



AA Visa Card Terms and Conditions

Please read before applying for an AA Visa credit card

Last updated: June 2004

Credit agreement regulated by the Consumer Credit Act 1974.
This is a copy of your agreement for you to keep.

Conditions of Use

1. Important financial information

1.1 We will decide your credit limit and tell you what it is. We may change it at any time and will let you know about any change. We will only reduce your credit limit if we have a good reason, for example, your circumstances change or because of our experience of the risks of lending.

1.2 We will charge interest as follows.

	On balance transfers , related interest and charges	On cheques , related interest and charges	On cash advances , related interest and charges	On purchases and all other amounts
Special promotion rate	0% each month	N/A	N/A	N/A
Special promotion start date	From opening account	N/A	N/A	N/A
Special promotion period	6 months	N/A	N/A	N/A
Monthly rate (variable)	1.313% each month	1.313% each month	1.313% each month	1.313% each month
Annual Percentage rate (variable)	16.9% APR	16.9% APR	19.3% APR	16.9% APR

Interest Free Period

Up to 57 days on purchases if you pay off your balance in full each month by the due date on both the previous and the latest statements.

There is no interest-free period on balance transfers, cash withdrawals or credit card cheques.

Allocation of Payments*

If you do not pay off your balance in time, we will allocate your payments to balances with a 0% interest rate before balances with higher interest rates.

Minimum Payments

2% of the outstanding balance or £5 (or the full amount due if less than £5) whichever is the greater.

Fees

No annual fee.

Charges

- Cash advance fee: 2% or minimum £2
- Foreign Exchange Commission: 2.75%

Default Charges

- Late payments fees: £25
- Overlimit fee: £25
- Returned payment fee: £20

*For full information on allocation of payments see section 3.4 of the terms and conditions. These details are correct as at 17 June 2004.

The special promotion rate will apply as shown above. We may send you notice about other special promotion rates under condition 8.2.

We make a handling charge of 2% (at least £2) for **cash advances**.

When we work out the APRs, we do not take into account any changes to the interest rates, charges or fees. We may change these and introduce new charges or fees at any time by giving you notice under condition 8.2.

1.3 We apply the interest rates to your average daily balance and charge it to your account each month. So the earlier you make a payment, the less interest you have to pay. However, if you pay the total balance shown on your current

statement (and have paid the total balance on the previous statement) by the **payment dates**, we will not charge you interest on **purchases** shown on your current statement. Other than as described above, we will charge you interest on **purchases** and **cash advances** from the date of the **transaction** and for **cheques, balance transfers** and all other amounts from the date we first charge the amount to your account. If you have not paid an amount shown on one statement at the date of the next statement, we will add the interest we have charged on that amount to the balance we charge interest on. We will continue to charge interest, at our usual rates, on any unpaid balance after this agreement has ended and both before and after we have got a court judgment. In any month we may allow you to miss or reduce your monthly payment. If we do this, we will continue to charge interest on the full amount you owe on your statement (including on the interest for that month).

1.4 We will send you a monthly statement, unless there have been no payments into or out of the account during that period and the balance on the account is nil. You must repay 2% of the amount you owe us, or £5, whichever is more. If the amount you owe is less than £5, you must pay the full amount. Your statement will show the minimum you must pay and the **payment date**.

1.5 If you make transactions in a foreign currency, we will change the amount to sterling at the exchange rate used by the **payment system**. We will charge 2.75% of the value of each foreign-currency **transaction**. The sterling amount shown on your statement will include this charge. If the **transaction** is a **cash advance**, we also charge the **cash advance** handling charge shown in condition 1.2.

1.6 You must also pay the following charges.

- £25 each time you do not make a minimum payment by the **payment date**.
- £20 each time a direct debit, cheque or other item is not paid, including a **cheque** which you write.
- £25 if your account balance is over your credit limit on a statement date.
- £10 each time we send you a letter because your payments are not up to date.

We may change these and introduce new charges at any time by giving you notice under condition 8.2.

