

## High Cost Credit Provider's Licence Consumer Credit Act, 1995 (as amended)

The Central Bank of Ireland hereby grants to Amigo Loans Ireland Limited t/a Amigo Loans ("the firm")(Central Bank reference number – C175721) of 8 Mount Street Upper, Dublin 2 a high cost credit provider's licence from 26 November 2022 up to and including 25 November 2027. This licence is granted in accordance with the provisions of the Consumer Credit Act, 1995 (as amended) ("the Act") and all business conducted under this licence must be conducted in compliance with the obligations imposed under the Act and any other relevant obligations.

### This licence is subject to the following restrictions:-

1. **Schedule A** to this licence incorporates the firm's own terms and conditions of agreement with its **consumers** and this licence and these terms must at all times be clear and visible to the **consumer** and a copy given to them, and the consequences of them must be explained in simple terms to the **consumer**. The firm must ensure that any changes to its Terms and Conditions are in compliance with the restrictions set out in this licence and applicable legislation.

2. The firm is licensed only to collect repayments on outstanding moneylending /high cost credit agreements advanced by the firm up to and including 25 November 2022.

3. The firm is prohibited from advancing new high cost credit agreements during the period 26 November 2022 up to and including 25 November 2027.

### Schedule A

#### Borrower Terms and Conditions

These Terms and Conditions form part of the agreement that is made between the **consumer** and the firm. This agreement is secured by the Guarantee and Indemnity provided by the **consumer's** Guarantor. The loan amount will be paid to the Guarantor's bank account – this is to prevent fraud. Upon receipt of the loan amount the Guarantor is required to pay the loan to the **consumer** directly or for the **consumer's** benefit in accordance with any instructions the **consumer** gives. Some of the words in this agreement are defined and the **consumer** can find the definitions in the section headed 'Definitions'.

#### Pre-Contract Information

Before the **consumer** agrees to this agreement, the **consumer** should read the Pre-Contract Information that has been provided. Its contents are important. Once the loan has completed, this agreement will be legally binding.

#### Repaying the loan

The **consumer** agrees to pay the firm the amount borrowed and interest, in instalments on the agreed monthly payment date. These payments are very important and the **consumer** will be breaking this agreement if they do not make them.

#### Interest and how the firm works it out

When the **consumer** borrows money from the firm, the **consumer** will pay back the amount borrowed plus interest.

The firm works out interest every day based on the **consumer's** debt. The firm will add the interest to the **consumer's** debt, on the monthly payment date and when the **consumer** repays the debt in full.

#### When the consumer needs to pay the monthly payments

The **consumer** can ask the firm at any time to change their monthly payment date. The firm will consider the **consumer's** request but can refuse to change the date. If the firm wants to change the monthly payment date it will tell the **consumer** at least two months before they make the change (unless the **consumer** agrees to the firm making the change). Where the monthly payment date is not a working day, the payment will be due the working day after the monthly payment date.

#### Breaking the agreement

The **consumer** will have broken this agreement if:

- the **consumer** does not pay their monthly payment on time;
- the **consumer** breaks any of the other terms of this agreement;
- the **consumer** made a statement which is false or misleading when they applied for this agreement; or
- a bankruptcy petition is presented against the **consumer**.

If the **consumer** is behind with a payment, the firm will seek payment of the overdue amount from the **consumer** and the Guarantor by taking an amount using debit card details authorised for use under this agreement. If the **consumer** is in breach of any term of this agreement the firm may send a default notice. On expiry of that notice, the firm may:

- close the **consumer's** account; and
- demand immediate payment of the **consumer's** debt.

The firm may also take court action against both the **consumer** and their Guarantor. If the firm obtains judgement against the **consumer** it may apply for an attachment of a debts/garnishee order (an order directing that any monies due and owing to the **consumer** by a third party are paid directly to the firm), execution against goods order (which may involve a Sheriff/County Registrar going onto the **consumer's** property in order to seize goods), or the firm may register a judgement mortgage over the **consumer's** property and apply for a well charging order and order for sale of the property (a charge is registered against the **consumer's** property, and the property is thereafter sold and the proceeds are used to discharge the debt).

#### How the firm will use the consumer's payments

When the **consumer** makes a payment, the firm will use it to pay the balance in the following order. Firstly, the firm pay any interest that the firm has added to the debt and secondly the firm pays it towards the balance of the **consumer's** debt.

