



# Online Services

## Terms and Conditions



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## Terms & Conditions for Online Customers

These Terms and Conditions apply to the Agreement (referred to as 'this Agreement') between the 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') for using our Online Services.

### Definitions

Within this Agreement, some words have special meanings. Where something is referred to in singular form it also includes the plural form and vice versa.

**'Account'** means your First Trust Bank Account.

**'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;
- The Data Protection Notice;
- The First Trust Bank Personal Banking terms and conditions; and
- The First Trust Bank Business Account terms and conditions.

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.

**'App'** is a computer program or piece of software designed for a particular purpose that you can download onto a Mobile Device or other electronic device.

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

**'Banking Services'** means the service which we supply, at our discretion, to you from time to time through Online, Mobile and Phoneline Banking. This includes, but is not limited to, accessing Account balance and recent transaction information, and additional services. We may, at our discretion, only make available to you a limited number of Banking Services depending on which of the Online Services and Online Security Details you choose to use. For the avoidance of doubt, not all services will be available to or via third parties.

**'Card Reader'** means the device which may be issued to you by us for use together with your debit card for authentication purposes and to avail of (at our discretion) certain Banking Services.

**'Credit Card'** means any First Trust Bank Visa Card or Mastercard.

**'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 a time, usually towards the end of the Banking Day after which any payment order received (whether to credit or debit your Account) will be deemed to have been received in the following Banking Day. Further information on Cut-off Times for payment types is available within the Authorised Payments section of your Account terms and conditions, within Online Banking, the Mobile Banking App or through our customer service helpline (our contact details are set out in the "Customer Service" section of these Conditions).

**'eStatements'** means a service to view, print and/or save an electronic version of your bank statement or credit card statement in PDF format.

**'Fees and Charges'** means the published list of our prices, fees and interest. You can get this list from any of our branches and on our website.

**'Gross Negligence'** means a very significant degree of carelessness.

**'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.

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

**'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.

**'Mobile Device'** means a portable computing device capable of accessing our Mobile Banking App that you have registered or paired to avail of certain Banking Services.

**'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 Security Details'** means any combination of numbers, codes, words, device, biometric data or other security measure or procedure we require you to use to confirm your identity to access and authorise Banking Services. This includes, but is not limited to any Registration Number, PAC, fingerprint and/or a Card Reader generated code.

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

**'Pay a Payee'** means transferring funds in sterling from your Account to a 'Registered Account'.

**'Payment Services Regulations'** or PSRs means the Payment Services Regulations 2017 which are effective in the UK from 13 January 2018 and replaces the Payment Services Regulations 2009.

**'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 Phonline Banking.

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

**'Registration Process'** means the process(es) which must be properly and fully completed by an Account Holder applying to us for the provision of Banking Services using Online Services, including, but not limited to, application forms, online application forms and forms completed by you or by a Customer Service Adviser on your behalf, or information given to a Customer Service Adviser by you or, where applicable, registering any Mobile Device to use our Banking Services through our Mobile Banking App or Online Services.

**'Stop Paper Statements'** means a service where you can opt to stop receiving paper statements by post and to only receive in eStatement format. If you stop paper statements you will be notified by Text Message when your eStatements are available to view.

**'Terms and Conditions'** means the Terms and Conditions for our Online Services, as set out in this document and any other Terms and Conditions that we may add or change from time to time after giving you notice in line with these Terms and Conditions

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

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

## 1. Looking after your Registration Number, PAC, Card Reader and Mobile Device

A. Your Registration Number and PAC will be generated during our Registration Process (and Card Reader, if requested, will be provided by us directly to you). You must take all reasonable steps to keep your Registration Number, your PAC, the unique codes from your Card Reader or any Online Security Details we provide to use with Online Services safe and secure at all times.

B. You must not disclose any of your Online Security Details, whether directly or indirectly, to any third party except for certain people who have been granted power of attorney. You can give our Customer Service Advisers your Registration

Number when discussing Online Services with them, but never your full PAC. For more information on how to protect yourself against the threats associated with fraud and scams, visit our Security Centre at [firsttrustbank.co.uk/securitycentre](http://firsttrustbank.co.uk/securitycentre).