2. Words with special meanings

'We', 'us' and 'our' mean the Governor and Company of the Bank of Scotland and any organisation that takes over the benefits of this agreement. The words 'you', 'your' and 'yours' refer to the person who entered into this agreement with us. The following words appear in bold because they have a special meaning. **Balance transfer** – any balance we allow you to transfer from another UK account. **Card** – any credit card that we give you or any additional cardholder to use with your

account. **Cash advance** – cash, traveller's cheques or foreign currency obtained by using the **card**. **Cheque** – a cheque which we send you to draw money from your account. **Continuous payment authority** – your instruction for us to make regular payments to someone. We will pay them when the person you have authorised to receive the payment asks us to. **Payment date** – the date by which you must make your minimum monthly payment. **Payment system** – the payment system under which we issue the **card** and any of the people or organisations who own and operate the system. **Pin** – your personal identification number for you or any additional cardholder to use with the **card**. **Purchases** – goods and services bought using the **card** or card account number. **Transaction** – a **purchase**, **balance transfer** or **cash advance** made or **cheque** drawn by you or any additional cardholder.

3. Using your account

3.1 We will open a credit card account for you and give you and any additional cardholder a **card** each. As long as this agreement covers it, we may send you a different type of credit card from the one you asked for, and replace it with a different type of credit card. We may refuse to replace a **card** if you do not keep to this agreement. You must not let your account go over your credit limit or use your account if it is already over your credit limit. Your account must not be used for illegal **transactions**. We will charge to your account any amounts arising under **transactions**, which you or any additional cardholder make, and any other amounts you have to pay us under this agreement.

3.2 You cannot use **cheques** to pay off any amounts you owe us or to make payments in foreign currencies.

3.3 **Cards** and unused **cheques** belong to us. If we ask you to, you must not use them and must return them to us. We will only ask for them if we have a good reason. For example, if you are not keeping to this agreement, or for security, technical or design reasons. If we ask you to return the **card** or if we believe the **card** is being misused, we may also put a 'stop' on it. This will prevent you from using it. We may change the account number or **pin** at any time if we have a good reason. You or any additional cardholders must only use the **cards** between the 'valid from' and 'end dates' printed on them.

3.4 We will only accept that you have paid any money you owe us when we receive your payment at our processing centre. We use all payments you make first to pay off amounts that we do not charge interest on. Then we pay off amounts that we charge interest on, starting with those which we charge interest on at the lowest rate, then those with interest at the next lowest rate and so on up to the highest rate of interest. This will apply even if you ask us to use payments in any other way.

4. Stopping payments and refunds

4.1 You can stop a **cheque** if you tell us before we pay it. You can stop a **continuous payment authority** if you tell the person you are paying in time. You cannot stop other **transactions**.

4.2 We will only make a refund to your account if we have reasonable proof that you are entitled to a refund.

5. Security

You must sign your **card** and make sure that any additional cardholders sign their **cards** as soon as you get them. You must make sure that you and any additional cardholders:

- keep the **card** and **cheques** safe and keep the **pin** and other security information secret at all times;
- do not allow anyone else to use your **card**, **pin** or other security information;
- always learn your **pin** and other security information and destroy any notice of the **pin** straightaway; and
- do not write down or record your **pin** or other security information without disguising it.

6. Lost and stolen cards

6.1 You must call us immediately on **0845 300 0344** if the **card** or **cheques** are lost or stolen or could be misused, or someone other than you or any additional cardholder knows the **pin**. You need to give us the **card** number. If we ask, you must write to us within seven days to confirm your call. The address is **AA Visa Card Services, Pitreavie Business Park, Dunfermline, Fife KY99 4BS**.

Generally, you will not be liable for misuse of a **card**, **cheque**, or **pin** (other than by you or an additional cardholder), including where the **card** is used before you receive it. You will be liable (unless you are protected by the Distance Selling Regulations 2000) for misuse by a person who got the **card** with your permission until you tell us about the possibility of misuse. We may give the appropriate authorities any information we consider relevant about the loss, theft or misuse of a **card**, card account number, **cheque** or **pin**.

