



Saga Platinum credit card

Terms and Conditions

These Conditions apply to the Agreement (referred to as 'this Agreement') between the Cardholder and the Bank, for using any Saga Platinum credit card issued by Allied Irish Banks, p.l.c.. Within these Conditions some words have special meanings:

Account means the card account kept by us in the name of the Cardholder in which debits and credits in respect of Transactions are recorded;

Agreement means the agreement (and Conditions) between the Cardholder and the Bank for the opening of an Account and the issue of a Card;

AIB Group comprises Allied Irish Banks, p.l.c., its subsidiaries and associated companies from time to time;

Authorisation means our confirmation to a bank or any Merchant that they can accept your Card for a Transaction;

Authorised User means another named person to whom you have given permission to use your Account;

Available Credit means at any time the unutilised amount of the Credit Limit;

Balance Transfer means the transfer of an amount owed to a credit or store card of another financial institution to your Account, with our consent;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in the United Kingdom and, where a payment to an account with another bank is involved, on which the Payee's bank is also open for business.

Card means a credit card issued to the Cardholder or any Authorised User for the purpose of effecting Transactions on the Account pursuant to the Conditions and incorporates all elements of that card, including, without limitation, the chip;

Cardholder means only the person in whose name the Account is maintained and does not include any Authorised Users;

Cash Advance means obtaining cash, currency or a similar facility using your Card;

Cash Machine means any machine capable of dispensing cash and performing other banking functions;

Conditions means these terms and conditions as amended, extended, supplemented or replaced from time to time;

Contactless Transaction means a Transaction that is carried out by holding your Card if it is enabled to carry out Contactless Transactions, near a terminal which is enabled to accept Contactless Transactions;

Credit Limit means the maximum debit balance that you are allowed to have outstanding on the Account at any time;

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

Merchant refers to any business or individual accepting a Card as a means of payment;

Outstanding Balance means the amount of any outstanding Transactions, Balance Transfers, fees, charges or interest that have been applied to the Account;

Payee means the owner of an account to which a payment is to be credited;

Payer means the owner of an account from which a payment is to be debited;

Payment Service Provider means an organisation that offers any payment services to customers including, but not limited to, us, AIB Group;

PIN means the personal identification number that you use with your Card, as provided by us and/or subsequently chosen by you;

Saga means Saga Personal Finance Ltd. and/or any one or more of the other companies in the Saga Group whether associated or otherwise;

Safeguard System means a system to aid the secure use of your Card over the Internet, such as Verified by Visa, as that system or its name may change or be replaced from time to time;

Statement means a statement (whether paper, electronic or otherwise) issued by us, in respect of the Account;

Tariff means the document setting out the fees and interest charges published by the Bank from time to time;

Transaction means a transaction in which a Card is used to obtain goods, services or cash on credit (includes all debits and credits made to the Account pursuant to this Agreement);

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

“you” and **“your”** refers to the Cardholder and, unless the context otherwise requires, any Authorised User.

Any references to **“we”**; **“us”**; and **“our”** or **“Bank”** means Allied Irish Banks, p.l.c. and includes our successors or assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1, Ireland and our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4, Ireland. We are registered at the Companies Registration Office, Dublin, Ireland under registration number 24173. Our VAT number is IE8E86432H.

1 Your Card

1.1 Subject to these terms and conditions, our credit card service allows you to pay for goods and services purchased from Merchants, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate credit card logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.

1.2 There is a variety of means by which you can authorise such Transactions, these include:

- authorisation by means of your Card used in conjunction with your PIN for point of sale Transactions or Transactions using a Cash Machine;
- authorisation by means of your Card number and in some circumstances a security code for Transactions by mail, telephone, internet or by use of a Safeguard System;
- authorisation by means of your Card and signature where the other authorisation options in this Condition are not available; and
- authorisation by means of your Card to effect a Contactless Transaction, where your Card is enabled to effect a Contactless Transaction.

