

Personal banking (current, select deposit and youth accounts)

Terms and conditions

Apply from July 2017

Includes:

Junior Saver Account
Student 12 to 18 Account
Student+ Account
Graduate Account
Basic Bank Account
Classic Account
Packaged Account
Plus Account
Premier Account
Private Banking Current Account

Select Deposit Account

Visa debit card

Online Services



These terms and conditions apply to any personal account ('the account') held by a personal account holder (referred to throughout these terms and conditions as 'you' and 'your') and AIB Group (UK) p.l.c., trading as First Trust Bank, its successors and assigns (referred to throughout these terms and conditions as 'we', 'us' and 'our'). AIB Group is made up of Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time, including AIB Group (UK) p.l.c. As the account holder, you agree to be bound by these terms and conditions. We will give you a copy of these terms and conditions and the price list when you open an account. You can also get a copy from your branch, our Private Banking office or from our website www.firsttrustbank.co.uk

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Section A: Useful phone numbers

You can contact us through our contact centre, through our branches, by email, by phone, by text message (if applicable) or by any other electronic means (as set out in these terms and conditions and in our 'Customer care – our commitment to you' brochure), and through our different helplines listed below.

1. For our Freephone helpline service (some mobile phone providers may charge for calls to this number)
0800 389 6218
2. For our Private Banking office
028 9047 9786
You can also email
firsttrust.privatebanking@aib.ie
3. If you think someone else knows your PIN, security details or any other code allocated to you by us or chosen by you or if your card or if a device is lost, stolen or likely to be misused call us immediately on
028 9033 0099
A customer service advisor is available
24 hours a day.
4. For general information about Online Services or to sort out any problems with the service
028 9034 6034
5. We have a phone number you can use to report suspicious or fraudulent transactions, no matter what product or service they apply to. The number is 0044 (0) 28 9034 6034. A customer service advisor will be available from 8.30am to 5pm, Monday to Friday. Outside these hours, there will be a recorded answering service. You can leave a message and we will follow it up the next banking day. We will also record the message and add it to our files.

We will give you details of your branch when you open your account.

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

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

Contacting you

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

Section B: Definitions

Within these conditions, some words have special meanings.

'Account' means the personal current, youth or select deposit account you hold with us, and which you can use with your First Trust Bank Visa debit card.

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

'Authorisation' means our confirmation to a bank or any outlet that they can accept your Visa debit card for a transaction.

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

'Available balance' means the amount of funds in your account that you may withdraw. This balance does not include the amount of any cheques you have lodged to your account that have not yet cleared.

'Banking day' means any day of the week other than Saturday, Sunday and Northern Ireland bank holidays and public holidays.

'Bank of England base rate' means the rate the Bank of England considers every month and publicly announces any changes to.

‘Buffer limit’ means the facility which allows you to go up to £9.99 overdrawn on a Basic Bank Account, as long as your account is in credit at the time you make the withdrawal. It is designed to allow you to withdraw all the money in your account. This is not an overdraft and we will not charge you any interest, charges or fees for taking advantage of this facility.

‘Card’ means any First Trust Bank Visa debit card issued by us to you for the purpose of carrying out transactions on the account including any virtual or digital versions of the card registered in a ‘digital wallet’ (a ‘digital card’).

‘Card number’ means the number on the front of the card or any digital versions of the Card number.

‘Cash machine’ means any automated teller machine which is capable of dispensing cash or providing other services associated with a First Trust Bank Visa debit card.

‘CHAPS’ (Clearing House Automated Payment System) is an electronic transfer system for sending, on a same day value (SDV) basis, any amount of sterling to another bank within the United Kingdom including First Trust Bank for credit to the account of the Payee. You can ask your bank to make a CHAPS / SDV Payment on your behalf to an account with any other bank in the UK that uses the system. While First Trust Bank shall use all reasonable endeavours to ensure that a CHAPS Payment is made or received on the same Banking Day, we cannot guarantee that a Payee will receive the money into their bank account on the same Banking Day.

‘Chip’ means an integrated circuit used in a card.

‘Cleared’ and **‘Uncleared’** means when you lodge a cheque to your account, it must go through a process known as the clearing cycle before you can withdraw the funds from your account or you can earn interest on the amount. Once this process has completed the funds will become “cleared” and are then available to

you to withdraw. For more information on the clearing cycle please see our accounts guide which is available at any of our branches or on our website www.firsttrustbank.co.uk

‘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’ means where you have entered into an agreement with a company or service provider for them to take repeated payments from your account.

‘Credit card’ means any First Trust Bank Visa card or MasterCard.

‘Credit transfer’ means paying your bill using a preprinted giro slip.

‘Digital Card’ means a virtual or digital versions of your card.

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

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

‘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.

‘Direct credit’ means transferring funds (in pounds sterling) from one bank account to another within the UK.

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

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

'Faster Payments Service' (FPS) is used to make electronic payments to accounts held with other UK banks usually by phone or online banking, to pay bills or to make regular standing order payments.

Payments made using Online Services will be passed to the receiving bank no later than the next banking day following your payment instruction.

Payments received from the Faster Payments Service will be credited to your account within two hours.

'Fee-free limit' means we will not charge you an arranged or unarranged borrowing Fee if your overdrawn balance is within a limit set by us. (For details of the fee-free limit see the price list).

'Gross negligence' means serious neglect.

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

'Interest-free limit' means the part of any arranged overdraft limit on which we do not charge interest. For details of the interest-free limit see the price list.

'International payment' means transferring funds, in any currency, from one account to another account outside the UK, or transferring funds from one account to another inside the UK in any currency other than sterling.

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

'Liable' means to be held legally responsible.

'LIBOR' means the London Interbank Offered Rate. This is the primary benchmark short-term UK fixed lending interest rate used by banks

for periods from one week up to one year. The LIBOR is officially fixed every date at 11am (excluding bank holidays and weekends) by a group of London-based banks for each fixed period. This interest rate is guaranteed over the stipulated period of time.

'Managed LIBOR base rate' the Bank's Managed Libor base rate is a variable rate. The rate is determined on the last business day of each month using the average of the three month LIBOR rate published daily for that month rounded to three decimal places. The rate becomes effective at the close of business from the first business day of the following month. Changes will be advised to you in your monthly statement. Further details and confirmation of the current rate are available on the First Trust Bank website (www.firsttrustbank.co.uk) or by ringing our Contact Centre on 0345 6005 925†.

'Mandate' means the form we will ask you to sign when you open an account. The mandate is used to tell us how you want to manage the account.

'Outlet' means any business or individual who accepts a card as a method of payment.

'Paper transaction' means a transaction using paper cheques of any kind, including traveller's cheques, banker's drafts, paper-based vouchers and paper postal orders.

'Payee' means the person you make a payment to.

'Payment service' means a cash deposit or withdrawal, an electronic payment (for example, a direct debit, standing order, credit transfer or a 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. For the purposes of this document, the payment service provider is us, AIB Group (UK) p.l.c., trading as First Trust Bank.

'Payment Services Regulations' or PSR means the Payment Services Regulations which came into effect in the UK on 1 November 2009.

‘PIN’ stands for ‘personal identification number’ and means any number we give you, or any number you later choose, to use with your card. You must keep this number secret.

‘Price list’ means the published list of our prices, fees and interest for personal customers. The price list is available at all our branches and also on our website. You can also call our helpline.

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

‘Reference’ (also known as a ‘unique identifier’) is a combination of letters, numbers or symbols used to identify a payment.

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

‘Security code’ means the last three digits of the number which appears on or next to the signature panel on the back of your Visa debit card.

‘Security Details’ means any security procedure you follow or use to make 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);

‘Secure System’ means a system to enable the secure use of your card over the internet, for example Verified by Visa or Mastercard SecureCode.

‘Standing order’ (also known as a ‘regular payment’) means a regular instruction to take a payment from your bank account and credit it to another bank account.

‘Support services’ are extra services we provide which are not part of our standard daily banking (for example, a certificate of balance or an instruction to stop a payment). If you want to

order this kind of service, we will charge the fee to your account and it will appear on your account statement. The fees are set out in our price list and we will tell you what they are at the time you want to use the service.

‘Transaction’ means getting cash, 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. For Online Services, it means a payment made by using your registration number, PAC and card reader or code card (if necessary), or any other service you use through Online Services.

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

‘Validity period’ means the time during which you can use your Visa debit card. This period starts on the first day of the ‘VALID FROM’ month shown on your card and ends on the last day of the ‘EXPIRES END’ month.

‘Website’ refers to our internet site, www.firsttrustbank.co.uk

‘Your branch’ means the First Trust Bank branch where you hold your account.

†Calls may be recorded. Call charges may vary - refer to your service provider.