6.2 If you find any **card** or **cheque** after you report it under condition 6.1, you must cut it in half and, if we ask, return it to us.

7. Breaking the agreement and if you die

If the agreement is broken, we will charge you for any loss, costs or expense we have to pay as a result. You must pay us immediately any amount you owe that is more than your credit limit and the amount of any transaction that breaks this agreement. We may ask for immediate payment of the full amount you owe if:

- you break this agreement repeatedly or in any significant way;
- you die;
- you have told us something misleading or false; or
- you are in financial difficulties (for example, you are likely to be made bankrupt).

We will follow the correct legal requirements when we do this.

8. Changes

8.1 You must write to us immediately if you or any additional cardholder change your name or address.

8.2 We can change this agreement, including the interest rates and charges, for any good reason. We will give you at least 30 days' notice in writing of any change. This condition does not apply to changes to the credit limit, which we can change under condition 1.1 above.

8.3 We may offer you benefits along with your account and we will tell you what benefits we offer. We may change, withdraw or suspend these benefits at any time by giving you reasonable notice.

9. How we limit our liability

We always try to provide a high level of service, but we will not be liable if:

- a **card** is damaged;
- any person or machine refuses to accept a **cheque** or a **card**, or keeps it; or
- we cannot carry out any of our responsibilities to you because of strikes, power cuts, equipment faults, or other causes beyond our reasonable control.

10. Additional cardholders

You must pay for all **transactions** made by any additional cardholder. This applies even if the additional cardholder makes you break this agreement. We may give any additional cardholder information about your account. You may only cancel any additional **card** by cutting it in half and, if we ask you to, by returning it to us.

11. Ending or suspending this agreement

11.1 You may end this agreement immediately by giving us written notice. We may end this agreement by giving you written notice. Normally our notice will be at least 30 days, but, if there are exceptional circumstances for doing so, we can end this agreement immediately. If we do this, we will send you notice immediately after the agreement has been ended, unless by law we must tell you first. If your agreement is ended, you must pay us everything you owe (including amounts we have not yet put on the account). You must also destroy all **cards**, by cutting them in half, and destroy all unused **cheques**, or return them to us if we ask.

11.2 We may restrict or suspend your account at any time without notice if we reasonably believe it is necessary for business or security reasons.

12. Transferring rights under this agreement

12.1 You may not transfer any of your rights or duties under this agreement.

12.2 We may transfer any or all of our rights or duties under this agreement to another organisation (including organisations outside the European Economic Area). If we do this, we may let them have any information about you or an additional cardholder. We may also arrange for any other person to carry out our rights or duties under this agreement. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

13. General

13.1 We may send any notice or other information to the last address you gave us. We will treat them as arriving four days after we posted them (if sent to an address in the UK) or 10 days after we posted them (if sent abroad).

13.2 We can monitor and record phone calls to or from us. We do this to check what was said and also to help us train our staff.

13.3 We can delay in enforcing, or fail to enforce, our rights under the agreement without losing them. We may also accept part-payments marked as 'payment in full' or with similar wording without losing our right to claim full payment.

13.4 Each paragraph and subparagraph in these conditions is separate from the others. This means that, if we cannot enforce any one paragraph or subparagraph, it will not affect our right to enforce any of the others.

13.5 Nobody other than we or you can enforce any part of this agreement, under the Contracts (Rights of Third Parties) Act 1999.

13.6 This agreement is governed by Scottish law.

Creditcare

Insurers

St Andrew's Life Assurance plc (Registered No 3104670) and St Andrew's Insurance plc, Registered No. 3104671) both with head offices at St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA. St Andrew's Insurance plc is a member of the General Insurance Standards Council (GISC). St Andrew's Life Assurance plc, St Andrew's Insurance plc and Bank of Scotland are connected companies as all are HBOS plc group companies.

Eligibility

To be eligible for cover you must be under 65 at the start of cover, in employment or self-employed and a principle cardholder of a AA Visa Card issued by Bank of Scotland, your Visa Card payments must not be in arrears.

