We cannot be held liable to you (whether or not you make or try to make the Transaction) for:

- (a) any failure or delay by any other person to accept your Card or Card number; or
- (b) the way in which any other person communicates such failure or delay or communicates any refusal to authorise a Transaction; or
- (c) the publication of a refusal of authorisation of any Transaction.

- 5.3 Refunds are not treated as payments made to your Account and therefore will not be reflected in the current amount due for settlement. The amount due, which is advised to you, should be settled in the normal way and any will be provided within 10 Banking Days.

- 5.4 You should carefully examine all statements and any other Account information received by you or accessed by you online and immediately report any disputed transactions, errors or omissions to us. We recommend that you review your Account details online on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting Us' section of these Conditions.

- 5.5 Where your bank and the payee's bank are both located in the EEA and the payment was in euro or the currency of a member state of the EEA outside the euro area:

- (a) you must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed transaction on your Account. Where you are not liable under Condition 2.4 and 2.5 and you notify us without undue delay we will refund to you the amount of any payment debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in had the transaction not taken place. You will be liable for all unauthorised Transactions as a result of the breach of Condition 2.4 and 2.5. You will only be entitled to redress for an unauthorised or incorrectly executed payment if you tell us of the transaction without undue delay and, in any event no later than 13 months after the debit date.

- (b) If you have authorised us to make a payment from your Account and it has not been paid correctly by us you may be entitled to a refund if:

- the authorisation you gave did not specify the exact amount of the payment;
- and

- the payment made from your Account was more than reasonably expected, taking into Account your previous spending pattern, the Terms & Conditions of your Account or Card and the circumstances surrounding the payment.

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

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

## **6. Statements and payments**

- 6.1 Normally you will receive a monthly statement for your Card, unless your Account has a nil balance and has not been used. If there is no balance outstanding on your Account you will receive a statement at least annually
- 6.2 If an unauthorised or incorrectly executed payment has been made from your Account, within the EEA, you must notify us without undue delay. If we fail to execute a payment and you are eligible for a refund under condition 5, we will, without undue delay, put your Account back into the position it would have been in had the payment been correctly executed and reimburse you for any charges you have incurred and interest you have been charged by us for the incorrect execution.
- 6.3 You will only be entitled to redress for an unauthorised or incorrectly executed payment if you tell us of the transaction without undue delay and, in any event no later than 13 months after the debit date.

### **Condition 6.4 applies to Visa, INTO and ICAI Cards only**

- 6.4 You must pay at least
- £5 (or the full amount if less than £5);
  - 3% of the balance outstanding, (or for customers on Direct Debit, the fixed percentage of the monthly statement balance as chosen by you); or
  - 1% of the balance outstanding and default charges and interest on the current statement

whichever is the greater, to reach us by the payment due date as shown on your monthly Account statement. Failure to make the minimum payment by the payment due date may result in the Authorisation of Transactions being declined and a fee being applied to your Account.

- 6.5 On receiving your monthly Account statement you must immediately pay us any amount in excess of your Credit Limit, plus any other amount owed as a result of breaching this Agreement.
- 6.6 We cannot make allowance for payments made at any First Trust Bank branch or any other bank until they reach First Trust Bank, Card Services and are credited to your Account.

### **Condition 6.7 applies to Visa, INTO and ICAI Cards only**

- 6.7 If the Account balance exceeds the agreed Credit Limit, any amount collected by Direct Debit will be the agreed percentage of the monthly statement balance plus the amount over the limit. Should a payment (other than in cash) be received more than three days prior to the payment due date, the amount collected by Direct Debit will be reduced by this amount. Payments received within three days of the payment due date will not have any bearing on the amount collected by Direct Debit.
- 6.8 If you do not pay your balance in full we will allocate your payments to balances with the highest interest rate before balances with lower interest rates. Most commonly occurring payment types, which must be in sterling, are deducted from the Account balance in the following order:
- (a) all interest, administration and handling charges shown on any statement issued prior to receiving the repayment;
  - (b) all Cash Advances shown on any statement issued prior to receiving the repayment;
  - (c) all purchases shown on previous statements;
  - (d) all purchases shown on present statement;
  - (e) any Cash Advances not yet shown on a statement;
  - (f) all other fees not yet shown on a statement;
  - (g) any purchase not yet shown on a statement.
- 6.9 You shall ensure that funds are available to meet any Direct Debit payment authorised in respect of your obligations under this Agreement. You will authorise your bank to pay upon presentation all Direct Debits initiated by us in respect of any sums due to us under this Agreement.



### **Condition 6.10 applies to Visa, INTO and ICAI Cards only**

- 6.10 Should any payment to your Account by cheque or Direct Debit be subsequently returned unpaid for any reason, the payment will be deemed not to have been received and we may charge to your Account the interest that would have been due had the payment not been made in the first instance. This will be additional to any charge as detailed in the tariff.

