

# Bank of Scotland Draft Credit Card Terms and Conditions

Please refer to the summary box for product specific information displayed as 'X's in this document, for the card(s) you're considering.

## Credit Card Agreement regulated by the Consumer Credit Act 1974

### Part A: Credit Card Agreement

These are the conditions of an agreement between "us": Bank of Scotland of The Mound, Edinburgh, EH1 1YZ, any person we may transfer our rights to and "you":

Name of customer:

Address:

The credit intermediary was not applicable.

**Your agreement with us is made up of both Part A (Credit Card Agreement) and Part B (Additional important terms). You should read both parts carefully. Ask us about anything you don't understand.**

Part A shows some key points. You will find more detailed information about them in Part B, including the meaning of some words we use. We use the same paragraph numbers in both sections to make it easier for you to find information. For example, your interest rates are in A3 and more information about types of interest rate is in B3.

#### A1. Your credit limit

Your credit limit is the total amount you can borrow under this agreement. We set this limit based on your financial status and tell you what it is in writing soon after opening your account. It is important that you stay within your credit limit.

#### A2. Using your credit

We will provide you with a card and security details soon after opening your account. You must keep them safe as they give access to your credit. Once we have opened your account you can use it to make transactions that do not need a card. You will be able to make other transactions when you have received your card. We may ask you to activate your card.

#### A3. Interest rates

The table below shows you the rates and fees that apply to some transactions during your introductory promotional period.

**! You will lose any promotional offers if we do not receive your minimum payment on time or you go over your credit limit.**

#### Introductory promotional offers

Balance type	Interest rates (effective %) and durations	Introductory fee
Purchases	XX.XX% p.a. fixed interest for the first X months from your account opening or the date of your account transfer	N/A
Balance transfers in the first 90 days	XX.XX% p.a. fixed interest for X months from your account opening or the date of your account transfer, on the transferred amount and promotional fee	XX.XX%
Money transfers in the first 90 days	XX.XX% p.a. fixed interest for X months from your account opening or the date of your account transfer, on the transferred amount and promotional fee	XX.XX%

We will notify you before any promotional offers you have taken out expire. We may make other promotional offers available to you in the future if you are eligible for them. Their length, interest rate and fee may depend on many factors. These may include the way you use your account, your credit risk or our reasonable response to changes in the financial services industry. We will notify you about the offers from time to time and show them on your monthly statement if you use them.

The following table shows the standard interest rates that apply to transactions made outside any promotional offers, and on any remaining balance after the end of a promotional offer period. Section A5 shows the standard fees.

#### Standard interest rates - annual (variable)

Balance type	Simple %	Effective %
Cash transactions (any currency)	X.XXXXX%	XX.XX%
Purchases	X.XXXXX%	XX.XX%
Balance transfers	X.XXXXX%	XX.XX%
Money transfers	X.XXXXX%	XX.XX%
Default charges – The simple interest rate is X.XXXXX%.		

**Simple rate** means the actual rate we use to calculate how much interest we charge you. Simple annual rates are based on a 365-day year.

**Effective rate** shows the effect of compounding the simple rate over one year. Compounding is when we add interest to your balance and then charge interest on the increased balance, including any interest already applied.

**Personal rate** is a rate we add to Bank of England Base Rate to calculate your effective rate if your rate is linked to Base Rate. We call it a personal rate because it is based on what we know about you, including your credit status.

#### What kinds of interest rate does your account have?

Your standard interest rates (see table above) are not currently linked to the Bank of England Base Rate but may be linked to it in future.

If your standard interest rates are linked to the Bank of England Base Rate, we work out the effective rate you pay by adding your personal rate to the Base Rate. For more about this, see B3.

**! We may change whether your rate is linked to Bank of England Base Rate. We may also change your standard interest rates or, if your standard interest rates are linked to Base Rate, your personal interest rates. If we make such changes, we will write to you. Section A8 says more about this. If you are in persistent debt and your rates are linked to Bank of England Base Rate, your rates will automatically change from a Base Rate linked rate to a standard variable rate that is not linked to the Base Rate. For more about this, see B7.8.**

#### A4. How interest is worked out

We calculate interest daily based on the total amount you owe. We add together all the daily interest amounts in each statement period and add the total to your balance on your statement date.

There are three exceptions to this rule:

- **Annual fees:** We do not charge interest on annual fees (A5 says if your card has an annual fee).
- **Purchases:** We do not charge interest on purchases made during your latest statement period if you pay off your full balance (including any balance transfers and money transfers) by the payment due date and you also paid your previous month's balance in full by the due date.
- **Default charges:** We do not charge interest on default charges for the first 28 days after the day we give you notice (usually in your statement) that they are payable. After that we charge simple interest, so we will not charge interest on interest. For more about this, see A5.

#### A5. Fees and charges

Fee description	Amount
Annual fee	£X
Cash transaction fee (any currency)	X% of sterling value
Non-sterling transaction fee (any non-sterling transaction, including cash withdrawals)	X.XX% of the converted sterling amount
Non-introductory balance transfer fee	X% of transfer
Non-introductory money transfer fee	X% of transfer

**! A single transaction may attract more than one fee. For example, for a cash withdrawal in a foreign currency we charge a cash transaction fee and a non-sterling transaction fee.**

When default charges apply	Amount
Your minimum payment is late as we did not receive it in cleared funds in full by the payment due date	£12

We add fees and default charges (and any interest incurred) to the most relevant balance type set out in A3. For example, we would add a cash transaction fee (including any associated non-sterling transaction fee) and any interest incurred on that fee to the cash transaction balance. We add annual fees, non-sterling transaction fees associated with purchases and any interest incurred on those fees to the purchase balance.

We may also charge you reasonable costs for enforcing the agreement, for example court costs, tracing costs and third-party collection costs.

If you or we have given notice to end your agreement, we may still apply these fees and charges until you have repaid the full balance.

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## A6. Annual Percentage Rate (APR) and Total Amount Payable

The APR allows you to compare this agreement with those of other providers at the time you sign it. When we calculate the APR and Total Amount Payable, we ignore any promotional offers and assume that:

- we and you both keep to the terms of this agreement;
- we charge your annual fee (if any) immediately;
- the interest rates and amounts of any fees do not change; and
- your credit limit is £X,XXX.XX you make a single purchase of this amount immediately and you repay this amount over one year by 12 equal monthly payments together with interest charges for each month.

Your APR at account opening is XX.X% (variable)

Your total amount payable is £X,XXX.XX; this includes your annual fee, if any.

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## A7. Payments

You must make at least the minimum payment by the payment due date each month if you owe a balance on your statement. You must also pay immediately the amount of any missed payments and any amount you owe above the credit limit. You can always pay more than the minimum payment.

We do not treat payments as received until they reach us in cleared funds. You may need to allow extra time for clearance (for example, if you pay by cheque). Your statement tells you the minimum payment. We also include any missed payments in the amount we ask you for. We choose your payment due date and show it on your statement. Your payment due date is 18-30 days after the date we create your statement. For details of how to make payments, see B7 and your statement.

