



# Saga Platinum credit card

## Terms and Conditions

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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. This includes AIB Group (UK) p.l.c.;

**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;

**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 receiver of the payment;

**Payer** means the maker of the payment;

**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;

**Secure System** means a system approved by us to enable the secure use of your Card over the Internet;

**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 and assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dame Street, Dublin 2, 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 Secure System; and
  - authorisation by means of your Card and signature where the other authorisation options in this Condition are not available.

### 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 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.

## 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 **0345 603 5473** (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.

- 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 Your liability will be limited to £50 for any losses incurred in respect of unauthorised Transactions arising from use of a lost or stolen Card or from your failure to keep personalised security features safe, except:
- (a) you will be responsible for all losses incurred where:
- you acted fraudulently; or
  - you, with intent or with gross negligence, failed to comply with Conditions 1.4 to 2.2; and
- (b) you will not be responsible for any losses incurred:
- before you received the Card;
  - after notice under Conditions 2.1 to 2.2, unless you acted fraudulently; 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.
- 2.6 If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement we may, without the Bank having any liability to you for so doing, decline to authorise any further Transactions on the Account until we have contacted you and satisfied ourselves in that regard. We will endeavour to contact you in accordance with the 'Contacting you' section or by text message before we take a decision to decline authorisation of such Transactions, but you acknowledge and agree that 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 may exercise any of these rights by contacting us on 0345 603 5468 (+ 44 28 9032 8562 if you are abroad) or through our online facility.
- 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 Where you provide your Card number to a Merchant in relation to any Transaction, your Available Credit may be reduced by the amount, or an estimate of the amount, of the Transaction before the Transaction is completed.
- 3.4 In some cases a Merchant may obtain Authorisation in advance from us or our agents to honour a Card for a particular Transaction, for example when checking in to a hotel. This may affect your Available Credit.

### 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, giving you at least 2 months notice before the new charges take effect. 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 If we have good reason to believe that:
- (a) the security of your Card is compromised; or
  - (b) your Card could be used to commit fraud, or by someone who does not have authority to use it; or
  - (c) in the case of a payment service that offers you credit there is a significantly increased risk that you may not be able to pay back the money you have borrowed
- then we may prevent or stop any transaction on your account.
- 6.4 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.
- 6.5 When a Transaction is authorised by use of a Card and PIN, the use of the PIN will be regarded as evidence that the Transaction was authorised by the Cardholder or, as the case may be, the Authorised User. You should always check the amount of the Transaction before entering your PIN.
- 6.6 When a Transaction is authorised by the use of a Secure System the use of the Secure System will be regarded as evidence that the Transaction was authorised by the Cardholder or, as the case may be, the Authorised User. Use of any Secure System by you is subject to the terms and conditions of the Secure System.
- 6.7 You accept that electronic communications via the internet or SMS-based telecommunications media may not be secure and may be intercepted by unauthorised persons or delivered incorrectly. Any such communications not initiated by us shall be at your risk.
- 6.8 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.
- 6.9 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.
- 6.10 The amount of any non-sterling Transaction will be converted to sterling at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction

will actually be processed by Visa. For transactions 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.

- 6.11 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.
- 6.12 The use of your Card is subject to transaction and daily limits in any 24 hour period, details of which are available from us on request.

## 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 6.10 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 Where the Payer's bank and the Payee's bank are both located in the EEA and the payment in question was in euro or the currency of a member state of the EEA outside the euro area:

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

- (b) where an authorised payment was not paid correctly by us and you contact us within 8 weeks from the date on which the funds were debited to your Account, we will refund you within 10 Business Days of your request, where you can show us that:
- (i) your authorisation did not specify the exact amount of the payment when the authorisation was made; and
  - (ii) the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern.

If you make a claim for such a refund you must provide to us all reasonably necessary information requested by us and for the purpose of computing the 10 Business Day period referred to within this Condition your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund we will advise you of our reasons. If you are not satisfied with our reasons you may make a complaint in accordance with the complaint procedures outlined below.

- (c) Where a payment was not executed by us or was incorrectly executed by us we will refund you and where applicable restore your Account to the position it would have been in had the non-executed or incorrectly executed payment not taken place providing:
- (i) there is no undue delay on your part, on becoming aware, in notifying us of an incorrectly executed or non-executed payment.
  - (ii) none of the events detailed in Condition 17.1 prevented us from making the payment.

Regardless of the issue of liability, where you notify us of an incorrectly executed payment we will make immediate efforts to trace the defective payment. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit your Account with our reasonable charges.

10.3 Where the Payee's bank is located outside the EEA and you wish to dispute a transaction you must notify us promptly, as you may be entitled to a refund.