#### Card payment authority

During the pre-payout call, the **consumer** will give the firm consent to collect monthly payments from their debit card. The **consumer** gives the firm consent to use this (and any other card details the **consumer** has given to the firm) to collect each full monthly payment the **consumer** owes until it is paid. The firm will only ever collect full monthly payment(s). The **consumer** can cancel this authority at any time by notifying the firm. If the **consumer** cancels this authority they will have to arrange an alternative way to pay (such as direct debit). Where the card is used as the **consumer's** primary means of making the monthly payment the firm will exercise the rights under the card payment authority on the monthly payment date.

If the firm is unable to collect the monthly payment on that date the firm will try to collect from the **consumer** on the next day. If this is unsuccessful the firm will make

reasonable attempts to contact the **consumer** and the Guarantor to understand why the payment has not been made and when the **consumer** is able to make it. If following reasonable attempts the firm have not managed to contact the **consumer** the firm will exercise the rights under the card payment authority the next day and every third day until the next payment is due.

Where the card is not the **consumer's** primary means of making the monthly payment, following notification that the primary means of making the payment has not been successful, the firm will exercise the rights under the card payment authority on that day. If this is unsuccessful, the firm will make reasonable attempts to contact the consumer and the Guarantor to understand why the payment has not been made and when the consumer is able to make it. If following reasonable attempts the firm has not managed to contact the consumer the firm will exercise the rights under the card payment authority the next day and every third day until the next payment date.

If the firm agrees a payment plan with the **consumer** and the **consumer** fails to make the agreed payment, the firm will exercise the rights under the card payment authority the next day and every third day until the next payment is due. Where more than one payment is due the firm will exercise the rights under the card payment authority to collect the full arrears outstanding and if that is not successful one monthly payment. For the **consumer's** security the firm needs to verify the **consumer's** debit card against the details the **consumer** has provided. For this 'pre-authorisation' check the **consumer's** account must have at least €1 available. This check is not a charge and no funds will be debited from the **consumer's** account. The amount may show as a pending transaction but will be available again within a few days. Once the loan is active the firm may need to repeat this process, every 9 months, to ensure the card is still valid.

#### The firm's rights

If the firm delays in enforcing its rights under this agreement, it will not affect the firm's rights. The firm may also accept late payments or partial payments, or cheques and money orders marked payment in full or something similar, without losing any of the firm's rights under this agreement.

#### Paying a broker

This section only applies if the **consumer** has applied to the firm through a broker or credit intermediary ('broker'). The firm may pay the **consumer's** broker a commission (for introducing the **consumer** to the firm) of up to 20% of the amount borrowed by the **consumer**. By signing this agreement the **consumer** gives the firm authority to pay the broker this amount. The firm will not add this commission to the **consumer's** account.

#### The consumer must tell the firm about any changes

Every so often the firm will need to contact the **consumer** about their account. To make sure that the firm can do this, the **consumer** must tell the firm (within seven days) if the **consumer** has changed their home address, name, email address, or any phone number that the firm uses to contact the **consumer**. The **consumer** can tell the firm about any change in writing to the firm's normal address, by phone, or using the 'My Account' service at [www.amigoloans.ie](http://www.amigoloans.ie).

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If the firm needs to contact the **consumer**, the firm will send all notices, information and statements to the **consumer's** last known address, which shall be the address shown on this agreement unless the firm knows that the **consumer** has moved. The firm may send some notices via email, text message or phone instead. If the **consumer** gets a new payment card the **consumer** should provide the firm with the updated details.

## Changing the terms of the consumer's agreement

The firm may change the terms of this agreement and will tell the **consumer** about any changes. The firm may make reasonable and proportionate changes to take account of:

- market conditions;
- changes in the cost of providing the service to the **consumer**;
- changes, or predicted changes, in legal or other requirements which affect the firm; and
- any changes to the firm's system or product development.

This will not affect the protection given to the **consumer** under Section 102 of the Consumer Credit Act 1995.

The firm will give the **consumer** at least 30 days notice (by putting a message in the **consumer's** monthly statement, or by sending a separate written notice or email) of any change unless it is a change that is to the **consumer's** advantage. If the change is to the **consumer's** disadvantage, the **consumer** may, at any time during 60 days starting from the date the firm gives the **consumer** notice, close the account under this agreement by paying the firm the debt owed at that time. The **consumer** will not have to pay any extra interest or charges for doing so.

