

# FIRST TRUST BANK PERSONAL CREDIT CARD TERMS AND CONDITIONS OF USE

## EFFECTIVE DATE 25TH FEBRUARY 2019

**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 Options or Visa Gold Card. 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.

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

**'Authorised User'** means another named person whom you have given permission to use your Account.

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

**'Card'** means any Options Visa or Visa Gold 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.

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

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

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

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

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

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

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

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

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

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

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

**'Direct Debit'** means setting up a Direct Debit from your bank Account giving a company or organisation permission to take the amounts out of your bank account on the dates they are due, and to amend those amounts when necessary.

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

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

**'Loyalty Scheme'** means a scheme operated by us from time to time in connection with Options 1 whereby, on meeting certain criteria for designated 12 month periods, starting on the commencement date of Options 1 and on the anniversaries thereof, a benefit will be provided by us. Full details of the benefit and the criteria will be provided to you on the commencement of Options 1 or on any changes to them.

**'Options'** means the features and benefits attached to each of the available Card options.

**'Our Branch'** means any First Trust Bank branch.

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

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

**'Payment Service Provider'** means an organisation that offers any payment services to customers including, but not limited to, us, AIB Group (UK) p.l.c., trading as First Trust Bank.

**'PIN'** stands for 'Personal Identification Number' and means any number we give you, or any number that you later choose, to use with your Card.

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

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

**'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).

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

**'Validity Period'** means the time during which 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/VALID END' month.

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

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

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

The table below outlines the general features currently available on each product. However

the features and benefits are subject to change at any time. The interest rates applicable on each Options Card are included within the current Tariff leaflet, available on request.

Account Features	Options 1	Options 2
Interest Free Days	Up to 56	Up to 51
Loyalty Scheme	Yes	No
Authorised User	Yes	Yes

Account Features	Visa Gold
Interest Free Days	n/a
Loyalty Scheme	No
Authorised User	Yes

### 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 Our Branch, by email, by phone, by writing, by text message (if applicable) or by any other electronic means. At the date of issue of these Terms and Conditions of use our contact details are as set out below. These may change from time to time and up to date details can be found on your statements and on our Website.

#### Our address is:

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

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

**Freephone 0800 0391 141 or  
00 44 28 9033 0099**

For all other queries telephone us at:

**00 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.

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 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.

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.

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.

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.

## Complaints

If at any time you are dissatisfied with our service please let a member of staff in Our 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 Our 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  
00 44 20 7964 1000  
(for calls from outside the UK)

Email:  
complaint.info@financial-ombudsman.org.uk  
Website: www.financial-ombudsman.org.uk

Alternatively, 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.

## About our Credit Cards

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

### 1 Looking after your Card and PIN

- 1.1 You must only use your Card in accordance with the terms of this Agreement.
- 1.2 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 Cash Machine. Do not choose a PIN that is easy for someone else to guess (such as your date of birth or 1234). You must never tell anyone your PIN or Security Details. You should never write down or record your PIN on your Card (or anything you would normally keep with or near it) in any way which might be recognised as a PIN, or give someone else access to a Device you keep your details on.

1.3 You should sign your Card as soon as you receive it. You should take reasonable steps to keep your Card safe and your PIN and other Security Details secret at all times. You should tell us immediately if you change your name, phone number or address. The Card remains our property at all times.

1.4 You must not let anybody else use your Card, PIN, Security Details or any other code allocated to you by us or chosen by you.

1.5 You must not tell anyone your Card Number, except when carrying out a Transaction or to register or activate your Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If you want to, you can register your Card and its number (but not your PIN, Security Details or any other code allocated to you by us or chosen by you) with a recognised card protection company.

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

2.1 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 Device is lost, stolen or likely to be misused, you must tell us immediately. Call us, 24 hours a day on the number noted in the 'Contacting Us' section.

2.2 We will accept notice from a card protection company if you have your Card registered with them or from Visa, if your Card, PIN, Security Details or Safeguard System passcode has been lost, stolen or is likely to be misused.