C. If we post you a PAC, it will be in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. For security reasons you must call us to confirm receipt of your PAC before you can use Online Services. We recommend that you change your PAC to one you have chosen yourself.

D. 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 Mobile Device.

E. You must keep all Mobile Devices secured and before you replace or dispose of a Mobile Device, you must ensure that your Mobile Device is no longer registered to use Online Services through the Mobile Banking App and delete it from that device.

## **2. If your Registration Number, PAC, Card Reader or Mobile Device 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. You must also tell us as soon as possible on becoming aware of the loss, theft or misappropriation of any Mobile Device and/or Online Security Details or their unauthorised use by contacting our customer service helpline (our contact details are set out in the "Customer Service" section of these Conditions).

B. If your Online Security Details or Mobile Device are 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 paragraphs 1 and 12 of these Terms and Conditions.

D. To the extent applicable, this paragraph applies together with Section C, paragraph 9 of the First Trust Bank Personal Banking terms and conditions, and Section C paragraph 5 of the First Trust Bank Business Banking terms and conditions.

## **3. Equipment**

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

B. You and any other user are responsible for obtaining, maintaining, and updating the necessary

hardware and related equipment needed to utilise Online Services. You'll need an Internet service provider (ISP), a modem (the faster the better, but at least 28,800 baud or higher is recommended), and browser software which supports 128-bit encryption, Secure Sockets Layer 3.0 (SSL).

C. Browser types we recommend for best results: Google Chrome (latest version), Microsoft Internet Explorer 9 or higher or Firefox 9.0.1 or higher. In all cases it is important that you be on the most recent release of whatever version you are on. If you have enabled browser add ons, some of these can cause problems logging into Online Services. You can manage or disable these through your browser settings.

D. From time to time we may update the First Trust Bank Mobile Banking App. Depending on the update, you may not be able to use the First Trust Bank Mobile Banking App until you have downloaded the latest Operating System, version of the First Trust Bank Mobile Banking App and, where appropriate, accepted any new terms and conditions.

E. To enjoy the best experience using our Online Banking, Java Script should be enabled on your browser, without JavaScript certain functions and processes within the site will not work.

F. For Online Banking to work it requires cookies to be enabled.

G. Some browsers may ask you if you wish the browser to save your password. This can be a useful and time-saving option for some single password sites. However, our Online Banking will ask for different digits from your PAC each time. In this case a browser with a 'saved password' will try to use the wrong 'password'. We recommend that you don't save your password on your browser.

H. You should also protect your equipment's software from any viruses and attacks by third parties by using the latest anti-virus software and a personal firewall as appropriate.

## **4. Your legal responsibility to us**

A. You agree to keep to these Terms and Conditions 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 your Account terms and conditions. This clause does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised transactions or incorrectly executed transactions (for example, instructions not followed correctly or transactions not carried out properly). Also, you do not have increased legal responsibility if you fail to keep

to the security requirements for Online Services, as set out in these Terms and Conditions and your Account terms and conditions. Your legal responsibility would still be limited as set out in law.

#### **5. Instructions including Third Party Providers**

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 Phonline Banking) is correct. After we receive your confirmed instruction, you will be responsible for the process we carry out on your behalf.

C. If you can make payments from your Accounts through Online Services, you may be able to initiate payments through certain third party providers, known as payment initiation service providers (PISP). For example, if you are making a purchase online or via an App, you may be provided with an option to pay directly from your bank Accounts instead of using a debit card or Credit Card. In these circumstances, if you choose to pay directly from your Accounts you will be doing so via a third party provider. It is for a PISP to obtain your consent to initiate a payment this way. You will need to use your Online Security Details to authenticate yourself to us in order for the payment to be initiated. The Terms and Conditions for use of Online Services will apply including any applicable spending limits, signing instructions and Cut-off Times. Where payments from your Account are initiated by PISP's, we will consider the payment instruction to have been received when the PISP sends us the final instruction (even if you have authorised the payment earlier). If you wish to amend or cancel a payment initiated through a PISP, you must follow the PISP's procedures as well as ours as outlined at Section C paragraph 2 subsection H of your Account terms and conditions.