## General

The contractual rate of interest will continue to apply to the sums outstanding, both before and after judgement, until the firm receives payment.

The **consumer** agrees that if any part of this agreement is not valid or cannot be enforced, it will not affect any other part of this agreement. Sometimes the firm cannot meet its promises to the **consumer** because of matters beyond the firm's reasonable control. This would include a problem with a computer system, a third-party supplier (such as the postal service) or an industrial dispute. In these cases, the firm will not be legally responsible to the **consumer**.

This agreement applies only to the **consumer** and the **consumer** may not transfer it or any of their rights and responsibilities under the agreement. For business reasons, the firm may transfer their rights under this agreement without the **consumer's** permission provided that the firm takes reasonable steps to ensure that the **consumer's** rights and obligations will not be adversely affected as a result of the transfer.

The firm may record or monitor phone calls.

## Law and language applied to this agreement

Irish Law governs the agreement. The language used in this agreement and any communication with the firm will be English.

## What the consumer should do if they a complaint

The firm is fully committed to dealing with all complaints, fully and fairly, and in a reasonable time. If the **consumer** has a complaint about anything the firm has done, the **consumer** can make a complaint over the phone, on the firm's website at [www.amigoloans.ie](http://www.amigoloans.ie), or by writing to Amigo Loans, 8 Mount Street Upper, Dublin 2. The **consumer** has a right to refer their complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, 1 Lincoln Place, Dublin 2 by email to [info@fspo.ie](mailto:info@fspo.ie) or by phone on +353 1 567 7000.

The European Union has set up an online service to resolve disputes about online transactions. Please visit the Online Dispute Resolution website at [ec.europa.eu/odr](http://ec.europa.eu/odr).

## Who regulates the firm?

The Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1 is the supervisory authority.

## Definitions

'Debt' means any money the firm pays to the **consumer** or Guarantor on the **consumer's** behalf and any interest which is added as a result of this agreement.

'You' and 'your' means the person who is borrowing the loan from the firm, whose name and signature appear on the credit agreement (the "**consumer**").

'We', 'us' and 'our' means Amigo Loans Ireland Limited (the "firm").

'Guarantor', means the person who has agreed to guarantee the firm full repayment of the **consumer's** loan if the **consumer** fails to meet any payments due and whose name and signature appear on the guarantee and indemnity.

'Agreement' means the Moneylending Agreement and the Borrower Terms and Conditions which together form the **consumer's** credit agreement that the **consumer** proposes to enter into with the firm (Amigo Loans Ireland Limited) for a personal loan.

'Guarantee and indemnity' means an agreement where the Guarantor agrees to be responsible for the **consumer's** debt if they break this agreement, and to compensate the firm for any and all loss.

'Account' means the Amigo Loans account, which is opened in the **consumer's** name when the agreement is signed.

## Sharing information

The firm and other members of its group or certain other selected organisations will use the information the **consumer** provides to consider any application for a loan. The **consumer** agrees that the firm may hold and process, by computer or otherwise, any information the firm gathers about the **consumer** as a result of this agreement and any other agreements or applications the **consumer** has made with the firm. Where necessary, for any of the above purposes, as well as to prevent fraud and money laundering, the firm may release the **consumer's** personal information to the firm's regulators, to other members of the group and to fraud-prevention and law-enforcement agencies or to anyone the firm transfers its rights and/or duties to under this agreement. The firm may also release the **consumer's** personal information to others (such as mailing agencies) who carry out certain aspects of the marketing and the administration and processing of this agreement and the **consumer's** application.

The firm may reveal to the Guarantor information supplied to it and details of how the **consumer** is keeping to the loan agreement (including disputes, arrears and legal proceedings). The firm may also release information about payments made under the account to the person who introduced the **consumer** to the firm (for example, a credit broker).

All countries in the European Economic Area (EEA), which includes Ireland, have similar standards of legal protection for the **consumer's** personal information. The firm may provide services from centres outside the EEA that do not have a similar standard of data protection laws to Ireland.

