

Platinum **Benefit Terms**



Royal Bank
of Scotland

Tomorrow begins today

Contents

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 5); 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 15 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.

Terms	Definitions
benefit provider	a company who provides a benefit under these Terms
business day	a day on which banks in the <i>UK</i> are generally open for business, other than weekends and local bank holidays
individual	a human being
person	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
third party website	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)
UK	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.

Aviva Insurance Limited ("Aviva") ("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 202153). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>). Aviva is incorporated in Scotland with registered number 2116 and registered office at Pitheavlis, Perth PH2 0NH. We have appointed Likewize Device Protection UK Limited ("Likewize") to act on our behalf as our agent to help us administer your policy and deal with claims. Likewize is incorporated in England with company number 14134370, and registered address at Unit 2, Crewe Logistics Park, Jack Mills Way, Shavington, Crewe, Cheshire, CW2 5XF. Likewize is authorised by the Financial Conduct Authority (FRN: 984178).

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:

- Your Platinum Account is closed;
- You are no longer a United Kingdom (UK) resident (meaning that your main home is no longer in England, Scotland, Wales or Northern Ireland);
- 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?

- 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.
- Cover applies worldwide, but we can only arrange a replacement phone or a repair when you are back in the UK.
- You will be able to make a **maximum of two approved claims** for incidents reported to Likewize 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.
- 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 Likewize 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 Likewise, 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 Likewise.
- (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:
 - (i) you've caused deliberately;
 - (ii) caused by having the phone repaired by someone other than the manufacturer or one of their authorised repair agents;

- (iii) caused by technical modifications made to the phone by someone other than the manufacturer;
 - (iv) caused by misuse or failure to follow the manufacturer's instructions; or
 - (v) 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 Likewise 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 consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (i) war: any war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power;
 - (ii) terrorism;
 - (iii) any action taken in controlling, suppressing or in any way relating to war or terrorism.

7. Making a Claim

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

Likewise 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
Likewise
Claims Department
Gawsworth House
Crewe Business Park
Crewe
Cheshire
CW1 6XB

- (a) You must pay the excess (as set out in section 4) before Likewise 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 Likewise. 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 Likewise's property once a replacement phone has been issued. If a lost or stolen phone is then found, you must contact Likewise 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 Likewise to validate your claim.

- (g) If your claim is for damage or breakdown, before Likewize 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 Likewize 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, Likewize 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 Likewize's suppliers do not have your phone in stock, Likewize 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 Likewize. 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 Likewize 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 Likewize'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 Likewize within 72 hours of accepting the delivery. If you notify Likewize later than this, they may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone Likewize have provided you with is not covered under the warranty.
- (k) Likewize 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 Likewize 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 Likewize 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. Likewize 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 Likewize's reasonable instructions, including any security instructions.

- (d) No cash alternative is available to the service.
- (e) We and Likewise 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 Likewise 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 Likewise are entitled to approach that insurer for a contribution towards the claim.
- (e) Where you fail to co-operate or fail to provide Likewise and us with information or documentation we and Likewise reasonably require and this affects Likewise's ability to process a claim or defend their interests, Likewise 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 Likewize believe you deserve a courteous, fair and prompt service. If there is any occasion when Likewize or our service does not meet your expectations, or Complaints relating to policy coverage, terms & conditions or the underwriting of your policy, please contact Likewize using the appropriate contact details below, providing your name and your mobile phone IMEI number to help us deal with your comments quickly.

Write to: Royal Bank of Scotland Insurance Services
Likewize Customer Relations Department
Gawsworth House
Crewe Business Park
Crewe
Cheshire
CW1 6XB

Email: Rbscustomerrelations.uk@likewize.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.)

Our Complaints Process

We and Likewize 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 Likewize are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We or Likewize 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.

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 **0800678 1100** (Freephone) or **020 7741 4100**.

15. Privacy Notice

Personal Information

The main data controller responsible for your personal information is Likewise who is responsible for policy administration and claims handling. For the purposes of this section 15 only, “we”, “our” and “us” refers to Likewise. Additional data controllers include Aviva who is the insurer of this policy and the Royal Bank of Scotland Group who are responsible for the sale and distribution of the product and any applicable reinsurers.

Likewise is 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 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 Notice at: <https://likewise.com/uk-dp-privacy-notice/> or you may request a copy by emailing privacy@likewise.com

Details about the way Royal Bank of Scotland Group use your personal information can be found in their separate privacy notices available at rbs.co.uk/privacy

How Aviva may use your Personal Information – To the extent Aviva receives and processes your Personal Information, Aviva will be a data controller for that information. Aviva may receive your Personal Information, for example, if your complaint is escalated to Aviva or if Aviva takes over administration of your insurance policy or handling of your claims from Likewise. For more information about how Aviva may collect, use and disclose your Personal Information and your rights in relation to your Personal Information, see Aviva's privacy policy at www.aviva.co.uk/privacypolicy or write to The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR, or email DATAPRT@aviva.com

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
Likewise
Gawsworth House
Crewe Business Park
Crewe
Cheshire
CW1 6XB

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

Section 1. Important Information

Section A: Introduction

This policy is automatically provided as a benefit of you being a Royal Bank of Scotland Platinum account holder. If your Royal Bank of Scotland Platinum account is closed, this benefit will end immediately and you will not be entitled to use this policy.

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.

You do not need to call to register your cover or vehicle as cover begins immediately upon opening your Royal Bank of Scotland Platinum account.

Important: This policy is a benefit under your Royal Bank of Scotland Platinum account and does not provide you with the same level of cover as full AA Personal Membership.

If you have existing policies that give the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.