Section C: General conditions that apply to all accounts and cards

1 Paying money in

- A We will accept credits to your account by cash, by cheque, by automated credit (for example, your salary being credited to your account by your employer) or by any other item, such as a banker’s draft, which is made payable to you. If a cheque is marked ‘account payee’, we can only credit it to the account of the person the cheque has been made payable to.
- B Any funds you pay into your bank account in cash or through an electronic payment, in the same currency as the account, will

be available to you on the banking day we receive them. If your account earns interest, this will start from the date the cash or electronic payment is lodged to your bank account.

- C** We will make information about individual payments made into and out of your account available at all times (apart from when we occasionally carry out maintenance on our systems) through our contact centre, your branch and Online Services. You will also find the information on your statement if you receive one.
- D** If you or someone else lodges money into your account by cheque, you will have to wait until the cheque has cleared before you can use the funds. You can find full details of the time it takes for cheques in the United Kingdom to clear in the price list available in all our branches, in our Private Banking office and on our website. You can also call our helpline.
- E** We will not be liable for any losses you may suffer as a result of a delay in cheques clearing or being collected, if this delay is outside our control.
- F** If any item credited to the account is not paid or if a payment to the account is later recalled, we will take the amount of that item from your account.
- G** You can use your Visa debit card and PIN to lodge money into your account using a cash machine or Quicklodge (if these facilities are available). You can lodge banknotes and cheques but not coins.
- H** If you make a lodgement using a cash machine, we will hold the contents for safekeeping only until we open the deposit envelope and process the payment in the normal way.
- I** You cannot withdraw cash you have lodged through a cash machine until that money has been credited to your account (and cleared, if you have made a deposit by cheque). We will not process any payment you have lodged through a cash machine if it would otherwise be irregular to do so (for example, if a cheque was made payable to someone else).
- J** If there are any mistakes in the content or details of a lodgement you have made through a cash machine, we may amend these to reflect the true amount in your lodgement. If we do this, we will tell you in writing.
- K** The following conditions apply when using the Quicklodge facility in a branch.
 - 1** We will check and approve all lodgements you have made using Quicklodge.
 - 2** We are authorised to open the Quicklodge envelopes, process the contents and credit them to a designated account. We will not have a duty to process any payments if it would otherwise be irregular for us to do so.
 - 3** We will not consider ourselves to have received any payments until we have opened the envelope and credited the amount to the designated account. Any lodgements through Quicklodge are processed on the same banking day.
 - 4** We will consider the total amount we receive to be the correct amount you made in your lodgement, despite any differences in the amount we receive and the amount shown on the lodgement form.
- L** If your account is a Basic Bank Account, you can only use First Trust Bank cash machines with a lodgement facility or Quicklodge to lodge money to your account.
- M** You can use your Visa debit card to lodge money, up to a maximum of £20,000 in sterling notes and up to £250 in sterling coins in a single transaction, at the Post Office™. All notes must be sorted by denomination and coins must be in full bags before presentation.

Cash paid at the Post Office™ using your Visa Debit Card will be credited to your account on the same banking day. You can use a pre printed lodgement slip to lodge money at the Post Office™. Cash paid in at the Post Office™, using a pre printed lodgement slip will be credited the next banking day.

2 Taking money out

- A** There are a number of ways you can give us permission to make a payment. How you do this will depend on the type of payment you want to make. If you sign a direct debit form, or if you use the Online Services to create payments, we take this as you giving permission. Other forms of permission include a written letter of instruction or a completed and signed application form. For full details on how to authorise each payment, please see section C, paragraph 6, subsection A.
- B** You can withdraw money at any of our branches, as long as you provide suitable identification and there is enough money available in your account. You can withdraw up to £500 at the Post Office™ using your Visa debit card and PIN.
- C** We will only allow payments from a joint account in line with the latest signing instruction (mandate) that controls how you use the account. If you hold a joint account, you and each of the other account holders will be jointly and severally liable for any balance you owe and any debts that come about as a result of any of you withdrawing money from the account. (This condition does not apply to the Basic Bank Account.)
- D** You are expected to keep your accounts in credit at all times, unless you have previously arranged with us to have an overdraft facility. You can lodge cleared funds to your account up to 3pm (12pm on Christmas Eve, if it is a Banking day) to cover any payments due from your account that day. If the cleared balance or the arranged overdraft limit is not enough to cover the payments, some or all of them may not be paid.
- E** If we allow money to be withdrawn from your account and this takes your balance overdrawn or over any arranged overdraft limit (if we have already agreed a limit with you), we will not be making a commitment to allow up to these amounts to be withdrawn in the future. If you want to go overdrawn or over any arranged overdraft limit for a short period, you should discuss this with us beforehand. We will consider your request and tell you whether or not we can accept it. If you go over your arranged overdraft limit, fees and charges will apply. You can find details of these amounts in our list of prices, fees and interest, which is available in all our branches, in our Private Banking office and on our website. (This condition does not apply to the Basic Bank Account.)
- F** Once we have processed your payment instruction, you cannot cancel it. However, if you need to amend or cancel an instruction that you have given us before we process it, we will try to make your change if it is possible. If you need to amend or cancel a payment instruction, you should give details to your branch in writing, by phone or by another method that we will tell you at the time. You will be responsible for any extra fees, expenses and exchange rate losses which are caused by amending or cancelling a payment instruction and for the costs of any payment investigation you ask us to carry out. If we make a payment from your account against money which has not yet cleared, it does not mean we will do it again in the future. If we receive a request to refund a payment which has been credited to your account, we will contact you before authorising the refund.

You can cancel a direct debit by sending written notice to the 'originator' (the person or organisation you are paying) and us at the same time. We must receive this notice no later than the end of the banking day before the date the payment is due to be made. However, we can only recall or cancel the payment if you have given us your permission in writing. You can stop any cheque (unless the cheque has already been paid) by giving instructions to your branch in writing or over the phone. You cannot stop a cheque if the payment has already been made from your account.

G We have the right to charge you for cancelling or recalling any payment referred to in section C, paragraph 2, subsection F above. For details of fees and charges, please see section C, paragraph 9.

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

I If direct debits or standing orders are set up on the account, you must have enough cleared funds in the account when the payments are due. We have the right at all times to cancel a direct debit or standing order if there is not enough money in your account when the payment is due.

J In the event that the recipient of a regular payment made by you switches their bank account to another provider we will amend the account details with the recipient's new financial account details on your behalf.

K We may choose to make security checks from time to time, including making phone calls to you or your authorised representative. We have the right to delay or not authorise a payment if:

- we are suspicious that you have not authorised the payment or it is fraudulent;

We will not be responsible for any delay or failure in making any payment for the reasons above.

Note: The information in section C, paragraph 2 does not apply to cards.

3 Using the account

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

B If you have an arranged overdraft on your account, separate and extra terms and conditions will apply, which you can get from any of our branches.

C You should check the transactions on your statement regularly, and at least once a month, against your account records. If an entry on the statement seems to have been made incorrectly or without your authority, you should tell us as soon as possible but no later than 13 months after the date the transaction was taken from your account. However, if any of the matters in section C, paragraph 7, subsection A apply, you must bring them to our attention as soon as possible, but no later than eight weeks after the amount is taken from your account.

D If your name, address, telephone number or any other contact details change, you must tell us immediately. You must also make sure that arrangements for receiving mail at your address are secure. If you do not keep to this condition, you may be liable if the account, cheques or cards are misused.

E If we issue any cheque books or cards for you to use on your account, these will continue to be our property at all times. You must return these to us if we ask you to, cutting the physical cards in half and delete or un-register all related digital

cards. You must also take all reasonable care to make sure that the cheque books and cards are not misused, lost or stolen. If your cheque book, card or device is lost or stolen, you must tell us as soon as possible.

F Statements

- 1 We must make your statement available to you at least every month and free of charge. If you do not wish to receive your statement as regularly as this, you can contact your branch to receive an eStatement or paper statement at least once a month. If we do not hear from you, we will assume you are happy with the present agreement.
- 2 You can at any time change how you receive your statement – just contact your branch (or our Private Banking office if you are a Private Banking customer).
- 3 However you choose to receive your statement, we will send you a statement every so often without being asked.

G We may use any credit balance on any account you hold with one of our offices or branches to pay any amount (or part of any amount) you owe under any loan or overdraft if there has been a default in payment (where a payment due has not been made). We may use any credit balance held in your sole name against any amount you owe jointly with any other account holder. We may use any credit balance you have in a joint account to pay any amount you owe in your sole name.

The first time we intend to do this we will give you at least 14 days' notice. We may not give you notice before we exercise this right again, but we will tell you about it afterwards.

This condition does not apply to the Basic Bank Account, Junior Saver Account or Student 12 to 18 Account.

For the purposes of taking advantage of any rights under this clause, or any rights under the general law, we can convert or transfer all or any part of the credit balance in your account into another currency, and apply an exchange rate which, in our opinion, fairly reflects the current rates.