Where the firm is sharing information with organisations in another country, the firm will ensure they agree to apply equivalent levels of protection as the firm does. If the firm is required by law to disclose information – the firm will ensure the sharing of that information is lawful. If the **consumer** writes and asks the firm, the **consumer** has a right to receive a copy of the information the firm holds about them. The **consumer** will need to pay a fee. For general information on the **consumer's** rights in terms of the information the firm holds about the **consumer** please visit: <http://www.oic.gov.ie/en/>.

## Credit-reference agencies

When a **consumer** applies for an Amigo Loans loan, the firm will look at the **consumer's** credit file at credit-reference agencies such as The Central Credit Register and the Irish Credit Bureau. The credit-reference agencies will give the firm credit information about the **consumer**. This credit search is used to check the **consumer's** identity and their eligibility for a loan. Where the firm consults a credit-reference agency for the purpose of assessing the **consumer's** credit worthiness the firm will inform the **consumer** immediately and free of charge of any results of this consultation. The credit-reference agencies will add details of the firm's searches and the **consumer's** application to the record which they hold about the **consumer**. The credit-reference agencies will also add details of the **consumer's** loan agreement with the firm, the payments made under it and any default or failure to keep to its terms. The **consumer's** credit-reference agency records will be seen by other organisations that make searches with those agencies. Information held about the **consumer** by the credit-reference agencies may already be linked to records relating to one or more of the **consumer's** partners. For the purposes of this application the **consumer** may be treated as financially linked and the **consumer's** application will be assessed with reference to any "associated" records. While the **consumer** is a customer of the firm, the firm may carry out extra credit searches so the firm can manage the **consumer's** account. To prevent fraud, the firm will check the **consumer's** details with fraud-prevention agencies. If the **consumer** provides false or inaccurate information and the firm suspects fraud, the firm will record this. The firm and other organisations may use and search these records (including access and use from other countries) for example to:

- help make decisions about credit and credit-related services and other facilities for the **consumer** and members of their household;
- trace debtors, recover debt, prevent fraud, and to manage the **consumer's** accounts and other facilities;
- check details on proposals and claims for all types of insurance;
- check details of job applicants and employees; and
- check the **consumer's** identity to prevent money laundering unless the **consumer** gives the firm other satisfactory proof of identity.

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Law enforcement agencies may access and use this information if false or inaccurate information is provided. If the **consumer** wants to receive details of those credit-reference and fraud-prevention agencies from whom the firm gathers and records information about the **consumer**, the **consumer can** write to the firm at Amigo Loans, 8 Mount Street Upper, Dublin 2. The **consumer** has a legal right to these details. The credit-reference agencies and fraud-prevention agencies will also use the records to analyse statistics on credit and fraud.

Amigo Loans Ireland Limited is registered in Ireland, company registration number 609066. Registered Office: One Earlsfort Centre, Earlsfort Terrace Dublin 2.

### Guarantor Terms and Conditions

These are the terms which apply to the guarantee and indemnity the **Guarantor** will give the firm. Once the Borrower's agreement has been entered into, the guarantee and indemnity will be legally binding, so if there's anything that the **Guarantor** does not understand, the **Guarantor** should contact the firm immediately. Some of the words in these **Guarantor** Terms and Conditions are defined and the **Guarantor** can find the definitions in the section headed 'Definitions'.

### Pre-contract information

Before the **Guarantor** agrees to provide this guarantee and indemnity the **Guarantor** should read the Pre-Contract Information that the firm has provided. Its contents are important.

### The loan

The firm will pay the **Guarantor** the loan amount for the **Guarantor** to pay to the Borrower – this is to prevent fraud.

### Guarantor responsibility

In return for the firm entering into the Borrower's agreement (a copy of which the **Guarantor** will have seen) with the Borrower, the **Guarantor** will:

- pay the Borrower the amount they borrowed when the **Guarantor** receives it from the firm;
- agree that if the Borrower fails to make any payment under the Borrower's agreement to the firm on the agreed payment date, the **Guarantor** will on demand immediately make that payment;
- guarantee that if the firm demands, the **Guarantor** will immediately meet all of the Borrower's responsibilities under the Borrower's agreement; and
- guarantee that the Borrower will carry out all of their responsibilities due and owing under the Borrower's agreement.

