



# MBNA 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": MBNA Limited, Cawley House, Chester Business Park, Chester CH4 9FB, 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 parts 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, if there is one on your account.

**! 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 in the first 60 days	XX.XX% p.a. fixed interest for the first X months from your account opening date	N/A
Balance transfers in the first 60 days	XX.XX% p.a. fixed interest for X months from your account opening date on the transferred amount and promotional fee	XX.XX%
Money transfers in the first 60 days	XX.XX% p.a. fixed interest for X months from your account opening date on the transferred amount and the promotional fee	XX.XX%

We will tell 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. We will tell 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.XXXX%	XX.XX%
Purchases	X.XXXX%	XX.XX%
Balance transfers	X.XXXX%	XX.XX%
Money transfers	X.XXXX%	XX.XX%
Default charges – The simple interest rate is X.XXXX%.		

**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 charge interest on your balance, including any interest we charged before.

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

Your standard simple interest rates (see table above) will automatically move up and down in line with changes to the Bank of England Base Rate. If your simple rates change, your effective rates will change too. For more about this, see B3.

We may also change your standard interest rates for other reasons. For more about this, see A8.

**! Your standard simple interest rates are linked to the Bank of England Base Rate, so they change when the Base Rate changes. We may change whether or not your standard simple rates are linked to the Base Rate in future. We may also change your standard interest rates for other reasons. If we make such changes, we will write to you. Section A8 says more about this.**

**! If you are in persistent debt for 36 months (two back-to-back 18-month periods) your rates will automatically stop being linked to the Bank of England Base Rate. This means your rates will stop moving up and down in line with the Base Rate, although we may change them for other reasons. For more about this, see B7.8. If we decide to link your rates to the Base Rate once you're no longer in persistent debt, we will write to let you know about that, and your options, at the time.**

#### 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 two exceptions to this rule:

- **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 if 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 payable) 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 close your account and 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;
- any annual fee is paid on the date the agreement is made;
- 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 and you can pay off all or part of your balance at any time.

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 £25 or the total of:

- any interest charged as shown on your statement; plus
- any default charges payable as shown on your statement; plus
- X.XX% of the total balance you owe (including interest and charges), as shown on your statement.

If you owe less than £25, you must pay the full amount you owe.

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

**! We recommend you avoid only paying the minimum payment for long periods of time. If you only pay the minimum, repayment 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 the purchaser can be paid from the sale proceeds of your home.**

**! It is important you try to manage your account so you do not fall into persistent debt (which is where you have paid more in interest, fees and charges than you have paid off your balance over the previous 18 months). If you are in persistent debt for 36 months (two back-to-back 18-month periods), certain things automatically happen under this agreement. See B7.8 for details.**

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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 your interest rates if our view of your ability to repay us changes, for example, because of the way you manage your 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 (except where your interest rates change automatically in line with changes to the Bank of England Base Rate). You may tell us before the increase takes effect that you want to close your account, end the agreement and repay what you owe at the existing interest rates.

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## A9. Ending this agreement and closing your account

This agreement has no fixed or minimum duration and can be ended by you or us. You can close your account and end the agreement 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 close your account, we normally give you at least two months’ notice but may do so immediately in exceptional circumstances, for example if we reasonably suspect criminal or fraudulent activity connected with your account, you seriously or repeatedly break this agreement or we would break the law by continuing with your account. If your account is closed, the agreement will end once you have repaid your balance in full.

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## A10. If things go wrong

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

If you use your card to buy goods or services and the cost of an individual item is over £100, but not over £30,000 you may have the right to make a claim against the supplier or us, or both, if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier’s description.

**! 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:  
MBNA Limited, Credit Card Operations, BX1 1LT.

Otherwise you can reach us in the following ways:

	From the UK	From abroad
Reporting your card lost or stolen	0800 056 0081	+44 1244 757 229
Textphone	18001 0800 056 0081	+44 18001 1244 757 229
Customer Services	03456 062 062	+44 1244 659 005
Textphone	18001 03456 062 062	+44 18001 1244 659 005

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 MBNA uses 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 [mbna.co.uk/privacy](https://mbna.co.uk/privacy) or you can ask us for a copy.