**! You will lose any promotional offers if we do not receive your minimum payment on time or you go over your credit limit.**

The minimum payment we ask for is charged on a monthly basis and is the higher of £5 or the total of:

- any interest charged; plus
- any default charges payable; plus
- Payment Protection Cover / Credit Card Repayments Cover if any; plus
- X.XX% of the total balance you owe (including interest and charges), as shown on your statement.

If you owe less than £5, you must pay the full amount you owe.

Section B7 explains the order in which your transactions are paid off.

**! We recommend you do not pay only the minimum payment for long periods of time. If you do this, clearing your balance will take longer and cost you more in interest. If you need help with your payments, please contact us as soon as possible.**

**! Missing payments could have severe consequences, such as legal action against you to recover your debt or negative feedback from us to credit reference agencies, which may make getting credit more difficult for you in future. If you continue to miss payments, we may sell your debt, and we or the purchaser may take legal action to recover money you owe us. This may include asking a court for an order that your home must be sold, or an order that we or a purchaser can be paid from the sale proceeds of your home.**

**If you fall into persistent debt (which is where you are paying more in interest, fees and charges than you are paying off your balance for a long time), certain things automatically happen under this agreement. See B7.8 for details. It is important you try to manage your account so you do not fall into persistent debt.**

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## A8. Making changes to this agreement

Section B8 explains in more detail when we may change rates, fees, charges and other terms and how we tell you about all the changes we may make. This may include making changes to rates that are personal to you if our view of your ability to repay us changes, for example because of the way you manage the account or based on the information we get from credit reference agencies.

We give you at least 60 days' notice before increasing the interest rates we charge you. You may tell us before the change takes effect that you want to end the agreement and repay what you owe at the existing interest rates.

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## A9. Ending this agreement

This agreement has no fixed or minimum duration and can be ended by you or us. You can end it at any time by telling us by phone or in writing (see “Our contact details” below) and paying off your balance in full.

If we end the agreement, we normally give you at least two months’ notice but may end it immediately in exceptional circumstances, for example if we reasonably suspect criminal or fraudulent activity connected with the account, you seriously or repeatedly break this agreement or we would break the law by continuing the agreement.

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## A10. If things go wrong

### A10.1 Claims for unsatisfactory goods or services

If you receive unsatisfactory goods or services costing over £100 but not over £30,000 for a single item and you paid for them directly using credit provided under this agreement, you may have the right to make a claim against the supplier, us, or both.

**! This protection does not apply for cash withdrawals, balance transfers or money transfers you ask us to make. This protection also does not apply if you use your card to fund an account with a third party (like PayPal) and then pay for goods or services with that account. Please ask us if you are unsure.**

### A10.2 Lost or stolen card or security details

You should tell us as soon as possible (using “Our contact details” below) if a card is lost or stolen, or a card or your security details are misused (or you think they may be). If you later find the card, please destroy it. Section B10 explains when you or we are responsible if your card is used without your consent.

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## A11. Our contact details

If you wish to write to us, please use the following address:

Lloyds Banking Group PLC, Card Services, 11 Portland Street, Manchester, M1 3HU.

Otherwise you can reach us in the following ways:

	From the UK	From abroad
Reporting your card lost or stolen	0800 028 8335	0131 454 1605
Textphone	0800 389 1286	0131 278 3690
Customer Services	0345 964 5645	01733 574 121
Textphone	0345 600 9644	0131 278 3690

We may keep a record of your calls and record or monitor them for training and compliance purposes.

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## A12. Changing your mind

You can withdraw from this credit agreement for any reason within 14 days, starting with the day after you receive your first card. You do not have to tell us why. If you want to withdraw, you must tell us by phone or in writing (see “Our contact details” above), and must repay us any balance you owe without delay but no later than 30 calendar days after you tell us. See “How to pay” in B7.1. If you have used your card, you must also pay any interest due to us but do not have to pay any fees or charges. You can ask us to tell you the interest charged per day.

### Our provision of payment services

You explicitly consent to us accessing, processing and retaining any information you give us to enable us to provide payment services to you. This does not affect any rights and obligations you or we have under data protection law. You may withdraw this consent by ending this agreement. If you do this, we stop using your data for this purpose once your balance has been repaid. We may continue to process your data for other purposes.

The information on personal information below does not form part of the credit agreement.

### How Lloyds Banking Group Companies use your personal information

It is important that you understand how we use the personal information you give us. So we strongly advise you to read our Privacy Statement, which you can find at <https://www.bankofscotland.co.uk/securityandprivacy/privacy/> or you can ask us for a copy.

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## Part B: Additional important terms

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### B1. Your credit limit

Your monthly statement shows your credit limit. It also shows how much of it is available to use at the time we produce your statement. You can spend up to your credit limit at any time. But you cannot use more than 93% of your credit limit for balance transfers and money transfers. We may introduce additional limits on particular transaction types in the future, as set out in B8.

When we work out how much credit is available for you to use, we take into account transactions we have already authorised but not yet added to your account.

We can change your credit limit at any time. We write to you each time you are eligible for a credit limit increase. You can choose how you would like to manage future credit limit increases. You can choose between us:

- increasing your credit limit on the date we tell you in the letter (always at least 30 days before the change takes place); and
- not increasing your credit limit until you contact us to request this, by the date we tell you in the letter.

You can change these preferences at any time by contacting us.

You can also ask us at any time to consider increasing your credit limit, or tell us you would like a lower credit limit (but we may require a minimum limit), or that you do not want to receive any future credit limit increases. We may not offer you credit limit increases if we are concerned about your ability to repay.

**! When deciding whether to accept an increase to your credit limit, you should think carefully whether it is right for you. You should consider the risk of taking on too much debt and how you will repay.**

We may reduce your credit limit. Section B8 explains in more detail when we may make this change and how we will tell you about it. We may also limit your ability to use your card where it is not practical for us to give advance notice – even if you have not used your full available credit – if we reasonably believe there is a significantly increased risk that you will not be able to repay what you owe. If we do this, we will tell you as soon as possible afterwards. Also, we will show the amount we will let you spend on your statements and on Internet Banking immediately.

**! It is important that you stay within your credit limit. We may refuse to carry out transactions that will take you over your credit limit. This may also have other consequences like us giving negative feedback to credit reference agencies or changing our understanding of your ability to repay.**

We will respond to a request from an authorised third party card issuer for confirmation that enough credit is available for a transaction only if you have explicitly consented to this.

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### B2. Keeping your card safe and using your credit

Meanings of words we use	
card	Any credit card or credit card number issued under this agreement, including renewal, replacement or additional cards and card details stored on an electronic wallet, smartphone or another device.
security details	Details or security procedures we tell you about from time to time that you must follow or use to give an instruction, confirm your identity or access a device – for example a password, security code, PIN or biometric data such as a fingerprint.

