

Platinum

Benefit Terms

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Throughout these Terms 'Platinum Account' refers to Select Platinum Accounts and Reward Platinum accounts.

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Introduction

(i) What are these Terms?

- a. These Terms are the 'Platinum Benefit Terms' referred to in 'Your Current Account Terms' and are part of the agreement between you and us for your Platinum account.
- b. These Terms detail the benefits you can use (if you meet the additional eligibility requirements) while your Platinum account remains open.

To get the full picture of any benefit **please carefully read:**

- i. this Introduction;
- ii. the 'Meanings You Need To Know' section;
- iii. the General Terms which apply to all benefits (see page 6); and
- iv. the Terms for that particular benefit.

(ii) What Terms appear elsewhere?

Travel insurance Terms. For your convenience while travelling, those Terms have been set out in a separate booklet called 'Platinum Travel Insurance Terms'.

(iii) Do I need to register for any of the benefits?

No. You need to be aware that if you or any other *individual* who might be eligible for travel insurance cover under these Terms:

- a. is aged 70 or over; or
- b. has a pre-existing medical condition,

that *individual* will need to call **0345 609 0456** to check if they can get that travel insurance cover.

(iv) Can I get additional copies of these Terms?

Yes. Copies are available on request.

These Terms are also available:

- a. on our website, **rbs.co.uk**; and
- b. in our branches.

(v) Your information

We will only use and share your information with each *benefit provider* in accordance with General Term 14 of 'Your Current Account Terms', to the extent needed for them to provide the benefit to you. Please read the Terms of each benefit carefully for full details of how each *benefit provider* may use information that you provide to them directly.

Meanings You Need To Know

Words in *italics* in these Terms have special meanings. The special meanings can be found:

- a. in the table below; and
- b. in the Terms for each particular benefit.

Please read all of the special meanings and all defined terms to get the full picture of each benefit.

<i>benefit provider</i>	a company who provides a benefit under these Terms
<i>business day</i>	a day on which banks in the <i>UK</i> are generally open for business, other than weekends and local bank holidays
<i>individual</i>	a human being
<i>person</i>	includes an <i>individual</i> , firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership of any kind
<i>third party website</i>	websites and web pages accessed through or linked to a <i>benefit provider's</i> website and any applications or other means used to access information provided by a <i>benefit provider</i> (whether available through their website or otherwise)
<i>UK</i>	England, Scotland, Wales and Northern Ireland

General Terms

1. All benefits and insurance cover stop if your account is closed

If your Platinum account is closed **all of the benefits and insurance cover will end immediately**. If that happens you and all other *individuals* insured because of your account will not be entitled to use or claim or continue to benefit under any of the benefits or any insurance cover under the Terms.

2. Benefits can change or can be removed completely

We may alter or replace or remove any of the benefits by giving you at least **30 days' notice** before the changes come into effect.

3. No refunds of account fee if you cancel any benefits

3.1. If you choose to cancel any or all of your benefits **you will not be entitled to any refund, reduction or rebate of your account fee**.

3.2. There is no cash alternative to any benefit (or any part of it).

4. Information monitoring

Each *benefit provider* and any *person* to whom it delegates any of its obligations may monitor and record calls, emails, text messages and other communications in accordance with applicable laws. Such recording and monitoring may take place for business purposes such as quality control and training, prevention of unauthorised use of their telecommunications systems and website, ensuring effective systems operation, prevention/detection of crime and protection of personal data.

5. Rights of others to the benefits

5.1. Rights under these Terms (including rights of an insured *individual* under any insurance policy created by these Terms) cannot be transferred to any *person*. If an insured *individual* claims under insurance cover under these Terms, they do need to transfer certain rights they have to the *benefit provider* being claimed from and that transfer is permitted. Please see the insurance benefits for further details.

5.2. These Terms give rights to:

5.2.1. you;

5.2.2. us;

5.2.3. each *benefit provider*; and

5.2.4. each *individual* who gets the travel insurance cover under the 'Platinum Travel Insurance Terms' and agrees to these Terms.

6. Laws which apply to these Terms

6.1. If your address is in Scotland:

6.1.1. Scots law applies between you, us, any *individual* insured under these Terms and the *benefit provider*; and

6.1.2. the Scottish courts have non-exclusive jurisdiction over any disputes arising out of the benefits.

6.2. If your address is in England or elsewhere:

6.2.1. English law applies between you, us, any *individual* insured under these Terms and the *benefit provider*; and

6.2.2. the English courts have non-exclusive jurisdiction over any disputes arising out of the benefits.

Platinum Travel Insurance Terms

For your convenience while travelling, these Terms have been set out in a separate booklet called 'Platinum Travel Insurance Terms'.

A copy is also available through our website, [rbs.co.uk](https://www.rbs.co.uk)

Platinum Account Mobile Phone Insurance Terms

1. INTRODUCTION

This Mobile Phone Insurance policy is automatically provided as a benefit of you being a Platinum Account holder (“you, your”).

Please take a few moments to familiarise yourself with the content of this policy document and then keep it in a safe place for future reference. If you have existing policies that give the same cover elsewhere, you’ll need to consider whether you may be paying for duplicate cover. If you fail to comply with these terms and conditions, we may refuse cover in the event of a claim.

American International Group UK Limited (“AIG UK”) (“we/us/our”) are the insurer of this policy and are liable to you under the terms and conditions of this policy. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>). AIG UK is registered in England: company number 10737370. Our registered address is The AIG Building, 58 Fenchurch Street, London EC3M 4AB. We have appointed Brightstar Insurance Services, B.V. UK Branch (“Brightstar”) to act on our behalf as our agent to help us administer your policy and deal with claims. Brightstar is registered in the Netherlands: company number 8522597496 and authorised by the FCA (FRN 610709). Brightstar’s registered address in the UK is 11 Old Jewry, London EC2R 8DU.

2. REGISTERING YOUR PHONE

You’re automatically covered by this policy. However, it’ll be quicker and easier to make a claim if you register your phone and its IMEI number with us in advance. You can find your IMEI number on the box or receipt for your phone, or by dialing *#06# on your phone’s keypad. If you wish to register your phone, go online at www.rbs.co.uk/benefits.

3. PERIOD OF COVER

Your cover will begin as soon as your Platinum Account has been opened. Your cover will end if any of the following conditions are met:

- a. Your Platinum Account is closed;
- b. You are no longer a United Kingdom (UK) resident (meaning that your main home is no longer in England, Scotland, Wales or Northern Ireland);
- c. the Royal Bank of Scotland removes this cover as a benefit of the Platinum Account in accordance with your account terms.

4. WHAT IS COVERED?

- a. This cover is for the phone you use on a daily basis only. It does not apply to phones used on a daily basis by anyone else, including your partner or your children even if you pay the bill. If your account is in joint names, cover is also provided for the phone the other account holder uses on a daily basis. No other phones are covered.
There is no cover for phones that are owned by your employer.
- b. Cover applies worldwide, but we can only arrange a replacement phone or a repair when you are back in the UK.
- c. You will be able to make a **maximum of two approved claims** for incidents reported to Brightstar in any 12 month period, or if this is a joint account each account holder can make two approved claims in any 12 month period, subject to a total maximum of four per account.

- d. You will pay a contribution of **£100** for each approved replacement claim (the “Replacement Excess”) and **£50** for each approved repair claim you make (the “Repair Excess”). The applicable excess will be collected from you by Brightstar before we replace or repair your phone. If you paid the Repair Excess and your phone is not repairable, is ineligible for repair, or we determine that a replacement is necessary, we will inform you that a replacement phone will be provided to you upon payment of a £50 Claim Conversion Fee. If you do not pay the Claim Conversion Fee, the phone will not be replaced. It will be returned to you by mail (if you originally mailed in your phone), or will be made available to you for collection at the authorised repair agent and the Repair Excess will be refunded to you.
- e. Cover is limited to phones that:
 - i. have a screen size of less than 7 inches (measured diagonally);
 - ii. are the manufacturer’s standard design and specification;
 - iii. cannot be used as a satellite phone; and
 - iv. have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

5. WHAT WE WILL DO

- a. If, during the period of cover, your phone is lost or stolen, we will, through our agent Brightstar, provide you with a replacement phone.
- b. If, during the period of cover, your phone is damaged or suffers a breakdown due to an internal fault which occurs after the manufacturer’s warranty has expired, we will either provide you with a replacement phone or will arrange for your phone to be repaired, (if the repair option is available). This will be discussed with you when you make your claim.
- c. If we replace your phone, we will provide you with a refurbished model. Refurbished replacement phones will have genuine manufacturer parts and be in an ‘as new’ / ‘Grade A’ condition. The replacement phone comes with a 12-month warranty provided by Brightstar.
- d. If the standard accessories supplied with your phone and/or any case, charger, screen protector and/or memory card are lost, stolen or damaged at the same time as your phone, we’ll pay their replacement value up to a maximum of £250 per claim.

6. WHAT IS NOT COVERED?

- a. Theft or loss of your phone where the circumstances of the claim suggest you have deliberately put the phone at risk.
- b. Theft from an unattended vehicle unless the vehicle was locked with security systems activated and the phone concealed from view in an enclosed storage compartment, such as boot, luggage space or glove box.
- c. Any claim where you do not provide the IMEI number or the IMEI number you provide is currently recorded as lost or stolen.
- d. Any claim for a phone other than the one used by you on a daily basis.
- e. Any claim for a phone owned by your employer.
- f. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
- g. Any loss related to you being unable to use your phone.
- h. Cosmetic enhancements you have made to your phone, for example plating or embellishment with precious metals, stones or crystals.
- i. Any costs you have to pay due to unauthorised use of your phone.
- j. Financial loss you suffer because of your phone being used to access your bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to your phone.
- k. Cosmetic damage to the surface of the phone such as scratches and dents that don’t affect how the phone works.