Please note that you are responsible for ensuring the accuracy of all answers given and that if you do not disclose all relevant information, or if the information is inaccurate, claims may be affected or we may cancel your policy.

Cover

If you are under 65:

- and have been unable to work for at least 15 days due to accident or sickness, or for at least 30 days due to redundancy, Creditcare could pay could pay £10 or 10% of the insured balance ("Monthly Benefit") (whichever is more) up to a maximum of £1500 per month for up to 12 months and in the event of your death, Creditcare could settle your outstanding balance or credit limit, up to £30,000.

If you are over 65:

- and are confined to hospital as the result of an accident for at least 7 days, Creditcare could, pay a sum equal to 1/30th of your Monthly Benefit for each day you are in hospital up to £1,500 per month for up to 12 months.
- and in the event of your accidental death, Creditcare could settle your outstanding balance or credit limit, up to £30,000.

Please note all cover under the Policy ceases when you reach the age of 70.

Goods purchased using your AA Visa Card are covered for loss or damage for 12 months from the date of purchase, up to £500 per item and £2,500 in total (the first £15 of every claim is excluded).

Exclusions

As with other insurance policies there are some exclusions and these are stated in brief below:

- Your claim results from any medical condition which was in existence at the start date of the term of cover and which is constant and controlled rather than cured or has re-occurring symptoms and has required long-term monitoring or treatment.
- Your claim results from any medical condition, whether diagnosed or not which you knew about or should reasonably have known about or which you had seen or arranged to see a doctor during the 12 months immediately before the start date of the term of cover. If you have been free from symptoms and have not consulted or received treatment from a doctor within a two-year period prior to a claim this exclusion will not apply.
- Your claim is the result of normal pregnancy or related condition, an episode of self-harm, drug or alcohol abuse, a mental or nervous disorder or any stress-related condition, AIDS/HIV, cosmetic treatment or war risks.
- You become redundant before the start of your cover, or your redundancy is notified or commenced in the first 60 days of cover or you knew of your redundancy at the start of the cover.
- Your redundancy is voluntary, due to a strike or labour dispute, or a regular and recurrent feature of your employment.
- Redundancy due to the end of a fixed term contract, if you have been in employment for 12 months and your contract has been renewed at least once or if you have been in employment for a total unbroken period of 2 years with the same employer, then this exclusion will not apply.
- You are not eligible for cover under the Redundancy Insurance Part of the Policy if you are self-employed.
- Loss or damage to purchases caused by wear and tear, cleaning, dyeing, restoring, or repairing; electrical or mechanical breakdown, losses while the items are unattended, inadequately secured or outside the UK.

Claims

If you have to make a claim you will have to contact our Claims team to go through the circumstances of your situation. How we deal with claims and how benefit payments are made will be explained in full in your Certificates of Insurance issued with your Credit Card.

A specimen policy is available on request from Card Services.

Merchandise Care and Loss of Card Cover

You'll be covered by free merchandise care and loss of card cover.

Insurers

St Andrew's Insurance plc

St Andrew's House

Portsmouth Road

Esher

Surrey KT10 9SA

Registered in England, No: 3104671. A member of the General Insurance Standards Council.

St Andrew's Insurance plc and Bank of Scotland are connected companies as both are HBOS plc group companies.

Benefits

In the event of an insured article being lost or damaged within 60 days of the date of purchase the policy could pay at the insurers option the cost of repair or replacement of the insured article up to a maximum of £500 in respect of each insured article.

In the event of loss of the card an amount up to £50 will be paid to cover unauthorised use of the card. Please note loss must be immediately reported to Bank of Scotland.

Exclusions

The Insurers must be notified of a claim within 45 days of the date of loss or damage.

As with other insurance policies exclusions apply such as:

- Loss or damage caused by normal wear and tear, any gradually operating cause, or from cleaning, dying, restoring, adjusting or repairing;
- Loss or damage arising from electrical or mechanical breakdown;
- Damage arising from inherent product defects;
- Losses occurring outside of the UK;
- Losses occurring while property is left unattended, not adequately secured or left unattended in a vehicle.