<b>Third Party Provider (TPP)</b>	<p>An Account Information Service Provider (AISP) or a Payment Initiation Service Provider (PISP) authorised by law to access information or give instructions to make certain online transactions for you.</p> <p>An AISP provides online account information services. If you have given it your permission, the AISP will be able to access certain online account information from other providers to give you an overall view.</p> <p>A PISP provides online payment initiation services. If you have given it your permission, the PISP will initiate any transactions you can make through your Internet Banking (e.g. balance transfers or money transfers).</p>
<b>working day</b>	Monday to Friday (except English bank holidays).

### B2.1 Keeping your card safe

You must:

- follow instructions we give you that we reasonably consider are required to protect your card and security details from unauthorised use;
- not use your card for anything illegal or for any business purpose;
- not let anyone else give instructions or access information on your account unless there is a separate arrangement with us or they are a TPP;
- keep your card secure and protected from damage;
- if there is a place for signature, sign your card as soon as you receive it; and
- do all you reasonably can to prevent anyone else finding out your security details.

#### For example

You should not:

- tell anyone your security details;
- choose obvious passwords or codes (such as your date of birth) as part of your security details;
- write your security details on (or keep them with) your card or other financial documents or write them in a recognisable way;
- let anyone listen to your calls with us, or watch you using your security details.

### B2.2 Transactions and how to make them

In this section, we explain the different types of transaction you can make. The availability of each of them may depend on how you use your account, your credit risk or our reasonable response to changes in the financial services industry. Examples of things that could affect your credit risk include: you have gone over your credit limit; unexpectedly high cash withdrawals or large gambling transactions; you have broken the conditions of another agreement you have with us or another part of Lloyds Banking Group; or we are told by credit reference agencies about changes in your financial status.

Transaction type	What is it?	How do you make it?	Other important information
<b>Purchases</b>	<b>Card purchase</b>	Paying for goods or services with your card.	<p>Using your card and security details.</p> <p>If you want to make regular card transactions to an organisation (e.g. for magazine subscriptions) you can set up a recurring transaction with them using your card. If you receive a new or replacement card, please ensure any regular card transactions use the new card details otherwise the transaction may fail.</p> <p>If we issue a new card to you, we may use card detail updater services provided by the relevant card schemes to allow the organisation you are paying to locate new card details so it can process a regular card transaction on your card. This prevents the transaction failing because of incorrect card details and minimises inconvenience for you. If you are making regular card transactions, you remain responsible for giving your new card details to the organisation you are paying.</p> <p>If you have payment protection or if you make a payment protection transaction, this is treated as a card purchase.</p>
	<b>Contactless purchase</b>	<p>Using your card to pay for low-value goods or services without using your security details.</p> <p>A transaction limit applies. We do not set this but you can contact us to ask what it is.</p>	<p>By holding your card in front of a contactless card-reader.</p> <p>If your card contains contactless technology we will tell you when we send your card.</p> <p>You may be asked to use your security details or sign for some transactions that could otherwise be made using contactless technology.</p>

Transfers	<b>Balance transfers</b>	Using your available credit to pay some or all of your credit card balance with another provider.  The minimum transfer is £100.	By completing the balance transfer request details when you apply for your card.  You can also ask us to process a balance transfer in branch, by phone or online after we open your account. If there is any other way to process it, we will let you know.	If you ask us to process a balance transfer or money transfer, we will transfer the agreed amount once we have completed our security checks, using the Faster Payments Scheme on the working day we approve your request. The money will normally reach the account within 2 hours and no later than the end of the next working day after we receive your instruction.  If the other bank or lender is not a member of the Faster Payments Scheme, we may not be able to carry out your request. We will not be responsible for this but you can contact us to see if other methods of making the transfer are available.
	<b>Money transfers</b>	Using your available credit to pay money into your UK current account.  We may make money transfer offers available to you in the future.  The minimum transfer is £100.	By completing the money transfer request details (if they are available) when you apply for your credit card.  If we offer you a money transfer, you can ask us to process it by phone or online after we open your account. If there is any other way to process it, we will let you know.	If you make a balance transfer, you should continue to make any payments required by your other lender.  If you ask us to make a money transfer or a balance transfer and we send it late, you may ask us to contact the receiving lender and ask them to credit it as if it had been received on the correct date.
Cash withdrawals	<b>Cash withdrawals</b>	Using your available credit to obtain cash.	Using your card and security details at an ATM or in branch.	<p>When you make a cash transaction (including gambling and currency exchange transactions):</p> <ul style="list-style-type: none"> <li>• we charge interest from the date of the transaction;</li> <li>• we charge a cash transaction fee; and</li> <li>• cash withdrawals in a foreign currency also incur a non-sterling transaction fee.</li> </ul> <p>We may treat any transaction at a gambling establishment (e.g. casino) as a gambling transaction, including buying food and drink.</p> <p>ATMs have a daily cash withdrawal limit of £500 unless we tell you otherwise.</p>
	<b>Gambling transactions</b>	Using your card to make transactions such as those at casinos, betting outlets and bookmakers, and buying online lottery tickets or gaming chips, share trading or spread betting.	Using your card and security details.	
	<b>Currency exchange</b>	Using your available credit to buy foreign currency at a currency exchange.		
<b>PISPs</b>	<b>Online transactions initiated by a PISP</b>	Using your available credit to make transactions from your account initiated by a PISP.	By giving consent to a PISP to initiate a transaction from your account where you have available credit.	If you give consent to a PISP, it can initiate transactions on your behalf from your account if these are available through your Internet Banking (e.g. balance transfers and money transfers).

When we are asked to authorise a transaction, we assume that we are dealing with you, and that you agree to us acting on any instructions, without getting your further confirmation if:

- your security details or the contactless function on your card are used to request a transaction, as long as we have completed any relevant security checks; or
- you have signed a document containing the instruction.

Generally you can use cash machines and make purchases using your card at any time wherever your card type is accepted. Sometimes repairs, updates and routine maintenance on any systems and those of any suppliers may mean a particular service is out of action for a short time, usually just minutes.

It may be that you authorise a transaction in advance without knowing what exact amount will be taken – for example if you give your card details to a hotel or car hire company to cover an unknown amount for your final bill. If so, we may reserve funds in your account to make sure we can pay the transaction as long as you specifically authorise this and agree the exact amount we should reserve.

### B2.3 Foreign currency transactions

The exchange rate we use is set by the payment scheme. You can find out the current exchange rate by calling us. You can find more information on our website about our exchange rates and how to compare them with other issuers' rates. Depending on which payment scheme is shown on your card, the transaction may be converted either when it is made or when it is added to your account (you can ask us which of these applies to your card). We convert your transaction into sterling when we add it to your account. Exchange rates may change, so the exchange rate on the date you make your transaction may not be the same as the exchange rate we used on the date we converted the transaction. The exchange rate we used will appear on your statement.