As well as the points above, and as a separately enforceable responsibility, the **Guarantor** will indemnify (protect) the firm and keep the firm indemnified against any losses, claims, damages or expenses resulting from or arising out of the Borrower's agreement or, if the Borrower breaks any of their responsibilities. The **Guarantor** must immediately pay the firm any loss if the firm demands it.

The **Guarantor's** responsibilities under the guarantee and indemnity are the same as if the **Guarantor** were a Borrower. This means the firm does not have to make any demand on, or take any steps against, the Borrower or any other person, before seeking payment from the **Guarantor** under this guarantee and indemnity.

### Breaking the agreement

If the **Guarantor** or the Borrower breach any term of this agreement or the Borrower's agreement the firm may send the Borrower a default notice (and send the **Guarantor** a copy). On expiry of that notice, the firm may:

- close the account; and
- demand immediate payment of the full debt.

The firm may also take court action against both the **Guarantor** and the Borrower. If the firm obtains judgement against the **Guarantor** the firm may apply for an attachment of a debts/garnishee order (an order directing that any monies due and owing to the **Guarantor** by a third party are paid directly to the firm), execution against goods order (which may involve a Sheriff/County Registrar going onto the **Guarantor's** property in order to seize goods), or the firm may register a judgement mortgage over the **Guarantor's** property and apply for a well charging order and order for sale of the property (a charge is registered against the **Guarantor's** property, and the property is thereafter sold and the proceeds are used to discharge the debt).

### Continuing guarantee

This agreement will not be affected by:

- any change to the Borrower's agreement;
- any other security guarantee or security the firm takes relating to the Borrower's responsibilities;
- any time the firm allows or other compromises in terms of paying off the loan or arrangement, or if the firm accepts late payments or agrees to release or not to sue the Borrower or any other **Guarantor** or indemnifier;
- any security taken for the Borrower's agreement or the failure to realise or enforce any security or the failure to take any security;
- the Borrower dying, becoming bankrupt or insolvent;
- the Borrower entering a Debt Relief Notice (DRN), Debt Settlement Arrangement (DSA) or Personal Insolvency Arrangement (PIA); or
- the firm transferring its rights and responsibilities under the Borrower's agreement.

### Card payment authority

During the pre-payout call, the **Guarantor** will give the firm consent to collect the monthly payments from their debit card if the Borrower fails to pay (or the shortfall in the monthly payment if the Borrower fails to pay the full monthly payment). The **Guarantor** gives the firm consent to use this (and any other card details the **Guarantor** gives the firm) to collect each full monthly payment the **Guarantor** owes to the firm until it is paid. The **Guarantor** can cancel this authority at any time by notifying the firm. If the **Guarantor** cancels this authority the **Guarantor** will have to arrange an alternative way to pay (such as direct debit). Where the Borrower fails to pay the full monthly payment on the due date the firm will (unless the firm gives notice that it will delay exercising its rights under the card payment authority) exercise the rights under the card payment authority on the 15th day after the relevant due date. If this is unsuccessful the firm will make reasonable attempts to contact the **Guarantor** to understand why the payment has not been made and when the **Guarantor** is able to make it.

The firm may attempt to take payment again under the continuous payment authority, no more regularly than every third day until the relevant payment is made, but the firm will not do so if the firm believes that the **Guarantor** is experiencing financial difficulties, or the **Guarantor** has asked the firm not to. If the firm agrees a payment plan with the **Guarantor** and the **Guarantor** fails to make the agreed payment the firm will exercise the rights under the card payment authority the next day and every third day until the next payment is due. Where more than one payment is due the firm will exercise the rights under the card payment authority to collect the full arrears outstanding and if that is not successful one monthly payment. Collecting payments from the **Guarantor's** debit card (or under the **Guarantor's** direct debit mandate) is not an enforcement of this guarantee and indemnity and the firm will not need to give the **Guarantor** a default notice before the firm collects this money. "Enforcement" in this guarantee and indemnity means the obtaining of a court judgement and the enforcement of that judgement.

For the **Guarantor's** security the firm needs to verify the **Guarantor's** debit card against the details provided. For this 'pre-authorisation' check the **Guarantor's** account must have at least €1 available. This check is not a charge and no funds will be debited from the **Guarantor's** account. The amount may show as a pending transaction but will be available again within a few days. Once the loan is active the firm may need to repeat this process, every 9 months, to ensure the card is still valid.