The first £15 of every claim is excluded.

Card Care

Card Care is provided by St Andrew's Membership Services Ltd, acting as agents for the insurer, St Andrew's Insurance plc (Registered No 3104671) with head office at St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA. St Andrew's Insurance plc is a member of the General Insurance Standards Council (GISC). Benefits: Emergency cash advance to meet hotel bill payment and replacement travel tickets (subject to status, loans repayable in full within one calendar month); up to £100 of personal money; cover of up to £2,500 against unauthorised use of cards that occurs before the cardholder reports the incident to us or their card issuer; assistance to help retrieve lost or stolen keys, mobile phones or luggage. If you accept this cover, your name, address and account details will be passed to St Andrew's Membership Services Ltd for the purpose of billing your account with the appropriate premium now and for future renewals. An insurance policy pack will be sent to you, which details all benefits, terms and conditions and provide information on the complaints procedure.

Fraudulent claim prevention

Information about you and your insurance cover will be held by the insurers in their records for the purpose of your insurance. This includes underwriting, processing, claims handling and fraud prevention. In the event of an insurance claim, you consent to any information that you provide whether on the application form, the claim form or otherwise, will be put onto a Register of Claims through which insurers share such information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from the Insurer.

Customer service

It is our aim with the Insurers to provide a high standard of service. However there may be occasions when you feel that this has not been achieved. If you have any reason to complain or enquire about the Policy you should initially contact:

Creditcare: Customer Liaison Manager, St Andrew's Group plc, St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA.

Card Care: St Andrew's Membership Services Limited, St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA.

If you are still dissatisfied, you have the right to refer to the Financial Ombudsman Service, which is authorised to consider most complaints, to review your case. The address to write to is Financial Ombudsman's Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. This does not affect any right of action you may have.

Financial services compensation scheme

For your added security, should any of the insurers become unable to meet their liabilities under the policy, you may be entitled to compensation under the Financial Services Compensation Scheme. Further details are available on request from the Insurers.

Choice of law

English law allows parties to choose the law applicable to a contract. The contract will be subject to the law of England and Wales unless the insurer agrees with you in writing that some other law will apply before the start date.

General

The information given above is only a brief outline of the detailed policy terms, which are available on request. A policy document will be sent to you once you have been accepted for cover; please read this carefully. If you are not happy with the policy terms provided you may cancel your policy within 30 days of receiving it and receive a full refund of any premium paid, provided you have not made a claim. You will be told about your rights to cancel when you are sent your policy terms and conditions.

Bank of Scotland is a member of the General Insurance Standards Council (GISC). We are responsible for the advice we give and for arranging your policy. Because we place some of our insurance with one insurer, we can only advise you about the cover provided under our scheme with that insurer. We have agreed to comply with the GISC Private Customer Code, a copy of which is available on request.

The logo and Bank of Scotland are registered trademarks of the Governor and Company of Bank of Scotland.

Legal and Regulatory Information

Credit facilities are provided subject to status by Bank of Scotland, Pitreavie Business Park, Dunfermline, Fife KY99 4BS. To apply you must be at least 18 and a UK resident. Written quotations are available on request from Bank of Scotland, Pitreavie Business Park, Dunfermline, Fife KY99 4BS. The balance transfer rate of 0% p.a. applies for all balances transferred for the first six months from the date the account is opened. The **APRs** are **16.9%** (variable) for all transactions except cash advances and **19.3%** (variable) for cash advances. The 0% p.a. rate does not apply to balances transferred from an existing AA Visa card, which will be transferred at **16.9% APR**. The minimum monthly payment required will be 2% of the outstanding balance or £5 (or the full amount due if less than £5), whichever is the greater. For cash withdrawals, a handling charge of 2% of the amount of your cash withdrawal (minimum charge £2) will be debited from your account.