Section B: Status disclosure

Your Royal Bank of Scotland Platinum account Breakdown Cover is provided by three different insurers:

- Roadside Assistance, At Home and National Recovery are provided by Automobile Association Developments Limited (trading as AA Breakdown Services). Registered office: The AA., Plant, Basing View, Basingstoke, RG21 4HG. Registered in England and Wales Number: 01878835.
- Onward Travel is underwritten by Acromas Insurance Company Limited. Registered office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar).
- Accident Assist is underwritten by AA Underwriting Insurance Company Limited. Registered office: Unit 2.1 Waterport Place, 2 Europort Road, Gibraltar, GX11 1AA. Registered Number 106606 (Gibraltar).

Section C: Demands and Needs

This Royal Bank of Scotland Platinum account Breakdown Cover will meet the demand and needs of persons wishing to ensure they are covered in the event of a breakdown in the UK (including Northern Ireland).

This policy does not cover all situations and you should read all the terms and conditions of this policy to make sure it meets your specific needs.

Royal Bank of Scotland do not make personal recommendations as to the suitability of the policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

The summary below outlines the main benefits of your cover. Please read the whole document to understand your full cover.

Cover Level	Customer Needs
Roadside Assistance	Customers who need assistance in the event they break down more than ¼ mile away from their home address.
At Home	Customers who need assistance in the event they break down at or within ¼ mile of their home address.
National Recovery	Customers who, if we are unable to repair the vehicle, need their vehicle to be recovered to a single destination of their choice.
Onward Travel	Customers who, if we are unable to arrange a prompt local repair, need a replacement hire car or hotel accommodation or public transport costs to continue their journey.
Accident Assist	Customers who require help following a motor accident in their Car.

This policy does not include European Breakdown Cover. If you would like to buy European Breakdown Cover at a preferential rate, please call **0345 609 0456** to purchase your cover.

Section D: Important Contact Details

- For Breakdown Assistance in the UK call Royal Bank of Scotland membership services **0345 609 0456**
- Go online at **www.theaa.com**
- Download the AA App – for UK breakdowns only. Find out more at **www.theaa.com/apps**
- SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to **07860 027 999**.
- Information is available in large print, audio and Braille on request. Please call **03457 24 24 24** for details.
- Text Phone users can contact us using Relay UK by prefixing any of our numbers with **18001**.

What to do if you need assistance

Before you call anyone:

1. If possible, try and stop in a safe place out of the way of traffic.
2. Switch on hazard warning lights and sidelights.
3. Put on a high visibility jacket.
4. Place a warning triangle behind your vehicle in a clearly visible position.
 - Roads: approximately 30 metres behind.
 - UK Motorways: do not place a warning triangle as this is illegal for safety reasons.
5. Get all occupants to a place of safety away from moving traffic.

Section 2. Your UK Breakdown Cover

Section A: If you require breakdown assistance in the UK

Where cover is available

UK Breakdown Cover detailed in Section 2 of this Policy only applies to those ordinarily resident in the UK travelling in a vehicle which first becomes stranded in the United Kingdom.

Accident Assist cover is only provided for an accident that occurs in England, Wales or mainland Scotland.

How to contact the AA

If you have broken down and require assistance, please:

- call Royal Bank of Scotland membership services on **0345 609 0456**
- go online at **www.theaa.com**
- download The AA App. Find out more at **www.theaa.com/apps**

It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.

What you will need when you contact us

If you are the Royal Bank of Scotland Platinum account holder, we will need to check that you are entitled to service. To confirm your identity, we will ask for a combination of the following details:

- your account number and sort code of your Royal Bank of Scotland Platinum account
- your name as shown on your account
- your date of birth
- your home address
- the make, model and registration number of the vehicle you are travelling in.

If you are the Royal Bank of Scotland Platinum account authorised driver who has been given permission by the Royal Bank of Scotland Platinum account holder(s) to use a vehicle that is registered to the account holder(s), we will need the following information in order to provide assistance:

- the full name of the Royal Bank of Scotland Platinum account holder(s), along with their home address, date of birth, or their Royal Bank of Scotland Platinum account sort code and account number.
- your full name
- the make, model and registration number of the vehicle.

Section B: Definition of words and phrases used in this Policy

Some common terms are used to make this policy easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

Words and Phrases	Definitions
AA (also We, Us)	The relevant insurer of the breakdown cover being: <ul style="list-style-type: none">• Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery and At Home.• Acromas Insurance Company Limited for Onward Travel.• AA Underwriting Insurance Company Limited for AA Accident Assist.
AAIS	Automobile Association Insurance Services Limited.
AA Approved Repairer	A carefully selected repairer by the AA to provide the repair element of the AA Accident Assist service to you.
Accident	The unexpected complete immobilisation of the Vehicle due to a road traffic collision, which affects the mobility or security of the Vehicle or renders it unsafe to drive.
Accident Assist	<p>Accident Assist is available if you have an accident in Your Car:</p> <ol style="list-style-type: none">1. We can recover Your Car if it is not mobile or is unsafe to drive after an accident.2. In the event of a Non-Fault accident, we can arrange and manage repairs to Your car with no excess to pay and arrange a Replacement Hire Car.3. In the event of an accident where you are deemed to be At Fault, we can recover your vehicle. If you agree to use the Accident Assist service and for Your car to go to an AA-Approved repairer, they can (with prior approval from your insurer) repair your vehicle and provide a small courtesy car. <p>Accident Assist is only available for accidents in England, Wales and mainland Scotland.</p> <p>Please refer to Section I: Accident Assist for full details.</p>
At-Fault Accident	An accident which is not a Non-Fault Accident.
Breakdown	An event (excluding an accident): <ol style="list-style-type: none">(a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and(b) after which the journey cannot be commenced or continued safely or without further concern in the relevant vehicle.
Cover Period	The period for as long as you are a Royal Bank of Scotland Platinum account holder.