**! We add a non-sterling transaction fee to the converted transaction amount (see A5).**

#### B2.4 Can you cancel a transaction?

You can cancel a future-dated transaction (including a recurring transaction) if you tell us by the end of the working day before it's due to be taken. If you do this, you should also tell the person taking the money to cancel the instruction so they do not keep trying to take the money (but this will not end your agreement to pay them). You will need to tell them if you want to cancel your agreement as we cannot do that for you. You should also tell them if your card details change.

You cannot cancel any other transaction (including a transaction initiated by a PISP) after you have authorised it. For example, you cannot cancel a cash transaction or a transaction for payment for goods or services provided at the time. In some cases, we may still be able to help you after the times set out above; you can call us to find out whether this is possible.

#### B2.5 Can we stop you using your card or refuse to authorise a transaction?

Meanings of words we use	
<b>Lloyds Banking Group</b>	This means us and a number of other companies using our brands, which include Lloyds Bank, MBNA, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at <a href="http://www.lloydsbankinggroup.com">www.lloydsbankinggroup.com</a> .

We may cancel or suspend use of the card, refuse to replace or reissue a card, or refuse to authorise a transaction or type of transaction (even if your balance is under your credit limit) if:

- a) the transaction would result in you going over or going further over your credit limit or any limit on the transaction type;
- b) we consider it necessary because as a responsible lender there is or is likely to be an unacceptable or increased risk of you not repaying what you owe us. This could be because of how you manage this account or other accounts you have with us, information we get from credit reference agencies or us finding that you are bankrupt or have made an arrangement with your creditors;
- c) we have reasonable grounds to believe that the type of transaction you make (or their value or frequency) indicates possible risk to you based on our reasonable assessment of factors such as the number of complaints we get, disputed transactions and regulatory concerns;
- d) we believe you have held debt on your account beyond a reasonable period taking account of what has been repaid and the likely time it would take you to repay your balance based on your repayment pattern;
- e) we have reasonable grounds for suspecting fraudulent or unauthorised use of the account, including if the transaction seems unusual compared with your normal card usage;
- f) we consider it necessary to protect the security of the account or card;
- g) authorising the transaction would cause a breach of this agreement;
- h) we have reasonable grounds for suspecting that you, any additional cardholder or another person has committed or is about to commit a crime or other abuse in connection with use of the card or the account;
- i) we believe it is necessary as part of our procedures to prevent fraud or misuse of cards. You may be asked for further information, including proof of your identity, when we are asked to authorise a transaction;
- j) we believe that not doing so may cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator;
- k) any TPP involved is not authorised by law or has not provided the appropriate certification;
- l) this agreement has ended or notice to end the agreement has been provided;
- m) your card has expired; or
- n) the transaction type or circumstances are those where you have asked us to refuse a transaction by applying a card freeze (where we offer this service).

In any of the above situations, it may not always be practical for us to give advance notice of the cancellation, suspension or refusal. If we suspend use of a card for one of these reasons, we will let you use it again as soon as we are satisfied the reason no longer applies.

Unless the law prevents us, we will tell you if we refuse to make a balance transfer or a money transfer. For any other transaction, you will usually find out we have refused it because the retailer will ask you to pay by another method or the ATM will not dispense cash. If this happens and you call us, we will tell you why we have refused the transaction unless the law prevents us.

A retailer may be unable to immediately tell you a transaction has been refused. You can contact us to check a transaction or (unless the law prevents us telling you) to find out why we have refused one. We can then tell you whether or not you can take action to fix the problem that led to the refusal. Please see A11 for our contact details.

We are not responsible for any loss if a retailer or supplier refuses to accept your card or, for the reasons set out above, we refuse to process a transaction or delay in doing so or we suspend use of your card.

To help us prevent misuse of your account, we use systems to identify transactions that seem unusual. If you are planning an unusual transaction, please let us know beforehand so we can try to avoid delay. We may contact you about any transactions using your card that seem unusual.

#### B2.6 Incorrect transfers

We will refund the amount of a transfer (including any interest, fees or charges we charge you as a result) without undue delay if you instruct us or a PISP to make a transfer and we or they do not properly make it or it never arrives. You should notify us as



soon as you become aware of any error. If there was a mistake in your instruction or we can show that the other bank received the transfer, we are not responsible for it but we will try to trace and recover the money for you on request. We may charge reasonable costs for this. If a PISP is responsible for the incorrect transfer, we will refund the amount of the transfer (including any interest, fees or charges we charge you as a result). We will try to recover the funds from the PISP.

You can request the relevant information from us so you can file a legal claim to recover the money.

### **B2.7 Additional cardholders**

You can ask us to add another cardholder to your account. If we agree, we will send you an additional card. You must give this to the additional cardholder and make sure they are aware of, and keep to, all conditions about the use and safety of cards and security details. You must also provide the additional cardholder with our Privacy Statement and share details of how we will use their personal information. If you have previously given us your authority and this has not been withdrawn, additional cardholders may be able to contact us by phone to access information about your account and give us instructions on it as well as make transactions. You can tell us if you want to check or change what they can do. Additional cardholders will not be able to initiate transactions or access account information through a TPP. We can remove an additional cardholder if a regulatory requirement prevents us dealing with them.

You are responsible for all use of the additional card and any charges payable as a result. Transactions made by an additional cardholder are treated as if you had made them. This means you must pay for all transactions that are authorised before an additional card is cancelled - even if they make you break this agreement - or are charged to your account after the card has been cancelled. Contact us if you wish to cancel an additional card. As this agreement is personal to you, additional cards will be cancelled if we receive notice of your death, or you end the agreement.

### **B2.8 Third party access**

You can instruct a TPP (not available to additional cardholders), to access information on your account or initiate certain transactions from your account online. But the TPP must be open and transparent about its identity and act in line with relevant legal and regulatory requirements. We will treat any instruction from a TPP as if it was from you and the terms of this agreement will apply.

We may prevent a TPP accessing your account or initiating transactions on your behalf if we reasonably suspect it of unauthorised or fraudulent access to your account. Before we do this, we will tell you as set out in B1.1 and explain our reasons, unless this is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we think is more suitable in the circumstances. But we won't tell you if doing so would compromise our reasonable security measures or otherwise be unlawful.

We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access. If you think a transaction may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a TPP.

If you have consented to a TPP accessing your account data so it can provide account information services or initiate transactions on your behalf, you are asking us to share your personal information with the TPP that is reasonably required for it to provide you with its services. You have the right to withdraw any permission given to a TPP if you no longer want it to have access to your account information or to be able to initiate transactions on your behalf. You must let us know if you withdraw this permission and it is also prudent to let the TPP know. We will then ensure we do not give further access to that TPP but your account will continue subject to this agreement.

