



## TERMS AND CONDITIONS

### 1. INTRODUCTION

AA Loans are provided by Bank of Ireland (UK) plc.

In this Agreement, we, Bank of Ireland (UK) plc (company registration number 7022885) of Bow Bells House, 1 Bread Street, London EC4M 9BE, agree to lend and you agree to borrow the amount of credit shown on page 1 of your Agreement.

AA Financial Services Limited (company registration number 912211) of Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA is the Credit Intermediary.

### 2. PAYMENTS

2.1 You must repay the "Total amount payable" (as set out in the Agreement) in the amounts and on the repayment dates we notify to you. Your repayments have been calculated to include interest payable on the amount of credit. Payment will be by direct debit unless we agree otherwise. If any due date for payment falls on a bank holiday or weekend, then payment will be made on the next business day.

You agree that punctual payment is an essential term of this Agreement.

2.2 Any repayment you make shall, at our reasonable discretion, be applied in the following order:

- (i) first against any interest, costs and fees you have incurred; and
- (ii) against the amount of credit specified in the Agreement.

### 3. WITHDRAWAL

3.1 You will have a period of time in which to withdraw from the Agreement. You must give notice before the period of 14 days starting with whichever is the latest of (a) the day after the Agreement is made, and (b) the day after you receive a copy of your signed Agreement or notification that the Agreement has been signed by both parties. If you do not withdraw from the Agreement within this period, you will be bound by its terms. The Agreement will then continue unless brought to an end by you or us.

3.2 If you withdraw from this Agreement under clause 3.1 above, you must repay the total 'Amount of credit' plus any interest that has accrued from the date the credit was provided until the date it is repaid within 30 days beginning with the day after the day on which you told us you wanted to withdraw. If you do not repay the amount of credit plus interest this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

### 4. EARLY REPAYMENT

4.1 You can repay all or part of the credit borrowed under this Agreement at any time. If you wish to make an early full or partial repayment, you must:

- (a) give us notice orally or in writing. Our contact details can be found at the "Early repayment" section of your Agreement; and
- (b) make the repayment before the end of the period of 28 days beginning with the day after we receive notice from you, or on or before any later date specified in the notice.

4.2 Where you take the steps listed in clause 4.1 above, the amount you owe us will be reduced by an amount equal to the sum of the amount paid and any statutory rebate, where applicable.

4.3 On or after making an early partial repayment, you can ask us to give you a statement showing the effect of your early repayment on your loan account, which we will provide before the end of the period of seven working days from the day we receive your request.

4.4 Please note that if you make an early partial settlement, your remaining balance can then be repaid within a shorter credit period or your remaining instalments can be reduced and the original credit period can remain unaltered. If you make a partial early repayment we will reduce the term of your Agreement unless you request otherwise.

4.5 Please note that early payments to your account will be allocated to the oldest outstanding debt first.

**5. OUR RIGHT TO TERMINATE AND DEMAND PAYMENT**

5.1 We will send you a written default notice under the Consumer Credit Act 1974 if any of the events listed below occur:

- (a) you fail to pay any repayment or other sum due under this Agreement by its due date;
- (b) you fail promptly to keep to your side of this Agreement;
- (c) if you have a bankruptcy petition or order presented or made against you (or its equivalent in Scotland) or have charges levied against any of your assets;
- (d) you propose/enter into a voluntary arrangement with your creditors;
- (e) you die;
- (f) if any information provided by you before or after the date of this Agreement is found to be inaccurate or untrue; and/or
- (g) we have reasonable grounds to suspect unauthorised use of the credit such as fraud, theft or dishonesty.

5.2 If you do not put right your default by the date specified in the default notice which we send you under clause 5.1 above, then we will treat you as having repudiated this Agreement. This means that we will be able to take all or any of the following steps:

- (a) demand immediate repayment in full of the outstanding balance of the total amount payable plus any interest, fees, charges and other sums due and payable under this Agreement;
- (b) terminate this Agreement;
- (c) enforce any security which we may hold for your obligations under this Agreement; and/or
- (d) report your default to a credit reference agency.