### Independent advice

The **Guarantor** should not act as a guarantor unless he/she knows exactly what the responsibility is they are taking on. If the **Guarantor** is at all unsure, the firm strongly recommends that the **Guarantor** takes independent legal advice from their solicitor or the Money Advice and Budgeting Service (MABS). The MABS helpline number is 07610 72000 (and is available Monday to Friday from 9am to 5pm) and is contactable at [helpline@mabs.ie](mailto:helpline@mabs.ie).

### The Guarantor must tell the firm about any changes

Every so often the firm will need to contact the **Guarantor** about the Borrower's agreement. To make sure the firm can do this, the **Guarantor** must tell the firm within seven days if they have changed their home address, name, email address, or any phone number that the firm uses to contact the **Guarantor**. The **Guarantor** can tell the firm about any change in writing at the firm's normal address, by phone, or by using the firm's online 'My Account' system at [www.amigoloans.ie](http://www.amigoloans.ie). If the firm needs to contact the **Guarantor**, the firm will send all notices, information and statements to the **Guarantor's** last known address which shall be the address shown on this agreement, unless the firm knows that the **Guarantor** has moved. The firm may send some notices via email, text message or phone instead. If the **Guarantor** gets a new payment card the **Guarantor** should provide the firm with the updated details.

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### General

The **Guarantor** agrees that if any part of this guarantee and indemnity is not valid or cannot be enforced, it will not affect any other part of this guarantee and indemnity. Sometimes the firm can't meet its promises to the **Guarantor** because of matters beyond its reasonable control. This would include a problem with a computer system, a third-party supplier (such as the postal service) or an industrial dispute. In these cases, the firm will not be legally responsible to the **Guarantor**. This guarantee and indemnity applies only to the **Guarantor** and the **Guarantor** may not transfer any of their rights and responsibilities under it. For business reasons, the firm may transfer its rights without the **Guarantor's** permission provided that the firm takes reasonable steps to ensure that the **Guarantor's** rights and obligations will not be adversely affected as a result of the transfer. There may be taxes or costs that the **Guarantor** may need to pay in connection with this guarantee and indemnity but the firm is not aware of any. The firm may record or monitor phone calls.

### The law and language that applies to this guarantee and indemnity

Irish law governs this guarantee and indemnity and the Irish courts will have the right to deal with any disputes. The language used in this guarantee and indemnity, any information and any communication with the firm will be English.

### What the Guarantor should do if they have a complaint

The firm is fully committed to dealing with all complaints, fully and fairly, and in a reasonable time. If the **Guarantor** has a complaint about the guarantee and indemnity or anything the firm has done, please let the firm know. The **Guarantor** can make a complaint over the phone, on the firm's website at [www.amigoloans.ie](http://www.amigoloans.ie), or by writing to Amigo Loans Complaints, 8 Mount Street Upper, Dublin 2. The **Guarantor** has a right to refer their complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, 1 Lincoln Place, Dublin 2 by email to [info@fspoi.ie](mailto:info@fspoi.ie) or by phone on +353 1 567 7000. The European Union has set up an online service to resolve disputes about online transactions. Please visit the Online Dispute Resolution website at [ec.europa.eu/odr](http://ec.europa.eu/odr).

### Who regulates the firm?

The Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1 is the supervisory authority.

### Definitions

'Debt' means any money the firm pays to the **Guarantor** on behalf of the Borrower as a result of the guarantee and indemnity and the Borrower's agreement and any interest which is added.

'Borrower' means the person who is borrowing the loan from Amigo Loans Ireland Limited, whose name and signature appears on the Borrower's agreement.

'You' and 'your' means the person whose name appears on the guarantee and indemnity and who has agreed to guarantee full repayment to us of the Borrower's loan if the Borrower fails to meet any payments due (the "**Guarantor**").

'We', 'us' and 'our' means Amigo Loans Ireland Limited (and anyone we transfer this guarantee and indemnity to) (the "**firm**").

'Borrower's agreement' means the Moneylending Agreement and the Borrowers Terms and Conditions which together form the Borrower's Credit Agreement that

the borrower proposes to enter into with the firm (Amigo Loans Ireland Limited) for a personal loan.

'Account' means the Amigo Loans account, which we opened in the Borrower's name when we sign the Borrower's agreement.