Words and Phrases	Definitions
Customer	The person to whom the policy documentation is addressed and who is named as a Royal Bank of Scotland Platinum account holder, or who is nominated as an authorised driver by the Royal Bank of Scotland Platinum account holder and is driving the account holder's vehicle at the time of breakdown. To be covered under this policy, you must be a resident of the UK excluding the Channel Islands or the Isle of Man. This means you must spend at least 6 months of any 12-month period in the UK.
Customer's Home Address	The address which the AA has recorded as the home address of the customer at the time of the relevant breakdown or accident.
Non-Fault Accident	An accident where the AA considers liability rests with the other person.
Party	The occupants of the vehicle (excluding hitch hikers).
Replacement Hire Car	A replacement mid-range saloon or hatchback type car up to 1,600cc.
Road traffic collision (RTC)	Any incident that involves any moving or stationary objects, including but not limited to, other vehicles, animals, incidents with speed bumps, trees, fences, walls, posts, kerbs, ditches, ice, oil, road debris etc.
UK	England, Scotland (including islands), Wales, Northern Ireland, Channel Islands and the Isle of Man.
You, Your	The Royal Bank of Scotland Platinum account holder(s) and any nominated authorised drivers.
Your Vehicle/Car	Any vehicle registered in the UK, being driven by or carrying the Royal Bank of Scotland Platinum account holder(s) or a vehicle registered in the UK and owned and registered to the account holder(s), which is being used by the authorised driver with the permission of the account holder(s).

Section C: Services Available

Services available	Definitions
Roadside Assistance	This cover provides roadside assistance throughout the UK, 24 hours a day, every day of the year. Please refer to Section E: Roadside Assistance for full details.
Accident Assist	<p>Accident Assist is available if you have an accident in Your Car:</p> <ol style="list-style-type: none"> 1. We can recover Your Car if it is not mobile or is unsafe to drive after an accident. 2. In the event of a Non-Fault accident, we can arrange and manage repairs to Your car with no excess to pay and arrange a Replacement Hire Car. 3. In the event of an accident where you are deemed to be At Fault, we can recover your vehicle. If you agree to use the Accident Assist service and for Your car to go to an AA-Approved repairer, they can (with prior approval from your insurer) repair your vehicle and provide a small courtesy car. <p>Accident Assist is only available for accidents in England, Wales and mainland Scotland.</p> <p>Please refer to Section I: Accident Assist for full details.</p>

Services available	Definitions
At Home	Provides all the benefits of Roadside Assistance at your home address. Please refer to Section F: At Home for full details.
National Recovery	Recovery to a single UK destination of your choice if the AA is unable to fix Your Car at the roadside following a breakdown. This means you can choose to be taken home, to your destination or anywhere else on the UK, regardless of how far this may be. Please refer to Section G: National Recovery for full details.
Onward Travel	If you have broken down and the AA cannot arrange a prompt local repair, Onward Travel provides alternative travel options. You could choose from replacement car hire for up to 2 days (a collection and delivery service, or equivalent, may be available from chosen suppliers, subject to availability and to supplier's terms and conditions (which includes payment of supplier's fuel charges)); alternative transport costs or overnight accommodation. Please refer to Section H: Onward Travel for full details.

Section D: Vehicle specifications

Breakdown assistance is only available for cars, light vans, campervans, motor caravans, caravans, trailers, motorhomes, vans, minibuses or motorcycles (including quads and trikes) which meet the specifications set out below and that are being used for private and domestic use only. We may be able to attend for vehicles that exceed the dimensions below, but we will charge you for those services.

Please note that "car, van, minibus or motorcycle" does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

- Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle laden weight.
- Maximum Vehicle Width: 2.55m (8ft 3in) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points.

These dimensions will be calculated taking into account anything attached to your vehicle and any trailer or caravan, including but not limited to towing equipment, any carriers or racks (e.g. bike or luggage), or anything else attached to the vehicle or the carriers/racks.

Service Descriptions – What is covered and what is not covered

Section E: Roadside Assistance

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered	What is not covered
<ul style="list-style-type: none"> • Roadside Assistance is available if your vehicle is stranded on the highway more than a quarter of a mile from the Royal Bank of Scotland Platinum account customer's home address following a breakdown. • Roadside Assistance is available immediately when you open a Royal Bank of Scotland Platinum account. 	<ul style="list-style-type: none"> • Fuel and parts (unless these are carried by the AA or its appointed agent, and in the case of fuel is required to get a vehicle that has run out of fuel to the nearest fuelling point, and/or in the case of parts those that are required to carry out the repair for which assistance was requested and cost £5 or less based on the AA's retail prices).

What is covered	What is not covered
<ul style="list-style-type: none"> • If, following a breakdown, the AA or its appointed agent cannot fix your vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to a local repairer or to a destination of your choice. • If your vehicle has run out of fuel or charge it will be taken to a local fuelling station, repairer or charge point, whichever is applicable. (this may not be a rapid charge point nor may it be in the direction which you were originally travelling). • The AA will make a telephone call at your request following a breakdown. • Any contract for repair, other than repairs carried out by the AA or its agent under your UK Breakdown Cover, is between the person requesting the repair and the repairer - it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed, and the AA does not provide any assurance or warranty with respect to any work carried out at your request by any third-party repairer. • If you have put the wrong fuel in your vehicle, the AA can drain your fuel tank and dispose of the incorrect fuel. We'll then add enough correct fuel to get You and Your Vehicle to the nearest garage – once at the garage, any further repairs in relation to the misfuelling of the vehicle will be your responsibility. • If Your Car battery is flat, the AA can attend and fit a new battery – you will need to pay for the new battery. Disposal of the old battery is included in this service. 	<ul style="list-style-type: none"> • Oil. • Keys. • Other materials required to repair your vehicle. • Any supplier delivery service or call-out charges related to these items. • The provision of service on private property without the relevant permission. • Storage costs. • Any transport or other costs that you might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany your vehicle while it is being recovered. • Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows. • Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you. • A second or subsequent recovery, after your vehicle has been recovered following a breakdown. • All things excluded under General Terms and Conditions (see Section J).