- l. Any claim following damage or breakdown:
 - (a) you've caused deliberately;
 - (b) caused by having the phone repaired by someone other than the manufacturer or one of their authorised repair agents;
 - (c) caused by technical modifications made to the phone by someone other than the manufacturer;
 - (d) caused by misuse or failure to follow the manufacturer's instructions; or
 - (e) caused by a virus or the use of software or accessories not approved by the manufacturer.
- m. Any damage or breakdown that is covered by either the manufacturer's warranty or the replacement phone warranty provided by Brightstar as part of a previous claim. Or a claim that is the result of a manufacturer's defect or recall of your phone.
- n. Any claim caused because of your phone being confiscated by an authority such as the police or border control.
- o. Any claim where you have failed or refused to provide documents or other information necessary to support and/or verify your claim.
- p. Any losses caused directly or indirectly by circumstances beyond our control as the situation was abnormal or unforeseeable (for example, due to terrorist activity or industrial action).

7. MAKING A CLAIM

Please contact Brightstar as soon as reasonably practicable after you discover theft, loss, damage or breakdown of your phone.

Brightstar can be contacted as follows:

- **Online:** www.rbs.co.uk/benefits
- **Call: 0345 609 0456**
(Lines are open Monday to Friday 8am – 8pm, Saturday 9am – 6pm, and Sunday 10am – 5pm. Bank Holidays will be opened during the same hours noted, excluding Christmas Day and New Year's Day.)
- **Write to:**
Royal Bank of Scotland Insurance Services
Brightstar
Claims Department
Weston Road
Crewe
Cheshire
CW1 6BU
- a. You must pay the excess (as set out in section 4) before Brightstar will repair or replace your phone.
- b. If your phone is damaged or breaks down and you choose to replace it, it must be returned to Brightstar. You will need to hand it over when the replacement phone is delivered.
- c. Following loss or theft of your phone, you must notify your network provider as soon as reasonably practicable after the event so they can block your phone. Failure to notify your network provider of the loss or theft of your phone may affect your ability to make a claim under this policy.
- d. Your original phone will become Brightstar's property once a replacement phone has been issued. If a lost or stolen phone is then found, you must contact Brightstar immediately to arrange its return.
- e. You will need to confirm the IMEI number of your phone when making your claim. You can obtain this from your phone by dialing *#06# on the phone's keypad. Alternatively, you can find it on the box your phone came in or on the receipt.

- f. If your phone has been stolen, you must report it to the police, and request a crime reference number as this report may be requested by Brightstar to validate your claim.
- g. If your claim is for damage or breakdown, before Brightstar can arrange repair or replacement of your phone, you must ensure any information, data, photos or apps are updated before disconnecting it from any external systems, data storage or security systems that it's linked to, such as Apple Find My iPhone or iCloud. This process will be explained during the assessment of your claim and Brightstar will check that it has been disconnected before arranging your repair or replacement. No replacement phone will be issued if your phone is reconnected to any external systems.
- h. If your phone is being replaced, Brightstar will try to provide you with the same make and model of phone, although it may be a different colour. In the unlikely event that Brightstar's suppliers do not have your phone in stock, Brightstar will offer you an alternative phone. This will be at least the equivalent technical specification of your phone but may be a different make, model or operating system or have different features and functions.
- i. All replacement phones that are refurbished models will come with a 12-month warranty provided by Brightstar. In addition, there is a 24-month warranty on any repairs performed on your phone, provided by the repair agent. In the unlikely event that your replacement phone develops a fault, please contact Brightstar on **0345 609 0456**. The team will guide you through some checks and if the issue cannot be resolved over the phone, they will arrange for your phone to be returned for repair. Phone repairs under this warranty do not affect your insurance claims limit and there is no excess to pay. Cover for breakdown under your insurance policy will resume when Brightstar's warranty expires.
- j. All stock that is refurbished uses genuine parts. It will have been refurbished by the manufacturer or a manufacturer accredited repairer and will be in an 'as new' condition, meaning it will be fully working with brand new cosmetic parts. In the unlikely event that the replacement phone you receive has cosmetic damage when you receive it, you must notify Brightstar within 72 hours of accepting the delivery. If you notify Brightstar later than this, they may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone Brightstar have provided you with is not covered under the warranty.
- k. Brightstar may ask you to provide proof of your ownership of the phone and other information, documents or receipts reasonably necessary to verify your claim.
- l. We and Brightstar may share details of your claim with other insurance companies.
- m. You may be required to provide information in writing and/or through a telephone interview with a claims investigator. You should refer to section 15 for further details on how we and Brightstar will use personal information.
- n. You will not be able to make a claim if the Royal Bank of Scotland has suspended or restricted access to the benefits on your account, in accordance with your account terms.

8. TECHNICAL SUPPORT SET-UP SERVICE

Where the phone is replaced in accordance with these terms and conditions, you will be eligible for free technical support to help set up and get you started with the replacement phone. Brightstar can help you with the following:

- Initial set-up and walk-through of the replacement phone and its operating system;
- Set-up one web-based email account (excluding enterprise email) on the replacement phone; and
- Initial set-up of the app store relevant to the replacement phone and installation of one app that is free to use.

To take advantage of this service please call us on **0345 609 0456**.

Conditions for using the service

- a. The service will be limited solely to the repaired or replacement phone.
- b. Your full use of this service is dependent on your operating system and access to a mobile/WiFi internet connection. Where an operation cannot be completed on the replacement phone, no alternative will be offered.
- c. By taking advantage of this service you agree to follow Brightstar's reasonable instructions, including any security instructions.
- d. No cash alternative is available to the service.
- e. We and Brightstar will not be liable to you for any economic loss, including but not limited to; mobile data charges, and/or loss or corruption of data arising from your use of this service.

9. GENERAL CONDITIONS

- a. You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under the policy has no rights under this policy to enforce any of its terms whether under statute or otherwise.
- b. We will not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that providing cover, payment of the claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.
- c. We and Brightstar may take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this policy.
- d. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we and Brightstar are entitled to approach that insurer for a contribution towards the claim.
- e. Where you fail to co-operate or fail to provide Brightstar and us with information or documentation we and Brightstar reasonably require and this affects Brightstar's ability to process a claim or defend their interests, Brightstar will not pay the claim and will pass details to the Royal Bank of Scotland who may, at their discretion, close your Platinum Account.

10. CHANGES TO YOUR POLICY

We may, at any time and after taking a fair and reasonable view, make changes to your policy cover and/or terms and conditions of insurance to:

- a. reflect changes in our expectation of the future cost of providing cover and administering your policy;
- b. reflect changes (affecting us or your policy) in the law, regulation or the interpretation of law or regulation;
- c. reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply; and/or
- d. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Changes will be notified to you in writing at least 30 days before they become effective. Policy cover may be increased or decreased.

If the Royal Bank of Scotland decides to remove Mobile Phone Insurance as a benefit of the Platinum Account or change to another insurance provider, they will give you at least 30 days' notice in accordance with your account terms.

11. YOUR RIGHT TO CANCEL

This Mobile Phone Insurance forms a core part of your Platinum Account and it cannot be cancelled in isolation. If you wish to cancel this insurance, you will need to close or downgrade your account. If your account is not closed or downgraded, the Mobile Phone Insurance will remain active for the duration of the Period of Cover set out at section 3.

To close or downgrade your account, please call Membership Services on **0345 609 0456**.

12. OTHER IMPORTANT INFORMATION

A. Choice of Law

1. If you live in Scotland, Scots law applies between you and us and the Scottish Courts have non-exclusive jurisdiction over any disputes arising out of this policy.
2. If you live in England or elsewhere, English law applies between you and us and the English courts have non-exclusive jurisdiction over any disputes arising out of this policy.

B. Special Requirements

We are committed to meeting the needs of all our policyholders, including those with special requirements. Letters and other documents are all available on request in Braille or large text or audio format. Please call **0345 609 0456** for assistance.

C. Telephone Call Recording

For training and security purposes, telephone calls may be recorded and/or monitored.

D. Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

13. COMPLAINTS PROCEDURE

We and Brightstar believe you deserve a courteous, fair and prompt service. If there is any occasion when Brightstar or our service does not meet your expectations, please contact either Brightstar or us using the appropriate contact details below, providing your name and your mobile phone IMEI number to help us deal with your comments quickly.

Complaints relating to claims or services provided by Brightstar

Write to: Royal Bank of Scotland Insurance Services
Brightstar Customer Relations Department
Weston Road
Crewe
Cheshire
CW1 6BU

Email: Rbscustomerrelations.uk@brightstar.com

Call: **0345 609 0456**

(Lines are open Monday to Friday 8am – 8pm, Saturday 9am – 6pm, and Sunday 10am – 5pm. Bank Holidays are open during the hours noted, excluding Christmas Day and New Year's Day.)

Complaints relating to policy coverage, terms & conditions or the underwriting of your policy

Write to: The Customer Relations Team,
AIG UK
The AIG Building
2-8 Altyre Road, Croydon, CR9 2LG

Email: customer.relations@aig.com

Online: www.aig.co.uk/your-feedback

Call: **0800 012 1301**

(Lines are open Monday to Friday 9.15am to 5pm, excluding Bank Holidays.)

The Customer Relations Team free call number may not be available from outside the UK – so please call us from abroad on **+44 20 8649 6666**. Calls may be recorded for quality, training and monitoring purposes.