Looking after your Card and PIN

1.3 The Card and PIN must be used in accordance with these Conditions. Each Card is and remains the property of the Bank and may be cancelled, suspended, recalled or retained by us in accordance with the provisions of the Agreement.

1.4 You must

- sign your Card as soon as you receive it using a ball point pen;
- exercise all reasonable care to keep your PIN secret and keep your Card secure at all times
- only use your Card (a) within the Credit Limit, (b) within the Validity Period and (c) strictly in accordance with the Conditions; and
- tell us immediately if there is a change of name, direct debit details, work or home telephone numbers, e-mail address, or the address to which Statements are sent in accordance with the 'Monthly Statement payment arrangements' section of these conditions.

1.5 You must not:

- let anybody else obtain or use your Card or your PIN or any other code allocated to you;
- disclose your Card number to anyone, except when carrying out a Transaction or to verify your identity or to report it lost, stolen or likely to be misused;
- disclose, write down or record your PIN or any other code allocated to you;
- keep your PIN with your Card, in any form;
- use your Card if it has been cancelled, has expired or has been suspended by us.

1.6 Your PIN will be sent in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. You may also change it at most UK Cash Machines that display the Visa logo. Do not choose a PIN that is easy for someone else to guess (such as your date of birth or 1234). You must never tell anyone your PIN or Security Details. You should never write down or record your PIN on your Card (or anything you would normally keep with or near it) in any way which might be recognised as a PIN, or give someone else access to a Device you keep your details on.

2 Loss or misuse of a Card

- 2.1 You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card. If you think someone else knows your PIN, or if your Card is lost, copied, mislaid, stolen, used, or likely to be used, for a fraudulent or improper purpose, you must tell us immediately by telephoning freephone 0800 0391 143 (or +44 28 9032 8641 from abroad) (24 hours a day, 7 days a week, 365 days a year). We may request that you confirm the same in writing to us at the address in the 'Contacting Us' section of these Conditions, but without affecting the validity of any action taken by us in response to your telephone call.
- 2.2 Notification of loss or theft of a Card will be accepted by us from card protection service organisations or from a Card scheme.
- 2.3 By reporting a Card as lost, copied, mislaid or stolen or as being used, or likely to be used, for a fraudulent or improper purpose, you will be deemed to have thereby authorised us to cancel that Card. It cannot be used again. If found, it must be cut in two (through the signature box, magnetic strip and chip) for security reasons and returned to us immediately at the address in the 'Contacting Us' section of these Conditions.
- 2.4 (a) You will be responsible for all losses incurred where the Card has been used by a person who acquired possession of or uses it with your or any other Authorised User's knowledge or permission.
(b) You will not be responsible for any losses incurred:
- before you received the Card;
 - after notice under Conditions 2.1 to 2.2; or
 - where the Card was used to make purchases by internet or telephone or mail order, with some limited exceptions, unless by someone acting or to be treated as acting with your permission.
- 2.5 In the event of notification by you in accordance with Condition 2.1 or 2.2 above you will co-operate with us and the relevant police authority in any investigation and give us and the police all information relating to such loss, theft or disclosure and all reasonable assistance to lead to the recovery of the Card. You authorise us to inform any appropriate third party of the loss, theft or possible misuse of the Card and to give them such other information as may be required.

If we can show that you or any Authorised User has acted fraudulently in relation to a Transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and charges.

- 2.6 We may, decline to authorise an individual Transaction or any further Transactions on the Account where suspect that:
- (i) the security of the Card or Account may have been breached;
 - (ii) there may have been an unauthorised or fraudulent transaction on the Card or on your Account;
 - (iii) there is a significantly increased risk that you may be unable to pay us what you owe us;
 - (iv) the terms of this Agreement have not been met or have been breached; or
 - (v) by carrying out the Transaction, we may breach a law, regulation, code or other duty.