AA Visa Rewards are not provided for balance transfers, cash advances nor interest or charges incurred. The AA Visa Reward Scheme is offered by Centrica Personal Finance Limited. Telephone calls may be recorded for security purposes and monitored under our quality control procedures.

Full details of AA Visa Reward scheme can be obtained from AA Visa Reward Scheme, PO Box 3, Diss, Norfolk IP98 1HH.

Data Protection Act

If you make an application, the information you provide will be held on computer and used in a credit scoring process. An enquiry will be made with Credit Reference Agencies, who will record this fact so that it can be viewed by other Agency users. Your information will also be checked with fraud prevention agencies and if fraud is suspected we will record this and those details will be shared with other subscribing organisations.

You must be entitled to disclose information about any co-applicant or guarantor and anyone else referred to by you, and to authorise us to search and record information at Credit Reference Agencies about each of you. You understand that an association will be created at the Credit Reference Agencies, which will link your financial records.

If you apply for insurance your information will be passed to the insurers to enable them to provide the facility. They may also use your information for statistical analysis and administration purposes. The insurers may make similar fraud prevention checks to those described above.

Any sensitive information obtained will only be processed in order to provide the service requested.

Your personal data will be treated in confidence and will not be disclosed to any third parties however, it may be shared with any company from time to time forming part of the same Group as Centrica plc (including Centrica Personal Finance Limited and those using the British Gas, Scottish Gas, AA and One.Tel brands) who may use it for marketing, research, statistical analysis and administration purposes. A list of such companies is available on request. Your data may also be disclosed where permitted by law or where you have given your consent. You may be contacted by mail, telephone, email or other reasonable method with details of products or services offered by one of the above or their carefully selected partners. Your information will not be disclosed outside the Centrica group for marketing purposes. If you do not wish to hear from the AA about other products and services, please write to us at Data Unit, Centrica, Freepost NWW15306, City House, City Road, Chester CH88 3YZ. Under the terms of the Act you have the right to obtain a copy of the information held about you upon payment of the appropriate fee.

Uses of Data

A service of quality

We (Centrica Personal Finance Limited) place paramount importance on customer service and aim to meet your expectations on every occasion. To achieve this aim we need accurate personal information about you. Please help us take prompt and efficient action by informing us of any changes to your personal circumstances by writing to us. We have a legal obligation under the Data Protection Act to ensure that all information held and processed about you complies with the principles of the Act. The Act requires all personal information to be treated in the strictest confidence and to be used only for purposes of which you are aware.

Confidentiality

We will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name and address will be disclosed to anyone, other than in exceptional cases permitted by law. These are:

- where we are legally compelled to do so;
- where there is a duty to the public to disclose;
- where disclosure is required to protect our interest;
(This will not be used as a reason for disclosing information about you or your accounts, including your name and address, to anyone else for marketing purposes.)
- where disclosure is made at your request or with your consent.
(This can be either as a result of an application for a product or service or by signing an explicit declaration as part of the application. Consent does not need to be in writing if the service is provided over the telephone.)
- where audit is required by appropriate regulatory and code of practice organisations.

From time to time we will employ agents and sub-contractors to process your information on our behalf. The same duty of confidentiality and security will apply to our agents and sub-contractors and all processing will only be carried out under our instruction and will be supported by written contract. Sometimes, these companies may be located abroad in countries that do not have data protection laws. In these circumstances we always take great care to ensure that your personal information is kept safe and secure.

Using your personal information

Providing the service for which you have applied Your details will be used in providing the service you applied for and for the ongoing administration of the service. If you are taking out insurance, your details will be passed to the insurers for this purpose. If you make a claim, any information you provide to the insurers may be put onto a register of claims through which insurers share such information to prevent fraudulent claims. A list of the participants and the address of the operator are available from the insurers.