Our Complaints Process

We and Brightstar operate a comprehensive complaints process and will both do our best to resolve any issue you may have as quickly as possible. Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 5 working days of receipt.

If we or Brightstar are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We or Brightstar will provide full details of how to do this when your final response letter addressing the issues raised is provided.

Please note: The Financial Ombudsman Service will not consider a complaint if you have not provided us with the opportunity to resolve it previously. The Financial Ombudsman Service can be contacted at:

Write to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Call: **+44 (0) 800 234 567** or **+44 (0) 300 123 9 123**.

Email: **complaint.info@financial-ombudsman.org.uk**

Online: **www.financial-ombudsman.org.uk**

Following this complaint procedure does not affect your right to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr/>

14. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or call **0800 678 1100** (Freephone) or **020 7741 4100**.

15. PRIVACY NOTICE

Personal Information

The data controller responsible for your personal information is AIG UK as the insurer of the product. Additional data controllers include Brightstar who are responsible for claims handling and the Royal Bank of Scotland Group who are responsible for the sale and distribution of the product and any applicable reinsurers.

We are committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Management and audit of our business operations

- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside Your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes

Sharing of Personal Information – For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer – Due to the global nature of our business Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security and retention of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy – More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: www.aig.co.uk/privacy-policy or you may request a copy by writing to: Data Protection Officer, AIG UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. or by email at: dataprotectionofficer.uk@aig.com.

Details about the way Royal Bank of Scotland Group and Brightstar use your personal information can be found in their separate privacy notices available at rbs.co.uk/privacy and www.brightstar.com/eu-privacy-policy respectively.

16. FRAUD

If you make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support the claim, we will not pay the claim and we will pass details to the Royal Bank of Scotland who may, at their discretion, close your Platinum Account.

We reserve the right to tell the police about any dishonest claim. If we settle a claim that we subsequently discover to be fraudulent, we will take steps to recover our costs from you.

Fraud Prevention and Detection

In order to prevent and detect fraud, we may, at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We can supply on request further details of the databases we access or contribute to. If you require further details please contact us at:
Royal Bank of Scotland Specialised Services
Brightstar
Weston Road
Crewe
Cheshire
CW1 6BU

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

Platinum Account Breakdown Cover Terms

These Terms apply to the Platinum Breakdown Cover which is provided by Green Flag and underwritten by U K Insurance Limited (UKI). Registered Office, The Wharf, Neville Street, Leeds LS1 4AZ. Company No. 1179980. Registered in England and Wales, UKI is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

You are eligible to receive the Platinum Breakdown Cover because you are a Platinum account holder. If your Platinum account is closed, this benefit will end immediately and you will not be entitled to use this cover.

Significant features of the Platinum Breakdown Cover

- The Platinum Breakdown Cover is provided by Green Flag.
- **Your** policy covers any privately registered **vehicle you** travel in, anywhere in the **UK**.
- **You** can claim £10 if Green Flag have not attended within 60 minutes of contacting Green Flag.
- The Platinum Breakdown Cover is provided at the roadside or at **Home**.
- The Platinum Breakdown Cover provides long distance recovery to a single destination of **your** choice in the **UK**.
- Specialist equipment charges including lifting, ferry costs and toll fees are covered.

Significant exclusions or limitations

- Any repairer used in connection with an Incident is deemed to be **your** agent. **We** will not accept responsibility for any damage or loss resulting from the repairer's acts or omissions.
- **We** may choose to repair the **vehicle** (with the cost of any labour not carried out at the roadside being **at your expense**) following an Incident rather than arranging for it to be recovered.
- The recovery of any vehicle bearing trade plates or which has just been imported or purchased at auction or where the delivery is part of a commercial activity is not covered.

Please note: You do not have to register with Green Flag for cover to apply.

We're here for you any time you need us. Here's how it works...

SOME DEFINITIONS

Breakdown

When **you** can't use **your vehicle** because of:

- Mechanical or electrical failure.
- Fire.
- Theft or attempted theft.
- Flat tyres.
- Accidental damage.
- Malicious damage.
- Running out of fuel.
- A flat battery.
- Losing or breaking **your vehicle** keys.
- Road accident.

Home

The place **you** permanently live in the **UK**.

Period of cover

This cover will be in place whilst **you** are a Platinum account holder. It will end straight away if **your** account is closed.

UK

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands if **you** live on one of those islands.

Vehicle

Any **vehicle you** travel in, as long as it meets the requirements shown below.

- It's a car, light van or motorbike.
- It's privately registered in the **UK**.
- It must not contain more people than the manual recommends. And never more than nine including the driver.
- It can't weigh more than 3,500kg. This includes any load.
- It can't be more than 7 metres long (apart from a tow bar or coupling device), 3 metres tall or 2.55 metres wide.
- It's been serviced, looked after and used as recommended by the manufacturer.
- It meets all legal requirements and driving laws that apply. For example it may need to be taxed and have a valid MOT certificate. **We** can check these details when **you** ask **us** for help.

We'll also cover:

- Any **vehicle** being driven by someone with **your** permission that is owned by **you** or that is leased to **you** under a Personal Leasing or Personal Contract Hire agreement as long as it's kept and registered at **home**.
- Any standard make of caravan or trailer that **you** are towing when it breaks down. It must be connected using an ordinary 50mm tow-ball and it can't be bigger than the sizes above. When it's loaded it must not weigh more than the towing **vehicle** weighs when it is empty.

We or us or our

Green Flag, U K Insurance Limited, or anyone working on behalf of them.

You or your

The account holder or joint account holder, or anyone driving a **vehicle** owned by the account holder with their permission, when it breaks down.

You can call us any time of the day or night if you break down, on 0345 609 0456.

Our dedicated Emergency Centre is staffed by highly trained operators, 24/7, 365 days a year. Contact **us** as soon as **you** can if **you** break down. If you've got the Green Flag app on your smartphone, it'll help **you** tell **us** where **you** are.

As soon as **you** get in touch, **we'll** work out the best way to get **you** going again as quickly as possible.

We'll assess your situation...

If **you're** in a vulnerable situation **we'll** make **your** call our priority. For example if **you're** with children or on **your** own late at night.

Wait with **your vehicle** or somewhere safe nearby, unless **we** ask **you** to do something else.

We'll keep you updated.

We'll text **you** with details of the breakdown specialist coming to help.

We'll be with you as soon as we can...

Our national network of breakdown specialists is always here to help get **you** back on the road as quickly as possible.

We'll let your friends or family know you're delayed...

If **you've** broken down, **we'll** contact anyone **you** need **us** to, to let them know **you** are running late.

There'll be no hidden charges...

If **we** need to use specialist lifting equipment, like winches or skates, **we'll** provide them at no extra cost. **We'll** also cover tolls or ferry costs **you** have to pay because **you've** broken down.

We'll give you options if we can't get you going...

If **we** can't fix **your** car locally, **we'll** arrange either a local or long distance recovery.

About these Terms & Conditions.

These Terms & Conditions explain all **you** need to know about **our** services and what to do if **you** need our help.

Words in bold type.

Some of the words we use in this guide have a specific meaning. For example, **breakdown** or **vehicle**. We've highlighted these words with bold type.

Your right to cancel this policy.

You have the right to cancel this policy at any time, which will have immediate effect:

- by phone: by calling **0345 609 0456** 8am to 8pm Monday to Friday, 9am to 5pm Saturday and 10am to 5pm Sunday (other than bank holidays and public holidays) or
- by post: by writing to **Green Flag Motoring Assistance, Processing Centre, 42 The Headrow, Leeds LS1 8HZ**.

If **you** choose to cancel this policy **you** will not be entitled to any refund, reduction or rebate of **your** account fee.

Statement of demands and needs

We have not provided **you** with a personal recommendation as to whether this policy is suitable for **your** specific needs.

How to make a complaint

Should there ever be an occasion where **you** need to complain, please call **us** on **0345 609 0456**.

If **you** prefer to write, then please address any complaints to: **Customer Relations Department, Green Flag Motoring Assistance, Processing Centre, 42 The Headrow, Leeds LS1 8HZ**.

If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their address is: **Exchange Tower, London E14 9SR**, telephone:

- by landline: **0800 023 4567**
- by mobile: **0300 123 9 123**
- from outside the United Kingdom: **+44 20 7964 0500**

Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at **www.fscs.org.uk**. U K Insurance Limited is a member of this scheme.

Breakdown cover in the UK

What is covered

If **you** break down **we** will:

1. Do **our** best to fix the problem at the roadside or at **home**.
2. Take **you, your vehicle** and **your** passengers to **our** choice of local Green Flag repairer if **we** can't get it going (if **you** prefer **we** can take **you** somewhere else as long as it's 10 miles or less from where **you** broke down or it's closer or the same distance as **our** chosen repairer).
3. Recover **your vehicle** to a place of **your** choice in the UK, or give **you** one of the other options below, if **your vehicle** can't be fixed locally the same day (see the Terms & Conditions explained below).

If the repairer is closed and **you** ask **us** to take **your vehicle home** **we** can pick it up the next day (or another time **we** both agree on if the next day is not possible) and take it to the repairer for **you**. **We** will only do this if there was nowhere **we** thought was safe and suitable to leave the **vehicle** close to the repairer.

If **your vehicle** can't be fixed locally the same day **we**'ll arrange and pay for one of the following, provided the **breakdown** occurred more than 24 hours after **your** account was opened:

a) Recovery

We'll take **you, your** passengers and **your vehicle** to a place of **your** choice in the **UK**. **We** may choose to recover the **vehicle** separately to **you** and **your** passengers. **We** will tell **you** if **we** are going to do this and let **you** know when it can be delivered.