D. If you can access your Accounts through Online Services (even if you have view only access and are unable to make payments from your Accounts online) you may be able to permit a third party provider known as an account information service provider (AISP) to obtain information on your Accounts. An AISP may offer its services to you through a website or App. It is for an AISP to obtain your consent to access information from your Account. If they do so you will be taken to an online or App platform which is controlled

by us. You will need to use your Online Security Details at this stage to authenticate yourself to us in order for the AISP to obtain information on your Accounts. After you have provided your consent to the AISP to obtain information on your Accounts and authenticated yourself to us the AISP will have the ability to obtain information on your Accounts for a period of time as confirmed to you by the AISP, without requiring your further consent and authentication each subsequent time they seek to obtain information on your Accounts in that period, unless you or we have revoked the AISP's access.

E. If you have joint Accounts which are accessible online each Account Holder who has online access to those Accounts may have the ability to consent to an AISP accessing the Accounts online and obtaining information on those Accounts without being required to gain the consent of any of the other Account Holders.

F. You may revoke an AISP's access to your Accounts either directly through the AISP, or through us. You can do this through Online Banking or by contacting a Customer Service Adviser. Please refer to Section 21: 'Customer Service' of these Terms and Conditions.

G. You may be able to permit a third party provider known as a card based payment instrument issuer (CBPII) to perform an availability of funds check on your online Accounts. A CBPII may offer its services to you through a website or App. If you agree to a CBPII accessing this information, you will be taken to an online or App platform which is controlled by us. You will need to use your Online Security Details at this stage to authenticate yourself to us and provide your explicit consent to us in order for the CBPII to perform an availability of funds check (by way of a "Yes/No" answer only) on your Accounts. At no stage will the CBPII have access to the actual balance of your Accounts. After you have provided your explicit consent and authenticated yourself to us, the CBPII will have the ability to complete future availability of funds checks when you ask them to do so, or until you have revoked the CBPII's access directly with us. You can withdraw your explicit consent at any time through Online Services.

H. If you are considering using a third party provider you should be able to check with the Financial Conduct Authority (FCA) or other relevant regulators whether the third party provider is authorised and/or registered by them. It is important you are satisfied that they are genuine before you choose to use a third party provider. Please be aware we are not required to check the terms of the consent provided by you for PISP or AISP services, this should be agreed between you and the third party provider.

I. We will only revoke a third party provider's access to your Account information if you tell us to,

or if we have reason to believe their access to your Account to be unauthorised or fraudulent or if we become aware that the third party provider is no longer authorised and/or registered by the FCA.

J. Where applicable, we will try to contact you before we take a decision to revoke access, but it may not always be possible for us to do so. Please refer to Section 20: 'Contacting You' of these Terms and Conditions for the ways in which we can communicate with you. Where we are able to we will give you our reasons for revoking access.

K. If after we have revoked a third party provider's access to your Account and the reasons for suspending their access are no longer in existence, we will restore that third party provider's access to your Account for the remainder of the period of access. In the case of an AISP the original period of access will not be extended by the period of time the AISP's access was suspended.

## 6. Using Online Services

A. You can use the same Registration Number and PAC for all the Online Services. You will also need to use other Online Security Details (such as a Card Reader), or a combination of Online Security Details to confirm your identity to access and authorise certain Banking Services.

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 Online Security Details 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 the money is being transferred using the 'Pay a Bill' or 'Transfer Money' option to an Account with another bank, the money will usually be available within two hours, but 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 the Authorised Payments section of your Account terms and conditions.

D. 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. The payment will leave your Account

after 4:30pm on the date you select to make the future bill payment. Please make sure that you have enough money in your Account, your Online Services credentials are valid and you have not deleted the bill Payee from your Payee list on the date you have selected to make the bill payment. If you do not have enough money in your Account, your Online Services credentials are invalid (e.g. your PAC is locked) or the bill Payee is not listed on your bill Payee list, the payment will not go out of your Account. Please be aware that you will not receive any notice to tell you this transaction has failed.