In these terms and conditions, 'rights under the general law' means any right to set off, combine accounts, lien (to keep hold of any property until you have paid a debt), or similar rights we have under any law.

4 Maximum timeframes for making payments

We will pay a direct credit into an account with another bank in the UK no later than the next banking day after we receive your payment instruction. We can extend this period by a further banking day for paper transactions (for example, cheques). The timeframes and cut-off times are listed below.

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

Type of payment	Timeframe
Online Services payments to a First Trust Bank credit card account	Same banking day
Credit transfer	Three banking days
Cheque	Six banking days For full details see Current Account Guide
Cash lodgement at the Post Office™ with Visa Debit Card	Same banking day
Cash Lodgement at Post Office™ using pre printed lodgement slip	Next banking day
Cheque lodgement at the Post Office™	The clearance cycle for cheques lodged at the Post Office™ begins the day we receive the cheques usually the next banking day

*While the Bank shall use all reasonable endeavours to ensure that a CHAPS Payment is made or received on the same banking day, we cannot guarantee that a Payee will receive the money into their bank account on the same banking day.

5 Payment cut-off times

- A** Details of the cut-off times for the payment services available to you through your account are set out in the table below paragraph E.
- B** If we receive a request for a payment service after the cut-off time on any banking day, we will consider to have received it the next banking day.
- C** If we receive a request for a payment service on a bank holiday, we will consider to have received it the next banking day.
- D** If we receive a request for a payment service which is post-dated (dated for sometime in the future), we will consider to have received it on the day it is due to be paid. If this is not a banking day, we will consider to have received it the next banking day.
- E** If we refuse to make a payment in line with your payment instructions, we will treat the instructions as if we had not received them.

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

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

6 Authorised payments

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

1 Direct credit

You must give us the following information.

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

2 CHAPS payment

You must give us the following information.

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

3 Credit transfer

You must give us the following information.

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

4 Direct debit

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

- Your account number and sort code
- Your reference number (if available)
We will treat each direct debit instruction we receive for your account as having been authorised by you.

5 Standing order

You must give us the following information.

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

6 Cash withdrawal

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

7 Cash lodgement

You must sign a lodgement receipt when you lodge money at a branch or Post Office™ or you can lodge money at a Post Office™ using your Debit Card.

B If we are advised that the Payee details of a payment you have authorised have changed, we will update the details and the payment arrangement will continue. If we cannot make the changes we will write to you to let you know.

C In cases where you have authorised us to make a payment from your account, you may be entitled to a refund if:

- 1** the authorisation you gave did not specify the exact amount of the payment;
or
- 2** the payment made from your account was more than reasonably expected, taking into account your previous spending pattern, the terms and conditions of your account or card and the circumstances surrounding the payment.

D To apply for a refund, you must tell us as soon as possible if either or both of the above happen and, in any case, no later than 13 months after the amount is taken from your account.

E You are not entitled to a refund if:

- 1** you gave the payment service provider direct permission to carry out the transaction; and

- 2** 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.

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

G If section C, paragraph 6, subsection C above applies, we will either refund you the full amount of the payment or refuse your request for a refund. If we refuse your request, we will give you our reasons for doing so within 56 days. You can complain to the Financial Ombudsman Service if you are not satisfied with this decision.

7 Payments made incorrectly or without authority

A If a payment has been made from your account incorrectly or without your authority, you must tell us as soon as possible. If we fail to make a payment and you are eligible for a refund under section C, paragraph 7, subsection A we will, as soon as possible, put your account back to the position it would have been in had we made the payment correctly. We will also refund any charges you have had to pay and any interest we have charged as part of the incorrect payment.

B You will only be entitled to a refund for an unauthorised or incorrect payment if you tell us about the transaction as soon as possible and, in any case, no later than 13 months after the date the payment was taken from your account.

C You will be liable for up to £50 for any losses you suffer as a result of an unauthorised payment being made after your card, device, PIN, security details or secure system passcode has been lost or stolen. However, you will be liable for all unauthorised transactions if you

have acted fraudulently or with gross negligence by failing to keep your card, device, PIN, security details or secure system passcode safe in line with your terms and conditions.

- D** You are not entitled to a refund under section C, paragraph 7, subsection A if the payment details you provided were incorrect (for example, you gave us the wrong account number or sort code for the Payee) and we used these to make the payment. However, we will make reasonable efforts to recover the funds involved in the payment. We may charge you for doing this. If we decide to charge you for this, we will tell you what the charge will be at the time you ask us to recover the funds. If you provide information as well as the payment details we ask for, we will only be responsible for making the payment in line with the payment details we asked for.
- E** You are not entitled to a refund from us under section C, paragraph 7, subsection A if the Payee's payment service provider receives the funds. If that happens, you must ask the Payee to claim a refund direct from their payment service provider. We will, however, make immediate efforts to trace the payment and give you notice of whether this has been successful.
- F** If we have good reason to believe that:
- 1 the security of your account or card is compromised; or
 - 2 the account, card or device could be used to commit fraud, or by someone who does not have authority to use it; or
 - 3 the transaction seems unusual compared with the way you normally use your card
 - 4 in the case of a payment service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed

- 5 the transaction would damage our reputation

then we may prevent or stop any transaction on your account.

Where applicable, we will try to contact you before we take a decision to decline a transaction, but it may not always be possible for us to do so. Please refer to Section A 'Contacting You' for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a transaction by responding to the text message.

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

- 1 agreed the transaction;
- 2 have acted fraudulently or with gross negligence;
- 3 do not tell us about the claim in line with your terms and conditions;
- 4 do not give us any information we ask for about your claim; or
- 5 do not send us the refund application form within 14 days from the date you first told us about the claim.

- H** 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.

8 Interest

- A** We will tell you the interest rates that apply to your account when you open the account. The interest rates may change. If we increase our debit interest rates

or decrease our credit interest rates we will let you know about any change two months before we make the change, except for changes to the reference interest rate (see section C, paragraph 8, subsection B below). If you have an arranged overdraft on your account, we will tell you the interest rate that applies at the time we agree the overdraft with you. You can find out credit interest rates from the posters on display in our branches, in our Private Banking office or on our website at www.firsttrustbank.co.uk

- B** If our interest rates are linked to a reference interest rate, we can make changes to our interest rates immediately and without notice.
- C** Interest on the account can be made up of some or all of the following.
- Debit interest
 - Credit interest
 - Post-judgement interest

D Debit interest

- 1** ‘Debit interest’ means interest we charge you for going overdrawn on your account. However, any arranged overdraft limit will have an interest-free portion within the arranged limit. We will only charge debit interest on the overdrawn balance in excess of this interest-free limit. If we do arrange an overdraft facility for you, we will tell you the debit interest rate that will apply.
- 2** Junior Saver, Student 12 to 18, Student+, Graduate and Basic Bank Accounts only: We work out interest mid-March, June, September and December and charge it to the account early in the following month after giving you at least 14 days’ notice. We charge interest up to the date you or we close your account. If both debit interest and credit interest (see section C, paragraph 8, subsection E, ‘Credit Interest’) apply during the quarterly

for which we work out interest, we will charge the ‘net interest’ (the amount left over after taking the credit interest from the debit interest) to the account. If the net interest is a debit amount (in other words, you owe us that amount), we will apply the interest in January, April, July and October. If the net interest is a credit amount (in other words, we owe you that amount), we will apply the interest in March, June, September and December.

- 3** Classic, Packaged, Plus, Premier and Private Banking accounts only: We work out interest on the 15th of each month and charge it to the account on the 15th of the following month after giving you at least 14 days’ notice. If the 15th of the month falls on a day which is not a banking day, we work out and charge interest on the previous banking day. We charge interest up to the date you or we close your account. If both debit interest and credit interest (see section C, paragraph 8, subsection E, ‘Credit interest’) apply during the monthly period for which we work out interest, we will charge the ‘net interest’ (the amount left over after taking the credit interest from the debit interest) to the account. If the net interest is a debit amount (in other words, you owe us that amount), we will apply the interest on the 15th of the following month. If the net interest is a credit amount (in other words, we owe you that amount), we will apply the interest on the next banking day from the date interest is worked out.

E Credit interest

This section does not apply to the Select Deposit Account. Please see section D, paragraph 8, subsection A for the terms and conditions that apply to interest for the Select Deposit Account.