**6. COSTS AND EXPENSES**

6.1 If you fail to comply with any provision of this Agreement, then you must pay us our reasonable costs and expenses, including our reasonable legal costs which we incur in perfecting, protecting and enforcing our rights and remedies under this Agreement against you. Please refer to the "Charges for late payment" section of the Agreement and below at Clause 6.2 for details of the default charges which we may charge you.

6.2 If we do not receive your monthly repayment by its due date, the following default sums may be charged:

- For each missed or unpaid direct debit: £12.

6.3 We may vary the default sums listed in clause 6.2 above by giving you not less than thirty days' written notice in order to comply with changes in laws and regulations or to take account of changes in the costs of running our business.

6.4 Interest payable on any default sums shall be on a 'simple interest' basis and will be charged 29 days after the day on which you receive a Notice of Default Sums.

6.5 If we have to locate you, then we will charge you Tracing Agents fees at the agent's standard rates which are current at that time.

6.6 At our discretion, these charges will either be debited to your account, payable by you on demand or be dealt with as provided by Clause 2.

**7. USE OF LOAN**

You acknowledge that the Cash Loan shown in "Total amount payable", or any part of such Cash Loan is not made under pre-existing or contemplated future arrangements between us and any supplier of goods or services and is not subject to any other restrictions concerning its use.

**8. ASSIGNMENT**

8.1 We may transfer, assign, or charge this Agreement or any or all of our rights or duties under this Agreement to any other person. You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your loan will be serviced. If after any such transfer, the arrangements for servicing the loan do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result.

8.2 This Agreement is personal to you and you may not transfer or assign any of your rights or duties under this Agreement.

## 9. RIGHT OF SET-OFF

If a refund is due to you under this Agreement, but you owe us money under or in connection with any other agreement you have with us, you authorise us to, and agree that we may, set off the refund against any amounts due from you to us.

## 10. DATA PROTECTION - using your information USE OF YOUR INFORMATION – DATA PROTECTION

### 10.1 Considering your application

AA Personal Loans are provided by Bank of Ireland (UK) plc. Both Bank of Ireland (UK) plc and AA Financial Services Limited (a member of the AA Group) are independent data controllers with respect to their own use of your personal information collected under or in connection with this Agreement/application and they will each use this information in the ways described in this Agreement (including in this Clause 10) and in the application, as relevant.

To help Bank of Ireland (UK) plc (“Bank”, “we” or “us”) decide whether to enter into this agreement with you, we will search your record at one or more of our Credit Reference Agencies when you submit your application. They will provide us with information, including information from the electoral register and information about your credit history. A record of our search will be made and this together with information we hold about you and which we share with the Credit Reference Agencies will be available to other organisations that make similar searches. This may mean that a search footprint is placed on your credit file at the Credit Reference Agencies which may be seen by lenders and other organisations not related to us. This may impact on your ability to obtain credit elsewhere for a short period of time. Information held about you by the Credit Reference Agencies may already be linked to records relating to any person with whom you have previously stated there is a financial association, such as a spouse or financial associate with whom you have a personal relationship that creates a joint financial unit in a similar way, for example if you are living at the same address at the same time (“associated person”). For the purposes of this Agreement/application you may be treated as financially linked to such associated person(s) and your application assessed with reference to any associated records.

If you are a joint applicant or if you have told us about an associated person as part of this application, you must be sure that you are entitled to: (i) disclose information about your joint applicant and such associated person, and (ii) authorise us to search, link or record information about you and such associated person in our own records and at any or all Credit Reference Agencies.

Any information about an associated person which you disclose to us will be recorded by the Credit Reference Agencies. This will link your financial records including other names and addresses used by you and such associated person. In future applications by either or both of you, each of these financial records will be taken into account and this process will continue until one of you successfully files a disassociation at the Credit Reference Agencies. If your circumstances change such that you are no longer a financial unit with another person you should contact the Credit Reference Agencies about this.

We may also use information we hold regarding any other agreement you have with us or any Bank of Ireland Group company. We may also use a credit scoring system or other automated decision making system for the purposes of assessing your application and for the ongoing administration and management of the loan.

Any information we hold about you or an associated person may be used for statistical analysis (whether or not an application is refused or declined).

Records remain on file at the Credit Reference Agencies for 6 years after they are closed, whether settled by you or defaulted.