Credit cards issued by MBNA Limited. Registered Office: Cawley House, Chester Business Park, Chester CH4 9FB. Registered in England and Wales under company number 02783251. Authorised and regulated by the Financial Conduct Authority. MBNA Limited is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017. Register Number: 204487 for the provision of payment services.

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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 Online Card Services 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	
<b>card</b>	Any credit card or credit card number issued under this agreement, including renewal, replacement or additional cards, digital versions of cards and card details stored on an electronic wallet, smartphone or another device.
<b>security details</b>	Details or security procedures that you must follow or use to give an instruction, authorise a transaction, confirm your identity or access a device – for example, a password, security code, PIN, signature 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 your permission, the PISP will initiate any transactions you can make through your Online Card Services (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;
- 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. This allows 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>

<b>Transfers</b>	<b>Balance transfers</b>	Using your available credit to pay some or all of your credit card balance with another UK provider.  The minimum transfer is £100.	By completing the balance transfer request details when you apply for your credit card.  You can also ask us to process a balance transfer 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 when 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 bank or lender is not a member of the Faster Payments Scheme, we may not be able to carry out your request. We are not 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.  The minimum transfer is £100.	By completing the money transfer request details when you apply for your credit card.  You can also 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.  Section B1 tells you how much of your credit limit you can use to make balance transfers and money transfers.
<b>Cash transactions</b>	<b>Cash withdrawals</b>	Using your available credit to obtain cash.	Using your card and security details at an ATM or at an over-the-counter service.	When you make a cash transaction (including gambling, currency exchange and cash-equivalent transactions): <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> We may treat any transaction at a gambling establishment (e.g. casino) as a gambling transaction, including buying food and drink.  ATMs have a daily cash withdrawal limit of £500 unless the ATM operator sets a lower limit, or we tell you otherwise.
	<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>Cash equivalent</b>	Using your available credit limit to make cash-related or cash-substitute transactions including: <ul style="list-style-type: none"><li>• sending money orders or wire transfers (other than balance transfers or money transfers)</li><li>• buying coins, banknotes or digital currency</li><li>• paying government or court fines, enforcement penalties, fees or costs</li><li>• online trading such as share dealing or investments</li><li>• purchasing or topping up electronic money, payment cards, mobile wallets or account dashboard services.</li></ul>		
<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 Online Card Services (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

If you make a transaction in a currency other than sterling, it will be converted into sterling at the exchange rate set by the relevant 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). Exchange rates may change, so the exchange rate on the date you make your transaction may not be the same as the exchange rate used on the date the transaction is converted. The exchange rate 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. 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	
Lloyds Banking Group	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:

- the transaction would result in you going over or going further over your credit limit or any limit on the transaction type;
- 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 including from credit reference agencies or debt advisors, or us finding that you are bankrupt or have made an arrangement with your creditors;
- 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;
- we believe you have held debt on your account for a prolonged 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;
- we have reasonable grounds for suspecting fraudulent or unauthorised use of your account, including if the transaction seems unusual compared with your normal card usage;
- we consider it necessary to protect the security of your account or card;
- authorising the transaction would cause a breach of this agreement;
- 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 any card or your account;
- 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;
- we consider that not doing so may cause us (or another company in the Lloyds Banking Group) to breach a legal requirement;
- we consider that not doing so may expose us to action from any government or regulator;
- any TPP involved does not appear to us to be authorised by law or has not provided the appropriate certification;
- your account has been closed or notice to close it has been provided;
- your card has expired; or
- 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 we may not always be able 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 once 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 that seem unusual.

### **B2.6 Incorrect transfers**

We will refund the amount of a transfer (and any interest, fees or charges that result) as soon as we can, if you instruct us or a PISP to make a transfer and we or they do not make it or it never arrives. You should tell us as soon as you notice any error. If there was a mistake in your instruction or we can show that the other bank or lender received the transfer, we are not responsible for it but we will try to trace and recover the money for you if you ask us to. We may charge reasonable costs for this. If a PISP is responsible for the incorrect transfer, we will refund the amount of the transfer (and any interest, fees or charges that result).