- 1 Junior Saver, Student 12 to 18, Student+, Graduate and Basic Bank Accounts only: If credit interest applies to your account, we will work out credit interest each day, and apply it to your account in March, June, September and December. If both debit interest and credit interest apply during the quarterly period for which we work out interest, we will charge the 'net interest' (the amount left over after taking the credit interest from the debit interest) to the account. If the net interest is a debit amount (in other words, you owe us that amount), we will apply the interest in January, April, July and October. If the net interest is a credit amount (in other words, we owe you that amount), we will apply the interest in March, June, September and December.
- 2 Classic, Packaged, Plus, Premier and Private Banking accounts only: If credit interest applies to your account, we will work out credit interest each day, and apply it to your account on the 16th of each month. If the 16th falls on a day which is not a banking day, we will apply interest to your account on the following banking day. If both debit interest and credit interest apply during the monthly period for which we work out interest, we will charge the 'net interest' (the amount left over after taking the credit interest from the debit interest) to the account. If the net interest is a debit amount (in other words, you owe us that amount), we will apply the interest on the 15th of the following month. If the net interest is a credit amount (in other words, we owe you that amount), we will apply the interest on the next banking day from the date interest is worked out.
- 3 Credit interest will be paid without the deduction of tax to individuals who maintain a balance of at least £10,000 and who are not resident in the UK and who have provided us with a completed non-resident declaration Form R105. Credit interest will be paid without

deduction of tax on accounts held by companies, certain trusts, pension funds, clubs, societies and associations, provided the appropriate documentation is in place. Credit interest on all accounts will be paid gross (tax will not be deducted when credit interest is paid). If your credit interest is more than your Personal Savings Allowance you may still have tax to pay. Please see www.gov.uk for information on the Personal Savings Allowance or speak to a tax advisor.

F Post-judgement interest

If you default (fail to make payments) on your account and we receive a court judgement for you to repay this balance, we will continue to charge interest to the account at the contractual rate (the rate we will tell you when your overdraft is agreed).

9 Fees and charges

- A** We will have given you details of all our charges when you opened your account, received your card or when changes have been made to our fees and interest. An updated copy of this information is available by contacting your branch, our Private Banking office or by visiting our website. We will let you know in writing at least two months beforehand if we plan to increase our fees and charges
- B** Junior Saver, Student 12 to 18, Student+, Graduate and Basic Bank Accounts only: You will not have to pay any charges for making transactions on the account. However, you may have to pay support fees for certain services (as set out in the price list).
- C** Classic, Packaged, Plus, Premier and Private Banking Accounts only: You will have to pay a monthly fee for using your Arranged Overdraft if your overdrawn balance goes above the fee-free limit. We will work out if you have to pay this monthly fee on the 15th of each month

and charge the fee to your account on the 15th of the following month. If the 15th falls on a day which is not a banking day, we will work out and charge the fee on the previous banking day. For details of the Arranged Overdraft fee and when we will apply it, see the price list.

- D** Classic, Packaged, Plus, Premier and Private Banking Accounts only: We will let you know what fees and charges you must pay during the charging period at least 14 days before we charge them to your account. You can find details of these fees and charges in our price list, which is available from your branch, Private Banking office and on our website. See section C, paragraph 9, subsection F below for details of other fees and charges not charged in this way.
- E** If your account goes overdrawn without an arranged overdraft limit, you will have to pay an Unarranged Borrowing fee if your overdrawn balance goes over the fee-free limit.

There will be a cap on unarranged overdraft charges within the monthly charging period as follows:

Monthly cap on unarranged overdraft charges

- 1** Each current account will set a monthly maximum charge for:
- (a) going overdrawn when you have not arranged an overdraft; or
 - (b) going over/past your arranged overdraft limit (if you have one).
- 2** This cap covers any:
- (a) interest and fees for going over/past your arranged overdraft limit;
 - (b) fees for each payment your bank allows despite lack of funds; and
 - (c) fees for each payment your bank refuses due to lack of funds.

There are full details of our unarranged overdraft charges (and when we apply them) in the price list, which is available at all our branches and on our website. You can also call our helpline. If you have to pay unarranged overdraft charges, we will work these out on the 15th of each month and charge them to your account on the 15th of the following month. If the 15th falls on a day which is not a banking day, we will work out and charge the fee on the previous banking day.

- F** You may have to pay support fees for certain services (for example, for getting a bank draft or a certificate of interest). There are full details of our charges for these support services (and when we apply them) in the price list, which is available at all our branches and on our website. You can also call our helpline. We will let you know what the charge is when you ask to use a service. If we have to charge you certain fees and charges which are not included in the published price list, we will let you know what these are, and charge them to your account, when we provide the service.
- G** If we increase our fees and charges, we will give you at least two months' notice in writing before the changes come into force. On receipt of such notice you may terminate this Agreement in accordance with the conditions at section C, paragraph 13.

10 Looking after your card and PIN

- A** We may place limits and restrictions on transactions and these may be changed or varied at our discretion. Some limits may not be disclosed for security purposes.
- B** You must only use your card in line with these terms and conditions.
- C** You should sign your card, your card conditions where applicable, the digital wallet agreement and any other terms and

conditions relevant to the use of your card as soon as you receive it. You should take all 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 address, telephone number or any other contact details for the account or card. The card will be our property at all times.

- D 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.
- E 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.
- F We will provide you with your PIN. When you receive your PIN you should memorise it and keep it secret. You can also change your PIN at any of our cash machines. You must never tell anyone your PIN. You should never write down or record your PIN on your card (or anything you normally keep with or near it) in any way which might be recognised as a PIN.

11 Loss or misuse of a card, device or security details

- A If you think someone else knows your PIN, security details or any other code allocated to you by us or chosen by you or if your card or if a device is lost, stolen or likely to be misused, you must tell us immediately. Call us (24 hours a day), on the numbers noted in the 'useful phone numbers' section.

- B If you have registered your card with a card-protection company, we will accept notification from them if your card, PIN, security details or secure system passcode has been lost, stolen or is likely to be misused.
- C If someone else uses your card or device before you tell us it has been lost or stolen or that someone else knows your PIN, security details or secure system passcode, the most you will have to pay is £50, unless you have acted fraudulently or with gross negligence.
- D If any card we have issued to you is lost or misused, we expect you to co-operate with us and the police in any investigation.
- E Unless we can show that you have acted fraudulently or with gross negligence, we will refund you the amount of any transaction, interest and charges:
 - 1 if you have not received your card and someone else misuses it; or
 - 2 for all Transactions not authorised by you after you have told us that your card or device has been lost or stolen or that someone else knows your PIN, security details, secure system passcode or other security information; or
 - 3 if someone else uses your card details without your permission and your card or device has not been lost or stolen.
- F 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.
- G If you act fraudulently, you will be liable for all losses. If you act with gross negligence and you cause losses as a result, you may be liable for them. This may apply if you fail to keep to any of the conditions set out in section C, paragraph 10, 'Looking after your card and PIN'.

12 Cheques

The terms and conditions in this section apply if you have a chequebook for your account.

- A** When writing a cheque, you must take all reasonable care to prevent anyone from being able to change the information or forge your signature. If a cheque or your chequebook is lost or stolen, you must tell us immediately.
- B** If we receive one of your cheques that is more than six months old, we do not have to pay it.
- C** Any cheques we pay on the account continue to be our property at all times. We keep copies of paid cheques for six years. If you want copies of these cheques, you can ask us. We will charge you a fee for providing them (you can find details of this fee in the price list).
- D** If the cleared balance of your account goes over any arranged overdraft limit without us having approved this first, we will charge you a fee for any items presented for payment when your account is over the arranged overdraft limit.

There are details of the unarranged overdraft relevant fees in our price list (see section C, paragraph 9 'Fees and charges') and on the notices we display in all branches and on our website. You can also call our helpline.

13 Closing the account

- A** There is no minimum period for how long your account needs to be open. It will continue to be open until either you or we close it in line with these terms and conditions.
- B** We can close the account immediately in any of the following circumstances.
 - 1** If you are made bankrupt or you enter into a voluntary arrangement with your creditors.

- 2** If you can no longer manage your financial affairs or you die.
- 3** If you break any representations, warranties or statements you have made to us in connection with the account, or the information you have given us is not true in any material respect.
- 4** If you break these terms and conditions in a serious way or repeatedly break these terms and conditions.
- 5** If you break any other agreement with us.
- 6** To allow us to comply with any law, regulation or good practice.

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

- C** You can close the account by giving us reasonable notice. If we close the account, we will give you at least two months' notice in writing. In certain circumstances, where we have a valid reason, including those referred to in section C, paragraph 13, subsection B, we may close the account without notice. If you or we close the account section C, paragraph 13, subsection D applies.
- D** If you or we close the account, you must immediately pay all amounts you owe. We will charge debit interest and any fees and other charges up to the date you close your account. When the account is closed, we will pay you the interest you have earned up to that date. You must return to us all cards, delete or un-register all related digital cards, and chequebooks you hold. For security reasons, cut all physical cards through the chip.
- E** If you decide to transfer your account to another bank or building society using the Current Account Switch Service, we will give your new bank or building society information about your standing orders, direct debits and bill payments on the second banking day of the account switching process, at the latest.

- F Whether you or we close the account, these terms and conditions will continue to be in force until you have paid us any money you owe.