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## **B3. Interest rates**

### **B3.1 Promotional offers explained**

These are interest rates that can apply to your account for a fixed period of time. Any offers we give you when you take out your card are detailed in the introductory promotional offers table in A3. We will put a message in your statement to remind you when a promotional offer is coming to an end. We may make promotional offers available to you in the future, if you are eligible for them. Their length, interest rate and fee may depend on many factors. These may include how you use your account, your credit risk and our reasonable response to changes in the financial services industry. Examples of things that could affect your credit risk include: you are over your credit limit; high cash withdrawals or large gambling transactions; you have broken the conditions of another agreement you have with us or another part of Lloyds Banking Group; or we are told by credit reference agencies about changes in your financial status. If you use any promotional offers, we will show them on your statement.

### **B3.2 Bank of England Base Rate explained**

This is the official bank rate set by the Bank of England on a monthly basis. If your account is linked to Bank of England Base Rate, your standard interest rates will be the Base Rate plus a personal rate we tell you.

### **B3.3 When are there changes in rates linked to the Bank of England Base Rate?**

If an interest rate on your account is linked to Base Rate, your effective rate will change by the same amount as Base Rate but will not track any movements in Base Rate below 0%. The simple rates detailed in A3 will change by an amount slightly lower than Base Rate because Base Rate includes interest on interest. The change will take place on the last working day of the month

in which the Base Rate changes. We will confirm the new rates on your statement in the calendar month after the Base Rate change.

#### B4. How interest is worked out

We do not charge interest on purchases made during your latest statement period if you pay off your full balance (including any balance transfers and money transfers) by the payment due date and you have also paid in full your previous month's balance by the due date.

##### For example

##### Scenario 1

If you pay your May balance in full, then make a purchase in June, we do not charge interest on that purchase if you pay your June balance in full.

##### Scenario 2

If you make a purchase in May and pay less than the full balance shown on your May statement, then make another purchase in June, we charge interest on both purchases from the date we add each to your account, even if you pay your June balance in full.

**! All cash transactions, balance transfers and money transfers start incurring interest immediately unless a 0% promotional offer applies.**

#### B5. Fees and charges

Fee	Balance type	When does the fee apply?
<b>Annual fee (if it applies)</b>	Purchases	A5 says whether or not your credit card has an annual fee. If it does, the annual fee shows on your first statement after account opening. We charge any subsequent annual fees in the same month each year.  <b>! We charge the annual fee (if it applies) even if you have not used your credit card. You still need to make minimum payments on your account.</b>
<b>Non-sterling transaction fee</b>	Purchases	This fee applies if you make a purchase transaction in a non-sterling currency.  <b>! This could be a purchase on your credit card while abroad or an international purchase online from the UK.</b>
	Cash transaction	This fee applies if you make a cash transaction in a non-sterling currency.  <b>! The cash transaction fee (see A5) also applies.</b>

Default charge	Balance type	When does the charge apply?
<b>Your minimum payment is late</b>	Default charge  We do not charge interest in the first 28 days after the day we give you notice that these charges are payable. After that we charge simple interest.	If you do not make at least your minimum payment by the due date requested on your statement.  <b>! You will lose any promotional offers if this happens.</b>

#### B6. APR and Total Amount Payable

No additional information – see Section A6 for details.

#### B7. Payments

##### B7.1 How to pay

Payments must be made in sterling and must reach us by the payment due date. If you do not send your payment in sterling, we will convert it using an exchange rate we set. We will confirm our rate in writing afterwards. You can find out our current exchange rate by calling us. You will need to allow time for us to receive the money before the due date. You will not break this term if a payment is late only because we have failed to process it as soon as we get it. You must always make your minimum payment.

Method of payment	How it works	When does it reduce your balance?
<b>Direct Debit</b>	<p>You can use Direct Debit to automatically pay your full balance; your minimum payment; your recommended payment amount (if applicable) – see B7.8 for details; or a fixed amount or percentage each month. To set up or amend a Direct Debit:</p> <ul style="list-style-type: none"> <li>- call Customer Services (see A11 for details);</li> <li>- use Internet Banking (if registered); or</li> <li>- visit a branch.</li> </ul> <p>Your Direct Debit will not automatically reduce to take account of any payments you make after your statement date. Your statement shows the date of your Direct Debit.</p>	<p>When you set up a new Direct Debit, this takes effect from your next statement date or any other date we tell you.</p> <p>We take the payment on the date shown on your statement or, if this is not a working day, on the next available working day. We apply the funds to your card account the same day.</p> <p>To cancel your Direct Debit, you need to contact your current account provider. Please also tell us if you do this.</p>
<b>Internet Banking (if registered)</b>	If you have a Bank of Scotland current account you can use Internet Banking to make payments to your credit card online.	Your payment is normally credited to your card account within 2 hours and at the latest by close of business on the next working day.
<b>Another online banking or card service</b>	<p>You can also make a payment through another online banking or card service using:</p> <ul style="list-style-type: none"> <li>- the sort code and account number on your statement; and</li> <li>- your Bank of Scotland credit card number as your reference.</li> </ul>	We apply the funds to your card account on the working day we receive them. Please check with your bank when we will receive your payment. We recommend you allow at least one working day for your payment to reach us.
<b>Telephone</b>	If you have a Bank of Scotland current account, you can make payments by phone (see <b>Our contact details</b> ).	<p>If you are registered for Telephone Banking, your payment is normally credited to your card account within 2 hours and at the latest by close of business on the next working day.</p> <p>If you are not already registered, we normally credit your payment to your card account on the next working day.</p>
<b>Branch</b>	<p>You can usually pay by cash or cheque at any Bank of Scotland branch.</p> <p>You can also instruct us in branch to transfer funds from your Bank of Scotland current account to your card account.</p> <p>Some kinds of payments are not available if you use a counter-free branch, and different limits may apply. In addition, some self-service facilities are not available at every branch. You can contact us to find out the services offered at your nearest branch.</p>	<p>You should make cheque payments at least 4 working days before your payment due date. Changes in cheque clearing times may mean we can process your cheque quicker.</p> <p>We credit cash payments to your account on the same day we receive them.</p>
	You can pay at any other UK bank using the payment details on your credit card statement.	We apply the funds to your card account on the working day we receive them. Please check with your bank when we will receive your payment. We recommend you allow at least one working day for your payment to reach us.
<b>Post</b>	Send us your cheque payable to Bank of Scotland quoting your name and card number (see the “How to pay” section on your statement for details).	You must allow at least 7 working days for the payment to reach us.
<b>Payments by debit card</b>	You can pay by debit card by phone, Internet Banking, or on the mobile app.	We apply the funds to your card account on the working day we receive them. We recommend you allow at least one working day for your payment to reach us.

### B7.2 Repayment example

The amount you choose to pay off your credit card each month can make a big difference to the overall amount of interest you pay. The following example highlights the difference between only paying the minimum and paying a fixed amount based on a one-off purchase of £1,000 at an example effective rate of 18.94% with no annual fee.