You can contact the Credit Reference Agencies directly to find out what information they hold about you. The information they hold may not be the same so you may wish to contact more than one. They are entitled to charge you a small statutory fee.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414  
Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 0100583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)  
Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk).

This information is condensed. If you want to receive full details of how your personal information may be used for the credit reference purposes described in these Clauses 19.1 and 19.2, please write to Customer Services at: AA Personal Loans, PO Box 248, Sheffield, S98 1QF.

### 10.2 Use and disclosure of your information

We will add to your record with the Credit Reference Agencies by giving information relating to your Agreement/application and information about your repayment record. We will also tell them of any default and any change of address you fail to tell us about where any payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies when you submit your application and periodically during the term of this Agreement and if you give us false or inaccurate information, and fraud is identified, we will pass details to them. Law enforcement agencies may also access and use this information

The information we obtain will be shared with and crosschecked by other businesses, including Bank of Ireland Group companies, other lenders, fraud prevention agencies, companies or other bodies which maintain registers of assets and interests in them, any insurers, third parties engaged by us and anyone who introduced you to us. Some such organisations may be located in countries outside the European Economic Area (please see Clause 10.4 for further details). We and other organisations may also access and use this information to manage your account and to prevent crime including fraud and money laundering, for example:

- (i) to check details on applications for credit and credit related services or other facilities;
- (ii) to verify your identity;
- (iii) to trace debtors or recover debt;
- (iv) to manage credit and credit related accounts or facilities and administer your loan;
- (v) to check details on proposals and claims for all types of insurance;
- (vi) to check details of job applicants and employees;
- (vii) to carry out statistical analysis and market research; and
- (viii) to develop and improve the products and services we provide and make available.

If you want to receive details of those fraud prevention agencies from whom we obtain and with whom we record information about you, please write to Customer Services at: AA Personal Loans, PO Box 248, Sheffield, S98 1QF. We, Bank of Ireland Group companies and other organisations may access and use from other countries the information recorded by fraud prevention agencies and this may mean that your personal information is processed outside the European Economic Area (please see Clause 10.4 for further details).

We will use the personal information we obtain from you, together with information obtained from the Credit Reference Agencies and fraud prevention agencies in order to assess your application, make decisions about the suitability of this product for you, conduct product analysis and development, ensure our compliance with relevant regulatory and legal requirements and fulfil the administration and maintenance of this product.

By signing this Agreement and submitting the application you explicitly consent to the credit reference and fraud prevention checks described in Clauses 10.1 and 10.2 when you submit your application and you confirm that you have the authorisation of the joint applicant or associated person, as relevant and as described in Clause 10.1.

We will share the personal information we hold about you with other Bank of Ireland Group companies and AA Financial Services Limited. AA Financial Services Limited may also in turn share this information with other members of the AA Group.

AA Financial Services Limited (and other members of the AA Group) will use this information in order to provide, develop and improve its (or their) products and services, for analysis purposes and to better understand its (or their) customers, to send you follow-up communications, and otherwise in accordance with the AA privacy policy which can be found online at: [http://www.theaa.com/termsandconditions/privacy\\_policy.html](http://www.theaa.com/termsandconditions/privacy_policy.html) or by writing to the Data Protection Officer at The AA, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA for a copy. This policy explains in greater detail how the AA Group uses and shares personal information.

### 10.3 Direct Marketing including your consents

Bank of Ireland (UK) plc and other companies in the Bank of Ireland Group would like to use your personal information to contact you about other products, services and offers that might be of interest to you. For this purpose, we may make use of an automated decision making programme now and in the future.

By signing this Agreement and submitting the application you indicate your consent to receiving marketing communications by post, phone and e-mail/SMS unless you have indicated an objection by ticking the relevant box(es) in the application. Opting-out of marketing in this way may limit the information, products and services that can be offered to you. You can stop us at any time from contacting you for marketing purposes or giving your details to others for that purpose by writing to: Customer Marketing Preferences (AA Personal Loans), PO Box 248, Sheffield, S98 1QF.

In addition, by signing this Agreement and submitting the application you consent to AA Financial Services Limited and the AA Group using your personal information for administration and (unless you have previously told the AA Group you do not want to receive this information) keeping you informed by mail, telephone, email and SMS of other products and services from the AA Group and its partners. The AA Group privacy policy explains how you can opt-out of receiving these communications if you so wish. Opting out of marketing in this way may limit the information, products and services that can be offered to you.