You can ask us for the relevant information if you need it to make a legal claim to get the money back.

### **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. Additional cardholders can only make purchases and cash transactions on your account and will not have access to the same services or account information you do, unless we agree otherwise. 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, the account is closed or the agreement comes to an end.

### **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. 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 B11 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 it would compromise our reasonable security measures or be unlawful to do so.

We may make available to a TPP a certain way of accessing your account. If we do, and it tries to access your account by a different way, we may refuse 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 should let the TPP know as well. We will then ensure we do not give further access to that TPP but your account will continue, subject to this agreement.

## B2.9 Personal use

Your account is for personal use only and must not be used for any business purpose.

## B3. Interest rates

### B3.1 Promotional offers explained

These are interest rates and fees that may 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. If you use any promotional offers we will show them on your statement. 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.

### B3.2 Base Rate and how it affects your interest rates

Meanings of words we use	
Base Rate	The official bank rate set by the Bank of England.

If your account is linked to Base Rate, your standard simple interest rates will change automatically in line with changes to the Base Rate. You can find details of the current Base Rate on the Bank of England's website ([www.bankofengland.co.uk](http://www.bankofengland.co.uk)).

### B3.3 When and how Base Rate changes take effect on your account

If your standard simple interest rates are linked to Base Rate, these rates will change by the same amount as any change to the Base Rate. However, your standard simple interest rates will not track any movements in Base Rate below 0% (if Base Rate is ever below 0% we will treat it as if it is 0% when we work out your standard simple interest rates). The effective rates detailed in A3 will change by an amount slightly higher than the change in Base Rate because effective rates include interest on interest.

These changes will take place on the next working day after the change to the Base Rate is published unless you have a new account. For new accounts, your interest rates will change on the day after the date of your first statement. The change will be the combined effect of any changes to Base Rate that happen from the day after your account is opened, until your first statement date. For example, if Base Rate is increased by 0.25% and is then increased again by 0.25% we would increase your simple interest rates by 0.5%. After your first statement date, we will no longer treat it as a new account and your interest rates will change on the next working day after any Base Rate change is published, as described above.

We will confirm your new interest rates on the next statement we provide to you after a Base Rate change. If we're not sending regular statements when a Base Rate change happens, for example if you've not been using your account or don't have a balance owing, you'll see your new interest rates when we next send you a statement. This will be your next annual statement, or if it's sooner, after you start using the account again and when you next get a monthly statement.

### B3.4 When will my interest rates stop tracking Base Rate?

Your interest rates may stop being linked to Base Rate if you are in persistent debt for two back-to-back 18-month periods (see B7.8 for details) or if your account is closed (see B9 for details). We may also link or unlink your rates from Base Rate for another reason and if we do, we will tell you about this beforehand (see B.8 for details about changes and how we will tell you about them).

## 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 – you pay the balance in full every month

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 – you start paying in full

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.

**Scenario 3 – you stop paying in full**

If you pay your May balance in full and paid in full previously, we will calculate the interest charges on any purchases you make in June from the date we add each one to your account, but will only add that interest to your account if you don't pay the June statement in full. If you don't pay the June statement in full, those interest charges will be added on your July statement.

**! 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 (A5 tells you if it applies to your account)</b>	Purchases	The annual fee is first charged on account opening and shows on your first statement. The annual fee is then charged in the anniversary month of each following 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 (A5 tells you if it applies to your account)</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 transactions	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 we did not receive your minimum payment in cleared funds by the payment due date. <b>! You will lose any promotional offers if this happens.</b>

**B6. APR and Total Amount Payable**

No additional information – see 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>	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: - call Customer Services (see A11 for details); or - use Online Card Services (if registered).  Your Direct Debit will not automatically reduce to take account of any payments you make after your statement date. See B7.3 for more about this and about when your Direct Debit might be changed or work differently to this.  Your statement shows the date of your Direct Debit.	When you set up a new Direct Debit, this takes effect from your next statement date or any other date we tell you.  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.  To cancel your Direct Debit, you need to contact your current account provider. Please also tell us if you do this.
<b>Another online card service or online banking service</b>	You can also make a payment through another online card service or online banking service using:	We apply the funds to your card account on the working day we receive them. Please check with your bank when