2.3 You will not be Liable for losses resulting from use of the Card (other than where the Card was used by an Authorised User) after you have reported the Card lost, stolen or misused to us in accordance with clause 2.1 above. Subject to clauses 2.4 and 2.5, we will bear the full losses in the following circumstances:

- a) in the event of misuse when we have sent the Card to you or an Authorised User and you or the Authorised User do not receive it;
- b) in the event of unauthorised Transactions after we have had effective notification that a Card or Device has been lost, stolen or that someone else knows or may know the PIN, Security Details, Safeguard System passcode or other security information; or
- c) if someone else uses your Card details without your permission and the Card has not been lost or stolen.

2.4 You will be responsible for all losses incurred where the Card has been used by a person who acquired possession of or uses it with your or any other Authorised User's knowledge or permission. You will not be responsible for any losses incurred:

- before you received the Card;
- after notice under Conditions 2.1 to 2.2; or
- where the Card was used to make purchases by internet or telephone or mail order, with some limited exceptions, unless by someone acting or to be treated as acting with your permission.

2.5 To the extent permitted by law and except as otherwise set out in these Terms and 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).

2.6 If there is an unauthorised Transaction on an Account, you and any other Authorised Users must co-operate with us, and if applicable the police, in any investigations. You and any other Authorised Users must give us all the information you or they have regarding the circumstances of the lost, stolen or misused Card or Account or the disclosure of the PIN or other Security Details. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN or Security Details have been disclosed, we can give the police any information they think is relevant. If we can show that you or any Authorised User has acted fraudulently in relation to a Transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and charges.

2.7 Once you have reported your Card as being lost, stolen or likely to be misused, it cannot be used again. If you later find your Card, you must destroy it 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. You may tell us, at any time, that you want to reduce your limit. If you ask us to increase your limit, this will be at our discretion. You can contact us on the number noted in the 'Contacting Us' section.

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 that we have authorised but which have not yet been charged, including estimated amounts.

3.4 When necessary we may give you a replacement Card and/or PIN, but we

will not issue any more Cards on your Account if you ask us not to do so. You can contact us on the number noted in the 'Contacting Us' section.

## 4 Transactions and Charges

- 4.1 You can use your Card in the following ways:
- in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine;
  - for Transactions by mail, telephone, mobile phone or other portable Device, internet or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);
  - through a Card or a Device enabled to make a Contactless Transaction to make purchases for small amounts without using the Chip and PIN or other Security Details. When making a payment using your Card or Device by way of a Contactless Transaction you must place your Card or Device against the reader in the Outlet. The Card or Device, as applicable, will be detected and the payment is completed without you entering your PIN or other Security Details. Occasionally, for your security or for Transactions over certain amounts, you may also be asked to insert your Card into the card terminal and enter your PIN or on your Device you may be asked to enter your Security Details, to authenticate your Transaction and enable your Transaction to proceed. Details of these limits are available by contacting us. Some limits may not be disclosed for security purposes;
  - Use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting Us' section.
- 4.2 Charges will be levied in accordance with the details 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 in writing, or any other way we have agreed to contact you, giving you at least two months' notice before the new charges take effect, (unless, by law or regulation, we are able to give you shorter notice). On receipt of such notification you may terminate this Agreement in accordance with conditions 13.3 and 13.5 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 you have made using your Card or Card Number once the Transaction has been completed (whether or not you have entered a PIN, Safeguard System passcode, Security Details, signed a voucher or by way of Contactless Transaction) as we guarantee the payment.
- 4.5 If you have recurring Transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as internet or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last Banking Day before the payment is due to leave your Account. You should also contact the company or service provider

4.6

to advise them that you are cancelling the recurring Transaction.

If we have reason to believe that:

- the security of your Card, Account or Device is compromised; or
- your Card, Account or Device could be used to commit fraud, or by someone who does not have authority to use it; or
- the Transaction seems unusual compared with the way you normally use your Card, Account or Device; or
- in the case of a Payment Service that offers you credit there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
- the Transaction would damage our reputation

then we may prevent or stop any Transaction on your Account.