	If you pay the <b>minimum payment only</b> each month	If you pay a <b>fixed amount of £50</b> each month
What was the starting balance?	£1,000	£1,000
How much interest would I pay overall?	£1,263	£201
Total cost of credit	£1,000 + £1,263 = £2,263	£1,000 + £201 = £1,201
How long would it take to clear the balance?	18 years, 4 months	2 years, 2 months

**! Only making your minimum payment will cost you more and take you longer to pay off your credit card balance. We may also decide to suspend your card if we think you have held debt on your account beyond a reasonable period, considering**

**the level of payments you have made and the likely time it would take you to repay your balance based on your repayment pattern.**

The above example assumes the following:

- The transaction takes place on 1 January and you make no further transactions.
- You always make the payment each month on the 15th.
- Your statement is produced on the 1st of each month.
- No introductory promotional rates for purchases.
- The effective rate remains the same.
- The minimum payment in A7 is made up of 1% of the total balance you owe as shown in your statement including interest and charges.

### **B7.3 Payment amount**

You must make at least the minimum payment each month by the payment due date shown on your monthly statement if a balance is payable to us. You can always pay more than the minimum payment at any time, including repaying everything you owe.

You must not pay us more than you owe when you make payments to your account, or transfer funds from another credit or store card if this creates a credit balance on your account. If ever there is a credit balance on your account, we may apply it to any recent transactions not yet shown on your account, or to transactions made after the date your account goes into credit. We may also return any credit balance to the account from which the money has been sent or pay the funds into a deposit account you hold with us. We do not pay interest on any credit balances or take them into account for the purpose of any reward schemes.

If you normally pay a fixed amount or percentage by Direct Debit, we will:

- increase the fixed amount, if needed, to cover your minimum payment; or
- reduce the Direct Debit, if your balance due is lower, to avoid putting your account into credit.

We take your Direct Debit amount in full even if you make a payment after your statement date. Your statement shows the date of your Direct Debit.

Refunds, cashback and credit adjustments to your account between the statement date and your payment due date will reduce your overall balance. But they will only count towards your minimum payment for that month (excluding arrears and any amount you owe above the credit limit) if they reduce the balance to less than that minimum payment amount. If this happens, and you have not yet paid your minimum payment, we will reduce the minimum payment needed so that it equals any full remaining balance.

#### **For example**

##### **Scenario 1**

If you have a balance of £100, and the minimum payment we ask you for in your statement is £20, and there is a refund to your account of £50 between your statement date and your payment due date (or your Direct Debit date, if earlier), then we will still require you to pay the full minimum payment of £20.

##### **Scenario 2**

If you have a balance of £100, and the minimum payment we ask you for in your statement is £20, and there is a refund to your account of £90 between your statement date and your payment due date, (or your Direct Debit date, if earlier), then we will reduce the minimum payment needed so that it equals the full remaining balance of £10.

##### **Scenario 3**

If you have a balance of £510, and:  
your credit limit is £500;  
your arrears are £50;  
the minimum payment we ask you for in your statement is £70; and  
there is a refund to your account of £200 between your statement date and your payment due date;  
then we will still require you to pay the full minimum payment of £70. We will use both the £200 refund and your £70 payment to reduce your balance.

### **B7.4 How we apply your payments**

We use your payments to clear any overdue amounts before we apply them to your latest minimum payment.

We will reduce the amount you owe in the following order:

- any overdue amounts from previous statements; then
- the remaining balance on your statement; then
- any recent transactions not yet shown on your statement.

We use your payments to pay off balances charged at the highest interest rate first and so on down to balances with the lowest interest rates. This means the more expensive balances are always paid off first.

If there is more than one type of balance at the same interest rate, they are normally paid off in the following order: cash transactions, purchases, balance transfers and money transfers, and then default charges (plus any interest or charges incurred as a result of those balances). For each type of balance, your payments will pay off the oldest balance (and related fees, charges or insurance) first. We may apply your payments differently if you are in persistent debt (see B7.8).

### B7.5 Statements

We provide you with a statement each month there has been activity on your account, a payment is required or if you owe us anything at your statement date. The statement shows the balance from your previous statement, all activity (payments, transactions, fees and charges) on your account since that statement, and the balance owed at your statement date. You may change your statement date up to twice in any 12-month period.

If you miss a minimum payment one month, your statement for the next month will show that month's minimum payment and the minimum payment you failed to make the previous month.

It is important that you check your statements (paper or electronic), and any other information we provide with them.

**! You must pay us even if you do not get your monthly statement for any reason. In these cases, you must contact us to find out the minimum payment due that month. You should tell us as soon as possible if your statement seems wrong or you do not receive one.**

We also send you an annual summary at least once every 12 months showing how you have used your account.

### B7.6 Refusing a payment

We may refuse a payment to your account if:

- the payment would create or increase a credit balance on the account; or
- we believe that doing so may cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

### B7.7 Interest when a court orders payment

We will charge interest at the relevant rates in A3 on amounts you owe us both before and after a court orders you to make a payment to us.

### B7.8 Persistent debt:

Meaning of words we use	
<b>When will you be in persistent debt under this agreement?</b>	You will be treated as being in persistent debt under this agreement when, over the previous 36 months, you have paid more in interest, fees and charges than you have paid off from the amount of your credit card balance.

On the day you fall into persistent debt, if your interest rates are linked to the Bank of England Base Rate, we automatically unlink your interest rate (as explained in A3). If we do this, each rate will be a standard variable rate that is the same as the total Base Rate plus your personal rate applicable before your rate was unlinked. We will write to tell you this has happened.

When you fall into persistent debt, we will separate out the amount you owe on your account at that time. We will need to work with you so that you can repay that amount over a reasonable period (e.g. 4 years). To help you do so, your statement will also include a "recommended payment amount" as well as your required minimum payment. The recommended payment amount is what you will need to pay to repay your balance in a reasonable period and to repay any new spend so that you do not fall into persistent debt again. It won't be a breach of this agreement if you don't pay the recommended payment amount, but this may mean we may then have to stop you using your card for a reason explained in B2.5.

If we have separated your persistent debt, we will want to make sure you are paying it off (and not just new debt) when you pay us increased payments. So we may apply the payment you make to the balances on your account in a different order to that explained in B7.4. This will only happen if your interest rates are the same because this will mean that how we apply your payment to the balances should generally make no difference to what you pay. However, if we apply your payment in a way that means you are worse off, we will adjust the amount you owe us so you are not disadvantaged by this.

## B8. When and why we can change this agreement

Meanings of words we use	
<b>Card type</b>	Visa, Mastercard or other card scheme branding or the overall branding of the card.

As this agreement could last a long time, we may need to change its terms occasionally. We can foresee some of the reasons we may want to do this and have listed them below, but in future we may also want to make changes for other reasons. We tell you in advance about these changes and how they affect you. You can end your agreement if you do not want to accept some changes, as explained below.