- If **you** broke down at **home** **we**'ll take **you** to a place of **your** choice within 20 miles.
- If **your** breakdown was caused by a flat or damaged tyre, **we**'ll take **you** to a place of **your** choice within 10 miles so that the tyre can be repaired or replaced. If there's nowhere open (for example because **you** broke down late at night or somewhere remote), this limit won't apply.

b) Hire car

We'll arrange and cover the cost of a hire car whilst **your vehicle** is being repaired, for up to 48 hours if **we** can find one. **We**'ll make it as similar to **your** own **vehicle** as possible with a maximum engine size of 1.6l. The most **we** will pay is £100.

c) Another way there

We'll cover the cost of getting **you** and **your** passengers where **you** need to be using **our** choice of transport. The most **we** will pay is £100 in total.

d) Overnight accommodation

We'll cover the cost of bed and breakfast (but not alcoholic drinks) for **you** and **your** passengers. **We**'ll do this as long as **you** broke down more than 25 miles from home and **your** destination. The most **we** will pay is £150 per person, £500 in total.

We'll also cover the cost of a standard class rail ticket for **you** to collect the **vehicle** once it's repaired if **you** need **us** to.

Option a) can be used if the driver of the **vehicle** becomes medically unfit to drive provided there are no passengers who can drive. **We** may choose to recover the **vehicle** by providing a qualified driver. This option is not available where **you** are unable to drive following a period of hospitalisation or where assistance is requested at **home**.

You may need to pay the costs of any onward travel options **you** use and then reclaim them from **us**. **We**'ll only cover things that **we**'ve agreed up front, so don't pay for anything till **you**'ve spoken to **us**.

Misfuelling

If **you** put the wrong fuel in the **vehicle** **we** will arrange and pay to have the tank drained.

We will do that at the place where it happened, or if that is not possible, at a garage **we** have chosen. **We** will try to get **you** going again and **we** will make sure **you** have got enough of the right kind of fuel to get **you** to the nearest filling station if necessary. **We** will also safely dispose of the contaminated fuel. This benefit does not provide cover for damage to the **vehicle** caused by misfuelling.

If the **vehicle** is electric and has just run out of charge **we** will take **you**, **your** passengers and **your vehicle** to the nearest charge point.

Fair use policy

We will provide Platinum Breakdown Cover up to five times in any 12 month period of cover.

We may write and tell **you** when **you** have reached that limit.

If **you** need Platinum Breakdown Cover more than five times within the 12 month period of cover, **you** may have to pay for the services **we** provide. **You** will have to pay for these services by credit or debit card. **We** will ask **you** for **your** payment card details before **we** provide assistance.

Law applicable to the contract

If **your** address is in Scotland, Scots law applies to the contract between **you** and **us**. If **your** address is elsewhere, English law applies to the contract between **you** and **us**. The law which **we** take as the basis for establishing relations with **you** prior to the conclusion of the contract is the law of England (unless **your** address is in Scotland, in which case it will be the law of Scotland). The Courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising between **you** and **us** that are not resolved by other means (unless **your** address is in Scotland, in which case the Courts of Scotland shall have non-exclusive jurisdiction).

Things we don't cover

- Any costs that **we** haven't agreed to pay in advance. If **we** do agree to pay costs **you** must keep all receipts and invoices as **we** may ask for these before **we** settle a claim.
- Any costs if **you** didn't contact **us** as soon as possible after **you** broke down.
- Repair costs if **you** decide to have **your vehicle** taken to a repairer after a **breakdown**.
- The cost of a spare wheel and tyre if **we** can't use **yours**.
- The cost of locksmiths, glass or tyre specialists if they're needed.
- Storage costs unless **we**'ve agreed otherwise.
- The cost of transporting more than eight people if **your vehicle** can't be fixed. If there are more than eight in the **vehicle** when it breaks down **we** may be able to help arrange assistance if **you** agree to pay extra for this.
- Costs or losses that are not to do with getting **your vehicle** back on the road. For example, **you** can't claim for lost earnings if **your breakdown** means **you** are late for work.
- Costs to do with an incident normally covered by motor insurance.
- Charges where the emergency services need **your vehicle** to be moved straight away.
- Anything **we** do for **you** that isn't included in **your** cover. If **we** charge **you** for anything **our** invoice will need to be paid within 30 days.
- Oil and materials.
- Repairing, replacing or re-programming of keys.
- Damage caused if **we** try to open **your vehicle** for **you**.
- Loss or damage to contents of **your vehicle** that **you** haven't taken with **you** unless **we**'ve agreed to look after them.

Times we can't help or may need to charge extra

- If **you** haven't fixed a fault that's led to **you** calling **us** out already in the last 28 days, **we**'ll only be able to help **you** if **you** pay extra for the cost of the service.
- If **you** have already reached the maximum number of call outs allowed. **We** can help but **you** will need to pay extra if **we** do provide assistance.
- If the **breakdown** occurred outside of the **period of cover**.
- Recovery of **vehicles** that have trade plates on them or have just been imported or bought at auction.
- If the **vehicle** is being moved for commercial reasons.

Times when we can't help at all

- If **your vehicle** breaks down in a place **we** can't get to.
- If **your vehicle** doesn't meet all legal requirements and driving laws that apply. For example, it may need to be taxed and have a valid MOT certificate. **We** can check these details when **you** ask **us** for help.
- If **your vehicle** will be dangerous or illegal to load or transport.
- If **your vehicle** is ever used to carry people or things for money, such as a courier service or taxi.
- If **your vehicle** is used for motor racing, off-road driving, rallies, track days, duration or speed tests.
- If **you** or anyone in **your** group is threatening or abusive.
- If **you** tell **us** **your vehicle** has broken down and it hasn't.
- If **you** do anything to **your vehicle** to make **us** think it has broken down when it hasn't.

Things you need to know and do

- **You** must make sure **your vehicle** was fit to drive when the cover started and at the start of each journey.
- **Your breakdown** cover can't be used as an alternative to routine servicing or as a way to avoid paying for repair costs.
- **You've** got to take all reasonable steps to prevent **your vehicle** breaking down or being damaged or stolen.
- **You** must make sure that all information given to **us** is correct to the best of **your** knowledge. **We** may not be able to provide service if **you** don't do this.
- It's up to **you** to collect **your vehicle** once it's fixed. **You**'ll be responsible for all storage charges unless **we've** agreed to cover these in advance.
- **We** can't give any kind of warranty for the work done by a repairer or any kind or promise that they'll fix the **vehicle** quickly. **You**'ll have to tell them what **you'd** like them to do, and pay for any repairs. They will be **your** agent acting on **your** behalf and **we** are not responsible for anything they do or any problems they cause.
- If the emergency services come out to **your breakdown** **we** won't fix or move **your vehicle** until they say **we** can.
- Driving laws mean that if **we** recover **your vehicle** **we** may have to take **you** on **your** journey in stages.

If you use a hire car

- **You**'ll have to meet the terms and conditions of the hire car company. This may mean:
 - **You** need to show them a full and valid driving licence.
 - They do not provide hire cars for drivers with specific licence endorsements.
 - There are limitations on the availability and specification of hire cars.
 - They ask **you** to pay a deposit before they issue a hire car.
 - There are restrictions on the minimum age and driving experience of the person they issue hire vehicles to.
- If **you** have to pay for a hire car locally, **we**'ll only refund charges **we**'ve agreed to before **you** make the booking.
- It's up to **you** to collect the hire car. **We** can't guarantee it'll have a roof rack or tow bar.
- **We** won't cover the cost of fuel, oil, or insurance for the hire car.
- **We** won't provide cover for a hire car if **your vehicle** is just in for a routine service, or for repair work.

Driving with animals

- If **you** break down and there are animals with **you** **we**'ll decide if **we** can arrange to transport them based on the circumstances at the time. If **we** decide that **we** can, it will be at **your** risk and **we** won't be legally responsible if anything happens to them.
- **We** won't transport horses or livestock.

Stopping fraud

We are out to stop fraud. If **you** or anyone **you** know tries to make a false or exaggerated claim **we** may:

- Cancel **your** cover.
- Reject **your** claim and subsequent claims.
- Stop **your** service.
- Cancel other Green Flag or U K Insurance Limited products that **you** have.

You might also have to pay **us** back any costs **we**'ve incurred including ones to do with investigating false claims.

And **we** could share details with other organisations or authorities to stop fraud in the future or to start criminal proceedings.

Privacy Notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as “customers” or “you” in this notice.

1. WHO “WE” ARE

We are U K Insurance Limited (“we”, “us” or “our”). We underwrite this RBS insurance policy.

2. WHAT INFORMATION DO WE COLLECT ABOUT YOU?

Information collected from you & cookies policy

Where we have collected information directly from you it will usually be obvious what this is, as you will have given it to us. This might not be the case where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

Information collected from others

We can collect information about you from others. This includes information from:

- **Royal Bank of Scotland group of companies**, who we partner with to provide your insurance policy.
- **Joint policyholders or policy beneficiaries**. Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury’s asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- the main policyholder will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;

- fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- we may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

3. WHAT DO WE DO WITH INFORMATION WE COLLECT ABOUT YOU AND WHY MAY WE DO THIS?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

A. Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- to decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 below);
- to administer your policy and monitor the payment of instalments if you pay your premium in this way;
- to contact you about the policy (e.g. for billing or renewal purposes); and
- to provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

B. Do what we are required to do by law

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- to help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- to deal with complaints;
- to help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- to comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

C. Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

D. Recover debt

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

E. Where you or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

F. To administer and improve our services

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- in order to enable us to process your claim or administer your insurance policy more cost effectively;
- to help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- to understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

4. WHO DO WE SHARE YOUR PERSONAL INFORMATION WITH AND WHY DO WE DO IT?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at www.u-k-insurance.co.uk/group-companies.html. Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- when you apply for insurance, financial services, or work;
- by police and other law enforcement agencies.