What is covered	What is not covered
<ul style="list-style-type: none"> If you are unable to get into your vehicle because your keys are lost, broken, faulty, stolen or locked in the vehicle, we will attend and endeavour to get access into the vehicle. If you need a replacement key (including programming it), you will need to pay for the AA's Key Assist service. www.theaa.com/breakdown-cover/key-assist If you and your vehicle are stranded at the roadside following an accident where roadside repair is not possible, please refer to the full terms and conditions of AA Accident Assist in Section I: Accident Assist. 	

Section F: At Home

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered	What is not covered
<ul style="list-style-type: none"> At Home is available immediately when you open a Royal Bank of Scotland Platinum account. At Home provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of your home address. 	<ul style="list-style-type: none"> All things excluded under 'Roadside Assistance' 'What is not covered' above.

Section G: National Recovery

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered	What is not covered
<ul style="list-style-type: none"> National Recovery is available immediately when you open a Royal Bank of Scotland Platinum account. National Recovery is available when the AA provides either Roadside Assistance or At Home service and the AA cannot repair your vehicle at the roadside or at your home. National Recovery provides recovery of your vehicle, together with the driver and up to a maximum of seven passengers to any single destination of your choice in the UK (see also General Terms and Conditions, Section J). 	<ul style="list-style-type: none"> National Recovery should not be used as a way of avoiding repair costs. All things excluded under 'Roadside Assistance' 'What is not covered', Section E: Roadside Assistance.

Immediate requirement for National Recovery

If you take out a Royal Bank of Scotland Platinum account already requiring National Recovery the AA may be prepared to provide National Recovery assistance for the breakdown concerned at your cost. The cost of this will be notified to you by us at the time of request.

The AA may be prepared to make National Recovery available if you are, or the driver of your vehicle is, unexpectedly taken ill during a journey and no other passenger can drive your vehicle to complete your intended journey. We will ask for medical evidence before agreeing to provide any service. Any compassionate National Recovery assistance is given at the AA's absolute discretion.

Section H: Onward Travel

Underwritten by Acromas Insurance Company Limited.

What is covered	What is not covered
<ul style="list-style-type: none">Onward Travel is available immediately when you open a Royal Bank of Scotland Platinum account.Onward Travel is available if your vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or At Home and where the AA cannot arrange a local prompt repair.Royal Bank of Scotland Platinum account Customers with Onward Travel may choose from one of the following: a Replacement Hire Car; or overnight accommodation; or public transport costs which are described in detail below.	<ul style="list-style-type: none">Onward Travel cannot be claimed retrospectively and must be requested at the same time as the request for breakdown assistance is made or such assistance is given and the AA cannot arrange a local prompt repair.Onward Travel is not available following an accident or self-induced fault (possible examples of self-induced fault include: mis-fuelling, lost keys or locking keys in your vehicle) (see General Terms and Conditions, Section J).The AA may, at their discretion, offer to provide transport to collect lost keys in instances where a spare set is nearby.

Onward Travel benefit option A: Replacement Vehicle

What is covered	What is not covered
<ul style="list-style-type: none">The cost to supply a replacement mid-range saloon or hatchback type car up to 1,600cc for up to 2 days, by the AA's chosen supplier, subject to availability. <p>If you break down within the UK mainland or in Northern Ireland, a collection/ delivery service of the replacement vehicle may be available within a 30 mile-radius of the breakdown or your chosen location, subject to availability. You can either be picked up or for the replacement vehicle to be delivered to you within these limits. This collection/ delivery service is not available outside of the UK mainland or Northern Ireland.</p>	<ul style="list-style-type: none">Additional charges incurred if you keep the replacement vehicle for longer than 2 days.Fuel costs (including those resulting from pick-up, collection and delivery of the vehicle).Any ferry, toll or congestion charges incurred in the replacement hire car.Any insurance excess charges, or other insurance related charges (see important information below). <p>Replacement hire cars cannot be supplied with a tow bar and therefore your caravan or trailer will have to, if eligible, be recovered under National Recovery with your vehicle; We cannot provide a like for like replacement for your vehicle (this includes being unable to provide a replacement hybrid or electric vehicle).</p>

Important Information: Replacement Hire Cars are supplied to you by the AA's chosen partners. The hire agreement will be between you and the relevant supplier and will be subject to that supplier's terms and conditions. This will include but is not limited to:

- Production of a full driving licence valid at the time of issue of the hire vehicle.
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.
- Any applicable endorsements as advised by the replacement vehicle supplier.
- For drivers under the age of 21 provision of a replacement vehicle may be subject to the use of their own insurance, where available, for the duration of the hire period. Any costs incurred in this event will not be covered. If the driver's own insurance cannot cover this, alternative transport (see option B below) will be required.
- A valid payment card is required. Alternatively, the supplier will require a deposit of not less than £50 and may also undertake a simple credit check before releasing the vehicle to you.
- A minimum insurance excess of £500, in the case of damage to or theft of the hire vehicle.
- Limitations on the availability and/or engine capacity of the replacement vehicle drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc.
- The collection and delivery service is limited to a maximum delivery distance of 30 miles and is subject to availability. You are responsible for making arrangements for the return of the hire vehicle to the replacement vehicle supplier.
- If the hire vehicle is not taken at the time and receipt of the hire vehicle is delayed at your request and with the AA's agreement, you are responsible for arranging delivery directly with the replacement vehicle supplier. (The AA may be prepared to assist with these arrangements).
- The collection and delivery service (or equivalent) is available from the chosen replacement vehicle supplier, subject to availability, and also subject to the replacement vehicle supplier's terms and conditions and to your payment of the replacement vehicle supplier's fuel charges connected with collection and delivery. A minimum of two hours' notice is required by the replacement vehicle suppliers to arrange the delivery of a vehicle, with an additional two hours to deliver.
- If the AA's chosen replacement vehicle supplier refuses hire for any reason, and subject to prior price approval and authorisation from the Onward Travel (also known as Stay Mobile) team who can be contacted by calling **0370 4050 606**, you are entitled to arrange a hire vehicle from another vehicle hire provider. Claims for the reimbursement of costs of such hire should be made in writing and sent together with proof of purchases and receipts to: The AA, Onward Travel Claims, Agency Accounts, The AA., Plant, Basing View, Basingstoke, RG21 4HG.

Onward Travel Benefit option B: Alternative Transport Costs	
What is covered	What is not covered
<ul style="list-style-type: none">• Costs (up to a maximum of £100 per party per trip) for alternative transport incurred by you and up to a maximum of seven passengers (see General Terms and Conditions, Section J) travelling to a single UK destination that have been agreed at the time of breakdown by the Onward Travel team. They can be contacted by calling 0370 4050 606. Claims should be made in writing and sent together with proof of purchases and receipts to: The AA, Onward Travel Claims, Agency Accounts, The AA., Plant, Basing View, Basingstoke, RG21 4HG.	<ul style="list-style-type: none">• Costs that have not been agreed and authorised by the Onward Travel Team.

Onward Travel benefit option C: Overnight Accommodation

What is covered	What is not covered
<ul style="list-style-type: none">The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of the AA's choice for You and up to a maximum of seven passengers (see General Terms and Conditions, Section J), up to a maximum of £150 per person, and an overall maximum of £500 per party per trip.The cost for one single standard class rail ticket for any authorised driver to collect the vehicle following repair, up to a maximum of £250.	<ul style="list-style-type: none">Any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

Section I: Accident Assist

Underwritten by AA Underwriting Insurance Company Limited.

Important information

AA Accident Assist is designed to help You if You have a motor accident in Your Vehicle. At our sole discretion we can offer You:

- Recovery of Your Car to one of our approved body repair garages and repair of Your Car
- In the event of a Non-Fault Accident, a Replacement Hire Car
- In the event of an At-Fault Accident, a small Courtesy Car which will be provided by the AA Approved Repairer

What is covered

- AA Accident Assist is available if You have a Non-Fault, or At-Fault Accident in Your Car, but the amount of support we can offer You will depend on whether the accident is Non-Fault or At-Fault and is subject at all times to our discretion. The AA's sole decision on liability (i.e. whether the accident was a Non-Fault or At-Fault Accident), is final. To help us make a decision on liability, you must promptly give the AA all relevant information about the accident, including, the name, address of the other person(s) involved in the accident along with their vehicle and insurance details as well as any other information we reasonably request in regard to all matters relating to the accident. It will help us to confirm who is at fault if You can also supply the name and addresses of any witnesses, if available.
- AA Accident Assist does not replace your motor insurance policy and is not a substitute for Your legal requirement for Your Vehicle to be insured. AA Accident Assist does not cover Your liabilities to others.

1. Recovery

After a Non-Fault Accident:

If You are involved in a Non-Fault Accident, we can recover Your Car if it is not mobile or is unsafe to drive after an accident. We can arrange and manage repairs to Your Car and there is no excess to be paid. We can also arrange a Replacement Hire Car via a hire car company. We will pay for these services on your behalf and recover these costs from the at fault driver's insurance company.

After an At-Fault Accident:

If You are involved in an Accident that was your fault and you will be making a claim on your motor insurance policy, we can recover Your Car if it is not mobile or is unsafe to drive after an Accident. This process will also apply if the other driver was uninsured.

We will not charge You for the recovery service regardless of whether you use the AA Accident Assist service or not.

2. Repairs

After a Non-Fault Accident:

- (a) Following a Non-Fault Accident, the AA will take Your Car to the AA Approved Repairer who will carry out an assessment of the damage caused. If You were in a Non-Fault Accident, the estimate will be supplied to us for review. If the repairs are economical and viable and You agree to use the AA Approved Repairer, we will then instruct the AA Approved Repairer, to carry out the repairs and we will pay for these.
- (b) If the AA considers that repairs to Your Car are not economical or viable, we will inform You of this and You will need to claim from your motor insurance.
- (c) Provision of Repairs is subject to the following:
 - (i) You agree to and will support the AA in recovering any repair costs in your name, in accordance with clause 6 (Subrogation) of the General Terms and Conditions on page 19 and if any costs for repairs that the AA has paid for are recovered by You or paid direct to You, You must pay such costs to the AA.
 - (ii) You agree to use an AA Approved Repairer.
 - (iii) You tell the AA as soon as Your Car becomes available for You to drive again.
 - (iv) You collect or arrange delivery of Your Car when notified by the AA Approved Repairer that Your Car is ready for collection or delivery.
 - (v) If You are VAT registered You will be liable for the VAT element of the repairs, which You should recover in the normal way from HMRC.
 - (vi) The AA does not guarantee that Your Car will be delivered to the AA Approved Repairer during the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair.

