

**first direct**

**Important information**  
about changes to your credit  
card terms and conditions.

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We need to make some changes to your credit card terms and conditions with us ('your agreement') to cover new technology for registering a credit card with an e-wallet, or on a mobile phone, tablet computer, smartwatch or similar device (referred to as a 'device') to make payments.

This document explains the changes we're making which take effect when you successfully register your card on a device to be used for making payments. If you're not happy with any of these changes, you have the option to delete your card from your device and continue to use other means of payment already covered by your agreement. Please read these terms carefully and make sure you are happy with them before using your device to make a payment.

## **Definitions**

The definition of 'Card' will be changed so it also covers the digital version of each card, which is issued by us or on our behalf and which you store on a device where the context would be appropriate.

The definition of a 'PIN' will also cover any personal identification number, including any used with an e-wallet or device your Card is registered with.

## **Using your account**

Your agreement will also be changed to include the authorisation of payments using a device or an e-wallet as follows:

Where you register your card in an e-wallet or on a device, a digital version of your card will be created and securely stored in or on it. You authorise payments using the e-wallet or the device by following its required process which may include using a different PIN or device passcode or providing other biometric data like a fingerprint. For some devices, you can authorise payments by holding them close to a card terminal and entering the relevant security details into your device or the card terminal. You may also be able to set up linked devices eg a smart watch linked to a mobile phone to be able to make a payment for a certain period of time using a simplified authorisation procedure.

If you've stored more than one card in an e-wallet or on a device, most will ask you to nominate a default card which will be the card used to authorise payments unless you choose a different one.

We'll also make it clear that 'Card expiry date' can refer to the date shown on your plastic card or to an expiry date linked to the digital version of your card as these could be different.

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## Authorisations

Your agreement already allows us to restrict or refuse the use of your cards but we'll now extend these to cards you register in e-wallets and on devices.

We'll also be able to suspend or restrict the use of a card registered in an e-wallet or on a device if:

- the e-wallet or technology used to register your card on a device is no longer available to our customers
- the technology provider associated with the e-wallet or device has been notified that your device has been lost or stolen or your e-wallet has been compromised or is at risk of being used by someone else and they take steps to suspend cards you have registered.

We'll also extend our right to refuse payment when you don't use your PIN to authorise it to include when you're using any type of card and you don't provide the relevant security details or follow the required authorisation procedure for making the particular type of transaction with a retailer. Some retailers will have a maximum limit for certain types of payments such as contactless payments, so you may not be able to use a device registered card for all transactions.

## Protecting the Card

We'll also make the following changes to your agreement:

Although we allow you to provide card or security details as part of registering with an e-wallet or on a device, before you do, you'll need to take reasonable steps to check it is a recognised technology platform that is secure so your security details aren't at risk.

Your agreement already explains that you need to protect your Card Security Details from being misused eg to commit fraud. This will be extended to cover the security details or procedures associated with an e-wallet or device eg a different PIN, device passcode or other biometric data like a fingerprint which you'll need to ensure you don't:

- share where a card is registered eg with family members who also use your device
- store anyone else's fingerprint on any device where your card details are stored.

If you've already set up a device with a passcode or fingerprint access you must review this and

ensure that you change it if it can be easily guessed or if you have already shared it with anyone else. You must also delete all fingerprint access apart from your own and ensure you don't activate a payment session on any linked device if someone else is using it.

Your agreement already explains that you need to tell us as soon as possible if your card is lost, stolen or may be misused for any reason. This will be extended so that you need to tell us if your e-wallet or security details are at risk, a device which has your card details stored in it is lost or stolen, or if you believe someone else has used it without your permission or has discovered your security details.

You'll need to delete your cards from a device before you:

- dispose of it eg selling or giving it to someone else
- give your device to someone temporarily eg for it to be repaired.

## Misuse of the Card

Your agreement will be changed to make it clear that, consenting to another person using your device on which a Card is registered by allowing them to know a device passcode or by registering their fingerprint in your device will be treated as you consenting to them having Card or Card Security Details. This may mean that we may not be liable to refund you for unauthorised transactions where those details are used to authorise a payment by others.

## Restricting Card use and ending this Agreement

We'll make it clear that if the account relating to a registered card is closed, you'll need to delete your card from any relevant e-wallet(s) or device(s).

## General

Under your existing agreement, we're not liable to you for any loss due to any failure or delay in providing our service due to causes beyond our control. This will include if the problem is caused by the e-wallet or technology platform on which your Card is registered, including if it's not available, unless this relates to something we've done. This is because **first direct** does not control these e-wallets or technology platforms.

# first direct

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