4.7

Where applicable, unless to do so would be a breach of security or be against the law, we will try to contact you before we take a decision to decline a Transaction, but it may not always be possible for us to do so. Please refer to the 'Contacting Us' section for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a Transaction by responding to the text message with a 'Y' or 'N' reply. The text will come from +447537414900. This is a number for texting only and it won't answer if you ring it. We will not ask you for any personal information, account numbers or PIN numbers. 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.

4.8

You are Liable (except as mentioned in condition 2 of these Terms and Conditions of use) for payment of:

- all Transactions; and
- all interest and charges as advised to you and as amended from time to time; and
- all losses and reasonable costs that we incur because of any breach of this Agreement.

4.9

Where the Card is used for a Cash Advance facility a Transaction charge is applied to each Cash Advance and is debited to your Account on the same date as the Cash Advance.

4.10

The amount of any non-sterling Transaction will be converted to sterling at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa. For Transactions within the EEA, we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to the Account. In addition to the fees and charges advised to you, you may also be charged a Transaction fee by the local bank which processes the Transaction. Our contact details are

set out in the 'Contacting Us' section. We have no control over third parties that might apply a charge to you for processing the Transaction or who convert the local currency into sterling and charge for doing this. We also have no control over the rates they may apply.

4.11

Payment for goods and services ordered by mail, telephone, internet or other electronic means may require, in some instances, a Security Code.

4.12

When you make a Transaction using your Card, the balance on your Account will usually be increased immediately by the amount of the Transaction. Sometimes, an Outlet (for example a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may reduce your available credit, although that pre-authorised amount may only be charged by the hotel or petrol station to your Account where you have obtained goods or services to the value of the pre-authorised amount. Once the Outlet instructs us to, we will remove the pre-authorised amount as soon as possible. We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.

## 5 Refunds and Non-Acceptance

5.1

If a Transaction is unsatisfactory and the Outlet agrees to give you a refund the Outlet must issue a refund to your Card. Once the refund is received by us the amount will be credited to your Account. For non-sterling Transactions the amount actually credited to your Account may, following deduction of relevant fees and charges, differ from the original amount of the Transaction carried out on your Account. We will not accept any other method of refund. Unless the law says otherwise, you cannot use a claim you have made against an Outlet as a defence or claim against us.

5.2

We cannot be held Liable (whether or not you make or try to make a Transaction) for:

- any other person failing, or taking longer than expected, to accept your Card, Device or Card Number; or
- the way in which any other person communicates that they failed or took longer than expected to accept your Card, Device or Card Number, or refused to authorise a Transaction; or
- the publication of a refusal of Authorisation of any Transaction.

5.3

Refunds are not treated as payments made to your Account and therefore will not be reflected in the current amount due for settlement. The amount due, which is advised to you, should be settled in the normal way and will be recognised and taken into account on your next statement.

5.4

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

5.5

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 you notify us without undue delay we will refund you the amount of any payment debited to your Account which was not authorised by you and restore your Account to the state it would have been in had the Transaction not taken place.

b) Where you have given your Card details to an Outlet and at the time you do not know the exact amount that will be debited from your Account (for example to book a hotel room or hire a car) you may be entitled to a refund if:

(i) the Authorisation you gave did not specify the exact amount of the payment; and

(ii) the payment made from your Account was more than reasonably expected, taking into account your previous spending pattern, the Terms and Conditions of use 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 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 timeframe along with our reasons.

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.

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 'Complaints' section of these terms and conditions for details.

5.7 Where you notify us of an incorrectly executed payment or non-execution of a payment we will make immediate efforts to trace the payment.

5.8 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.

5.9 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.

### Condition 6.2, 6.3, 6.4 applies to Options Visa Cards only

6.2 You must pay at least

- £5 (or the full balance if less than £5); or

- 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 the Transaction being declined and a fee being applied to your Account.

6.3 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 3 days prior to the payment due date, the amount collected by Direct Debit will be reduced by this amount. Payments received within 3 days of the payment due date will not have any bearing on the amount collected by Direct Debit.