### Sharing information

The firm and other members of its group (including companies in the UK) or certain other selected organisations will use the information the **Guarantor** provides to consider any application to guarantee a loan, how the **Guarantor** manages a loan and for marketing. The **Guarantor** agrees that the firm may hold and process, by computer or otherwise, any information the firm gather about the **Guarantor** as a result of this guarantee and indemnity and any other agreements or applications the **Guarantor** has made with the firm. Where necessary, for any of the above purposes, as well as to prevent fraud and money laundering, the firm may release the **Guarantor's** personal information to its regulators, to other members of its group and to fraud prevention and law-enforcement agencies or to anyone to whom the firm has transferred its rights and/or duties under this agreement.

The firm may also release the **Guarantor's** personal information to others (such as mailing agencies) who carry out certain aspects of the marketing and the administration and processing of this guarantee and indemnity and the application. The firm may disclose to the Borrower the **Guarantor's** details, information supplied to the firm and payments. The firm may also release information about payments made under the account to the person who introduced the Borrower to the firm (for example a credit broker). All countries in the European Economic Area (EEA), which includes Ireland, have similar standards of legal protection for the **Guarantor's** personal information. The firm may provide services from centres outside the EEA that do not have a similar standard of data protection laws to Ireland. Where the firm is sharing information with organisations in another country, the firm will ensure they agree to apply equivalent levels of protection as the firm does. If the firm is required by law to disclose information – the firm will ensure the sharing of that information is lawful. If the **Guarantor** writes to ask the firm, the **Guarantor** has a right to receive a copy of the information the firm holds about them. The **Guarantor** will need to pay a fee. For general information on the **Guarantor's** rights relating to the information the firm holds, please visit: <http://www.oic.gov.ie/en/>

### Credit-reference agencies

When applying as a **Guarantor** the firm will look at the **Guarantor's** credit file at credit-reference agencies such as the Central Credit Register and the Irish Credit Bureau. The credit-reference agencies will give the firm credit information about the **Guarantor**. Where the firm consults a credit-reference agency for the purpose of assessing the **Guarantor's** credit worthiness the firm will inform the **Guarantor** immediately and free of charge of any results of this consultation. This credit search is used to check the **Guarantor's** identity and their eligibility to be a guarantor. The credit-reference agencies will add details of the firm's search or the **Guarantor's** application to the record which the firm holds about the **Guarantor**. The **Guarantor's** credit-reference agency records will be seen by other organisations that make searches with those agencies. Information held about the **Guarantor** by the credit-reference agencies may already be linked to records relating to one or more of the **Guarantor's** partners.

For the purposes of this application the **Guarantor** may be treated as financially linked and the **Guarantor's** application will be assessed with reference to any "associated" records. While the **Guarantor** is a customer of the firm, the firm may carry out extra credit searches so that the firm can manage the account.

To prevent fraud the firm will check the **Guarantor's** details with fraud-prevention agencies. If the **Guarantor** provides false or inaccurate information and the firm suspects fraud, the firm will record this. The firm and other organisations may use and search these (including access and use from other countries) records for example to:

- help make decisions about credit and credit-related services and other facilities for the **Guarantor** and members of their household;
- trace debtors and **Guarantors**, recover debt, prevent fraud, and to manage the guarantee and indemnity, other accounts and other facilities;
- check details on proposals and claims for all types of insurance;
- check details of job applicants and employees; and
- check the **Guarantor's** identity to prevent money laundering unless the **Guarantor** gives the firm other satisfactory proof of identity.

Law enforcement agencies may access and use this information if fake or inaccurate information is provided.

If the **Guarantor** wants to receive details of those credit-reference and fraud-prevention agencies from whom the firm gathers and with whom it records information about the **Guarantor**, the **Guarantor** can write to the firm at Amigo Loans, 8 Mount Street Upper, Dublin 2. The **Guarantor** has a legal right to these details. The credit-reference agencies and fraud-prevention agencies will also use the records to analyse statistics on credit and fraud.

Amigo Loans Ireland Limited is registered in Ireland, company registration number 609066. Registered Office: One Earlsfort Centre, Earlsfort Terrace, Dublin 2.



**Mary McEvoy**  
Head of Function  
Consumer Protection: Credit & Lending Division

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