In particular we share information with:

- **Royal Bank of Scotland group of companies**, we will provide them with information about your insurance policy, premium and claims history.
- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
 - Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
 - Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.

- If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and / or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at www.experian.co.uk/CRAIN. Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases, we may also deal with other people who call on your behalf, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.
- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

5. WILL WE SEND YOUR PERSONAL INFORMATION OVERSEAS?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

6. HOW LONG MAY WE KEEP YOUR PERSONAL INFORMATION FOR?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.

7. WHEN CAN YOU ASK US TO STOP USING YOUR INFORMATION?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to tell you about products or services which may be of interest to you or to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to tell you about products or services that may be of interest to you or allowing computers to make decisions about you in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

8. WHAT HAPPENS IF YOU DON'T GIVE US SOME OF YOUR PERSONAL INFORMATION?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

9. WHEN DO WE USE COMPUTERS TO MAKE DECISIONS ABOUT YOU?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you or the products or services that we decide to tell you about. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if you are under 25, the computer system may determine that you are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, we would proactively seek to tell you about such policies as we would consider them to be of interest to you.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;
- **In selling you other products** it helps us decide which other products might be useful to you.

We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

10. HOW TO CONTACT US ABOUT THIS PRIVACY NOTICE

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

You may contact us at the address above for one or more of the following reasons:

To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called “Right to be Forgotten”).

To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.

A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

A “data portability” right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation’s software can understand that information.

To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner’s Office (“ICO”). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: **0303 123 1113**

ICO textphone: **01625 545860**

Platinum Cinema Discount Terms

These Terms govern the Royal Bank of Scotland Platinum Cinema Discount which is available to you as a Royal Bank of Scotland Platinum account holder.

GENERAL

1. The Cinema Discount is provided on behalf of Royal Bank of Scotland by Affinion International Limited, registered in England and Wales (Company Number 01008797) office at Charter Court, 50 Windsor Road, Slough SL1 2EJ.
2. Cinema eCodes must not be re-sold.
3. You may purchase eCodes using the Royal Bank of Scotland Platinum cinema discount either online or by telephone as detailed below.
4. Your personal data will only be used as set out in the privacy and cookies notice.

CINEMA TICKET BOOKING PROCESS

1. Purchases may be made online via the dedicated Royal Bank of Scotland Platinum cinema discount eCode Service pages of the website membershipsbenefits.rbs.co.uk. If you are not able to access the website, you should call Membership Services on 0345 609 0456. All eCodes are subject to availability.
2. You must provide credit or debit card details to secure your eCodes and payment is required in full at the time of booking.
3. Once successful payment has been taken, you will instantly be provided with the requested number of eCodes which will be displayed on the membership services website if booked online. For bookings made online and via the telephone booking service you will be sent a purchase confirmation email which will include your eCodes.
4. Once eCodes have been purchased, you can use your eCode to redeem an admission ticket to the cinema provider you selected at the point of purchase by either going to the chosen cinema's website in advance or taking your eCode reference to the cinema's box office.
5. eCodes can only be used for the cinema provider selected at the time of purchase, and can only be exchanged for the ticket type described on the eCode.

All eCodes are subject to the terms and conditions of the individual cinema provider you purchase the eCodes for and you will be asked to accept these terms at the time of purchase.

CINEMA DISCOUNT TICKETS

1. All eCodes are supplied by the cinema providers listed on the Membership Services website. Where the different eCode types are listed, you will see the specific terms and conditions of the cinema provider relating to the terms of use for the eCodes. It is your responsibility to read those terms and conditions before placing an order as the cinema provider will govern how you will be able to use the eCodes.
2. For certain eCodes some cinema locations are excluded from the offer. These exclusions will be listed against the eCode type on the order page. Please ensure you check these before confirming your order.
3. eCodes cannot be refunded or exchanged, unless where the eCode is proven to be faulty. For this reason please take great care in choosing the correct eCode type.
4. Please ensure you note the expiry date of the eCodes. This will be supplied to you at the time of purchase and will be available in the cinema discount tickets benefit area on the Membership Services website.
5. Once eCodes have been purchased, you can use your eCode to redeem an admission ticket to the cinema you selected at the point of purchase either by going to the cinema's website and booking in advance, or taking your eCode to the cinema's box office.

6. eCodes can only be used for the cinema selected at the time of purchase, and can only be exchanged for the tickets type described on the eCode.
7. There is no limit to the number of bookings you can make; however you are limited to a maximum of 6 eCodes per booking.
8. Cinema eCodes are for personal and family use only.
9. If we have reason to believe that eCodes are being purchased for any other reason other than for personal or family use, we reserve the right to suspend the service while the matter is investigated.
10. Upon investigation, if you have been purchasing eCodes for any reason other than personal or family use, we reserve the right to remove the cinema discount ticket service from your Royal Bank of Scotland Platinum account benefits.

PAYMENT

1. You must provide credit or debit card details to secure your eCodes and payment is required in full at the time of booking.
2. Some cinema providers may charge additional booking fees if booking tickets online. These fees are paid directly to the cinema provider and are not included as part of your eCode purchase made through the Royal Bank of Scotland Platinum cinema discount. Please refer to the cinema providers Terms and Conditions for full details.
3. All eCodes remain in our ownership until full payment has been received.
4. All purchases will be charged to your credit and debit cards in pounds sterling.
5. All purchases include Value Added Tax (VAT).

Nothing in these Terms and conditions affects your statutory rights, in particular your right to receive goods which are of satisfactory quality, fit for purpose and which conform to the description given of them on our website.

CUSTOMER SERVICE

Membership Services must be contacted for all booking related queries and complaints. Please write to Customer Services Manager, Membership Services, Sentinel House, Airspeed Road, Portsmouth PO3 5RF or call Membership Services on 0345 609 0456. If telephoning, your call will be recorded for quality and training purposes.

Membership Services cannot assist in any queries specifically related to the cinema provider or your viewing experience. For any cinema related queries please contact the cinema provider directly.

The EC Online Dispute Resolution Platform

If you have a complaint, you have the option to register your complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. You can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

Platinum Tastecard Terms

1. tastecard is owned and operated by Taste Marketing Ltd (registered in England and Wales under number 05545626) (**tastecard**)
2. Words in *italics* used in these Terms have special meanings. Please read page 5 of this booklet for those special meanings to get the full picture of this benefit.
3. By opening an account you enter into a contract with us and *taste* and become subject to these Terms as well as any terms and conditions provided to you by *taste*. Where there are any differences between these Terms and any terms provided by *taste*, these Terms will apply.
4. You are automatically registered for this benefit when your account is opened.
5. tastecard is a benefit that allows you discounts and offers in participating restaurants. After your account is open, you'll receive information from *taste* on how to sign up to and make use of this benefit.
6. This benefit is included with your account and you don't need to pay any additional cost on top of your monthly account fee to receive this benefit.
7. You are entitled to tastecard membership each year provided your account remains open.
8. Your account entitles you to tastecard membership and you are not entitled to gourmet society, hi-life Diners Club or tastecard '+ membership' under this account.
9. If you close your account with us, this benefit will be cancelled immediately and you won't be entitled to any repayment, compensation or refund for your tastecard membership.
10. If you need to contact *taste* or make a complaint about this benefit, you can do so by:
 - a. **Email:** rbs@tastecard.co.uk
 - b. **Phone:** **0345 609 0456** (Relay UK **18001 0345 609 0456**) with lines open 9am to 5pm Monday to Friday (except bank holidays and public holidays)
 - c. **Post:** Birkby Grange, 85 Birkby Hall Road, Birkby, Huddersfield, HD2 2XBWe aim to resolve any complaints within 7 working days. We'll acknowledge receipt of the complaint within 24 hours of it being received and update you on:
 - Who is dealing with your complaint;
 - Why it is still unresolved;
 - What the next steps are.If after 7 days the complaint remains unresolved, *taste* will issue a second letter explaining why the matter is still unresolved. They'll work to resolve it within the next 7 days. After 14 days *taste* will issue you with a letter resolving your complaint or explaining their final position.
11. We share your information with *taste* in accordance with our Privacy Policy, available at [rbs.co.uk/privacy](https://www.rbs.co.uk/privacy). If you choose to sign up to receive offers, services and/or marketing directly from *taste* or any other *person* in connection with this benefit, you'll be bound by their own privacy policy and other contractual terms, which they'd make available to you.

12. We have no control over, and therefore we are not liable for, the tastecard service, the tastecard website or the tastecard app and your experience of these. Any dispute regarding these is between you (or the *individual* affected) and *taste* or the restaurant involved.

Platinum Travel Service Terms

Introduction

These are the Terms that apply to the Platinum Travel Service benefit which is a travel booking service that gives you:

- access to discounts on certain travel bookings, such as package holidays, cruise bookings, scheduled flights and charter flights;
- no credit card or booking fees when making a purchase.

(as further described below and on the website at membershipbenefits.rbs.co.uk).

This service is provided by Affinion International Travel Limited, a company registered in England and Wales with Company Number 06635325, and having its registered office at Charter Court, 50 Windsor Road, Slough, Berkshire SL1 2EJ (from this point on referred to as “**we/us/our**”).