6.4 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.

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

6.6 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.

### Condition 6.7 applies to Options Cards only

6.7 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 charges as advised to you.

### Condition 6.8 applies to Visa Gold Card only

6.8 The balance outstanding on your Account at statement date will be collected in full by us, by Direct Debit, by the date shown on your monthly statement. Any additional payment which you make to us will only take effect when received at the address notified by us and credited to your Account.

### Conditions 6.9 and 6.10 apply to Options Visa Cards only

6.9 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.

6.10 We cannot make allowances for payments made at any First Trust Bank branch or any other bank until they reach First Trust Bank, Card Services and are credited to your Account. The time it takes for a payment to reach your Account will vary depending on the payment method you have chosen.

## 7 Interest

### Condition 7.1 applies to Options Visa Cards only

7.1 Interest rates are advised to you at the outset of this Agreement. We may vary the interest rate for the various Card products from time to time, in which case we will advise you giving you at least two months' notice of the change (unless, by law or regulation, we are able to give you shorter notice). On receipt of such notification you may terminate this Agreement in accordance with conditions 13.3 and 13.5 of these Terms and Conditions of use.

### Condition 7.2 applies to Options Visa Cards only

7.2 No interest will be charged 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.

### Condition 7.3 applies to Visa Gold Cards only

7.3 If the Direct Debit initiated by us under Condition 6 of these Terms and Conditions of use is returned unpaid, interest will be charged on a daily basis, at a rate equivalent to 1.75% per month, on the balance outstanding, until the next statement date when interest for the preceding month will be debited to the Account. Interest will not be charged if you pay the full balance shown on your current statement by the payment due date shown on the statement and additionally you have paid the full balance shown on your previous statement by the payment due date shown on that statement. 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.

## **Section 8 applies to Options 1 Visa Cards only**

### **8 Loyalty Scheme**

- 8.1 The Loyalty Scheme applies to Options 1 only. If the Account is moved from this Options, the Loyalty Scheme will no longer apply.
- 8.2 In order to be eligible for any Loyalty Scheme benefits the Account must be held in Options 1 for a minimum period of 12 months and you must spend at least £5,000 (excluding Cash Advances and refunds) in a minimum of 12 Transactions.
- 8.3 Any Loyalty Scheme benefits due will be provided by us annually on or about the anniversary of the commencement of Options 1.
- 8.4 Any payment made under the Loyalty Scheme will be credited to the Account.
- 8.5 No benefit due under the Loyalty Scheme will be provided if this Agreement has ended or if the payments due by you in respect of the Account are in arrears.
- 8.6 No benefit due under the Loyalty Scheme will be provided if you fail to meet the criteria laid down for the Loyalty Scheme and that are advised to you on commencing Options 1 or any changes to them.
- 8.7 We reserve the right to change or withdraw the Loyalty Scheme at any time.

### **9 Switching Card Types**

#### **Condition 9.1 applies to Options Visa Cards only**

- 9.1 You may change from the original Card product chosen at the outset of this Agreement without closing your Account. Transactions will attract the interest rate applicable to the original Card product until the date that you request us to switch to another Card product. Thereafter the interest rate applicable to the new Card product will apply. When an Options is changed some of the features linked to the previous Options may no longer apply. The interest rates applicable on each Options will be provided to you on the commencement of the Agreement and may be amended from time to time. They are available at any time on request.

### **10 Authorised User**

- 10.1 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 Liable for their use. We will cancel any such Card at any time if you, or the Authorised User request this by contacting us, in which case the Card must be cut in half through the Chip for security reasons by you or the Authorised User and delete or un-register all related Digital Cards.
- 10.2 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.
- 10.3 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:
- 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;

- any proposed assignee or transferee of our rights and obligations under this Agreement.

### **11 Insurance**

#### **Conditions 11.1 and 11.2 applies to Options Visa Cards only**

- 11.1 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.
- 11.2 Failure to make the minimum payment by the payment due date may automatically cancel the insurance policies detailed in condition 11.4 of these Terms and Conditions of use.