Keeping you informed We may disclose your information to the Centrica plc group (including Centrica Personal Finance Limited and those using the British Gas, Scottish Gas, AA and One.Tel brands) and their carefully selected partners so that they can contact you (by mail, email, fax or telephone) to inform you of their other relevant products and services. We may use information we obtain from your account transactions in this decision-making process. We will only contact you by fax where you have given us your explicit consent. Your information will not be disclosed outside the Centrica group for marketing purposes. These companies may also use your information for research, statistical analysis and administration purposes. You are, of course, under no obligation to apply for any of the services or products offered. If you prefer not to receive any of this information, please write to us at Data Unit, Centrica, Freepost NWW15306, City House, City Road, Chester CH88 3YZ.

A list of companies in the Centrica group is available on request

Research and statistical analysis We will use your details to assist us in understanding individual needs and business trends in order to improve the products and services we offer.

Protecting our customers

We always try to protect you from entering into any agreement that may not be in your best interest. When you apply for credit we may use a process known as Credit Scoring. This will help us to assess your application to ensure that you are able to repay the borrowing comfortably and fulfil our duty to you as a responsible lender. Declined applications based on this automated technique can be reviewed manually on request. In considering an application we will search your record at Credit Reference Agencies. They will add to your credit file details of our search and your application and this will be seen by other organisations that make searches. We will also add to your record with the Credit Reference Agencies details of your agreement with us, the payments you make under it, any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these records to:

- help make decisions about credit and credit related services for you and members of your household;
- help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
- trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

For these purposes we or they may make further searches. The Credit Reference Agencies and fraud prevention agencies will also use the records for statistical analysis about credit and about insurance and fraud. If you have experienced problems obtaining credit we recommend you request a copy of your credit file from the Credit Reference Agencies. They will charge for this service. Their addresses are shown below.

Introducers and affinity partners

If you were 'introduced' to us by a third party and/or have a relationship with or are supporting one of our affinity partners, we will give them your contact details and sufficient information about you to help with their accounting and administration. Introducers or affinity partners may use these details to contact you about products and services unless you have asked them not to do so.

Sensitive data

The Data Protection Act defines information about the following as 'sensitive' (racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health, sexual life, criminal proceedings and offences). If you apply to us for insurance, we may ask you for some 'sensitive' details. We will only use this information to provide the service you require and we will ask for your explicit consent. Some transactions that you (or an additional cardholder) make on a card account may cause sensitive or confidential details to appear on your statement. If your card is used for such transactions, we believe that the details appear on your statement with your explicit consent.

The details we hold

These uses of your personal information are covered by our notification under the Data Protection Act. Under the terms of the Act, you have the right to obtain a copy of the information we hold about you, upon payment of the appropriate fee. We hope that you have found the information contained here of interest. Please be assured that we will actively review your personal information on a regular basis to ensure it is accurate. If you have any questions or concerns on the use of your personal information, please do not hesitate to contact us at any time.

Credit reference agencies' addresses

If you would like a copy of your credit file, please write to the following, enclosing a

cheque or postal order for £2. You will need to tell them your full name and address(es) for the last six years.

Experian limited
Consumer Help Service
PO Box 8000
NOTTINGHAM
NG 1 5GX
Tel: 0870 241 6212
www.experian.co.uk

Equifax plc
Credit File Advice Centre
PO Box 11 40
BRADFORD
BD15US
Tel: 0870 010 0583
www.equifax.co.uk

Callcredit plc
Consumer Services Team
PO Box 491
LEEDS
LS3 1WZ
Tel: 0870 060 1414
www.callcredit.plc.uk

For our business customer

The Data Protection Act does not apply to companies in themselves but it does extend to sole traders and partnerships. When an application is received from a business, in addition to the above information, information may be sought from credit reference agencies on the company directors and/or partners as individuals.

Telephone calls may be recorded for security purposes and monitored under our quality control procedures.

Our complaint handling procedures meet the standards required by the Financial Services Authority or Finance and Leasing Association (as applicable). A copy of these procedures is available on request.

We are committed to meeting the needs of all our customers. If you have a hearing or speech impairment, you can use Typetalk whenever you contact us.

For the visually impaired we can provide documents in large print, Braille or on audiocassette. Please contact us for details.