# Silver Benefit Terms



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

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# Silver Account Mobile Phone Insurance Terms

#### 1. Introduction

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

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

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

#### 2. Registering your phone

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

#### 3. Period of Cover

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

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

#### 4. What is covered?

- a. This cover is for the phone you use on a daily basis only. It does not apply to phones used on a daily basis by anyone else, including your partner or your children even if you pay the bill. If your account is in joint names, cover is also provided for the phone the other account holder uses on a daily basis. No other phones are covered. There is no cover for phones that are owned by your employer.
- Cover applies worldwide, but we can only arrange a replacement phone or a repair when you are back in the UK.
- c. You will be able to make a maximum of one approved claim for incidents reported to Brightstar in any 12 month period, or if this is a joint account each account holder can make one approved claim in any 12 month period, subject to a total maximum of two per account.
- d. You will pay a contribution of £100 for each approved replacement claim (the "Replacement Excess") and approved repair claim where you mail-in your phone to us to be repaired (the "Mail-In Repair Excess"), and £50 for each approved repair claim you make if you take your phone to our repair agent or our repair agent comes to your location to repair your phone (the "Repair Excess"). The applicable excess will be collected from you by Brightstar before we replace or repair your phone. If you paid the Repair Excess and your phone is not repairable, is ineligible for repair, or we determine that a replacement is necessary, we will inform you that a replacement phone will be

provided to you upon payment of a £50 Claim Conversion Fee. If you do not pay the Claim Conversion Fee, the phone will not be replaced. It will be returned to you by mail (if you originally mailed in your phone), or will be made available to you for collection at the authorised repair agent and the Repair Excess will be refunded to you.

- e. Cover is limited to phones that:
  - i. have a screen size of less than 7 inches (measured diagonally);
  - ii. are the manufacturer's standard design and specification;
  - iii. cannot be used as a satellite phone; and
  - iv. have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

#### 5. What we will do

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

#### 6. What is not covered?

- a. Theft or loss of your phone where the circumstances of the claim suggest you have deliberately put the phone at risk.
- b. Theft from an unattended vehicle unless the vehicle was locked with security systems activated and the phone concealed from view in an enclosed storage compartment, such as boot, luggage space or glove box.
- c. Any claim where you do not provide the IMEI number or the IMEI number you provide is currently recorded as lost or stolen.
- d. Any claim for a phone other than the one used by you on a daily basis.
- e. Any claim for a phone owned by your employer.
- f. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
- g. Any loss related to you being unable to use your phone.
- h. Cosmetic enhancements you have made to your phone, for example plating or embellishment with precious metals, stones or crystals.
- i. Any costs you have to pay due to unauthorised use of your phone.
- j. Financial loss you suffer because of your phone being used to access your bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to your phone.
- Cosmetic damage to the surface of the phone such as scratches and dents that don't affect how the phone works.
- I. Any claim following damage or breakdown:
  - (a) you've caused deliberately;
  - (b) caused by having the phone repaired by someone other than the manufacturer or one of their authorised repair agents;
  - (c) caused by technical modifications made to the phone by someone other than the manufacturer;
  - (d) caused by misuse or failure to follow the manufacturer's instructions; or
  - (e) caused by a virus or the use of software or accessories not approved by the manufacturer.
- m. Any damage or breakdown that is covered by either the manufacturer's warranty or the replacement phone warranty provided by Brightstar as part of a previous claim.

  Or a claim that is the result of a manufacturer's defect or recall of your phone.

- n. Any claim caused because of your phone being confiscated by an authority such as the police or border control.
- o. Any claim where you have failed or refused to provide documents or other information necessary to support and/or verify your claim.
- Any losses caused directly or indirectly by circumstances beyond our control as the situation was abnormal or unforeseeable (for example, due to terrorist activity or industrial action).