### **Conditions 6.11 and 6.12 apply to MasterCard only**

- 6.11 The monthly payment agreed with us will be debited to your designated bank Account by Direct Debit. If you fail to maintain a Direct Debiting mandate in our favour, this will entitle us to suspend forthwith your right to use your MasterCard (see condition 10 of these Terms & Conditions of use). The initial monthly payment will fall due within the period stipulated by you on the MasterCard application form, following the first use of your MasterCard.
- 6.12 The amount of the monthly payment will be specified in your application or a lower amount at our discretion. If the outstanding balance is lower than the monthly payment the Direct Debit initiated by us will reduce the outstanding balance to nil and no further Direct Debits will be initiated until you use your MasterCard again.
- 6.13 Payment value will be applied in sterling to reduce the balance on your Account for the Banking Day the funds are received. If funds are received after 6pm or on a non-Banking Day, value will be given for the next Banking Day. You should be aware that payment processing times may differ depending on the payment method chosen and that payment processing times may be extended by a further Banking Day for paper initiated payments.

## **7. Interest**

- 7.1 Interest rates are detailed within the tariff issued to you at the outset of this Agreement We may vary the interest rate from time to time, in which case we will advise you giving you at least two months' notice of the change. On receipt of such notification you may terminate this Agreement in accordance with Conditions 11.3 and 11.5 of these Terms & Conditions of use.

### **Condition 7.2 applies to Visa, INTO and ICAI Cards only**

- 7.2 No interest will be charged on purchases if the full outstanding amount shown on your monthly statement is credited to your Account by the payment due date and additionally you have paid the full outstanding amount shown on your previous statement by the payment due date shown on that statement. If only part payment is made, interest will be calculated on a daily basis from the posting date until payment is received, and thereafter on the reduced balance up to and including the next monthly statement date, when interest for the period will be debited to your Account. If you pay the full balance on your current statement but have not paid the full balance on your previous statement you will be charged interest. Interest will be calculated on the amount unpaid on your previous statement.

### **Condition 7.3 applies to MasterCard only**

- 7.3 Interest will be calculated on a daily basis from the posting and will be charged at the rate shown on the monthly statement on any balance due to us on your Account. Such interest will be debited at the statement date and will be calculated on the daily balance throughout the statement period, being the date from the last statement to the date of the current statement.

## **8. Authorised user**

- 8.1 Where you have given us authority to issue an additional Card and PIN for use on your Account by another person, you will be held personally responsible for their use. We will cancel any such Card at any time if you request this in writing, in which case the Card must be destroyed by cutting through the Chip for security reasons, and returned to us by you or the authorised user.
- 8.2 By entering into this Agreement you give us the authority to pass on information about your Account or Transactions to any authorised user. However, no amendments to your Account details or the Credit Limit will be accepted from them.
- 8.3 By accepting the Terms and Conditions of Use of this Agreement each authorised user agrees that we may give information which we hold from time to time about him or her as an authorised user to:
- (i) The Principal Cardholder, other companies in the AIB Group and others outside the AIB Group for the administration of the Account, for debt collection and in the detection or prevention of possible loss or fraud;
  - (ii) any proposed assignee or transferee of our rights and obligations under this Agreement.

## **9. Insurance**

- 9.1 Where you have elected to take insurance, information about you may be passed to any Insurance broker, if appropriate, and to the insurer(s). This information may be used and disclosed for such purposes as underwriting, processing, administration, claims handling, fraud prevention and compliance and regulatory reporting purposes.
- 9.2 Failure to make the minimum payment by the payment due date may automatically cancel the insurance policies detailed in condition 10.3 of these Terms and Conditions.

### **Payment Protection Plan**

- 9.3 If you choose to take advantage of the First Trust Bank Optional Payment Protection Plan we will charge the monthly premium to your Account. We may from time to time change the premium rate giving you at least 30 days notice. Insurance premiums are inclusive of Insurance Premium Tax at the current rate. When the Account is closed all insurance policies will automatically be cancelled.
- 9.4 In the event of a claim any insurance payments we receive will be credited to your Account.

### **Sentinel® Card Protection**

- 9.5 If you choose to take advantage of our Sentinel® Card Protection the premium will be charged to your Account annually. We may from time to time change the premium rate giving you at least 30 days notice.

## **10. Withdrawal of the Card**

- 10.1 Provided we have an objectively justified reason for doing so, we may at any time and if necessary without notice:
- (a) Cancel or suspend any right to use the Card entirely or in respect of any particular function;
  - (b) decide not to renew or replace the Card. If we take such action we will immediately advise you of this in writing.