After an At-Fault Accident:

- (a) Following an At-Fault Accident, the AA will take Your Car to the AA Approved Repairer who will carry out an assessment of the damage caused or will arrange recovery of Your Car from your home address. The AA Approved Repairer will estimate the damage and arrange approval to proceed with the repair from your insurer, who will pay for the repair and recovery fee.
- (b) If the AA Approved Repairer is not authorised by your insurer to proceed because your insurer considers that repairs to Your Car are not economical, or for any other reason, your insurer will inform You of this and will oversee management of your motor insurance claim. If for any reason Your insurer declines the claim, You will be responsible for the recovery and storage costs.
- (c) The AA does not guarantee that Your Car will be delivered to the AA Approved Repairer during the opening hours of the AA Approved Repairer, or that the AA Approved Repairer will be immediately available to undertake any required repair.

3. Mobility

Replacement Hire Car following a Non-Fault accident

- (a) Following the Non-Fault Accident the AA will arrange the supply of a Replacement Hire Car and we will pay the cost of the Replacement Hire Car if Your Car cannot be driven or is considered unsafe.
- (b) AA Accident Assist is available only for Your Car (as defined) and the only type of vehicle that the AA will arrange to be hired to You will be a four wheeled car (subject to availability).
- (c) If Your Car is uneconomical to repair and You make an insurance claim under 2(b) above, We will continue to pay for a Replacement Hire Car, however we will decide how long the Replacement Hire Car can be hired for. It is your responsibility to keep us updated on the progression of this insurance claim. Failure to do so may result in us ceasing to pay for the Replacement Hire Car. If You do not accept a reasonable offer to settle the insurance claim, we may refuse to pay further hire costs.

- (d) Provision of a Replacement Hire Car is subject to the following:
- (i) You agree to and will support the AA in trying to recover any Replacement Hire Car costs in your name in accordance with clause 6 (Subrogation) of the General Terms and Conditions on page 19 and if any costs are recovered by You or paid direct to You and the AA has paid for the provision of a Replacement Hire Car, You must pay such costs to the AA.
 - (ii) You agree that the AA selects the Replacement Hire Car supplier and the car to be hired.
 - (iii) You agree that the AA will decide how long a Replacement Hire Car can be hired for and for the AA's decision as to the duration of any such hire is final.
 - (iv) You enter into a car hire rental agreement with the AA's chosen supplier.
 - (v) You tell the AA as soon as Your Car becomes available for You to drive again.
 - (vi) You return the Replacement Hire Car to the AA's chosen supplier as soon as Your Car becomes available.
 - (vii) You meet the age and licensing rules of the Replacement Hire Car supplier and You follow any terms and conditions of the hire.
 - (viii) If You are VAT registered You will be liable for the VAT element of the repairs, which You should recover in the normal way from HMRC.
 - (ix) We can take details of your claim for AA Accident Assist 24 hours a day, 365 days a year, but can only arrange delivery of a Replacement Hire Car between 9am and 4.30pm Monday to Friday (excluding public and bank holidays).

Small Courtesy Car following an At-Fault Accident

In the event of an At-Fault Accident, the AA Accredited Repairer will provide you with a small Courtesy Car for the duration of any repair. This is subject at all times to availability. In the event that Your Car is declared a total loss, You will not receive a Courtesy Car from the AA Approved Repairer and will need to speak with your insurer about possible mobility options.

4. What is not covered

- 1. If You make a claim for AA Accident Assist that is at all false or fraudulent or support a claim with any false or fraudulent statement or documents You will lose the benefit of AA Accident Assist. In addition, the AA may recover from You any costs paid by way of benefit under this policy. If You fraudulently provided Us with false information, statements or documents the AA may record this on the anti-fraud databases and the AA may notify other organisations.
- 2. Accidents that arise from your unlawful use of drink or drugs.
- 3. Any accident that occurs outside England, Wales or mainland Scotland.
- 4. Any accident if You are claiming against a person who does not have a valid motor insurance policy or a person who cannot be identified or traced.
- 5. Any accident that You have reported to your motor insurer and in relation to which your motor insurer has declined cover.
- 6. In respect of the repairs:
 - (a) The AA will not pay for repair costs when You make your own arrangements for repairs to Your Car after the accident.
 - (b) The AA will not pay for repairs to vehicles that are not Your Car.
- 7. In respect of the Replacement Hire Car:
 - (a) Fuel.
 - (b) other charges arising from Your use of the Replacement Hire Car such as (without restricting in any way the type of charges being referred to here) any insurance excess charges, charges arising from damage to the hire car by You and daily hire charges arising if You keep the Replacement Hire Car after Your Car has been repaired.

- (c) Replacement Hire Car cannot be supplied with a tow bar and therefore Your caravan or trailer will, if eligible, have to, be recovered under National Recovery (Relay).
- (d) The AA cannot guarantee that they will be able to provide a replacement hybrid or electric vehicle.
- (e) The AA will not pay for Replacement Hire Car costs when You make your own arrangements for car hire after an accident.
- (f) If we arrange and pay for a Replacement Hire Car but subsequently it is established to the AA's reasonable satisfaction that the accident was not entirely the other person's fault, we will not pay any further Replacement Hire Car costs. However, we will not seek to recover from You any costs that we have already paid prior to notifying You of Our decision provided the accident details You have supplied are true and complete.
- (g) Daily hire charges that You incur when Your Car has been repaired and is ready for collection.
- (h) If the AA has arranged a Replacement Hire Car on your behalf but your own insurer is dealing with the damage to Your Car, You will not be covered if You fail to keep Us updated on the progression of the car damage when asked.