#### **Condition 11.3 applies to Visa Gold Card only**

- 11.3 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.

### **Sentinel® Card Protection**

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

### **12 Withdrawal of the Card**

- 12.1 Provided we have good reason for doing so, we may at any time and if necessary without notice:
- Cancel or suspend any right to use the Card or Account entirely or in respect of any particular function; or
  - decide not to renew or replace the Card;
- If we take this action we will immediately advise you by contacting you as outlined in our 'Contacting You' section.
- 12.2 Any such action by us as detailed in condition 12.1 above will not affect your outstanding obligations under this Agreement.
- 12.3 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.
- 12.4 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 and delete or un-register all related Digital Cards. In addition the Card may be retained by us.

### **13 Ending this Agreement**

- 13.1 We can end this Agreement immediately in any of the following circumstances:

- on your bankruptcy or if you enter into a voluntary arrangement with your creditors;
- if you can no longer manage your financial affairs or you die;
- if any representations, warranties or statements made by you or an Authorised User to us in connection with this Agreement are breached or are untrue in any material respect;
- if you commit any serious or repeated breach of this Agreement;
- if you default in making any payment hereunder when due, or if you are in breach of any other Agreement with us;
- to enable us to comply with any law, regulation, code or good practice;
- 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;
- you act, or are suspected of acting, fraudulently against us or any other party; or
- for any other valid reason, provided that the ending of this Agreement is a proportionate and reasonable response to the underlying reason.

If we take such action we will immediately advise you of this in writing.

- 13.2 We may end this Agreement by giving you at least two months' notice in writing.
- 13.3 If you wish to end this Agreement you may do so at any time by contacting us. For security reasons, you must immediately destroy all physical Cards held by you or an Authorised User by cutting through the Chip and delete or un-register all related Digital Cards. All recurring Transactions must be cancelled as set out in accordance with condition 4.5
- 13.4 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.
- 13.5 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, 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 13.3 above.

### **14 General**

- 14.1 If we are prevented (directly or indirectly) despite all efforts to the contrary from carrying out any of our obligations under this Agreement because of:
- a fault which has happened in any transmission link;
  - an industrial dispute;
  - anything outside our control or that of our agents or subcontractors; or
  - for the Card being retained, damaged or not honoured by a third party,
- we will not be Liable for this.
- 14.2 We will be Liable for the amount of any Transaction together with any interest and charges where faults have occurred in Cash Machines, or other systems used, which were not obvious or subject to a warning message or notice at time of use.

- 14.3 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.
- 14.4 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.
- 14.5 Third parties providing applications or services in connection with your Digital Card or Digital Wallet may have their own agreements which you are subject to ("Third Party Agreements"). It is your responsibility to read and understand these Third Party Agreements before creating, activating or using a Digital Card or a Digital Wallet. We will have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with your Digital Card or Digital Wallet, including any fees or charges which may be charged to you by third parties.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 All correspondence entered into under this Agreement will be in the English language.
- 14.10 We reserve the right at all times to amend, vary or supplement these Terms and Conditions of use as a result of a change in the law, regulation, 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 of use, we will communicate these changes to you in writing at least two months before they become 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 of use. If you are not happy, you have the right to end this 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 13.3 subject to you immediately repaying all amounts outstanding as provided for in condition 13.4 of these Terms and Conditions of use. Any such notice to you shall be communicated to you by putting a message in your statement or by sending you a written notice.
- 14.11 Credit balances are not a feature of the Credit Card product and accordingly we reserve the right to reject or return

Transactions which create credit balances.

- 14.12 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.
- 14.13 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.

## Section 15 applies to Options Visa Cards only

### 15 Your Right to Withdraw

You have the right to withdraw from your Agreement beginning on the later of (i) the day after your Agreement is made (which is when both you and we have signed and dated the Agreement) or (ii) the day after you receive a copy of your executed Agreement, or (iii) the day we notify you of your actual Credit Limit, and ends 14 days later. You can do this by contacting us on the phone number or address set out in the 'Contacting Us' section.

## 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: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.