14 What happens to your account if you die

- A When we receive notice of your death, we will return unpaid any cheques that are presented for payment but which we have not yet paid. If you have a joint account, and the cheques presented for payment are signed only by the account holder who has died, we will not pay them without written permission from the other account holder (or holders). The unused cheques can still be used until the account holders' details are changed.
- B If you die, the account can be closed by the executors or administrators of your estate (people who are dealing with your estate) once we receive letters of probate or administration. If you have a joint account, the balance and interest accrued will be paid to the surviving parties or can be continued in the name of the surviving parties.

15 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.

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 applicants; 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, First Trust Bank, 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.

16 Extra conditions

A HSBC Bank p.l.c. act as our agent to effect CHAPS payments. We may use any intermediary or agent bank and clearing and settlement system of our choice to execute any payment. The routing and channel(s) used by First Trust Bank is entirely at our discretion.

If we provide you with services which are not covered by the Payment Services Regulations (including, but not limited to, cheques and direct debits) we will not be responsible for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.

B You will be able to use your Visa Debit Card at most Post Office™ branches in the United Kingdom. The Post Office™ will not be able to advise you on any financial or banking query about your account or about our business, products or services and it will not be responsible for dealings with you or your account, should you have any queries in relation to your account please contact us using the contact details in Section A. You can also use a pre printed lodgement slip to lodge cash at the Post Office™. If a pre printed lodgement slip is used, funds will be credited to your account on the next banking day subject to Post Office™ cut off times which vary by Post Office™.

You can use most Post Offices™ to lodge cheques to your account using a pre-printed lodgement slip and pre-printed envelope.

The clearing cycle for cheques lodged at the Post Office™ will begin the day we receive the cheques which is normally the next banking day.

C We will not be liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:

- 1 a fault which has happened in any system used to carry out a transaction;

- 2 an industrial dispute (for example, a strike);
 - 3 or anything outside our or our agents' or subcontractors' control.
 - 4 for the card being retained, damaged or not honoured by a third party.
- D** We will be liable for the amount of any transaction, plus any interest and charges, if there have been any faults with cash machines or other systems you have used and these were not obvious or displayed as a warning message or on a notice at the time you used the machine or other system.
- E** If we send a written demand or notice in connection with your account or card by post to the last address you gave us, we will class this to have been properly served and received on the day that you should have received the envelope containing the demand or notice.
- F** If we choose not to enforce any term, or we cannot enforce any term which applies to the account, this will not affect our right to:
- 1 enforce that term later; or
 - 2 enforce any of the other terms which apply to the Account or the card.
- G** We have the right at all times to change and add to these terms and conditions as a result of:
- 1 a change in the law, regulations or good practice;
 - 2 customer feedback;
 - 3 product development; or
 - 4 for any other valid reason we give you at the time we tell you about the change.

If we want to make a change to your terms and conditions, we will let you know at least two months beforehand in writing (unless, by law or in line with regulations, we are able to give you shorter notice), except for changes to reference interest and exchange rates, as explained in section C, paragraph 8. 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 can, without notice, switch your account or close it without having to pay any extra charges or interest for doing this. When you receive this notice, you can end the agreement in line with section C, paragraph 13, subsection C, as long as you have paid all the amounts you owe. However, if you continue to hold your account after this time, we will consider you to have accepted the relevant changes.

- H** If your account is a joint account, you and the other account holders will be jointly and severally liable for keeping to these terms and conditions.
- I** We have the right not to open an account or to refuse to take a deposit if we have a valid reason for doing so.
- J** Unless agreed in writing, we will not be responsible for providing advice or deciding whether products are suitable for you.
- K** If we offer you other facilities or benefits which you have access to by using your card, but which do not form part of these terms and conditions, we may change or withdraw these at any time without giving you notice.
- L** These terms and conditions are written in English and any contact we have with you will be in English.
- M** The laws of Northern Ireland apply to these terms and conditions, and the courts of Northern Ireland will have exclusive jurisdiction over any dispute that may come about as a result of these terms and conditions.
- N** We may take whatever action we consider appropriate to meet our responsibilities in the UK or elsewhere in the world, to prevent fraud, money laundering or terrorism. People who governments believe to be involved in criminal activity may be put onto a sanctions list and financial institutions are not allowed to provide financial and other services to

them. The action we take may include investigating and stopping payments into and out of an account and making enquiries to find out whether a person has a sanction against them or if the payment goes against our policies. For more information, please see our website at www.firsttrustbank.co.uk.

Making enquiries or investigating payments can take time and this may mean there is a delay or we may not be able to go ahead with your instructions.

- O** To the extent permitted by law and except as otherwise set out in these Terms & Conditions we shall only be liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction. 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.
- P** 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.
- Q** 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.

17 Making a complaint - customers of First Trust Bank

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

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

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

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

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

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

Important information

All the information in these terms and conditions is correct at the time the terms and conditions were printed. If there are any further changes, we will let you know about the changes in line with section C, paragraph 16, subsection G.

Section D: Conditions that apply to specific accounts

1 Junior Saver Account

A Eligibility

- 1 You can only open a Junior Saver Account if you are 11 or under. However, a parent or guardian must be with you at the time.
- 2 You cannot open a Junior Saver Account as a joint account.

B Paying money in

To open an account, you must lodge at least £10. There is no limit on the amounts you pay in after that.

C Using the account

The authorised signatory will have authority to use the account until the account holder reaches the age of seven.

When the account holder turns seven, they are allowed to become the authorised signatory on the account, but this must be confirmed to us in writing.

If the authorised signatory has given their authority for the account holder to use the account, only the account holder will have the authority to use the account and any card issued on it.

If we do not receive notice when the account holder turns seven, the authorised signatory will continue to have authority to use the account.

D Converting your account

Once you reach the age of 12, we will convert your Junior Saver Account to a Student 12 to 18 Account. We will give you two months' notice before we make this change.

2 Student 12 to 18 Account

A Eligibility

- 1 You can only open a Student Account if you are aged between 12 and 18.
- 2 You cannot open a Student 12 to 18 Account as a joint account.

B Paying money in

To open an account, you must lodge at least £10. There is no limit on the amounts you pay in after that.

C Using the account

- 1 If you are aged between 12 and 16, you can sign for yourself, or a parent or guardian can act as the sole authorised signatory for the account and any card we issue. If you sign for yourself, you will need the consent of your parent or guardian before we issue you with a card.
- 2 If you are 16 or over, you must sign for yourself to be the sole authorised signatory for the account and any card we have issued. Parents or guardians can no longer act as authorised signatories. This authority will automatically be passed to the account holder once they turn 16.

D Converting your account

After you reach the age of 18, we will convert your Student 12 to 18 Account to a Student+ Account when you become eligible. If you are not eligible for a Student+ Account we will convert the account to a personal current account. We will give you two months' notice before we make this change.

3 Student+ Account

A Eligibility

- 1 You cannot open a Student+ Account as a joint account.
- 2 The Student+ Account is available to you for as long as your full-time HND or university studies (including full-time postgraduate study) last. At the end of this period, and once you have graduated, we will automatically convert your Student+ Account to a Graduate Account. We will give you at least two months' notice before we convert your Student+ Account to a Graduate Account.

B Using the account

You will not be able to apply for credit facilities on the Student+ Account until you give us written confirmation that you have enrolled to study at a university or college.

4 Graduate Account

A Eligibility

- 1 You cannot open a Graduate Account as a joint account.
- 2 To be eligible to open a Graduate Account, you must have graduated within the last two years.
- 3 The Graduate Account and its benefits are valid from the date you convert to or open your Graduate Account, and apply for up to three years. At the end of this period, we will automatically convert your Graduate Account to a personal current account and our terms and conditions and fees and charges for a personal current account will then apply. We will give you at least two months' notice before we convert your Graduate Account to a personal current account.
- 4 You can only hold a Graduate Account for one period of three years.

B Using the account

You will not be able to apply for credit facilities on the Graduate Account unless you are in full-time employment and your salary is paid into the Graduate Account.

5 Basic Bank Account

A Taking money out

- 1 You can use your card and PIN to take money out of your account using our Banklink machines, certain First Trust Bank euro cash machines in Northern Ireland, AIB cash machines in the Republic of Ireland and at Post Office™ counters in the United Kingdom. If you use your card to withdraw euro, we will take the amount in pounds sterling at an exchange rate we set. If you contact us, we can give you an indicative rate of exchange on the date you make the transaction. However, this may not be the actual rate that will be applied, as exchange rates may rise or fall between the date of the transaction and the date the amount is charged to your account.
- 2 A card does not give you an overdraft or any other form of credit. Your Basic Bank Account includes a buffer limit of up to £9.99 to allow you to withdraw all the money in your account (as long as your account is in credit). We will not charge you any fees from a cash machine or interest if your account goes overdrawn as a result of you using the buffer limit. However, we will take any extra amount you withdraw as a result of using the buffer limit from the next amount you lodge into your account. You can also use the card to purchase goods and services. However, the buffer limit does not apply to these types of transactions. All withdrawals depend on the funds in your account being cleared.