### B8.1 What can we change?

We can change (including introducing new):

- interest rates;
- fees or charges; and
- any other term in Part A or Part B (such as your credit limit, minimum payment or card type).

We cannot change terms that we tell you are fixed (such as interest rates fixed for a set period).

### B8.2 Why may we make a change?

- a) We may make changes for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Reason	For example
A change in the cost of running our accounts, including changes in our funding costs.	If there is a change in the amount we have to pay to borrow the money we lend our customers, we may need to change what we charge for borrowing.
A change in law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body, or an undertaking we give to a regulator.	We may have to update our security terms because new legislation introduces tighter standards.  We may have to make changes to your agreement if a regulator requires us to treat certain customers such as those with longstanding debt, including customers in or at risk of falling into persistent debt, in a particular way.
A change to move you back onto terms that would apply to customers we consider equivalent to you if we have made changes to your agreement or if different terms have applied because of your personal circumstances.	You may have fallen into persistent debt and your rates may have moved as a result. If you pay off your separated persistent debt balance, we may change your rates back to more standard pricing.
A change in the products or services we provide or how we provide them, including our IT and accounting systems.	We may need to make changes if we introduce additional services on card accounts, or if a change to our computer systems means we can no longer provide a feature of your account or need to provide it in a different way.
Any other change that affects us, if it is fair to pass on its impact to you.	We may introduce new measures to combat fraud or make changes to reflect developments in digital payments or how payment systems or card schemes operate.
To do something positive for you.	Our terms may have to change in order to provide services in a new way, correct a mistake or to make these terms clearer or more favourable to you or because new technology allows you to make payments in new ways.

- b) We can make changes (except changes to default charges), if we think there is an increased likelihood you will not be able to pay us what you owe on time. This may be because of things that are personal to you such as if:
- you have broken this agreement, for example you have missed payments, gone over your credit limit several times or a payment you make to us is not honoured;
  - the types of transaction you make (or their value or frequency) indicate riskier behaviour, e.g. unexpectedly high cash withdrawals or large gambling transactions;
  - you have broken the conditions of another agreement you have with us or another part of Lloyds Banking Group;
  - we are told by credit reference agencies about changes in your financial status.

We will not increase your interest rate if we know you are at risk of financial difficulties.

- c) We can make changes to reflect the way you use your account (for example, we may reduce the number of days between the statement date and the payment date if you always pay off your balance in full).
- d) We may increase your minimum payment by changing the calculation in A7 if we think that you have held debt on your account beyond a reasonable period, considering what you have repaid and the likely time it would take you to repay your balance based on your repayment pattern. This will enable you to reduce the amount of interest you will pay on your account and the time it takes you to clear your balance.
- e) As this agreement has no fixed end date, we may need to make changes for a reason that we've not listed here.

#### For example

We may need to respond to changes in the financial services industry that affect how we provide our services and what we charge for them.

### B8.3. Changing your card type

We may change your card type or issue a different card type from the one you applied for, as well as or instead of an existing card. By signing the agreement you are asking us to do so. If your card type changes, we may also change your card and account

number. We will also tell you if the standard interest rates, fees, charges, credit limits or promotional offers will change. We cannot change the terms of promotional offers you have already taken up.

We may issue an additional card that is of a different card type to the card you already hold. If we do this your account will operate as a single card account with a single credit limit accessed by any of the cards associated with your account. We may also give you other means of accessing your account.

#### **B8.4 How and when will we tell you about changes to this agreement and what are your rights?**

We will tell you in writing about any changes (except changes to Bank of England Base Rate where your standard interest rates are linked to Base Rate – see B3 for details). The table below shows when we will tell you about different changes, and when you can end the agreement if you do not want to accept the change.

Type of change	When we tell you	Can you reject the change?
Change to your advantage	At least 7 days before the change	No
Change to your disadvantage (except interest rate changes)	At least 30 days before the change	Yes, you have at least 30 days to reject it, but this will end your agreement – see B9
Change to interest rates to your disadvantage	At least 60 days before the change	Yes, you have at least 60 days to reject it, but this will end your agreement – see B9

### **B9. Ending this agreement**

We may end this agreement immediately if:

- there is illegal or fraudulent activity on or connected to the account;
- you are or may be behaving improperly – for example, in a threatening or abusive way;
- by continuing the agreement any company in the Lloyds Banking Group may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or
- you have seriously or repeatedly broken this agreement in any other way.

In any other case, we will give you two months' notice in writing. You can give us notice to end the agreement at any time.

If either of us gives notice to end this agreement:

- you must stop making any transactions, destroy all cards, cancel any recurring transaction instructions and repay your full balance;
- the agreement will continue until you have repaid all amounts you owe us including amounts added to your account after notice was given; and
- if your standard interest rates are linked to the Bank of England Base Rate, they will no longer be linked to it from the last working day of the month in which your notice was given. But if you give us notice in the last 7 working days of the month, we may not be able to prevent any Base Rate changes in that month taking effect on your account.

If we say you can end the agreement in response to a change we make, this means you can tell us before the change takes effect that you want to end your agreement. The change will then not apply to you unless we have to make it to comply with regulations. You will be able to repay your balance by making monthly payments at the existing rate and terms and conditions, and this agreement will not end until you have paid everything you owe.

We may require immediate repayment of everything you owe under this agreement if you die, are made bankrupt, act fraudulently or break this agreement repeatedly or seriously. But before demanding payment we will always follow legal requirements for your protection.

### **B10. If things go wrong**

#### **B10.1 Claims for unsatisfactory goods or services**

No additional information – see A10.1 for details.

#### **B10.2 Lost or stolen card or security details**

No additional information – see A10.2 for details.

#### **B10.3 When are we responsible for transactions on your account?**

You should notify us as soon as you become aware of an unauthorised transaction (including where this has been initiated through a PISP). You do not have to pay us anything for any transactions on your account made by someone other than you or an additional cardholder unless we can show you gave someone else your card or security details to make the transactions. If we can show this, you are responsible for all use of the card before you give us notice under A10.2, but you are not responsible for unauthorised transactions if:

- we did not apply legally required procedures to check that you authorised the transaction; or
- the transactions were made with the card or security details at a distance, e.g. online.

If you are not responsible for a transaction, we will refund it and any charges and interest resulting from it as soon as practical. This includes where an unauthorised transaction is initiated through a PISP. If the PISP is responsible for the unauthorised transaction, we will refund the amount of the transaction including any interest, fees or charges we charge you as a result. We will try to recover the funds from the PISP but will have no further responsibility. You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your account, or regarding any transaction that we, the police or other authorities are investigating. We may pass related information to other lenders or banks, to those involved in processing card transactions, or to the police or other authorities, in the UK or (if appropriate) abroad.