#### 7. Making a Claim

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

Brightstar can be contacted as follows:

Online: www.rbs.co.uk/benefits

Call: 0345 607 5154

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

· Write to:

Royal Bank of Scotland Insurance Services

Brightstar

Claims Department

Weston Road

Crewe Cheshire

CW1 6BU

- a. You must pay the excess (as set out in section 4) before Brightstar will repair or replace your phone.
- b. If your damaged or broken-down phone cannot be repaired, we will provide you with a replacement phone and your phone must be returned to Brightstar. You will need to hand it over when the replacement phone is delivered.
- c. Following loss or theft of your phone, you must notify your network provider as soon as reasonably practicable after the event so they can block your phone. Failure to notify your network provider of the loss or theft of your phone may affect your ability to make a claim under this policy.
- d. Your original phone will become Brightstar's property once a replacement phone has been issued. If a lost or stolen phone is then found, you must contact Brightstar immediately to arrange its return.
- e. You will need to confirm the IMEI number of your phone when making your claim. You can obtain this from your phone by dialing \*#06# on the phone's keypad. Alternatively, you can find it on the box your phone came in or on the receipt.
- f. If your phone has been stolen, you must report it to the police, and request a crime reference number as this report may be requested by Brightstar to validate your claim.
- g. If your claim is for damage or breakdown, before Brightstar can arrange repair or replacement of your phone, you must ensure any information, data, photos or apps are updated before disconnecting it from any external systems, data storage or security systems that it's linked to, such as Apple Find My iPhone or iCloud.
  This process will be explained during the assessment of your claim and Brightstar will check that it has been disconnected before arranging your repair or replacement. No replacement phone will be issued if your phone is reconnected to any external systems.
- h. If your phone is being replaced, Brightstar will try to provide you with the same make and model of phone, although it may be a different colour. In the unlikely event that Brightstar's suppliers do not have your phone in stock, Brightstar will offer you an alternative phone. This will be at least the equivalent technical specification of your phone but may be a different make, model or operating system or have different features and functions.

- i. All replacement phones that are refurbished models will come with a 12-month warranty provided by Brightstar. In addition, there is a 24-month warranty on any repairs performed on your phone, provided by the repair agent if (i) you take your phone to our repair agent or (ii) our repair agent comes to your location to repair your phone. If you mail your phone to us to be repaired, your phone will be repaired by a manufacturer accredited repair agent using genuine parts and includes a 12 month limited warranty provided by the repair agent. In the unlikely event that your replacement phone develops a fault, please contact Brightstar on 0345 607 5154. The team will guide you through some checks and if the issue cannot be resolved over the phone, they will arrange for your phone to be returned for repair. Phone repairs under this warranty do not affect your insurance claims limit and there is no excess to pay. Cover for breakdown under your insurance policy will resume when Brightstar's warranty expires.
- j. All stock that is refurbished uses genuine parts. It will have been refurbished by the manufacturer or a manufacturer accredited repairer and will be in an 'as new' condition, meaning it will be fully working with brand new cosmetic parts. In the unlikely event that the replacement phone you receive has cosmetic damage when you receive it, you must notify Brightstar within 72 hours of accepting the delivery. If you notify Brightstar later than this, they may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone Brightstar have provided you with is not covered under the warranty.
- k. Brightstar may ask you to provide proof of your ownership of the phone and other information, documents or receipts reasonably necessary to verify your claim.
- I. We and Brightstar may share details of your claim with other insurance companies.
- m. You may be required to provide information in writing and/or through a telephone interview with a claims investigator. You should refer to section 15 for further details on how we and Brightstar will use personal information.
- n. You will not be able to make a claim if the Royal Bank of Scotland has suspended or restricted access to the benefits on your account, in accordance with your account terms.

#### 8. Technical support set-up service

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

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

To take advantage of this service please call us on 0345 607 5154.