Unless to do so would be a breach of security or be against the law, we will endeavour to contact you in accordance with the 'Contacting you' section below or by text message before we take a decision to decline authorisation of such Transactions, but it may not always be possible for us to contact you before declining such Transactions. Should we contact you by text message you may be asked to confirm a Transaction by sending us a text message in reply. You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing.

3 Credit Limit

- 3.1 Any Credit Limit on your Card will be set by us. We may vary this limit at any time. We will not increase your limit if you have been identified as a customer at risk of financial hardship. You may tell us, at any time that you want to reduce your limit. If you request us to increase your limit, this shall be at our discretion. You can contact us on the number noted in the 'Contacting Us' section.
- 3.2 If your Card is used for a Transaction which would bring the Outstanding Balance in excess of the Credit Limit or in excess of your Available Credit, we reserve the right to authorise or decline such Transactions. If we authorise a Transaction in excess of the Credit Limit currently applying to the Account, this will not affect the Credit Limit and subsequent Transactions bringing the Outstanding Balance in excess of the Credit Limit or where the Credit Limit has been exceeded may be declined.
- 3.3 When you make a Transaction using your Card, the balance on your Account will usually be increased immediately by the amount of the Transaction. Sometimes, a Merchant (for example a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may reduce your Available Credit, although that pre-authorised amount may only be charged by the hotel or petrol station to your Account where you have obtained goods or services to the value of the pre-authorised amount. Once the Merchant instructs us to, we will remove the pre-authorised amount as soon as possible.
- We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.

4 Issue of New Cards

- 4.1 New Cards may be issued by us to you from time to time without the need for further application.
- 4.2 If a Card is reported lost, copied or stolen, the Bank can refuse to issue a new Card if:
 - the Cardholder has requested in writing, not less than 25 calendar days before the renewal date on the current Card, that we do not issue any new Card(s); or
 - we have decided (in accordance with Condition 15) not to issue a renewal or replacement Card.

5 Restrictions

- 5.1 A Card must not be used:
 - if this Agreement is ended;
 - after a Card has expired or been reported lost, copied or stolen or has been cancelled or suspended;
 - at any Cash Machine abroad in violation of local regulations; or
 - for any illegal purchase or purpose whatsoever.
- 5.2 A request for a Balance Transfer will only be considered where the other financial institution is within the United Kingdom (or where relevant, the Isle of Man or Channel Islands) and clearance of the amount owed can be effected by us by electronic means. Balance Transfers can only be made from other credit or store cards held in your name and will only be made in sterling.

6 Transactions and Charges

- 6.1 Charges will be levied in accordance with the details contained in the Tariff as published from time to time and will be advised to you at the outset of this Agreement. If the charges are to be varied at any time we will advise you with your Statement or any other way we have agreed to contact you, giving you at least 2 months' notice before the new charges take effect (unless, by law or regulation, we are able to give you shorter notice). On receipt of such notification you may terminate this Agreement in accordance with conditions 15.1 and 15.5 of these Terms and Conditions of Use.
- 6.2 The amount of each Transaction will be debited to your Account reducing your Available Credit, even if you are in breach of this Agreement or it has ended. The timing of the debit will depend on when we receive the Transaction details from the Merchant or the Merchant's bank or, in the case of a cash withdrawal, when we receive details of the withdrawal.
- 6.3 Once authorised a Transaction cannot be subsequently revoked (whether or not a voucher is signed or a PIN number verified) as we guarantee payment. If you have recurring transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as internet or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last Business Day before the payment is due to leave your account. You should also contact the company or service provider to advise them that you are cancelling the recurring transaction.
- 6.4 You should always check the amount of the Transaction before entering your PIN.
- 6.5 Use of any Safeguard System by you is subject to the terms and conditions of the Safeguard System.
- 6.6 You can use a Card (if enabled to make a Contactless Transaction) to make purchases for small amounts without using the Chip and PIN. When making a payment using your Card by way of a Contactless Transaction you must place your Card against the reader in the outlet. The Card will be detected and the payment is completed without you entering your PIN. 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. Details of these limits are available by contacting us. Some limits may not be disclosed for security purposes.
- 6.7 The Cardholder is liable (except as mentioned in Condition 2 of these Terms and Conditions of Use) for payment of:
 - (a) all Transactions; and
 - (b) all Balance Transfers; and
 - (c) all interest, fees and charges as mentioned in the Tariff; and
 - (d) all verifiable losses and reasonable costs that we incur because of any breach by you of this Agreement, including where such Transactions are effected in breach of these Conditions. You should check the amount of every Transaction before you authorise it.
- 6.8 Where the Card is used for a Cash Advance facility a transaction charge, as mentioned in the Tariff, is applied to each Cash Advance and is debited to your Account on the same date as the Cash Advance is debited.
- 6.9 The amount of any non-sterling Transaction will be converted to sterling at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa. For transactions in EEA countries we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual

rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the transaction amount is debited to the Account. In addition to the fees and charges referred to in this Condition 6 you may also be charged a transaction fee by the local bank which processes the Transaction. Our contact details are set out in the "Contacting us" section in these Conditions.

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

- 6.10 Payments for goods and services may in some instances, require additional forms of identification. Payments for goods and services ordered by mail, telephone, internet or other electronic means may also require, the security code which is the last 3 digits printed on the signature panel on the back of your Card and your address details.
- 6.11 Use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting us' section of these conditions.

7 Refunds and Non-Acceptance

- 7.1 If a Merchant agrees to refund all or part of a Transaction for any reason, the Merchant must carry out a refund Transaction that will then be processed by us and the amount credited to your Account. No other method is acceptable. Unless the law provides otherwise, no claim by you against a Merchant may be the subject of a defence or claim against us.
- 7.2 We cannot be held liable to you (whether or not you make or try to make the Transaction) for:
- (a) any failure or delay by any other person to accept your Card or Card number; or
 - (b) the way in which any other person communicates such failure or delay or communicates any refusal to authorise a Transaction; or
 - (c) the publication of a refusal of Authorisation of any Transaction.
- 7.3 Refunds are not treated as payments made to your Account and therefore will not be reflected in the current amount due for settlement. The amount due, which is advised to you, should be settled in the normal way and any refund received will be recognised and taken into account in the Statement following the refund date. The time taken for a refund to be reflected on your Account varies and is dependent on several factors including the Merchant involved.

8 Cash Withdrawals

- 8.1 Your Card may be used in conjunction with your PIN to avail of certain services and facilities at Cash Machines that display the appropriate Visa symbol. We will not be obliged to provide Cash Machine services and facilities at any particular time and may temporarily suspend such services or facilities at a particular time without notice.
- 8.2 We will not be liable for any loss or damage resulting from:
- (a) the failure or malfunction of a Cash Machine; or
 - (b) the absence of any services or facilities at a Cash Machine.
- 8.3 The use of your Card to withdraw cash from a Cash Machine is subject to both transaction and daily limits. The transaction limit can vary between financial institutions and from time to time. The amount of each Transaction will be debited to your Account after the Transaction details are received by us from the Merchant or the Merchant's bank. The cash advance limit will be determined by us and may vary from time to time. Details of the cash advance limit are available from us.
- 8.4 A Card may be used abroad subject to any limits or regulations that may be imposed by the appropriate regulatory authorities of that country from time to time.
- 8.5 Where the Card is used abroad to obtain Sterling, the local bank processing the cash withdrawal may convert the amount of Sterling into the local currency and may apply a surcharge or fee which is outside of our control. This may result in an amount debited from the Account that is different to the amount you withdrew. Where the Card is used to obtain a currency other than sterling, Condition 6.11 will apply.