We are a wholly owned subsidiary of Affinion International Limited, a company registered in England and Wales with Company Number 01008797, and having its registered office at Charter Court, 50 Windsor Road, Slough, Berkshire SL1 2EJ.

We are a fully licensed and bonded travel agency. We are a retail member of ABTA (L4356), hold an ATOL 9935 and are accredited by IATA. Depending on the travel product(s) you book, your contract will either be with us, or with the tour operator, airline or travel company which supplies the service (“**the supplier**”). When you book a package holiday (as defined in the Package Travel and Linked Travel arrangements Regulations 2018 (“the Regulations”)) or other service(s) which we provide as organiser, your contract will be with us and the section of these Terms headed ‘WHERE WE ACT AS ORGANISER’ will apply. When you make a booking with a supplier, we act only as retailer and your contract will be with the supplier. The section of these Terms headed ‘WHERE WE ACT AS RETAILER’ will apply. We will tell you at the time of booking whether we act as retailer or organiser.

These Terms apply to all bookings made via the Platinum Travel Service (including those where we act as agent) unless otherwise indicated. **Where your contract is with a supplier, your booking will also be subject to the supplier’s terms and conditions and/or conditions of carriage which can be obtained from us and will be provided to you with your booking confirmation.** You should make sure you read these Terms and keep a copy for future reference.

1. ELIGIBILITY

- 1.1. You are eligible to receive the Platinum Travel Service benefit because you are a Platinum account holder. If your Platinum account is closed this benefit will be cancelled immediately and you will not be entitled to use the Platinum Travel Service benefit to make any new travel bookings.
- 1.2. Subject to the exclusions in clauses 4 and 5 overleaf, you may book package holidays, cruises, tickets for scheduled, charter and low cost airline flights, city breaks, ferry tickets, hotel accommodation, holiday cottages and villas, holiday apartments, car hire, airport lounges, airport parking, attraction tickets, camping holidays, coach tours, holiday parks, resort transfers, boat and motor homes through the Platinum Travel Service.
- 1.3. There is no limit to the number of times you may use the service, provided your Platinum account remains open.

2. PLATINUM TRAVEL SERVICE BENEFITS

As a Platinum account holder, you are entitled to the following benefits, subject to the exclusions listed in clauses 4 and 5:

- 10% discount off the base price available via the Platinum Travel Service for available package holidays (including transfers if included as part of the package);
- 5% discount off the base price available via the Platinum Travel Service for available cruise holidays.

Other Discounts:

- 10% discount on airport hotels, airport parking, airport lounge passes, attraction tickets and car hire when a booking is made through the Platinum Travel Service;
- complimentary UK airport lounge access. Limited to 2 passes per booking.

3. TRAVEL BOOKINGS

3.1. Bookings can only be made:

- by telephone through Membership Services on 0345 609 0456 between the hours of
- 08:00 – 20:30 Monday – Friday
- 08:00 – 18:00 Saturday, Sunday and Public Holidays
- Closed on 25 December

The maximum call charge from a BT landline is 3 pence per minute. Call charges may vary from other networks, or

- **online via membershipbenefits.rbs.co.uk** Please note that some travel bookings cannot be made on the Platinum Travel Service website and must be made by telephone. Full details of these exclusions are on the website.

3.2. For the majority of bookings, availability will be confirmed immediately. For any unusual or special requests, we may need to check availability and will call you back as soon as possible but always within 1 working day.

3.3. If you do make a booking through the Platinum Travel Service, it will be subject to further terms and conditions (some of which may limit or exclude liability), including the cancellation charges of the individual tour/airline operator with whom your booking is made. These terms and conditions can normally be accessed online by visiting the website of the relevant supplier and they will be forwarded to you with your booking confirmation and invoice. Alternatively, you may call us to request a copy at any time by telephoning Membership Services on **0345 609 0456** during our opening hours. Calls will be recorded for staff training and quality control purposes.

3.4. When you make a booking with us you must be at least 18 years of age at the time of booking, and have the authority and permission to book on behalf of all others in your party where you are booking on behalf of a group. You confirm that you have the authority to accept, and do accept, on behalf of your party these Terms, together with any terms and conditions of other suppliers or conditions of carriage that may apply, which constitute the entire agreement between us.

3.5. We will only deal with the lead booking name in all subsequent correspondence and dealings, and this means that you are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes, amendments or cancellations and for receiving correspondence and keeping your party informed about the booking and any changes to it.

4. TRAVEL BOOKING EXCLUSIONS

- 4.1. Certain bookings cannot be made through the Platinum Travel Service as they cannot be made through a travel agency. This includes, but is not limited to:
- 'Direct sell' tour operators (e.g. Trailfinders, E-Bookers, Center Parcs).
 - Non-UK based low cost airlines and Ryanair.
 - Car hire bookings of longer than 28 days.
 - Tickets for certain ferry journeys.
 - Accommodation such as:
 - Caravans and selected camp-sites.
 - Rental properties (such as privately owned apartments, flats, etc.), unless able to be booked – with a tour operator.
 - Non-sleeping rooms (such as conference or meeting rooms).
 - Health spas and health farms which do not accept bookings through travel agencies.
 - Hotels which do not accept bookings through travel agencies.
 - Rooms which are part of a block held by another company for conventions, special groups and/or incentive programmes.
 - Rooms held by companies on a semi-permanent basis for use by their employees.
- 4.2. We are currently unable to arrange travel into Cuba, North Korea, Sudan, Syria and Iran. This list may change and we will let you know if that is the case before making a booking.
- 4.3. Complimentary airport lounge access:
- is only available on outbound international flights departing from the UK booked via the Platinum Travel Service. UK airport lounge passes are not available for UK domestic flights without an international flight connection,
 - is subject to availability; such availability is determined by the airport lounge allocation assigned to this offer,
 - is only available at selected UK airports, and is subject to change without notice. We will confirm whether a lounge is available at the airport from which you are travelling at the time of booking;
 - will be limited to 2 vouchers per booking. Additional vouchers must be paid for.
- This voucher must be presented on arrival at the lounge no earlier than 3 hours before the outbound flight. Vouchers are non-transferable.

5. TRAVEL DISCOUNT EXCLUSIONS

The following bookings may be made via the Platinum Travel Service however, the Platinum Travel Service discount will not apply to:

- 5.1. Bookings for Platinum account holders' relatives, friends, associates or others, unless the Platinum account Account holder is a member of the travelling party.
- 5.2. Ski packs, fuel supplements, airport passenger duty, low cost flights, and any services booked or purchased whilst at the holiday resort.
- 5.3. Tour operator funded loyalty discounts (e.g. P&O's Peninsular Club).
- 5.4. Tour operator direct promotions (e.g. Sandals2for1), which cannot be booked through a travel agency.
- 5.5. Any price that you may be able to obtain directly from a tour operator or other supplier (e.g. an airline, hotel, car hire company, airport parking company or other travel company).

- 5.6. Any amount in excess of the published base price of the eligible travel, including:
- Surcharges, taxes, supplements, excess baggage charges, pre-paid ticket charges, insurance, flight/room/board upgrades, in-flight meals, transfers, excursions, extra leg room, children's club.
 - Optional products or services not booked through the Platinum Travel Service, for example upgrades.

6. **INSURANCE**

Adequate travel insurance is recommended, and you are responsible for ensuring this. You must ensure that the insurance cover you purchase is adequate for your needs and will cover you for any potential risks that you might encounter while you are travelling. Please read your policy details carefully and take them with you on your holiday.

Your insurance should cover the cost of cancellation of your travel arrangements by you, and assistance (including medical costs and repatriation) in the event of accident or illness overseas, as well as compensating you for permanent injury, death, delays or loss of baggage and personal possessions. It is your responsibility to comply with the insurance company's requirements and you must disclose to the insurance company any relevant information such as pre-existing illnesses.

7. **SPECIAL REQUESTS AND MEDICAL PROBLEMS**

If you have any special requests, you must advise us at the time of booking. If you are booking online, you will need to call Membership Services to discuss your requirements prior to booking. Although we will pass any reasonable requests on to the relevant supplier, we cannot guarantee any request will be met. We cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

If you or any member of your party has any medical problem or disability which may affect your arrangements, please tell us before you confirm your booking. If a supplier reasonably feels unable to properly accommodate the particular needs of the person concerned, it may reserve the right to decline their booking. We will not be liable to you in the event that you fail to disclose any relevant medical problem or disability and you subsequently suffer loss as a result where we or our suppliers are unable to accommodate your particular needs or requirements.

8. **PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

You are responsible for ensuring that you hold a valid passport, visa and any other requirements for your proposed destination, and you should confirm these with the relevant embassy and/or consulate of the country/countries you are visiting. You are also responsible for ensuring that you are fit to travel and have taken the appropriate steps to ensure you have had all the necessary vaccinations and inoculations prior to departure. Requirements may change and you must check the up to date position in good time before departure. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country/countries to, or through, which you are intending to travel.

9. **DATA PROTECTION**

We are the data controller for the personal data we collect directly from you. We will only use your personal data as set out in our Privacy and Cookies Policy on membershipebenefits.rbs.co.uk

Please refer to our Privacy & Cookies Policy on the website (membershipebenefits.rbs.co.uk) for more information on how we handle your data. You are entitled to receive a copy of any personal data held by us relating to you, subject to payment of an administration fee of no more than £10 as stipulated in the Data Protection Act 1998.

Contact us at: Platinum Travel Service, Affinion International Travel Limited, Kettering Parkway, Kettering, Northants NN15 6EY.