	- the sort code and account number on your statement; and - your MBNA credit card number as your reference.	we will receive your payment. We recommend you allow at least one working day for your payment to reach us.
<b>UK bank branch</b>	You can pay at any 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 MBNA Limited 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, Online Card Services 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?	£527	£201
Total payable	£1,000 + £527 = £1,527	£1,000 + £201 = £1,201
How long would it take to clear the balance?	5 years, 3 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.
- Your statement is produced on the 1<sup>st</sup> of each month.
- You make your payment on the 15<sup>th</sup> of each month.
- No promotional rate applies.
- The annual fee is £0.
- The interest rate remains the same.
- The minimum payment is the higher of £25 or 1% of the total balance you owe as shown on your statement including interest and charges, or if you owe less than £25 the full amount you owe (this may differ from your minimum payment requirement; see A7 for details).

### 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 loyalty or reward schemes.

If you normally pay by Direct Debit, we may:

- increase your Direct Debit payment if it's not enough to cover your minimum payment, for example if you usually pay a fixed amount or percentage;
- increase your Direct Debit payment to collect any missed payments that have not been paid;
- reduce your Direct Debit payment if your balance is lower than the payment to avoid putting your account into credit.

Your statement shows the date your Direct Debit is due to be taken. We usually take your Direct Debit amount in full even if you make an additional payment during the month. We won't do this in certain circumstances, for example if we have reduced your Direct Debit payment to avoid putting you into credit, if you have any missed payments on your account or if we've made changes to the way your account works because you are in financial difficulty. In those cases, we may reduce your Direct Debit

to reflect additional payments made during the month. We will do this until two clear working days before your next Direct Debit payment is due to be taken.

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 £25, 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 £25.

##### **Scenario 2**

If you have a balance of £100, and the minimum payment we ask you for in your statement is £25, 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 £75; 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 £75. We will use both the £200 refund and your £75 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.

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 payment protection insurance) first. We may apply your payments differently if you are in persistent debt (see B7.8 for details).

#### **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. We may also provide a statement to give you information or a reminder about your account. 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 statement 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;

- we reasonably consider that not doing so may cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- we reasonably consider that not doing so may expose us 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

Meanings of words we use	
<b>Persistent debt</b>	You will be in persistent debt under this agreement if, you have paid more in interest, fees and charges than you have paid off the amount of your credit card balance over the previous 18 months.

If you are in persistent debt for 36 months (two back-to-back 18-month periods) we will automatically make these changes:

- We will unlink your interest rates from the Base Rate (as explained in A3). When we do this, your standard simple rates will stop moving in line with changes to the Base Rate, but we may change your interest rates for other reasons (see A8). We will write to you about this if it happens.
- We will separate the balance you owe on your account at that time from any future transactions and explain what you can do to repay that balance. To help you do this, as well as your required minimum payment, we may include a “recommended payment amount” on your statement each month. That is the amount you would need to pay to clear that balance in a reasonable period and the amount you would need to pay on any new spending so you don’t fall into persistent debt again. If you don’t make the recommended payments it won’t be a breach of this agreement (as long as you pay at least the minimum payment), but we may stop you using your card (see B2.5 for details about this).
- If we have separated your persistent debt balance, we may apply your payments in a different order to that explained in B7.4. We will do this so that your persistent debt balance is paid off before new transactions and will only do this in a way that does not cost you more in interest overall.

## 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 why 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 close your account and 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, or a different change in our costs for providing credit card accounts and services, we may need to change what we charge you for borrowing. We would not seek to recover the same cost twice.
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 long standing debt, including customers in or at risk of falling into persistent debt, in a particular way.