9 Monthly Statement Payment Arrangements

- 9.1 We will normally issue a Statement monthly to the Cardholder, on a date which we may decide, containing (a) details of all Transactions debited and credited to the Account since the previous Statement (or, in the case of the first statement, since the opening of the Account), and (b) the Outstanding Balance (if any) at the Statement date.
- 9.2 If a Statement is not received for any month, or if it cannot be produced or issued for any reason your responsibilities under this Agreement continue. You will be required to obtain details of the Outstanding Balance and you must pay us at least the minimum payment (as set out in Condition 9.3 below) by contacting us and arranging an alternative payment method.

9.3 You must pay at least

- £5 (or the full balance if less than £5); or
- 3% of the balance outstanding (or for customers on Direct Debit the fixed percentage of the monthly Statement balance as chosen by you); or
- 1% of the balance outstanding, default charges and interest on the current Statement; whichever is the greater, to reach us by the payment due date as shown on your monthly Account Statement.

Failure to make the minimum payment by the payment due date may result in the Authorisation of the Transaction being declined and a fee being applied to your Account. Part payment of the amount due will not satisfy payment of the full amount in any circumstances.

9.4 You must pay on demand, and in any case on receiving the statement:

- any outstanding balance in excess of your agreed Credit Limit;
- any arrears;
- the amount of any Transaction made in breach of these Conditions.

9.5 Once you give an instruction for a payment to be made to your Account, it may take until the end of the next Business Day before the payment is transferred to us. You should be aware that payment processing times may differ depending on the payment method chosen. Payment processing times may be extended by a further Business Day for paper initiated payments. We cannot make allowances for payments made at any bank until they reach us and are applied to your Account. Cut off times are available from the institution where you make your payment. Payment value will be given for the Business Day on which the payment funds are received by us.

9.6 If the Account balance exceeds the agreed Credit Limit, any amount collected by Direct Debit will be the agreed percentage of the monthly Statement balance plus the amount over the limit. Should a payment be received more than three days prior to the payment due date, the amount collected by Direct Debit will be reduced by this amount. Payments received within three days of the payment due date will not have any bearing on the amount collected by Direct Debit.

9.7 If you do not pay your balance in full we will allocate your payments to balances with the highest interest rate before balances with lower interest rates.

Most commonly occurring payment types, which must be in sterling, are deducted from the Account balance in the following order:

- cash interest;
- Cash Advance fees from previous Statements;
- Cash Advances (including cash from a Cash Machine) from previous Statements;
- interest;
- fees from previous Statements; and
- purchases from previous Statements

The remainder (if any) will be applied to Transactions on the current Statement in the following order:

- Cash Advance fees;
- Cash Advances;
- all other fees;
- purchases and Balance Transfers; and,
- any other promotional offers.

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

9.9 Should any payment to your Account by cheque or Direct Debit be subsequently returned unpaid for any reason, the payment will be deemed not to have been received. We may charge interest on your Account as if that payment had not been made in the first instance. This will be in addition to any charge as detailed in the Tariff. Furthermore, we may decline to authorise future transactions until the payment due has been received.

10 Queries and Disputes

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

10.2 (a) You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed Transactions on your Account. Where you are not liable under Condition 2.4 and you notify us without undue delay we will refund to you the amount of any payment debited to your Account which was not authorised by you and restore your Account to the state it would have been in had the Transaction not taken place.

- (b) Where you have given your Card details to a Merchant and at the time you do not know the exact amount that will be debited from your Account (for example to book a hotel room or hire a car) you may be entitled to a refund if:
- (i) the Authorisation you gave did not specify the exact amount of the payment; and
 - (ii) the payment made from your Account was more than reasonably expected, taking into Account your previous spending pattern, the Terms and Conditions of Use of your Account or Card and the circumstances surrounding the payment.

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

10.3 If condition 10.2 (b) applies, we will refund you within 10 banking days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same timeframe along with our reasons.

You are not entitled to a refund if:

- (a) you gave the Payment Service Provider direct permission to carry out the transaction; and
- (b) the Payment Service Provider gave you information on the transaction, or made that information available to you, as agreed, at least four weeks before the date the payment was due.