Bank of Ireland (UK) plc and the AA Group operate separate customer databases and so any opt-out preference you give to Bank of Ireland (UK) plc or to the AA Group will only apply to communications (which may or may not be AA branded) from the party you provide this preference to.

#### 10.4 Processing of your personal information outside the EEA

From time to time, we may disclose or transfer personal information about you to persons or companies who are based outside of the European Economic Area so they may process your personal information as our data processors. We will take steps with a view to ensuring that such persons or companies agree to give your personal information at least the same level of protection as we are required to give it in the UK and act solely on our instructions. Any such processing may be for any of the purposes listed in sub-clause 10.2 above and for such other purposes as may be permitted in accordance with data protection law.

#### 10.5 Sensitive Data

In the course of your application, you may have provided personal information to us of a sensitive nature (e.g. relating to a disability you may have). You do not have to give us this information if you do not want to. If you choose to provide details of any disability, this will only be used to provide additional assistance where possible.

#### 10.6 Your right to information

You have a legal right to receive a copy of the personal information we hold about you. To obtain a copy of this information, you should apply in writing to Customer Services at: AA Personal Loans, PO Box 248, Sheffield, S98 1QF. A small statutory fee will be payable and we are entitled to charge this under data protection law.

The AA Group privacy policy contains information about how you can access the personal information held about you by AA Financial Services Limited and the AA Group.

By signing this Agreement and submitting the application you are agreeing to the use of your personal information by Bank of Ireland (UK) plc in the ways described in this Clause 10 and in the application.

### **11. GENERAL**

11.1 You shall immediately notify us of any change in your address.

11.2 You must ordinarily reside in the United Kingdom

11.3 Where more than one Customer is detailed in this Agreement, all persons named as Customers shall jointly as well as severally comply with the terms of this Agreement. This means that each of you could be held liable for the payment of all sums due under this Agreement.

11.4 We may decide from time to time, not to enforce some or all of our rights under this Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.

11.5 Any supplier or other person through whom this Agreement may have been introduced, negotiated or conducted, is not our agent for the purposes of such introduction or negotiation, subject as provided by law. If the word "agent" is used, it shall be construed in a descriptive sense only and not as implying any legal relationship.

11.6 This Agreement takes effect only when it has been signed by all parties.

11.7 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.

11.8 Your Agreement is in English and all communications issued under or in connection with it will be in English.

## 12. COMPLAINTS AND NOTICES

12.1 If you wish to make a complaint, in the first instance, please either speak or write to the person or department that has given you the service you would like to complain about. A copy of our complaints procedure is available upon request. We can usually resolve your complaint straight away. If we cannot, we will tell you how long it will be before we can give you an answer. If you are unhappy with the response you receive, please refer to 12.2 below.

12.2 Please contact Head Office by calling us on: 0800 032 0034 (lines are open from 8.00 am to 8.00 pm Monday to Saturday, and 9.00am – 5.00pm on Sunday. We are closed on bank holidays).

If you would like to put your complaint in writing, please address it to: Customer Services Department, AA Loans Customer Service Team, PO Box 248, Sheffield, S98 1QF. When we receive your letter of complaint we will reply to you within five working days. We will always deal with your complaint as quickly as we can. We will keep you updated by sending you a letter, advising you of the current status of your complaint, within four weeks of receiving it. If we have not been able to deal with your complaint within eight weeks of receiving it we will write to you and explain the stage we have reached and what we plan to do next. If at this stage you are not happy with the progress we have made you have the option of referring your complaint to the Financial Ombudsman Service if you are a consumer. If you deal as a business customer then you may be able to complain to the Financial Ombudsman Service. The Ombudsman will be able to tell you whether or not he can look at your complaint.

12.3 If you have a complaint that we do not resolve to your satisfaction, the Financial Ombudsman Service may be of assistance. They can help resolve disputes between financial institutions and their customers. They are entirely independent and the service is free of charge to consumers. Ask us for a leaflet, or contact the Financial Ombudsman Service for details at: Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

12.4 If you wish to send any notice or request to us under any statute or otherwise, you may contact AA Loans Customer Service Team, PO Box 248, Sheffield, S98 1QF.