B Charges

Certain charges will apply, as set out in the account opening pack we send you when you apply for an account. If we make changes to our charges, we will tell you about these in writing at least two months before the changes come into force. We will take the charges from your account after we have provided the service they relate to.

6 Classic, Packaged & Premier Accounts

A Eligibility and benefits

- 1 To qualify for the account, you must:
 - a be aged 18 or over;
 - b register for the Online Services; and
 - c be eligible for a Visa credit card (depending on your financial circumstances).
- 2 We may change the range of benefits that are available with the account. Section C, paragraph 16, subsection E gives details of how we let you know about the changes to these benefits. You can also contact us on our helpline.
- 3 We can change any of these benefits, and will tell you about any changes in line with section C, paragraph 16, subsection E.

B Taking money out

You can use your Visa debit card and PIN to withdraw money from your account or pay for goods or services using the card transaction facilities we provide for you.

C Interest

- 1 We will not charge interest as long as you keep the cleared balance of your account in credit or within the interest-free limit of any arranged overdraft

limit. When we arrange your overdraft, we will tell you what debit interest rate will apply if you go over the interest-free limit and up to the arranged overdraft limit, as set out in section C, paragraph 8, subsection D ('Debit Interest').

- 2 We may change the value of the interest-free limit available on your account. If we do this, we will tell you about any changes in line with section C, paragraph 16, subsection E.

D Fees and charges

- 1 You are liable (except as mentioned in section C, paragraph 11, subsection E above) for paying:
 - a all interest and charges as mentioned in these terms and conditions and the price list; and
 - b all reasonable costs we have to pay, and any losses we suffer, as a result of you breaking any of these terms and conditions;
- 2 If you act fraudulently, you will be liable for all losses. If you act with gross negligence and this has caused losses, you may be liable for them. This may apply if you fail to keep to section C, paragraph 10 ('Looking after your card and PIN') and paragraph 11 ('If your card is lost or misused') and section E ('Visa debit card terms and conditions') of these terms and conditions.

7 Plus Account

The Plus Account has the same extra conditions as the Classic, Packaged and Premier Accounts, with the addition of the below

A Eligibility and benefits

- 1 To qualify for the account, you must be a personal customer;

- 2 If you fail to lodge the minimum amount into your account each month, we have the right to transfer you to another type of current account.

We will give you at least two months' notice in writing before we do this. You can get details of the minimum amount you have to lodge each month in the Personal Current Accounts Guide and on our website.

B Interest

You will earn credit interest on all cleared credit balances up to the amount shown in our interest-rate posters in branches and on our website at www.firsttrustbank.co.uk, as long as you have lodged the minimum amount into the account for that month. For the purposes of earning credit interest, a month means the period starting on the 16th day of each month and ending on the 15th day of the following month. If the 15th day falls on a weekend or bank holiday, the period for lodging the minimum amount will end on the previous banking day and the start date for building up credit interest for the next month will be the next calendar day. If you do not lodge the minimum amount into your account, you will not earn credit interest for that month. Please see section C, paragraph 8, subsections A and B for details on how we tell you if we make changes to the interest rate.

8 Select Deposit Account

Interest

We will work out credit interest each day on Select Accounts, and pay this to your account at the close of business on or around 1 April each year. Subject to certain exceptions, credit interest will be paid net after deduction of tax at the basic rate under current legislation. If you are a higher rate tax payer, you may have additional tax to pay.

Credit interest will be paid without deduction of tax to UK residents who are non-tax payers and who provide a valid Form R85.

Credit interest will be paid without the deduction of tax to individuals who maintain a balance of at least £10,000 and who are not resident in the UK and who have provided us with a completed non-resident declaration Form R105.

Credit interest will be paid without deduction of tax on accounts held by companies, certain trusts, pension funds, clubs, societies and associations, provided the appropriate documentation is in place. Credit interest on all accounts will be paid gross (under new legislation tax will not be deducted when credit interest is paid). If your credit interest is more than your Personal Savings Allowance you may still have tax to pay. Please see www.gov.uk for information on the Personal Savings Allowance or speak to a tax advisor. Please see section C, paragraph 8, subsections A and B for details on the interest rate that applies to your account.

9 Private Banking Current Account

There are no extra conditions for the Private Banking Current Account.

Section E: Visa debit card

1 Using your card

- A You can use your card only within the validity period shown on it.
- B You can use the card transaction facilities we provide to use your card and PIN to make payments to and from your account.
- C You must only use your card in line with these terms and conditions, your account terms and conditions where applicable, the digital wallet agreement and any other terms and conditions relevant to the use of your card.

D You can use your card in the following ways:

- 1) in conjunction with your PIN for point of sale transactions, or transactions using a cash machine, to lodge at the Post Office™ or in conjunction with your PIN for withdrawals and balance enquiries over the counter at a branch or Post Office™;
- 2) for transactions by mail, telephone, mobile phone or other portable device, internet or by use of a secure system (including the use of your digital card through a digital wallet).
- 3) 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.

E A card does not give you an overdraft or any other form of credit, so you must apply for these in the normal way. If you already have an arranged overdraft, you can use your card to make withdrawals, but you must not go over your arranged overdraft limit. If, by using your card, you go overdrawn and you do not have an arranged overdraft or you go over the arranged overdraft limit and we have

not given you permission to do so, you must immediately pay back the amount by which you have gone over the limit. We will charge you a fee for any items presented for payment when you have gone overdrawn, or if you have gone over the arranged overdraft limit. You will also have to pay any other bank charges that apply. You can find details of our unarranged overdraft charges in our price list, which you can get from any of our branches.

F When necessary, we may give you a new or replacement card or PIN. However, we will not issue any more cards on your account if you tell us in writing not to do so.

2 Card transactions

A You cannot stop or reverse a transaction you have made using your card once the transaction has been completed (whether or not you have entered a PIN, secure system passcode, security details, or signed a voucher or by way of contactless transaction) as we guarantee the payment.

If you have recurring transactions (also known as 'continuous payment authorities') set up on your card (such as an internet or magazine subscriptions) 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.

B Transactions may take a number of days to appear on your statement. If there are any mistakes on your statement or you have any questions about the information on it, you should contact us as soon as possible.

C You are liable (except as mentioned in section C, paragraph 11, subsection E) for paying:

- 1 all transactions;

- 2 all interest and charges as mentioned in these terms and conditions and the price list; and
 - 3 all losses and reasonable costs which we have to pay as a result of you breaking this agreement.
- D** When you use your card to withdraw cash or to carry out any transaction in a currency other than pounds sterling, you may have to pay an extra transaction charge. You can get details about how we apply these charges from our price list, which you can get in any of our branches and on our website. You can also call our helpline.
- E** If the facility is available, you can pay money into your account through a cash machine or over the counter at a branch or at the Post Office™.
- F** The available balance on your account may reflect:
- 1 any authorisation we have given for a transaction which has already been carried out but has not yet appeared on your statement; or
 - 2 any authorisation we have given for a transaction which has not yet been carried out but for which we have been asked to authorise an estimated amount.
- G** Once a card transaction has been entered on your account, both you and we will be bound by that transaction, unless the details of it are proved to be incorrect. If we think you have acted fraudulently or with gross negligence, it will be our responsibility to prove it. We must also prove that you have received your card if there is any dispute about this. If you have any questions about card transactions on your account, you should contact us as soon as possible.
- H** If the account is in joint names and we issue cards for that account, you and all the other account holders will be jointly and severally bound by these conditions.

Whether you receive a card yourself or not, you must keep to all these conditions and make sure that you pay in full any money you owe to us. If one of you gives us an instruction about the card, we may act on it even if the other account holders do not agree.

- I** When shopping online with participating retailers who take part in the Verified by Visa scheme, we may ask you for some extra security details to give you an additional level of protection against unauthorised use of your card. All you need to do is ensure that you have a valid mobile phone number registered with us because we may send you a one-time passcode to complete the online transaction. You may not be able to proceed with your online purchase if you do not register your mobile number with us.

3 Refunds

- A** If you are not happy with something you have paid for using your card and the outlet agrees to give you a refund, they must issue a refund which will then be processed by us and the amount credited to your account.
- B** We cannot be held liable (whether or not you make or try to make a transaction) for:
- 1 any other person failing, or taking longer than expected, to accept your card, Device or card number; or
 - 2 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.
- See also section C, paragraph 6.

4 Cancelling the card

- A** In the circumstances set out in section C, paragraph 13, subsection B, we can, at any time and without giving you notice:

- 1 cancel or suspend any right you have to use the card completely or for any particular function; or
- 2 decide not to renew or replace the card.