E. Details of the daily transaction limits in relation to Online Services and the maximum amount which you may transfer using Online Services (whether 'Pay a Bill', 'Transfer Money' and/or otherwise) during any Banking Day are available online at [firsttrustbank.co.uk/online/limits](http://firsttrustbank.co.uk/online/limits) or through our customer service helpline (our contact details are set out in the "Customer Service" section of these Conditions).

F. 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 Phoneline Banking transactions on Saturdays, Sundays and bank holidays are carried forward to the next Banking Day.

G. When necessary, we may give you a new or replacement Registration Number, PAC or Online Security Details.

H. You are legally responsible for paying:

1. All transactions ;
2. All interest and charges as mentioned in our Price list; and
3. All losses we suffer and reasonable costs we have to pay because you have broken any part of this agreement.

I. You must not create an unarranged overdraft or go over your arranged 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. 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, or Online Security Details, you are both Jointly and Severally Bound to these Terms and Conditions. Whether or not you receive a Registration Number, PAC or Online Security Details, 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.

M. We may apply any security procedures we consider appropriate, including delaying or stopping a payment where we are suspicious that the security of the payment may be compromised or that it is unauthorised or fraudulent. We will not be responsible for any delay or failure in making any payment as a result of our security procedures.

## 7. Information on the Account balances and statements

A. 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 Credit Card 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.

B. 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.

C. If you need a paper statement, you can order one through the order paper statement option in Online Banking. This will produce what is known as an out of course statement, and you will receive this in both paper format and as an eStatement.

D. You can view your eStatements online for up to seven years for bank accounts. For Credit Card accounts you will be able to view eStatements issued on or after 6 November 2014 for up to seven years. If you hold a personal current account, any fees or charges you must pay (if applicable) are included within your eStatement.

E. When you gain access to your eStatement, it will be displayed in a separate window. This means when you close or log out of Online Banking or the Mobile Banking App, the eStatement will stay on screen. You must close this window and not leave it open for any other person to view. In particular, you must not save an eStatement on a PC or device which is not your own.

F. You agree we will have no more liability (legal responsibility) for any loss or damage you suffer directly or indirectly as a result of us providing, and you gaining access to, eStatements, than would be the case if you received paper statements instead of eStatements. To avoid any doubt, all the account terms and the Online Services terms will continue to apply to how we provide eStatements.

## 8. Stopping Paper Statements

A. For certain Accounts and where applicable, you may at any time stop receiving paper statements and receive eStatements by choosing the 'Stop Paper Statements' option on Online Banking and selecting the account(s) you wish to stop. If you choose to switch you will no longer receive paper statements to your postal address and the next statements will issue electronically only.

B. To complete the stop paper statement process, you must confirm your mobile phone number so that we can send a Text Message to advise you each time you have an eStatement available to view (that is, every week, every month and so on).

C. It is important that if you change your mobile phone number that you notify us immediately so that we can continue to communicate with you by phone or Text Message. If there is a problem with your mobile provider or your mobile network, you may not receive a Text Message on your mobile phone number. It is your responsibility to regularly view your eStatements through Online Banking or our Mobile Banking App.

D. If you opt to stop paper statements on a joint account, we will also send Text Messages to the mobile phone number we hold for the joint Account Holder to advise them each time an eStatement is available to view.

E. If you opt to stop paper statements on a personal credit card, you will no longer receive 'bank giro' forms to pay your credit card. You can, however, continue to make card payments by direct debit or through Online, Mobile or Phoneline Banking.

F. If you have stopped paper statements, it is your responsibility to print, save or otherwise store your eStatements so that you can view them in the future. Should any of your accounts be closed, removed from your Online Banking profile or you cancel your Online Services agreement, you will no longer be able to view these eStatements online.

G. If you ask for a paper copy of a statement we have issued previously as an eStatement only, we may charge you a 'duplicate statement fee', in line with the Fees and Charges that apply to your bank account or credit card.