#### **B10.4 Refunds and mistakes**

You can ask us to refund a purchase (and any interest we have charged on it) if all the following conditions are satisfied:

- The purchase was made from a retailer in the European Economic Area (EEA) which means EU member states, Norway, Iceland and Liechtenstein.
- You did not specify an exact amount to be paid.
- The amount taken was more than you could have reasonably expected in the circumstances including your previous spending patterns.
- You request a refund within 8 weeks of the payment date.

If these conditions are not satisfied, we do not have to refund you but we will tell you if we can help or suggest other steps you could take. We may ask you to provide information that is reasonably necessary to investigate whether you are entitled to the refund. You may also find it helpful to contact the person you paid.

If we are told, for example by another lender or bank, that someone else has paid money into your account by mistake, we may take from your account an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you. If we cannot return funds to that person, we may give them or their bank details about you and your account so they can recover the money.

#### **B10.5 What if your circumstances change?**

As soon as possible, you must let us know if your circumstances change in a way that we may not otherwise know about and that is likely to change our assessment of your financial standing. Examples include losing your job or your income significantly reducing; say because you are off work with long-term sickness.

If you have money worries or find yourself in financial difficulty, please contact us to discuss your options. If you prefer to speak to someone independent before you speak with us, several free advice services are available. We'll be happy to give you details.

#### **B10.6 Operational or security incident**

We will tell you without delay if there is a major operational or security incident that may affect you. We will explain what you need to do.

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### **B11. Contacting each other and electronic communications**

We will contact you using the details you give us. If we say we will write to you, we will send a letter or write to you individually in some other way that we reasonably think is suitable. Examples include email, text or including a message in your statement or by providing information in your secure personal area in Internet Banking.

You must tell us if your name or contact details change by calling us, visiting a branch or going online. Otherwise, we will continue using the details you last gave us. We are not responsible if we cannot contact you or if we send confidential information to the wrong address using those details.

If you provide your mobile phone number or email address, we will register you for our free account alerts service so we can send you messages to notify you of certain activity regarding your card. We will use the most recent contact details we hold for you.

You can request electronic correspondence (including paperless statements, emails or texts) to be provided in your secure personal area in Internet Banking or ask us to start sending you paper correspondence. You can do this by contacting us or by logging into Internet Banking and going to the "Manage Online and Paper Preferences" page. We will not amend any electronic correspondence provided in your secure personal area in Internet Banking.

If we send you information using Internet Banking, you will receive an email from us when a document is ready for you to view. If we know that the email has not been delivered, we may resend it or return your preferences to paper correspondence.

**! We may charge you our reasonable costs of trying to find you if your contact details are not correct.**

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### **B12. Changing your mind**

No additional information.

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### **B13. Loyalty (if applicable)**

No additional information.



## **B14. Other important terms**

### **B14.1 Complaints**

If you have a complaint in connection with this agreement, you can write to, call us (see A11 for details) or go online. If our Customer Service Department cannot resolve the complaint, or you are not happy with their response, you can apply at no cost to you, to have it resolved by the Financial Ombudsman Service. You may also be able to ask them to look at your complaint in some other circumstances (please see <http://www.financial-ombudsman.org.uk> for details). If you live outside the United Kingdom or you prefer not to deal directly with the Financial Ombudsman Service, you may be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>), although this may not be available if the United Kingdom is not a member state of the European Union or part of the European Economic Area.

### **B14.2 Rights and obligations under this agreement**

You may not transfer any of your rights or obligations under this agreement. We may transfer our rights and obligations under this agreement (including our obligation to lend) to someone else. If we do so, your rights under this agreement will not be affected.

If we choose not to enforce any of our contractual rights against you, we can still enforce them at a later time unless we tell you we have chosen to give up our right to do so.

A person who is not a party to this agreement has no rights to enforce it.

Each term or part of a term of this agreement operates separately. If any court of competent authority decides any of them are unlawful or unenforceable, the other terms will remain in full force.

Unless you have a legal right to do so, you must not hold back a payment you owe us because of a disagreement between you or an additional cardholder and a third party if doing so means you will be failing to pay a debt you have not disputed with us.

### **B14.3 What happens if we break the terms of this agreement?**

We are responsible if you suffer loss because we have broken this agreement. There are four exceptions to this rule:

- We are not responsible if a retailer or bank (or its cash machine or other machine) does not accept your card or card number.
- We are not responsible for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary. These include delays or failures caused by industrial action (e.g. strikes), problems with another system or network, mechanical breakdown or data-processing failures.
- We are not responsible for losses or costs if a regulatory requirement means we must break this agreement.
- We make this agreement with you as a personal customer. So we are not responsible for any business losses or costs you suffer, such as loss of business, profits or opportunities.

These exceptions do not apply to:

- losses caused by us acting fraudulently or very carelessly; or
- any other liability to the extent that the law stops us limiting or excluding that liability.

### **B14.4 What is set-off and how can we use it?**

If we owe you any money under this agreement, we may use that money to reduce any arrears you owe. This is called the right of set-off. If we intend to use this right, we will tell you.

If you owe us money under this agreement, we may take payment from current or savings accounts you have with us if you don't pay us on time. This includes joint accounts, and you should ensure you make any joint account holders aware of this. If we choose to exercise this right, we will first check that you have enough left in your accounts to cover essential living expenses. We will also follow any relevant guidance in a code of practice that applies to us, or as required by our regulator or another similar body.

### **B14.5 Law applying to this agreement**

- (a) Unless you are resident in Scotland at the time this agreement is entered into, English law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. In addition, the courts of England and Wales will have exclusive jurisdiction regarding this agreement, subject to (c) below.
- (b) If you are resident in Scotland at the time this agreement is entered into, Scottish law will decide any legal questions about it, and about our dealings with you with a view to entering into this agreement. In addition, the Scottish courts will have exclusive jurisdiction regarding this agreement, subject to (c) below.
- (c) However, if you have a dispute arising out of the operation of one of our branches, agencies or other establishments, the dispute may be brought in the courts where that branch, agency or other establishment is located. In such circumstances, the law of the place in which the branch, agency or other establishment is located will decide any legal questions about this agreement and our dealings with you with a view to entering into it.

General law (for example, about banking or consumer protection) applies to this agreement and the services we provide to you under it. For further information about these legal rights, contact your local Trading Standards Department or Citizens' Advice.

This agreement applies even if any term of it contradicts or overlaps with any law that applies, unless the law says we cannot agree with you to change or exclude the effect of that law.

#### **B14.6 How we are regulated**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628. The Financial Conduct Authority, 12 Endeavour Square, Stratford, London E20 1JN is the supervisory authority.

#### **B14.7 Other key information**

During this agreement, you may request a copy of this agreement at any time.

Any security you give us under another agreement will not apply to this agreement.

We may offer (and withdraw) extra benefits and services that are not covered by this agreement. If we do this, we will provide separate terms at the relevant time.

Our charges include any delivery costs and any tax you have to pay through us. You may have to pay other taxes or costs that you do not pay us or through us.

We provide this agreement in English and will communicate with you in English.

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The Clear English Standard applies to the wording only.