If we take this action, we will immediately tell you about this in writing.

- B** If we suspend or cancel your card, we may publish this information. If we ask you to return the card, you must do so immediately, cutting the physical card through the chip and delete or un-register all related digital cards for security reasons. If you try to use the card after we have suspended or cancelled it, any person acting on our behalf has the right to hold the card and not return it to you.

5 Ending this agreement

- A** There is no minimum period for how long your agreement needs to be in force. It will continue to be in force until either you or we end it in line with these terms and conditions.
- B** Unless we have agreed otherwise, you can end this agreement by giving us reasonable notice. We can end this agreement by giving you at least two months' notice in writing. If you or we end the agreement, you must, for security reasons, destroy all cards you (or any other account holders) hold by cutting the physical card through the chip and delete or un-register all related digital cards.
- C** Whether you or we end this agreement, its terms will continue to apply until you have paid all the money you owe.

6 Extra conditions

If we offer you other facilities or benefits which you have access to by using your Visa debit card, but which do not form part of this agreement, we may change or withdraw these at any time without giving you notice.

Section F: Online Services

Within this section, some words have special meanings.

Online Services includes Online, Mobile and Phonline Banking.

'Account holder' means the person or people who hold an account with us – such as personal customers and sole traders with personal liability, or partnerships – that allow one person to sign a mandate on behalf of the business. Unless all of you who hold a joint account are authorised to sign on behalf of the other joint account holders, you will only be allowed to use Online Services for transactions which do not involve any value, for example checking your balance. You will not be able to carry out transactions such as transferring money or paying bills. Limited companies are not eligible for Online Services.

'Agreement' means the agreement between us and you for any of our Online Services, including:

- the registration process;
- these terms and conditions;
- the privacy and security policy appearing on our website; and
- the data protection notice.

If the above documents contradict or appear to contradict each other in any way, you should refer to these terms and conditions as they will take priority in all cases.

'Available funds' is the amount you can transfer from your account. If you have agreed an overdraft with us, the amount of your overdraft will be included in your available funds. Pending transactions that you have made but have not yet been taken from your account may reduce your available funds. For some accounts, available funds may also include items you have paid into your account which have not yet cleared, and items which may later be returned.

'Banking services' means the services including 'Direct Debits', 'Pay a Bill', 'Regular Payments' and 'Transfer Money'.

'Card reader' means a small hand held device we can give you which works in conjunction with your First Trust Bank Visa debit card to generate unique security codes for authenticating certain transactions on Online Banking.

'Code card' means the card we can give you that contains 100 unique codes, which you must use for certain Online Banking transactions. We will ask you for a code from your code card when you carry out certain transactions using Online Banking.

'Customer service adviser' means one of our employees or agents who we have authorised to help you with our Online Services.

'Cut-off time' means the latest time for us to receive your instructions for whatever services you need on a banking day. We explain this in section C, paragraph 5 above.

'eStatements' means a service to receive an electronic bank statement or credit card statement. To stop your paper statements you will need to agree to the full eStatement terms and conditions, which are available on our website.

'Forward dated bill payments' means that you can put a future date (also referred to as 'forward dating' or 'post-dating') on a bill payment of up to 28 days from the date you create the bill payment. Please make sure that you have enough money in your account on the date you want to make the payment. The payment will leave your account after 4:30pm on the date you select to make the bill payment. If you do not have enough money in your account, the payment will not go out of your account. You will not receive any notice to tell you this transaction has failed.

'Intra-account funds transfer' is when you use Online Services to transfer money into any other account, registered account or third-party account held with us.

'Inter-account funds transfer' is when you transfer money into an account held with another financial institution which is based in the UK and has an APACS sorting code. (APACS is the UK Payments Administration Ltd.)

'Mobile Banking app' means a First Trust Bank mobile device application, which can be downloaded from a software application distributor which may offer the application. It can be used to access First Trust Bank Mobile Banking.

'Multi Account View (MAV)' allows you to access and carry out transactions on your First Trust Bank accounts, wherever these accounts are held, by using a single registration number.

'Online Services' means the service we provide for you to get access to and use your accounts through the internet, phone or mobile handset.

'PAC' means **'personal access code'**. This is the five-digit code we give you to use with your registration number.

'Pay a Beneficiary' means transferring funds in sterling from your account to a 'registered account'.

'Pay a Bill' means the facility you can use through our Online Services to make Payments to the companies you pay bills to.

'Pending transactions' are Visa debit card transactions which you have made but have not yet been taken from your account. These transactions are usually taken from your account within several days after you make the transaction. However, the timeframe can be different for each transaction, depending on how the retailer or merchant process it. There may be some Visa debit card transactions which you have made that are not showing in the pending transactions screen. This may happen when the retailer or merchant processes the transaction in a way that means we are not told that the transaction has been made.

'Registered account' means any account you have set up to transfer money to through Online Services. There is no limit to the number of registered accounts you can set up on Online Banking. You can register up to nine accounts on Phoneline Banking.

'Registration number' means the eight-digit number we provide for you to access your accounts through Online Services.

'Smartphone' means a mobile communications device that uses an operating system such as Google Android or Apple iOS on which you can install applications like the Mobile Banking app.

'Text message' means a text message sent to your mobile phone.

'Transaction' means a payment made by using your registration number, PAC, card reader or code card (if necessary), or any other service you use through Online, Mobile and Phoneline Banking.

'Transactions which do not involve any value' includes checking your balance, available funds and transaction information, searching for a cheque and ordering statements. This does not include making bill payments or transferring money.

'Transfer Money' means transferring funds in sterling from your account through our Online Services.

'User guide' means our published instructions for the Online Services we offer, which show how the services work and how they can be used.

1 Looking after your registration number, PAC, card reader and code card

- A You must take all reasonable steps to keep your registration number, your PAC and the unique codes from your card reader or code card safe and secret at all times.
- B You must not let anybody else use your registration number, your PAC or the unique codes from your card reader or code card (excludes certain people who have been granted power of attorney). You can give our staff your registration number (but not your full PAC) when discussing Online Services with them.
- C We will send you your PAC in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. For security reasons, before you first use Online Services we recommend that you change your PAC to one you have chosen yourself.

You must never tell anyone your PAC, write or record it in any way which might be recognised as a PAC, or write it on a document you keep with your registration number, card reader or code card.

2 If your registration number, PAC, card reader or code card is misused

- A If you think someone else knows your PAC, or if you believe it could be misused, you must change your PAC immediately using Phoneline Banking and choosing option 3. If you have forgotten your PAC, you must call our customer service advisers on 028 9034 6034 or contact any of our branches.
- B If your registration number, PAC, card reader or code card is misused in any way, we expect you to co-operate with us and the police in any investigation.
- C If you act fraudulently, you will be legally responsible for all losses. If you act with gross negligence and this causes losses, you may be legally responsible for those losses. This may apply if you fail to keep to section F, paragraphs 1 and 11.

3 Equipment

We will not provide or maintain the technical equipment you need to use Online Services.

4 Your legal responsibility to us

You agree to keep to these terms and conditions and our user guide, which are designed to reduce the risk of anyone using Online Services if they are not authorised to do so. You also agree to pay us for any loss, reasonable costs or damages that could result from you not keeping to these terms and conditions and the user guide. This clause does not affect your rights under the Payment Services Regulations 2009, or any other law, relating to unauthorised transactions or incorrectly executed transactions (for example, instructions not followed correctly or transactions not carried out properly). Also, you do not have increased legal responsibility

if you fail to keep to the security requirements for Online Services, as set out in the Online Services terms and conditions, the user guide and the personal banking terms and conditions. Your legal responsibility would still be limited as set out in law.

5 Instructions

- A** We may record the instructions we receive through Online Services.
- B** You are responsible for making sure that all the instructions you give us through Online Services are accurate and complete, and you give us the correct details for the account that you want money to be transferred to or from. We will only check that the sort code and account number you have given us exists. We will not check this is the account you plan to send the payment to. We will not check account names and references. In particular, before you confirm any instruction, you must make sure that you check the instruction (which will be repeated back to you through Phonenumber Banking) is correct. After we receive your confirmed instruction, you will be responsible for the process we carry out on your behalf.

6 Using Online Services

- A** You can use the same registration number and PAC for all the Online Services. You will only need to use the card reader or code card for certain Online Banking transactions.
- B** Our requirements for opening accounts, including limit on who can sign for the account, will apply to any accounts that you have or open with us in the future in your name, which you want to have access to using Online Services.

Online Services allows you to access all your branch-based accounts and credit card accounts. Online and Mobile

Banking also lets you view asset finance accounts. We will automatically register any accounts you hold that start with the same five digits as your main bank account number.