Conditions for using the service

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

#### 9. General Conditions

- a. You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under the policy has no rights under this policy to enforce any of its terms whether under statute or otherwise.
- b. We will not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that providing cover, payment of the claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

- c. We and Brightstar may take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this policy.
- d. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we and Brightstar are entitled to approach that insurer for a contribution towards the claim.
- e. Where you fail to co-operate or fail to provide Brightstar and us with information or documentation we and Brightstar reasonably require and this affects Brightstar's ability to process a claim or defend their interests, Brightstar will not pay the claim and will pass details to the Royal Bank of Scotland who may, at their discretion, close your Silver 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 Silver 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 Silver 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 607 5154.

#### 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.
- 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 607 5154** for assistance.

#### C. Telephone Call Recording

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

#### D. Use of Language

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

#### 13. Complaints Procedure

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

Complaints relating to claims or services provided by Brightstar

Write to: Royal Bank of Scotland Insurance Services

Brightstar Customer Relations Department

Weston Road Crewe Cheshire CW1 6BU

Email: Rbscustomerrelations.uk@brightstar.com

Call: 0345 607 5154

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

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

Write to: The Customer Relations Team,

AIG UK

The AIG Building

2-8 Altyre Road, Croydon, CR9 2LG

Email: customer.relations@aig.com
Online: www.aig.co.uk/your-feedback

Call: 0800 012 1301

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

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

**Our Complaints Process** 

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

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

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

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

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

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

Online: www.financial-ombudsman.org.uk

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

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

#### 14. Financial Services Compensation Scheme (FSCS)

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

#### 15. Privacy Notice

#### **Personal Information**

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

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

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

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

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- · Management and audit of our business operations
- · Prevention, detection and investigation of crime, e.g. fraud and money laundering
- · Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside Your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes

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

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

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

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

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

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

#### 16. Fraud

If you make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support the claim, we will not pay the claim and we will pass details to the Royal Bank of Scotland who may, at their discretion, close your Silver Account. We reserve the right to tell the police about any dishonest claim. If we settle a claim that we subsequently discover to be fraudulent, we will take steps to recover our costs from you.

Fraud Prevention and Detection

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

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

Royal Bank of Scotland Specialised Services Brightstar Weston Road

Crewe

Cheshire CW1 6BU

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

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

## Silver Tastecard Terms

- tastecard is owned and operated by Taste Marketing Ltd (registered in England and Wales under number 05545626) (tastecard)
- 2. 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.
- 3. You are automatically registered for this benefit when your account is opened.
- 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.
- 5. 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.
- 6. You are entitled to tastecard membership each year provided your account remains open.
- 7. 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.
- 8. 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.
- 9. 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 607 5154 (Minicom 0370 600 0856) 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.

- 10. We share your information with taste in accordance with our Privacy Policy, available at 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.
- 11. 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.

## Silver Cinema Discount Terms

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

#### **GENERAL**

- The Cinema Discount is provided on behalf of Royal Bank of Scotland by Affinion International Limited, registered in England and Wales (Company Number 01008797) office at Charter Court, 50 Windsor Road, Slough SL1 2EJ.
- 2. Cinema eCodes must not be re-sold.
- 3. You may purchase eCodes using the Royal Bank of Scotland Silver 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**

- Purchases may be made online via the dedicated Royal Bank of Scotland Silver 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 607 5154. 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

- 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.
- 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.
- 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.
- 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.
- 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 Silver account benefits.

#### **PAYMENT**

- You must provide credit or debit card details to secure your eCodes and payment is required in full at the time of booking.
- 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 Silver cinema discount. Please refer to the cinema providers Terms and Conditions for full details.
- 3. All eCodes remain in our ownership until full payment has been received.
- 4. All purchases will be charged to your credit and debit cards in pounds sterling.
- 5. All purchases include Value Added Tax (VAT).

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

#### **CUSTOMER SERVICE**

Membership Services must be contacted for all booking related queries and complaints. Please write to Customer Services Manager, Membership Services, Sentinel House, Airspeed Road, Portsmouth PO3 5RF or call Membership Services on 0345 607 5154. If telephoning, your call will be recorded for quality and training purposes.