10. COMPLAINTS

- 10.1. If you have a problem during your holiday, please inform the holiday provider immediately. They will endeavour to rectify the situation and put things right. If the holiday provider cannot resolve the problem to your satisfaction, you should contact us by telephoning the Platinum Travel Service on + 44 (0)1536 608508 so that we can liaise with the holiday provider on your behalf to resolve the situation. It is important that you make the complaint at the earliest opportunity whilst you are on holiday so that we can fully investigate the situation and attempt to put things right. If you fail to follow this procedure and you make a complaint upon your return instead, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract and the way your complaint is dealt with.
- 10.2. If your complaint is not resolved locally, please follow this up within 28 days in writing. Your letter or email should provide your booking reference, telephone number, a concise summary of your complaint and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you. Write to:

Customer Relations Manager
Platinum Travel Service
Affinion International Travel Limited
Kettering Parkway
Kettering
Northants
NN15 6EY

or submit via email to: travel@membershipbenefits.rbs.co.uk

- 10.3. We are a member of ABTA, and we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Any dispute or claim that cannot be settled between us can therefore be referred by you to an ABTA arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. This scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement from us. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com

10.4 The EC Online Dispute Resolution Platform

You also have the option to register your complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. You can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

11. THE LAW THAT APPLIES TO THE TERMS

These terms and any contract you have with us are governed by the laws of England, and the English courts shall have jurisdiction over any disputes arising between you and us that are not resolved by other means.

Where your contract is with a supplier, this contract may be subject to local law and jurisdiction. Further details will be provided in the supplier's terms and conditions.

WHERE WE ACT AS ORGANISER

12. INFORMATION

Prior to the entry into of any contract between us we will provide you with all the information set out in Schedules 1 and 3 of the Regulations where applicable to the package. Once your contract is booked you will receive confirmation of your booking along with all the information in Schedules 1 and 5 of the Regulations.

13. PAYMENT

- 13.1. Bookings cannot be confirmed until we receive payment of either a deposit or the full balance. You will be advised at the time of booking if payment of a deposit or the full balance is required. If a deposit is taken, payment of the balance will be due 14 weeks prior to your departure date, unless stated otherwise at the time of booking. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and retain any deposit paid by way of cancellation charge.
- 13.2. Payments may be made by debit card or credit card. If the booking is made via telephone through Membership Services, payment by cheque is also available. We are unable to accept any form of payment using tour operator/travel agency/airline or promotion vouchers.
- 13.3. We reserve the right to increase, decrease or correct errors in advertised prices, or to change any of the information contained on our website, before your booking is confirmed. You will be advised of the current price of the holiday that you wish to book, and any special conditions attached to it, before your booking is confirmed.
- 13.4. A booking is made and a contract comes into existence with us when the required payment has been secured by the Platinum Travel Service and a confirmation invoice and a travel summary in accordance with Schedules 1 and 5 of the Regulations has been issued to you by post. It is important that you check the details on the confirmation invoice carefully. Please let us know if any incorrect or incomplete information immediately, as it may not be possible to make changes later. Please note that we reserve the right to refuse a booking at our discretion without giving any reason for such refusal. In such circumstances, any payment received by us will be returned to you.
- 13.5. Should the price of the holiday increase after your booking we will tell you at least 20 days prior to the start of your holiday. Any price increase will be a result of (a) fuel or other power source price changes; (b) the level of taxes or fees charged by third parties; and/or (c) exchange rates relevant to the package.
- 13.6. Where the price increase exceeds 8% of the total price of your holiday you will have the right to cancel the holiday booking if you wish and receive a refund less our reasonable administration costs.
- 13.7. Where the cost of any of the items specified in clause 13.5 above reduces, we will reduce the price of your holiday accordingly and an appropriate refund will be made (again, less our reasonable administrative costs).

14. OUR RESPONSIBILITY FOR YOUR BOOKING

- 14.1. If the contract we have with you is not performed with reasonable skill and care by us or our suppliers (provided that our employees were acting within the course of their employment, or our agents and/or suppliers were carrying out work they

had been asked to do), we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to:

- any act or omission on your part, or any other member of your party;
- any act or omission of a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;
- unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which we or our suppliers, even with all due care, could not foresee or prevent.

14.2. Our liability, except in cases involving death, injury or illness resulting directly from the services provided as part of your holiday, shall be limited to a maximum of three times the cost the person affected paid for their holiday (not including insurance premiums and amendment charges). Except in the case of a package holiday, our liability will also be limited in accordance with and/or in an identical manner to:

- the contractual terms or 'conditions of carriage' of any company that provides the transportation for your travel arrangements or supplies other services such as accommodation or activities. These terms are incorporated into this contract and may limit or exclude liability. Copies can be obtained from our offices or from the relevant supplier; and
- any relevant international convention relating to carriage by aircraft, ship, train, coach or other such transportation service. International conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; in respect of carriage by road the Geneva Convention 1973; and in respect of provision of accommodation the Paris Convention. The terms of these conventions may limit or exclude the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all of the benefits of any limitation of compensation contained in these or any other applicable conventions. Copies of the relevant conventions can also be obtained from our offices.

14.3. Once we have made any payment due to you as set out above, you agree that you will transfer to us any legal rights that you may have against any supplier or third party, and that you will cooperate fully with us if we or our insurers wish to enforce those rights. In the event that we recover more than we have paid you (together with our costs in recovering this money) then we will pay the excess to you.

15. YOUR CONDUCT

15.1 When you make a booking through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour is such, in the reasonable opinion of us or our suppliers, as to cause or to be likely to cause danger, upset, offence, disruption or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of your travel arrangements being terminated, including your return home. You must also pay us for the full amount

of any claim (including all legal costs) made against us by the relevant supplier or any third party as a result, including but not limited to any damage to property. Criminal proceedings may also be instigated.

- 15.2 You have the right (up to seven days prior to the holiday commencing) to transfer the contract to another person by giving us notice in writing of the transfer, We may charge a reasonable administrative fee for such transfer.

16. IF YOU CANCEL YOUR BOOKING

- 16.1. You may cancel your travel arrangements at any time. As the lead passenger on the booking, you must telephone Membership Services as soon as possible to cancel. Cancellation will take effect from the day we are notified. Please also return any travel documents, including airline tickets, as soon as possible, as we may not be able to provide you with any refund until we have received these from you.
- 16.2. Since costs are incurred in cancelling your travel arrangements, you will have to pay any reasonable and justifiable termination fee based on the price of the package minus any cost savings and income from alternative deployment of the travel service. Any travel service discount you may be entitled to for bookings will not apply to cancellation charges.
- 16.3. Please note, however, that higher cancellation charges may apply to some arrangements, For example some airlines require the full cost of a flight to be paid when a booking is made and this may not be refundable if you cancel. Please enquire for details of applicable cancellation charges at the time of booking.
- 16.4. Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and it is therefore recommended that you take out appropriate insurance to cover against such loss of deposit and/or cancellation fees. If you fail to show up for a scheduled flight.
- 16.5. In the event that you or any member of your party fails to show up for a confirmed scheduled flight which has been booked through the Platinum Travel Service on its own or as part of a package, we may, at our discretion, apply to the airline to recover any tax refund that may be due as a result of the no show. In the event that we do recover such sums we will remit that balance to you after deducting a sum to cover our reasonable costs and expenses. That deduction will be 10% of the net amount recovered from the airline, subject to a minimum of £10. Accordingly where the amount we recover is £10 or less we will be unable to remit any balance to you.
- 16.6. Only if you cancel as a result of unavoidable and extraordinary circumstances we will refund the price of the holiday in full. In such circumstances no compensation shall be paid to you.

If you fail to show up for a scheduled flight.

- 16.7. In the event that you or any member of your party fails to show up for a confirmed scheduled flight which has been booked through the Platinum Travel Service on its own or as part of a package, we may, at our discretion, apply to the airline to recover any tax refund that may be due as a result of the no show. In the event that we do recover such sums we will remit that balance to you after deducting a sum to cover our reasonable costs and expenses. That deduction will be 10% of the net amount recovered from the airline, subject to a minimum of £10.
- Accordingly where the amount we recover is £10 or less we will be unable to remit any balance to you.

17. IF YOU CHANGE YOUR BOOKING

- 17.1. If you want to change any part of your holiday arrangements in any way after the confirmation invoice has been issued, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always

be possible. Any request for changes to be made must be made by the person who made the booking by telephoning Membership Services. You will be asked to pay any costs that our suppliers incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and therefore you should contact us as soon as possible about any changes.

- 17.2. Please note that certain travel arrangements, including scheduled airlines and Apex Tickets, may not be changeable after a reservation has been made, and therefore any alteration request (including a name change) may be regarded as a cancellation and re-booking, incurring a 100% cancellation charge in respect of that part of the arrangement.

18. IF WE WANT TO CHANGE OR CANCEL YOUR BOOKING

18.1. We hope and expect to be able to provide you with all the travel services we have confirmed to you at the time of booking but please bear in mind that these are provided by independent suppliers over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor and we will advise you of them wherever possible. Examples of minor changes include alteration of any outward or return flight by less than 12 hours, changes to aircraft type, change of your accommodation to another of the same standard, temporary withdrawal of facilities or seasonal unavailability of amenities.

18.2. If we are required to change your travel service(s) in what we consider to be a significant way we will endeavour to advise you as soon as reasonably possible. Significant changes include (but are not limited to) a significant change of destination; a change in accommodation to that of a lower category; a change in the time of your departure or return flight by more than 12 hours; a change of UK departure airport (excluding changes between London airports). In the case of such a change before your departure we will provide you with three alternatives:

- alternative travel services of comparable standard and price, if available;
- alternative travel services of a lower standard together with a refund of the difference in price; or
- you may cancel your holiday with a full refund of all monies paid within 14 days.