If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Making a complaint' section of these terms and conditions for details.

11 Annual Percentage Rate of Charge

11.1 The annual percentage rate of charge (APR) of the Account illustrates the total cost of credit to the consumer and will be advised to the Cardholder on the opening of the Account.

11.2 Any variation in the interest rate applied to the Account will result in a change in the APR. We may vary the interest rate at any time. A variation will normally be caused by market conditions, changes in the cost of providing the service, including variations in Bank of England base rate and market rates, changes in legal or other requirements affecting us, promotional reasons or any other valid reason. If we vary the interest rate (and consequently the APR) we will notify (in accordance with Condition 20) the Cardholder of the variation and also of the corresponding change in the APR. On receiving such notification, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 15.1.

12 Conditions

12.1 Interest rates are detailed within the Tariff issued to you at the outset of this Agreement. We may vary the interest rate for your Account from time to time, in which case we will advise you of the new rate giving you at least two months' notice. On receipt of such notification you may terminate this Agreement in accordance with Condition 15.5.

12.2 Interest will not be charged if you pay the full balance shown on your current Statement by the payment due date shown on the Statement and additionally you have paid the full balance shown on your previous Statement by the payment due date shown on that Statement. The interest rate for purchases and Cash Advances being applied to an Account will be notified to the Cardholder on the Statement. The Bank calculates interest using the interest rate as at the date of your Statement and interest is calculated using the average daily balance since the date of your previous Statement.

12.3 If the full balance is not repaid by the payment due date specified on the Statement, interest is charged on the full balance from the date each purchase and cash advance is debited to your Account, as shown on your Statement, until full repayment is credited to the Account. Interest on Balance Transfers will be charged from the date the Transaction was debited to the Account until full repayment is made. This will be in addition to any charges detailed in the Tariff.

12.4 Subject to Condition 12.2 above, interest will be payable on all amounts owing to us on the Account. Interest will accrue (after judgement or demand as well as before) on a daily basis at the current (variable) rate advised to you. Interest will be charged to the Account monthly. In respect of Transactions, interest will accrue and be charged from the date it is debited to your Account (this appears on your Statement as the posting date) to the date full payment is received and credited to the Account. Where a part payment is made, interest will continue to accrue and be charged on the remaining balance up to and including the date of the next Statement, when the interest for the period will be debited to the Account. If you pay the full balance on your current Statement but have not paid the full balance on your previous Statement you will be charged interest. Interest will be calculated on the amount unpaid on your previous Statement.

13 Authorised User

13.1 At the request of the Cardholder we may permit the issue of an additional Card on the Account, together with a separate PIN, for use by a person nominated by you (an "Authorised User"). However, there is no obligation on us to do so. If we consent to the issue of additional Cards, they will be issued subject to these Conditions. An Authorised User will be furnished with a copy of these Conditions and will be bound to observe these Conditions

to the extent that they apply or are relevant. The Cardholder must ensure that an Authorised User complies with these Conditions. The Cardholder remains liable for all Transactions for which the additional Card is used, including those charged to the Account after the additional Card has been returned to us.

- 13.2 We will cancel any additional Card at any time if the Cardholder requests this by contacting us in accordance with the 'Contacting Us' section, in which case the additional Card, cut in two (through the signature box, magnetic strip and chip) for security reasons, must be returned to us at the address in the 'Contacting Us' section of these Conditions.
- 13.3 No amendments to the Account details or variation of the Credit Limit will be accepted from an Authorised User.
- 13.4 The Cardholder remains and is at all times liable for the payment of all Transactions carried out by an Authorised User regardless of the ability of that Authorised User, as if the Transactions had been personally carried out by the Cardholder.