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

#### The EC Online Dispute Resolution Platform

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

## Silver Travel Money Terms

#### 1. GENERAL

- 1.1 These Terms apply to your Silver Travel Money which entitles you to receive preferential exchange rates on commission free Travel Money with free home delivery or branch delivery. Travel Money means foreign currency.
- 1.2 You are eligible for Silver Travel Money because you are a Silver account holder.

  If your Silver account is closed, this benefit will end immediately and you will not be entitled to preferential exchange rates on Travel Money with free home delivery or branch delivery.

#### 2. HOW TO ORDER TRAVEL MONEY

- 2.1 All orders for Travel Money should be made by either calling Membership Services on 0345 607 5154 between the hours of 8am and 10pm Monday to Friday and between the hours of 10am and 8pm Saturday and Sunday (excluding Christmas Day and Bank Holidays), or via: rbs.co.uk/silverbenefits. Our Minicom number is 0370 600 0856. Please note that there are minimum and maximum limits on orders. For information please call Membership Services.
- 2.2 Once we confirm your order, you cannot cancel or amend it.

#### 3 DELIVERY

- 3.1 You can order Travel Money up to 10 days in advance and choose a delivery date to suit you.
- 3.2 The Travel Money advisor will notify you of the cut off times for ordering Travel Money.
- 3.3 Delivery times are available from the Travel Money advisor.
- 3.4 Please note delivery times cannot always be guaranteed as there may be occasions when delivery is delayed due to situations outside our control such as severe weather conditions. Please refer to Membership Services for more information.
- 3.5 Saturday collections are available but cannot be guaranteed, i.e. if you request delivery for a Saturday it may arrive Saturday or Monday.
- 3.6 Payment will be taken at the time you order (from an accepted debit card or credit card). The Travel Money advisor will notify you if there are any credit card handling charges at the time that payment is taken for your order.
- 3.7 For home delivery, we deliver Travel Money to the registered payment card address and to addresses within the UK only.
- 3.8 For branch delivery, please check that your selected branch is open on the chosen delivery date. The branch opening hours are available from the Travel Money advisor.
- 3.9 If you are collecting your Travel Money from a branch you will need to provide photographic identification (driving licence or passport) and the credit card or debit card you used to purchase the Travel Money.
- 3.10 If you fail to accept delivery for any reason or if you fail to collect your Travel Money, and the Travel Money is returned to us we will provide you with a refund. However, the amount refunded to your credit card or debit card will be calculated at the rate of exchange applicable at the date of the refund, not the rate used at the time of your order. We reserve the right to make a charge for the delivery charge which we incurred.

#### 4. CUSTOMER SERVICE

4.1 If you have any queries/complaints, please contact Membership Services on 0345 607 5154 between the hours of 8am and 10pm Monday to Friday and between the hours of 10am and 8pm Saturday and Sunday (excluding Christmas Day and Bank Holidays). The Minicom number is 0370 600 0856. We will try to respond to your complaint within 5 working days. If we are not able to respond to your complaint within 5 working days, we will send you an acknowledgement letter to keep you informed of the progress we are making. If you are not happy with the response you receive, you can take this up with the Financial Ombudsman Service. We, but not you, are bound by any decision they reach. Their address is:

Financial Ombudsman Service

Insurance Division Exchange Tower

London

E14 9SR

You must contact the Financial Ombudsman Service within 6 months of receiving our response to your complaint. The Financial Ombudsman Service will not be able to help you unless you have first made your complaint to us.

4.2 Please note that your call may be recorded for quality and training purposes.

#### 5 CONSUMER PROTECTION

- 5.1 We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim. You may be entitled to a maximum of 90% of the claim, without any upper limit. Most retail consumers (this includes private individuals and some small businesses) are eligible under the FSCS.
- 5.2 For further information on the terms governing compensation and details on how to apply please refer to the FSCS at fscs.org.uk

# • Braille, large print or audio format? If you'd like this information in another format, call us on 03457 24 24 24 (Minicom 0800 404 6160)

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the Financial Services Register and our registration number is 114724.

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  ${\bf www.FSCS.org.uk}$ 

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.

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