In the event that you choose an alternative arrangement, these Terms will still apply to that alternative booking.

18.3. Where a holiday that we have packaged has been booked with us, you will also be entitled to minimum compensation as detailed below unless the change occurs as a result of circumstances beyond our control.

Period before departure within which a significant change is notified to you	Compensation per person
More than 98 days:	NIL
98 – 43 days:	£10
42 – 29 days:	£20
28 – 8 days:	£30
7 – 0 days:	£40

Any children not paying the full adult fare will receive 50% of these amounts. The compensation that we offer does not exclude you from claiming more if you are entitled to do so. Changes due to circumstances beyond our control

- 18.4. We will refund you but not be liable to pay any compensation if we are forced to cancel or in any way change your travel arrangements as a result of unusual or unforeseeable situations beyond our control, the consequences of which could not have been avoided even with all due care. These can include, for example, war or threat of war, riots, industrial disputes, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, and the alteration of the airline or aircraft type. Where circumstances such as these affect your arrangements, we will do our best to assist but we will not be liable to pay any additional costs which may be incurred. For example, if flights are cancelled because of a volcanic eruption, we will not be liable to pay the cost of additional accommodation or any other expense which you may incur before normal circumstances resume.

If we cancel your booking

- 18.5. We reserve the right in any circumstances to cancel your booking for any reason. However, we will not cancel your booking within 98 days of departure unless it is for a reason outside our control (see changes due to circumstances beyond our control above) or failure by you to pay the final balance on time. If we have to cancel your booking in circumstances other than your failure to pay we will offer you:

- alternative travel service(s) of comparable standard and price, if available;
- travel service(s) of a lower standard and a refund of the difference in price; or
- a full refund of all monies paid within 14 days of cancellation.

In the event that you choose an alternative arrangement, these Terms will still apply to that alternative booking.

- 18.6. Compensation as offered for 'significant changes' will also be paid unless the holiday is cancelled because you have failed to pay on time or as a result of circumstances beyond our control.

19. YOUR FINANCIAL PROTECTION

We provide full financial protection where we provide a package travel contract under the Regulations. When you buy an ATOL protected air holiday package from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9935. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

Where you buy a travel contract from us which does not include a flight, protection is provided by way of a bond held by ABTA. This means that if, in the unlikely event of our insolvency your travel arrangements cannot be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.

If your flight is sold as Agent of the Airline(s) named on the ticket this is not protected under the ATOL scheme. If you are holding a ticket on an airline which fails due to insolvency and has ceased flying then the money you have paid for your ticket(s) will be reimbursed from Affinity International Travel up to the value of £2,000 per ticket.

20. FLIGHTS

- 20.1. The information on our website (membershipbenefits.rbs.co.uk) is our responsibility. It is not supplied on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.
- 20.2. Flight times are given for guidance only. Where these change due to unavoidable and extraordinary circumstances no compensation will be provided. Otherwise appropriate compensation may be offered. If you purchase a return flight with a scheduled carrier then you must travel on the outbound leg of your flight. Failure to do so will result in the return leg (or any other remaining legs) being cancelled by the airline. Please note that you should check in as early as possible as flights cannot be held up for passengers arriving late and no responsibility will be accepted by us or the airline in such cases.
- 20.3. We have no control over the airlines' allocation of seats and if you have particular seat requests you should check in as early as possible.
- 20.4. A flight described as "direct" will not necessarily be non-stop. A non-stop flight is one where there is no need to change aircraft during the journey. A direct flight may require a change in aircraft, however, the flight number will remain the same from your point of origin to your destination.
- 20.5. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating any flight booked with us. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check in or at the boarding gate. Such a change is seemed to be a minor change.
- 20.6. Under EU (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

21. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday or other travel services provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us and will be subject to the excursion providers own terms and conditions and to the law and jurisdiction of the country where the excursion or activity takes place. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

22. PROMPT ASSISTANCE

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

23. INFORMATION

Where we act as retailer you will receive the information specified in Schedule 1 and 3 of the Regulations prior to your booking either from us or the supplier. Once a contract has been entered into you will receive the information specified in Schedules 1 and 5 of the Regulations, again either from us or the supplier.

WHERE WE ACT AS RETAILER

24. PAYMENT

- 24.1. Bookings cannot be confirmed until we receive payment of either a deposit or the full balance. You will be advised at the time of booking if payment of a deposit or the full balance is required. If a deposit is taken, payment of the balance will be due 14 weeks prior to your departure date, unless stated otherwise at the time of booking and subject to the terms and conditions of the relevant supplier. If the balance is not paid in time, we will notify the relevant supplier(s) and they may, subject to their terms and conditions, reserve the right to cancel your travel arrangements and impose cancellation charges (which may include the forfeiture of any deposit paid).
- 24.2. Payments may be made by debit card or credit card. If the booking is made via telephone through Membership Services, payment by cheque is also available. We are unable to accept any form of payment using tour operator/travel agency/airline or promotion vouchers.
- 24.3. We reserve the right to increase, decrease or correct errors in advertised prices, or to change any of the information contained on our website, before your booking is confirmed. You will be advised of the current price of the holiday that you wish to book, and any special conditions attached to it, before your booking is confirmed.
- 24.4. A booking is made and a contract comes into existence with the relevant supplier(s) when the required payment has been secured by the Platinum Travel Service and a confirmation invoice has been issued to you by post. It is important that you check the details on the confirmation invoice carefully. Please let us know of any incorrect or incomplete information immediately, as it may not be possible to make changes later. Please note that we have no responsibility for any errors in documentation except where the error is made by us.

25. OUR RESPONSIBILITY FOR YOUR BOOKING

- 25.1. We shall be responsible for selecting the relevant supplier (with whom you have a contract) with reasonable skill and care. We do not accept liability for any information about the supplier and/or the travel services they provide that we pass on to you in good faith.
- 25.2. We will have no liability to you in relation to the provision of the services, save where you have suffered losses which are a foreseeable consequence of our breach of this duty. Where we have selected the supplier with due skill and care, we will have no liability to you for anything that happens on your holiday or the acts and/or omissions of the supplier.
- 25.3. If we are found liable to you on any basis our liability, except in cases involving death or injury caused by our negligence (or that of our employees acting in the course of their employment, or our agents and/or suppliers carrying out work they had been asked to do by us), shall be limited to a maximum of three times the cost the person affected paid for their holiday (not including insurance premiums and amendment charges).

26. YOUR CONDUCT

The terms and conditions of the relevant supplier will normally state that they may terminate their contract with you, with no refund, if the behaviour of you or a member of your party falls below an acceptable standard. You will also normally be required to pay for any damage you cause. We are under no obligation to you in the event any such demands are made. Furthermore, you must also pay us for the full amount of any claim (including all legal costs) made against us by the relevant supplier or any third party as a result, including but not limited to any damage to property.

27. IF YOU CANCEL YOUR BOOKING

- 27.1. You may cancel your travel arrangements at any time. As the lead passenger on the booking, you must telephone Membership Services as soon as possible to request the cancellation. Cancellation will take effect from the day we are notified. Please also return any travel documents, including airline tickets, as soon as possible as we may not be able to provide you with any refund on behalf of our supplier(s) until we have received these from you.
- 27.2. Since costs are incurred in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as set out in the terms and conditions of our relevant supplier(s) who are affected by your cancellation. These may be as much as 100% of the cost of the travel services. Any travel service discount you may be entitled to for bookings will not apply to cancellation charges.
- 27.3. Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and it is therefore recommended that you take out appropriate insurance to cover against such loss of deposit and/or cancellation fees.
- 27.4. Insurance premiums and amendments charges are not refundable in the event of cancellation.

28. IF YOU CHANGE YOUR BOOKING

- 28.1. If you want to change any part of your holiday arrangements in any way after the confirmation invoice has been issued, for example your chosen departure date or accommodation, we will pass your request on to the relevant supplier, but it may not always be possible for them to make these changes. Any request for changes to be made must be made by the person who made the booking by telephoning Membership Services. You will be asked to pay any costs that the supplier(s) incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible with any changes.
- 28.2. Please note that certain travel arrangements, including scheduled airlines and Apex Tickets, may not be changeable after a reservation has been made, and therefore any alteration request (including a name change) may be regarded as a cancellation and re-booking, incurring a 100% cancellation charge in respect of that part of the arrangement.

29. IF THE SUPPLIER CHANGES OR CANCELS YOUR HOLIDAY BEFORE YOUR DEPARTURE

We will inform you as soon as possible in the event that the supplier wishes to change or cancel your booking. We will not be responsible to pay any compensation following such a change or cancellation, nor shall we be liable for any amendment or cancellation fees you incur in terms of other arrangements you have made under separate contracts with third parties. Any entitlement to an offer of alternative travel services, compensation and/or a refund will be governed by that supplier's terms and conditions that govern your contract with them.

30. YOUR FINANCIAL PROTECTION

Any financial protection which may apply to the holiday or travel services which you purchase will be provided by the supplier and not by us. Please note that not all travel services have the benefit of full financial protection. We will let you know more about this at the time of booking.

🔍 Braille, large print or audio format?
If you'd like this information in another
format, call us on **03457 24 24 24**
(Relay UK 18001 03457 24 24 24)

The product(s) mentioned in this literature is/are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

For further information about the compensation provided by the FSCS, refer to the FSCS website www.FSCS.org.uk

Calls may be recorded.

The Royal Bank of Scotland plc.
Registered office: 36 St Andrew Square, Edinburgh EH2 2YB.
Financial Services Firm Reference Number 122315.
Registered in Scotland number: SC083026.

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