Section J: General Terms, Conditions and Exclusions for UK Breakdown Assistance

1. Exclusions: UK Breakdown Assistance Cover does not provide for:

(a) Any vehicle servicing or re-assembly

For example, where servicing or re-assembly is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the AA or its agents

(b) Garage labour costs, that is;

the cost of garage or other labour required to repair your vehicle, other than labour provided by the AA or its agents at the scene of the breakdown or which is covered under the AA's Accident Assist;

(c) Vehicle repairs following fuel draining, that is;

any costs towards repairing Your Vehicle following the draining or removing of fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any subsequent work required;

(d) Having your vehicle stored or guarded in your absence;

In the event that the AA does agree to, or needs to arrange, storage of your vehicle, for example without limitation, because the AA is not reasonably able to locate the delivery address you have provided or you have not provided, or do not provide when the AA requests, adequate delivery instructions, the AA will be entitled to charge you reasonable storage charges;

(e) Service to vehicles on private property unless relevant permission is given, that is;

the provision of service when your vehicle is on private property e.g. garage premises, unless you can establish that you have the permission of the owner or occupier;

(f) Excess passengers

the provision of any service or benefit to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown (up to a maximum of 8, including the driver), or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;

- (g) **Trade transportation**, that is;
the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
- (h) **Transporting from trade premises**, that is;
the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- (i) **Locksmiths, tyre, glass or bodywork specialists costs**, that is;
the cost (including any call out charge) of any locksmith, glass, or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on your behalf, however it will not pay for these specialist services and any contract for services provided will be between you and the relevant specialist. If the use of a locksmith or other specialist would, in the AA's professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
- (j) **Transporting animals**, that is;
the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does at its absolute discretion, agree to transport an animal, then this will be at your own risk. It is your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
- (k) **Participation in sporting events**, that is;
assistance for vehicles broken down as a result of taking part in any "motor sport event", including but not limited to racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be motor sports events.
- (l) **Commercial use**: Assistance will not be provided for any vehicles used at any time for any commercial purpose, such as carrying items/people for money, delivery or collection of goods, transporting people, or carrying equipment, tools or materials for commercial purposes (or any combination of private, domestic and commercial use).

2. Accident Recovery:

Where a roadside repair is not possible

- (a) If the accident is not a non-fault accident or, if the accident is a non-fault accident but you do not wish to use the Accident Assist service, the AA may provide recovery following an accident. Where an insurance claim is being made, the AA will seek to recover these charges from your insurer and you will remain liable for these charges until full settlement is reached with your insurance company, the AA reserves the right to reclaim their recovery cost provided under this policy from the insurer of a known third party driver, who was at fault in relation to the incident.
- (b) You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your motor insurance policy.
- (c) Where you do not request the services from the AA at the time of the incident and/or where you arrange for assistance and recovery services to be provided by another provider, the AA will make no contribution toward the cost of these (either to you or the provider).
- (d) If following an accident, you require one of the Onward Travel services, the AA may be prepared to arrange this for you but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause.

Section 3. General Terms and Conditions that apply to the whole of this UK Breakdown Cover Policy

Section A: General rights to refuse service

If the claim is not made by a Royal Bank of Scotland Platinum customer or an authorised driver of a Royal Bank of Scotland Platinum customer's vehicle then the AA reserves the right to refuse service.

Please note: if You are refused service by the AA, you have the right to an explanation in writing (see "Making a Complaint" Section 3, Section D for contact details).

1. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
 - (a) Repeat breakdowns within 28 days, that is where service is requested to deal with the same or similar cause of breakdown (including running out of fuel or charge) to that which the AA attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. The AA shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of the AA or its appointed agent.
 - (b) Unattended vehicles, that is where you are not with your vehicle at the time of the breakdown or accident and you are unable to be present at the time that assistance arrives;
 - (c) Unsafe, unroadworthy, unlawful etc vehicles, that is where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, your vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
 - (d) Assisting where unsafe or unlawful activities, that is where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);
 - (e) Delay in reporting, that is where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
 - (f) Unreasonable behaviour, that is where the AA considers, on reasonable grounds, that you: (i) or anyone accompanying you, or who is receiving or is entitled to receive assistance in connection with your UK Breakdown Cover is behaving or has behaved in a threatening or abusive manner to the AA's employees, mechanics or agents, or to any third party contractor; or (ii) have falsely represented that you are entitled to services that you are not entitled to; or (iii) have assisted another person in accessing UK Breakdown Cover to which they are not entitled; or (iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.
 - (g) The recovery of unaccompanied children, that is the recovery of any child under 16 years of age unless they are accompanied at all times by an adult (unconnected with the AA or its agents).

Additional services

2. Any additional services made available by the AA which are not described in these Terms and Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

Use of agents

3. Service from dedicated AA mechanics is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

Requests for assistance

4. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If you contact a garage direct, you will have to settle its bill and the AA will be under no obligation to reimburse you.

Emergency nature of Breakdown service

5. AA mechanics are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst the AA mechanics will exercise such care and skill as is reasonable in a roadside emergency situation, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

Subrogation

6. In the event that the AA provides Accident Assist the AA will be entitled to take over and conduct at the AA's expense and in your name:
 - (a) The negotiation defence or settlement of any claim against the at fault driver for recovery in respect of costs paid by the AA for Accident Assist;
 - (b) Legal proceedings to recover for the AA's benefit any payments made for AA's Accident Assist;

You must give the AA all documentation, help and information they may need.

The AA reserves the right to recover costs paid by the AA for Accident Assist from your own motor insurance and you must assist the AA to recover of costs paid by the AA for Accident Assist from your motor insurance.