- C** You can use your registration number and PAC to make transfers to and from your account or accounts, using the various facilities we provide for you to do so. We will take these amounts from your account or accounts immediately. If you have a First Trust Bank Visa card or First Trust Bank MasterCard account, we will take these amounts off the limit that applies to your account but they will not appear on your account balance or statement for another two banking days. If the money is being transferred using the 'Pay a Bill' or 'Transfer Money' option to an account with another bank, the money will normally be available no later than the next banking day.

However, if you transfer money using any of our Online Services after the cut-off time on banking days, this transaction will not be processed until the next banking day. For full details on all cut-off times, please see Section C.
- D** The overall total amount you can transfer or pay, using Online Services, in any one day is limited to the amount available in the account at the time of the transaction, or up to a maximum of £200,000 for each person who holds a registration number and PAC (whether through our 'Pay a Bill' or 'Transfer Money' Online Services). Transfers to registered accounts and one-off transfers are limited to a total of £10,000 for code card users and £15,000 for card reader users in any banking day. Regular bill payments and one-off bill payments are limited to a total of £10,000 for code card users and £15,000 for card reader users in any banking day.

- E** For the purposes of Online Services, the limits for 'Transfer Money' and 'Pay a Bill' will end and be reset at 3am. Online, Mobile and Phonenumber Banking transactions on Saturdays, Sundays and bank holidays are carried forward to the next banking day.
- F** When necessary, we may give you a new or replacement registration number, PAC, card reader or code card.
- G** You are legally responsible for paying:
 - 1** all transactions;
 - 2** all interest and charges as mentioned in our published list of prices, fees and interest for personal customers; and
 - 3** all losses we suffer and reasonable costs we have to pay because you have broken any part of this agreement.
- H** If you transfer money from your First Trust Bank Visa card or First Trust Bank MasterCard accounts using Online Services, we will treat this as a cash advance and the relevant charges will apply (see our price list).
- I** You must not create an unauthorised overdraft or go over your approved overdraft limit on an account, or do anything else that goes against any other terms and conditions that apply to an account or the banking services we offer through Online Services.
- J** Depending on the terms set out in section C, paragraphs 6 and 7, both you and we will be bound by any transactions entered on your accounts using our Online Services. If you have any questions or disputes about transactions carried out on your accounts, you should contact us as soon as possible.
- K** If you have a joint registered account and we issue both you and the other account holder with registration numbers, PACs

and code cards/card reader, you are both jointly and severally bound to these terms and conditions. Whether or not you receive a registration number, code card/card reader and PAC, you must all keep to these terms and conditions and make sure that you pay in full any money owed to us. If there is more than one account holder, we will be entitled to act on the instructions of any one of them.

- L** If these terms and conditions and the standard terms and conditions for any registered account contradict each other, these terms and conditions will take priority.

7 Information on the account balances and statements

- A** You will be able to view all statements listed after August 2009, up to a maximum of your last 24 statements. The details displayed for each item include the amount paid, the date the payments leave your account and the payment reference. If you are making payments online, the details of the person or organisation will be the 'narrative' (the wording which will appear on the statement) you choose to apply to your statement. For any other electronic payments, we will include on your statement the details of the person or organisation receiving the payment.
- B** The account balances displayed using any of our Online Services will be the balances as at the close of business on the previous banking day, after any adjustment to include any transactions (whether paper or electronic) we have processed in the meantime. Your First Trust Bank Visa card, First Trust Bank MasterCard and any asset finance accounts will show only the balance at the close of business on the previous banking day. As the balance may also contain uncleared amounts (amounts that have been paid into your account but are not yet available to withdraw, for example a cheque), we may have to adjust

the balance if any of these items are returned unpaid.

- C You should check the transactions on your statement regularly, and at least once a month, against your account records. If there is a payment which seems to have been made incorrectly or without your authority, you should tell us as soon as possible and, in any case, no later than 13 months after the date the payment was taken from your account. However, if any of the matters in section C, paragraph 7, subsection A apply, you must bring them to our attention as soon as possible and, in any case, no later than eight weeks after the amount is taken from your account.

8 Joint accounts

When you register for any of our Online Services, you will be able to access and carry out transactions on your sole accounts.

If you have any joint accounts, you will be able to access them if all account holders signed when the account was opened or you agreed to this access when filling in the Online Services registration form.

If you have not agreed to this access on your joint accounts, you can do so at any time by filling in an Online Services signing instruction form. You can get a signing instruction form by contacting a customer service adviser on 028 9034 6034.

9 Finance

As well as branch-based accounts, you will be able to look at your balances for:

- a asset finance (not available through Phoneline Banking); and
- b loans.

10 Fees and charges

We will charge you for any transfers and bill payments at the rate shown in our list of prices, fees and interest. We give you a list

of the charges when you open your account, but we also publish them on our website and you can ask for a copy at any of our branches.

11 Security

By entering into this agreement, you accept that any emails may not be secure and could be read, copied or altered by someone who is not authorised to do so, or delivered incorrectly (for example, to the wrong email address). We cannot guarantee that any information sent by email is private or confidential. There are a few things to keep in mind to help you bank online safely such as:

- Keep your PC secure. Use up-to-date antivirus and spyware software and a personal firewall.
- Keep your passwords, PAC and the unique codes from your card reader or code card secret.
- We (or the police) will never contact you to ask you for your Online Services log in details.
- Treat emails you receive from senders claiming to be from any bank or building society with caution and be wary of emails or calls asking you for any personal security details.
- Always access internet banking sites by typing the bank or building society's website address into your web browser. Never go to an internet banking site from a link in an email and then enter personal details.
- Follow our advice – the security information on our website is a good place to get help and advice on how to stay safe online. Visit www.firsttrustbank.co.uk/securitycentre
- Visit www.banksafeonline.org.uk for more useful information.

To make sure we carry out your instructions accurately, to help improve our service and for security reasons, we may monitor

and record your phone calls with us. For added security, we may use CCTV recording equipment in and around our premises. All recordings belong to us and you would only be able to see or listen to them under the supervision of one of our officers.

12 Withdrawing Online Services

- A** In the circumstances set out in section C, paragraph 13, subsection B, we can, at any time and without giving you notice:
- cancel or suspend any right you have to use all or part of our Online Services, during which time you will receive paper statements by post; or
 - decide not to renew or replace your registration number, PAC, card reader or code card. If we take this action, we will immediately let you know in writing or by phone.
- B** If any system we provide for our Online Services breaks down or is not working correctly, or there are security reasons for doing so, we may, without having any legal responsibility to you, temporarily suspend the relevant online service for as reasonable a period as necessary to correct the fault or remove the security risk.
- C** If you have not used our Online Services for at least one year, we may cancel your registration number, PAC, card reader and code card.

13 Ending this agreement

- A** There is no minimum period for how long your agreement needs to be in force. It will continue to be in force until either you or we end it in line with these terms and conditions.
- B** We can end this agreement and withdraw our Online Services:
- 1 by giving you at least two months' notice in writing, telling you that this is what we will do; or

2 immediately, in the circumstances set out in section C, paragraph 13, subsection B.

- C** You can end this agreement at any time by giving us reasonable notice in writing, telling us that this is what you will do. You will still be legally responsible for any debt left to pay on your account.
- D** If you die or become incapacitated (for example, if you are not able to manage your financial affairs after an accident or illness), all transfers and bill payments we made from your account on your behalf, including registered accounts, will still be valid and binding on you and your estate if we made them before we received notice in writing of your death or incapacity. Whether you end this agreement or we do, its terms will stay in force until you pay back any money you owe us.

14 Notices

If you need to give us any notice about our Online Services you must send it to us in writing and by post. The address to send this notice is:

FREEPOST RTKE-LYHS-ZXUY
Online Services
92 Ann Street
Belfast
BT1 3HH

This is a Freepost address so you will not need a stamp.

15 Intellectual property

- A** The intellectual property rights (for example, patents and copyright) in data or materials that we have developed or may develop for providing our Online Services belong to us once they have been created. You must only use this data and materials to get access to our Online Services.
- B** You must not copy any or all of our web pages in any form without our permission, apart from making one copy for your own personal, non-commercial use.

16 Circumstances beyond our control

We will not be failing to perform our duties under these terms and conditions if we totally or partly fail to do so, despite all our efforts, as a result of circumstances beyond our control.

17 Data protection

We will carry out our responsibilities under the Data Protection Act 1998 (as amended from time to time) in relation to the relevant information we hold about you, and we will make this information about you available if you want to inspect it, in line with the Data Protection Act. The privacy and security policy on our website explains how we use your personal information and it forms part of this agreement, along with, where applicable, the Data Protection Notice - How We Use Your Information within your application form.

18 Customer service

If you need urgent help to sort out any problems you are having with our Online Services, or if you need general information about our Online Services, you can contact our customer service team by:

- a** phoning 028 9034 6034 between 8.30am and 5pm, Monday to Friday; or
- b** sending an email to ftonline@aib.ie

Important information about compensation arrangements

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

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

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



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