## 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 (as well after judgement or demand 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
  - it becomes unlawful for you to continue to have a Card,
- we can immediately suspend 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 If:
- 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 may suspend any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card whereupon you must cut all Card(s) in two (through the signature box, magnetic strip and chip) and return them to us.
- If we end this Agreement because you breach it, we will give any notice required by law. We may terminate the Agreement for any other reason by giving you at least two months notice.
- 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 (i.e., not later than two months from requested closure date or such longer period of time as may be agreed between both parties), 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 Use of Information

16.1 The information about you which we hold, now or in the future in relation to the Saga Platinum credit card, may be used by us and other members of the AIB Group to:

- prevent fraud and other crime;
- assess insurance and other financial risks;
- conduct market research to better understand our customers' requirements;
- service our relationship with you.

16.2 We may give details of the Account and how you conduct the Account to licensed credit reference agencies on a regular basis including, in certain circumstances, details of non-payment.

16.3 When considering your application we may use credit scoring and other automated decision-making systems. We may make searches of fraud prevention agencies and the voters roll (for the purpose of verifying your identity) and/or a credit search with a licensed credit reference agency. Licensed credit reference agencies will record details of each type of search we make whether or not an application proceeds.

16.4 We will treat all your personal information as private and confidential (even when you are no longer a customer). Other than as expressly stated in Condition 16, we will not disclose your information to anyone outside the AIB Group except:

- if we are required or permitted by law or by any regulatory, police or judicial authority in any applicable jurisdiction;
- if we transfer our rights or obligations to a third party under this agreement in accordance with Condition 19;
- if we have your permission.

16.5 We will also disclose your personal information to Saga. The information we disclose to Saga will include your personal data and in particular details of all Card Transactions (such as purchases you have made using the Card, the general nature of goods and services paid for, and the name of the supplier). Saga may share personal data about you with other Saga Group companies and their agents. You consent that, in the event of the termination of the arrangement between AIB and Saga, your personal data may be transferred by AIB and/or Saga to either Saga or to a new provider of the Saga Card. Saga will use your personal data in the administration of products that you hold with Saga. Saga will adopt high levels of security in processing your personal data in order to provide the highest standard of service. You agree that Saga may contact you about its offers and services that it considers might be of interest to you. Saga may also use your data for assessment of its business performance, statistical analysis and to carry out market research. By subscribing to this agreement you consent to Saga contacting you by post, telephone, fax, SMS or e-mail, about other products and services which may be of interest to you, unless you contact and inform them to the contrary. Upon payment of a fee and by written request to the Data Protection Officer of Saga at The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE, you are entitled to access personal data held about you by Saga, as provided for under the Data Protection Act 1998. You also have the right to require Saga to correct any inaccuracies in your information.

16.6 Where you have elected to take insurance relevant personal data may be passed to any broker, if appropriate, and to the insurer(s). This information may be used and disclosed for such purposes as underwriting, processing, administration, claims handling, fraud prevention and compliance and regulatory reporting purposes.

16.7 In addition:

- if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies;
- law enforcement agencies may access and use this information; and
- we and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - checking details on applications for credit and credit related or other facilities
  - managing credit and credit related accounts or facilities
  - recovering debt

- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

You have the right of access to your personal records held by licensed credit reference agencies and fraud prevention agencies. Please contact us at Saga Platinum, Card Issuing, P.O. Box 1096, Belfast BT1 9FA or telephone us on 0345 603 5468 if you want to receive details of the relevant credit reference and/or fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by credit reference and fraud prevention agencies.

- 16.8 To ensure we carry out your instructions accurately, to help improve our service and in the interests of security, we may monitor and/or record your telephone calls with us.
- 16.9 Upon payment of a fee and by written request to the Data Protection Officer, Card Issuing, P.O. Box 1096, Belfast BT1 9FA you are entitled to access personal data held about you by us, as provided for under the Irish Data Protection Act, 1988 – 2003 (as amended). You also have the right to require us to correct any inaccuracies in your information.

## 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 The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic recording or otherwise, will, in the absence of manifest error, constitute conclusive evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.
- 17.5 All correspondence entered into under this Agreement will be in the English language.
- 17.6 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.
- 17.7 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.

## 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 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, in a notice addressed to "All Card Holders", or by any other means required by law. Notification of alterations to the interest rate may also be given by advertisement published in three national daily newspapers. 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](http://www.saga.co.uk).

## 22 What to do if you have a complaint

- 22.1 In the event that you wish to make a complaint you may do so by writing to us, at the address below. If 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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

- 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 Acromas Financial Services Limited, which is registered in England and Wales (Company No. 3023493). Registered office: Enbrook Park, Sandgate, Kent CT20 3SE. Acromas Financial Services is a credit broker and not a lender.

For lost, stolen or misused cards telephone us, 24 hours a day, at:  
0345 603 5473 or (from abroad) +44 28 9032 8641.

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.