14 Insurance

- 14.1 We may, from time to time, make available to you insurance products and protection plans to cover losses and risks to you in connection with the use of your Card. We will provide you with the terms and conditions for these products, together with any other relevant material, at the time that we make such products available to you. We may also amend this Agreement, in accordance with Condition 20, to include the terms and conditions for such products.
- 14.2 Should you make a claim on any insurance product or protection plan taken out by you to cover losses and risks in connection with the use of your Card, and this claim is successful, we will credit your Account with any monies received by us from the insurer in connection with your claim.

15 Ending the Agreement

- 15.1 The Agreement shall continue until ended by either the Cardholder or us. You may at any time end the Agreement by giving notice in writing to us and returning all Card(s) cancelled by being cut in two (through the signature box, magnetic strip and chip) to us.
- 15.2 If:
- you become bankrupt or enter into a voluntary arrangement with your creditors;
 - we decide that you are no longer able to manage your financial affairs or you die;
 - it becomes unlawful for you to continue to have a Card,
 - there is a significantly increased risk that you may be unable to pay us what you owe us;
 - any representation, warranty or statement made by you in connection with the Agreement is breached or is or becomes, in our opinion, untrue in any material respect; or
 - you breach this Agreement or any other agreement with us,
- we can immediately temporarily or permanently block any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card by giving written notice to you, (whereupon you must cut all Card(s) in two (through the signature box, magnetic strip and chip) and return them to us).
- 15.3 We may terminate the Agreement for any other reason by giving you at least two months' notice in writing.
- 15.4 If you make a notification under Condition 2 or 15.1, or if the Agreement is ended we may request a Merchant or other person to retain any Card or cancel any Card by cutting it in two (through the signature box, magnetic strip and chip) and return them to us.
- 15.5 If this Agreement is ended (by you or us) you remain liable for all Transactions and must pay in full the Outstanding Balance on the date the Agreement is ended as well as all outstanding Transactions, fees and charges and government levies and any accrued but unpaid interest. The terms of this Agreement will remain in full force until all money owed is paid. For the avoidance of doubt, there will be no other costs incurred by you in respect of termination of this Agreement.
- If you choose to end this Agreement as a result of you rejecting an interest rate increase or a variation of our charges you must repay, over a reasonable period of time, the Outstanding Balance of your Account including the amount of any outstanding fees, charges or interest. In this event the interest rate on your Account will remain unchanged and you must adhere to the condition 15.1 above.
- 15.6 This Agreement will terminate on the death of the Cardholder and the outstanding balance on the Account will become a liability of the Cardholder's estate. All Cards, including those issued to an Authorised User must be returned to us cut in two (through the signature box, magnetic strip and chip).

16 Data Protection Notice

- 16.1 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 at www.aib.ie/dataprotection.

16.2 Who we are

When we talk about “AIB”, or “us” or “we” in this notice, we are talking about Allied Irish Banks, p.l.c. and its subsidiaries, affiliates and their respective parent and subsidiary companies (including AIB, EBS and Haven).

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

16.3 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 DPO@aib.ie or by writing to them at Data Protection Officer, Card Issuing, P.O. Box 1096, Belfast BT1 9FA.

16.4 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 card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and our 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

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

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 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.

16.11 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.

16.12 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 phoning or writing to us at Saga Platinum, Card Issuing, P.O. Box 1096, Belfast BT1 9FA. Further information is available on our website at www.aib.ie/dataprotection.

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.

16.13 Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in our contact centre know, giving them the opportunity to put things right as quickly as possible.

If you wish to make a complaint you may do so 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 Website, by phone or by email.

We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

You can also contact the Data Protection Commission in Ireland if you have a complaint.

16.14 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.aib.ie/dataprotection or you can ask us for a copy.

17 General

17.1 If we are prevented (directly or indirectly) from carrying out any of our obligations under this Agreement because of:

(a) a fault which has happened in any transmission link; or

(b) an industrial dispute; or

(c) anything outside our control or that of our agents or subcontractors, we will not be liable for this.

17.2 You understand that if we offer you additional facilities or benefits to which you have access by use of your Card, but which are not provided under and do not form part of this Agreement, then we may vary or withdraw these additional facilities and benefits at any time without notice.