Matters outside the AA's reasonable control

7. While the AA seeks to meet the service needs of Royal Bank of Scotland Platinum account customers at all times, its resources are finite, and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, roads that are not reasonably accessible by the AA, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

Exclusion of liability for loss of profit etc

8. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses; or (b) any loss of: (i) profit; or (ii) business; or (iii) contracts; or (iv) revenue; or (v) anticipated savings; or (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

Enforcement of Terms and Conditions

9. Failure to enforce or non-reliance on any of these Terms and Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
10. None of the Terms and Conditions, or benefits of, UK Breakdown Cover are enforceable by anyone else other than the Royal Bank of Scotland Platinum account customer. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

Use of headings

11. The headings used in this Policy are for convenience only and shall not affect the interpretation of its contents

Section B: Closing your Royal Bank of Scotland Platinum account and cancelling your insurance

If your Royal Bank of Scotland 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 account terms.

The Royal Bank of Scotland Platinum account Breakdown Cover forms a core part of your Royal Bank of Scotland Platinum account and it cannot be cancelled in isolation. If you wish to cancel this cover, you will need to close or downgrade your account. If your account is not closed or downgraded, this cover will remain active for as long as your Royal Bank of Scotland Platinum account remains open.

If you choose to close or downgrade your Royal Bank of Scotland Platinum account in order to cancel any or all of your benefits you will not be entitled to any refund, reduction or rebate of your account fee. There is no cash alternative to any benefit (or any part of it).

Section C: Changes to your policy and withdrawal of cover

If Royal Bank of Scotland decides to alter or remove the Royal Bank of Scotland Platinum account Breakdown Cover or change to another insurance provider they will give you at least 30 days' notice in accordance with your account terms.

Section D: Making a Complaint

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: **0344 209 0556** or **0161 333 5910**

Email: **customer.solutions@theaa.com**

Post: Customer Solutions
The Automobile Association
Park Square, Bird Hall Lane
Cheadle Heath
Stockport
SK3 0XN

Text Phone users can contact us using Relay UK by prefixing any of our numbers with **18001**.

We will either acknowledge your complaint within 5 working days of receipt or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period, we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service or an alternative dispute resolution (ADR) body for help and advice.

There are several ways you can contact the Financial Ombudsman Service:

Phone: **0800 023 4567** or **0300 123 9 123**

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

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

Post: The Financial Ombudsman Service Exchange Tower London E14 9SR

Section E: Financial Services Compensation Scheme

Onward Travel is provided by Acromas Insurance Company Limited and AA Accident Assist, which is provided by AA Underwriting Insurance Company Limited are covered by the FSCS.

As you have Onward Travel you may be entitled to compensation from the FSCS if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. Likewise, as you have AA Accident Assist you may be entitled to compensation from the FSCS if AA Underwriting Insurance Company Limited cannot meet its obligations in relation to that cover. The entitlement to compensation will depend on the type of business and the circumstances of the claim. General insurance (such as Onward Travel and AA Accident Assist), provided by a regulated insurer such as Acromas Insurance Company Limited (for Onward Travel) and AA Underwriting Insurance Company Ltd (for AA Accident Assist) is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at **www.fscs.org.uk** or telephone **0800 678 1100** or **0207 741 4100**.

Roadside, At Home, and National Recovery are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and the cover provided by this company does not fall within the FSCS.

Section F: Fraud

If we discover that you, anybody insured under this policy or anyone acting for you has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- misrepresented any answers to our questions or withheld any relevant information in order to influence us, or the Insurer, to accept a claim; or
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by the insurer, us, or any other Insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void.

We may:

- treat your policy as if it never existed from the date of the fraud or misrepresentation
- serve you a 7-day notice of cancellation on all other policies that you hold with them; and
- pass details to the Police and fraud prevention agencies; or
- refuse to pay the whole of your claim if any way fraudulent, false or exaggerated and recover from you any costs that have been incurred.

Section G: Which law applies

Your Royal Bank of Scotland Platinum account UK Breakdown Cover and these Terms and Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State, for the purpose of your Royal Bank of Scotland Platinum account UK Breakdown Cover, is the United Kingdom. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

Section H: Communications

Royal Bank of Scotland are able to provide this document in Braille, large print or audio format upon request. Your local branch will arrange this for you or you can contact Royal Bank of Scotland on **03457 24 24 24**.

Section I: How we use your personal information

AA use of your personal data

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), and the Automobile Association Developments Limited (which provides the services to you).

For full details please visit our privacy notice at <https://www.theaa.com/privacy-notice-breakdown-services>. The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer.

We may update those privacy notices from time to time.

Personal data we hold, use and the reasons for processing

We collect and use your personal data to provide you with Roadside assistance, to develop new products and services and to review and improve current products and services, to comply with legal and regulatory obligations and requirements, helping us improve products or services, improve the operating of our businesses, to share information with business partners in order to provide our products and services or operating our business, and to enable other group companies to perform any of the above purposes. These uses are generally needed to provide the services to you and for our legitimate interest.

Disclosures and Transfers

We share your information within the AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above.

There might be instances where the AA rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses and the Roadside assistance products. Where there is access to data from international locations, we have appropriate contractual safeguards in place.

Your rights

Below is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we will comply or not with your request, including the reasons why.

You have the right to be informed about the processing of your personal information; to have your personal information corrected; to object to processing; to request restriction of processing; to have your personal information erased; to request access to your personal information and how we process it; to move, copy or transfer your personal information; and rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

For full details on how we use your information, please see the full privacy notice for the AA using the link above.

Section J: Royal Bank of Scotland Privacy Statement

For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our 'Privacy Notice') provided on our website [**www.rbs.co.uk/privacy**](http://www.rbs.co.uk/privacy)

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 Capillary Technologies Europe Limited, a private company incorporated in the United Kingdom with Company Number 03297240, and having its registered office at 15 Alfred Place, London, United Kingdom, WC1E 7EB (from this point on referred to as “we/us/our”).
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 **membershipbenefits.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, Building 1000, Lakeside North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EZ 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.

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 4 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 2XB

We 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.

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.

rbs.co.uk

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