H. If you change your mind, you may at any time request to receive paper statements again for any future statements issued. You can do this by calling Phonenumber Banking on 0345 793 0000, log in and choose option zero (0) to speak to a Customer Service Adviser.

I. We can, without notice, at any time and for any reason, reinstate paper statements. This means you will start to receive your future statements by post. This may be caused by circumstances beyond our control.

## 9. Joint Accounts

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

B. If you have any joint accounts, you will be able to access them if all Account Holders provide consent when the account was opened or you agreed to this access when registering or requesting changes to your Online Services. If you have not agreed to this access on your joint accounts, you can do so by contacting a Customer Service Adviser by calling Phonenumber Banking on 0345 793 0000, log in and choose option zero (0). Our advisers are available between 8am and 12am (Midnight), 7 days a week.

C. Access and services available to joint Account Holders are in accordance with the mandate on the joint account.

## 10. Finance

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

- Credit Cards
- Loans
- Asset finance (not available through Phonenumber Banking).

## 11. Fees and Charges

A. We will charge you for any transfers and bill payments at the rate shown in our Price list. 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.

## 12. Security

A. 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 Online Security Details secure.
- 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 Online 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](http://www.firsttrustbank.co.uk/securitycentre)
- 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.

## 13. Withdrawing our Online Services

A. In the circumstances set out in condition 14.B.2 below of these Terms and Conditions, we may, 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 or Online Security Details. 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 or you have closed all of your Accounts eligible for Online Services, we may cancel your Registration Number, PAC, or Online Security Details without giving you notice.

#### 14. 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 and your Account 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 any of the following circumstances;
  - On your bankruptcy or you enter into a voluntary arrangement with your creditors;
  - If you can no longer manage your financial affairs or you die;
  - If any representations, warranties or statements made by you in connection with the Account or Online Services are breached or are untrue in any material respect;
  - If you commit any serious or repeated breach of these Terms and Conditions or your Account terms and conditions;
  - If you are in breach of any other agreement with us;
  - We have reasonable grounds to believe that you are no longer using Online Services and it has not been active for 12 months or more;
  - You act, or are suspected of acting, fraudulently against us or any other party; or
  - To enable us to comply with any law, regulation, code or good practice.

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.

#### 15. Notices

A. 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.

#### 16. Confidentiality

A. You must keep all the information you have received from us about our Online Services strictly confidential and not share it with anyone else.

#### 17. 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.

#### 18. Circumstances beyond our control

A. 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.

#### 19. Data Protection

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

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our website's Frequently Asked Questions section or our contact details at [www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or

www.aibgb.co.uk/Data-protection. You can also ask for more details at your local branch.

## 1. Who we are

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

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

## 2. Data Protection Officer

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

## 3. How we collect information about you

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

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

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

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity.

We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

## 4. How we keep your information safe

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

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

protect your information

## 5. How long we keep your information

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

## 6. Meeting our legal and regulatory obligations

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

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

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

## 7. Consent

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

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

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

## 8. How we use your information

We use information about you to:

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

To provide our products and services under the Terms and Conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal

information, we may not be able to provide you with our products and services.

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

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

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

## 9. Your information and third parties

Sometimes we share your information with third parties.

For example to:

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

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

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

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

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

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

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

## 10. International transfers of data

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

## 11. Your personal information rights

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

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

We can help you with:

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

*Updating and correcting your personal details.*

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

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

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

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

organisation.

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

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

## 12. Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

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

## 13. Updates to this notice

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

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

## 20. 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.

## 21. Customer Service

A. 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:

1. Sending an email to [ftonline@aib.ie](mailto:ftonline@aib.ie).

It is our aim to respond to emails within one Banking day. We will respond to you during office hours, 9am to 5pm, Monday to Friday, excluding bank holidays.

or;

2. Calling Phonline Banking on 0345 793 0000.

Log in and choose option zero (0) to speak to a Customer Service Adviser. Our advisers are available between 8am and 12am (Midnight), 7 days a week.

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

## 23. Date these Terms and Conditions apply from

These Terms and Conditions apply from 21 August 2019.



Protected



Information correct as at 21 August 2019

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