17.3 If we choose not to, or if we cannot enforce any term which forms part of this Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.

17.4 All correspondence entered into under this Agreement will be in the English language.

17.5 Credit balances are not a feature of this credit card product and accordingly the Bank reserves the right to reject or return Transactions which create credit balances.

- 17.6 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.
- 17.7 If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.

18 Governing Law

This Agreement is governed by the laws of England and Wales. In the event of a dispute the courts of England and Wales shall have exclusive jurisdiction.

19 Assignment

We can transfer all or any of our rights and/or obligations under this Agreement at any time. Any such transfer will not reduce your rights under this Agreement unless you agree otherwise.

20 Variation of Agreement

- 20.1 These Conditions shall continue to apply to your Account unless and until altered by us in accordance with Conditions 20.2 to 20.3.
- 20.2 We may change the terms of this Agreement from time to time. The changes will normally be caused by market conditions, changes in the cost of providing the service, changes in legal or other requirements affecting us, promotional reasons or any other good reason. We will notify you in writing at least two months' in advance of any alteration to these Conditions.
- 20.3 Notification of any such alteration (and notifications of alterations in the interest rate or the fees and charges) may be given by post, enclosed with the Statement or the Card, or by any other means required by law. On receiving such notification, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 15. If you use the Card(s) after the notification you will be deemed to have accepted the changes. Notwithstanding any such termination, the Cardholder shall remain liable for all Transactions.

21 Larger Version

- 21.1 Should you wish to have a copy of these Terms and Conditions of Use in a larger print, they will be made available on request.
- 21.2 Copies of these Conditions and all other documents that constitute the Agreement may be obtained by contacting us. Our contact details are set out in the 'Contacting Us' section of these Conditions. These Conditions and certain other documents that constitute the Agreement are also online at www.saga.co.uk.

22 What to do if you have a complaint

- 22.1 If at any time you are dissatisfied with our service please let us know by giving us the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so by telephone or in writing. Please be assured that all complaints received will be fully investigated.
- You can register a complaint through our contact centre, by phone, or by writing to us. 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, Card 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

Alternatively, if you disagree with the final response we have given you in relation to a complaint about an account opened with us online or a service taken from us online, you may use the online dispute resolution platform, which is available on www.ec.europa.eu/odr to refer the matter to the Financial Ombudsman Service. You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to cash machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator.

22.2 At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your Statements.

Contacting us

Saga Platinum Card Issuing PO Box 1096, Belfast BT1 9FA 0345 603 5468†

The Saga Platinum credit card and Saga Platinum online service are provided by Allied Irish Banks, p.l.c. Registered Office: Bankcentre, Ballsbridge, Dublin 4, Republic of Ireland. Registered in the Republic of Ireland: Registered No. 24173. Saga Personal Finance is a registered trading name of Saga Personal Finance Limited ('SPF'), which is authorised and regulated by the Financial Conduct Authority. SPF is registered in England and Wales (Company No. 3023493). Registered office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Saga Personal Finance is a credit broker, not a lender.

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

Freephone 0800 0391 143 or 0345 603 5473† or (from abroad) +44 28 9032 8641,

or alternatively, if you are abroad, you can contact Visa Global Assistance contacts free of charge.

Please check see www.visaeurope.com/lost-your-card for contact details.

For all other queries telephone us, 24 hours a day, at: 0345 603 5468†

If we contact you by text message in accordance with Condition 2.6 you may reply to the text message.

22.3 Access to your Account by telephone and online (for example, via any message facility available on the Saga Visa Platinum online service or similar systems) or other electronic means will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.

Contacting you

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

How we communicate with you securely:

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:

- NEVER ask you to make payments from your Account to any other account; and
- NEVER ask you to provide your Security Details.

If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.

We may on occasion send you product related information via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.

Always contact us on a trusted number found on our website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.

† Call charges may vary, please refer to your service provider.