- 10.2 Any such action by us as detailed in condition 10.1 of these Terms & Conditions of use will not affect your outstanding obligations under this Agreement which will continue in force.
- 10.3 If a request for immediate payment in full has been advised to you in writing by us, we shall have the right to set-off and apply against such liability all or sufficient of the monies (if any) standing to the credit of any other Account you may have with us.
- 10.4 We may publish the suspension or cancellation of the Card and if we ask you to return it you must do so at once, destroyed by cutting through the Chip for security reasons. The Card may be retained by any person acting on our behalf.

## **11. Ending this Agreement**

- 11.1 Subject to service of any Notice required by Law we can end this Agreement immediately in any of the following circumstances:
  - (a) On your bankruptcy or if you enter into a voluntary arrangement with your creditors;
  - (b) if you can no longer manage your financial affairs or you die;
  - (c) if any representations, warranties or statements made by you or an authorised user to us in connection with this Agreement are breached or are untrue in any material respect;
  - (d) if you commit any serious or repeated breach of this Agreement;
  - (e) if you default in making any payment hereunder when due, or if you are in breach of any other agreement with us;
  - (f) to enable us to comply with any law;
  - (g) any other objectively justified reason.If we take such action we will immediately give you notice of this in writing.
- 11.2 We may end this Agreement by giving you at least two months' notice in writing.
- 11.3 If you wish to end this Agreement you may do so in writing. For security reasons all current Cards held by you or an authorised user must be destroyed by cutting through the Chip.
- 11.4 Whether this Agreement is ended by you or us the outstanding balance on your Account, the amount of any outstanding Transactions, fees, charges or interest will become immediately due and payable in full. The terms of this Agreement will remain in force until all money owed is paid.
- 11.5 If you choose to end this Agreement as a result of you rejecting an interest rate increase or a variation of our charges you must repay, over a reasonable period of time (i.e. not later than two months from requested closure date or such longer period of time as may be agreed between both parties), the outstanding balance of your Account including the amount of any outstanding fees, charges or interest. In this event the interest rate on your Account will remain unchanged and you must adhere to the condition 11.3 above.

## **12. General**

- 12.1 If we are prevented (directly or indirectly) from carrying out any of our obligations under this Agreement because of:
  - (a) A fault which has happened in any transmission link; or
  - (b) an industrial dispute; or
  - (c) anything outside our control or that of our agents or subcontractors, we will not be liable for this.
- 12.2 We will be liable for the amount of any transaction together with any interest and charges where faults have occurred in Automated Teller Machines, or other systems used, which were not obvious or subject to a warning message or notice at time of use.

- 12.3 If we offer you additional facilities or benefits to which you have access by use of your Card, but which do not form part of this Agreement, then we may vary or withdraw these at any time without notice.
- 12.4 If we choose not to, or if we cannot enforce any term which forms part of this Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- 12.5 We can transfer all or any of our rights and/or obligations under this Agreement at any time. Any such transfer will not reduce your rights under this Agreement unless you agree otherwise.
- 12.6 The EEA state for the purpose of this Agreement is the United Kingdom and this Agreement is governed by the laws of Northern Ireland. In the event of a dispute the courts of Northern Ireland shall have exclusive jurisdiction.
- 12.7 We reserve the right at all times to amend, vary or supplement its terms as a result of a change in the law 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, and the change is to your detriment, we will communicate these changes to you at least two months before they become effective (unless, by law or regulations, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended Terms and Conditions. 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 notice you may terminate this Agreement in accordance with Condition 11.3 subject to you immediately repaying all amounts outstanding as provided for in Condition 11.4 of these Terms & Conditions of use. Any such notice to you shall be by putting a message in your statement or by sending you a written notice.
- 12.8 Credit balances are not a feature of the Credit Card product and accordingly the Bank reserves the right to reject or return Transactions which create credit balances.
- 12.9 We will not normally return payments made into your account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.



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

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

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

## **1. Disclosure of Information:**

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

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

We may use this information in the following ways:

## **2. Products and Services:**

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

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

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

## **4. Other Third Parties:**

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

## 5. **Financial Crime Prevention:**

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

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

## 6. **Market Research:**

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

## 7. **Security and Service Improvement:**

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

## 8. **Miscellaneous:**

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

**The Money Advice Service** gives clear, unbiased money advice to help people make informed financial decisions. It is a free, independent service set up by the UK Government.

Advice and information is available online, [www.moneyadvice.service.org.uk](http://www.moneyadvice.service.org.uk), over the phone, 0300 500 5000\*, and face to face.

\*Calls should cost no more than 01 or 02 UK-wide calls, and are included in inclusive mobile and landline minutes. To help maintain and improve service, calls may be recorded or monitored.