A change to move you back onto more standard terms, interest rates or fees if we had previously changed any of those because of your personal circumstances.	You may have previously fallen into persistent debt and your terms, rates or fees may have changed as a result. If you pay off your separated persistent debt balance, we may change your terms, rates and fees back to more standard pricing and terms.
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 our view of your ability to pay us what you owe on time changes. This may be because of things that are personal to you such as whether or not:
- you have broken this agreement, for example if 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, for example if you make 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 we will tell you about changes to this agreement and what your rights are**

We will tell you in writing about any changes (except changes to your standard interest rates where they are linked to the Base Rate – see B3 for details). The table below shows when we will tell you about different changes, and when you can close your account if you do not like the change.

Type of change	When we tell you	Can you reject the change?
Change not to your disadvantage	At least 7 days before the change	No, unless you close your account and pay your balance off before the change takes effect – see B9
Change to your disadvantage (except interest rate changes)	At least 60 days before the change	No, unless you close your account and pay your balance off before the change takes effect – see B9
Change to interest rates to your disadvantage	At least 60 days before the change	Yes, you will have at least 60 days to reject it, but this will close your account – see B9

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## **B9. Ending this agreement and closing your account**

We may close your account immediately if:

- there is illegal or fraudulent activity on or connected to your 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 legal or 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 to close your account and end the agreement. You can give us notice to close your account and end the agreement at any time.

If either of us gives notice to close the account and end this agreement, then once any required period of notice has ended:

- your account will close and you must stop using it;
- you will not be able to make any transactions, and must destroy all cards, cancel any recurring or future-dated 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 simple interest rates are linked to the Base Rate, they will no longer be linked to it.

If you tell us you want to close your account because of a change we're making and you repay the full balance before the change takes effect (see B8.4), it will not apply to your account and your agreement will come to an end. If there is a balance on your account when you tell us you want to close it, your account will close, you will be able to repay it at your existing interest rates and if your rates are linked to the Base Rate, we will unlink them as described above. However, any other changes and the new terms and conditions will apply, unless we tell you otherwise.

This agreement will not end until you have paid everything you owe.

We may close your account and require immediate repayment of everything you owe under this agreement if you die, are made bankrupt or apply for a Debt Relief Order or make an individual voluntary arrangement with another lender, act fraudulently or break this agreement repeatedly or seriously. But before demanding payment we will always follow legal requirements for your protection.

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## **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 tell 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 interest, fees or charges that result from it as soon as we can. 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 added to your account 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 are met:

- The purchase was made from a retailer in the UK, or in the European Economic Area which means EU member states, plus 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 met, 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 to help us 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 lender or bank, details about you and your account so they can recover the money.

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

You must let us know as soon as possible if your circumstances change in a way that we may not otherwise know about and that may 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 will be happy to give you details.

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

We will tell you as soon as we can 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 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 Online Card Services.

You must tell us if your name or contact details change by calling us 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. We may ask you to provide proof of some changes and if we do, you must provide this promptly, and if you don't, we may stop you making transactions (see B2.5) or close your account (see B9).

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 tell you about certain activity on your account. 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 Online Card Services or ask us to start sending you paper correspondence. You can do this by contacting us or by logging into Online Card Services and going to the "Manage Online and Paper Preferences" page. We will not amend any electronic correspondence provided in your secure personal area in Online Card Services.

If we send you information using Online Card Services, 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 – see A12 for details.

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

No additional information – see A13 for details.

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### **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).

#### **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 you have taken out insurance through us, we may in the future decide to change to a different insurer for the provision of this cover and/or change the terms of the cover provided. We will give you at least 60 days' prior notice of any proposed change and we will set out clearly and in full any differences in price or cover. You will have an opportunity to decide whether or not to proceed with the new insurance and/or the revised terms. If you wish to proceed we will regard your continuing payment of the premium as constituting your consent to the new insurance and/or the revised terms and there will be no break in the cover provided.

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.

#### **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 other establishments, the dispute may be brought in the courts where that other establishment is located. In such circumstances, the law of the place in which the 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 financial services, 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 and regulated by the Financial Conduct Authority under registration number 204487. The Financial Conduct Authority, 12 Endeavour Square, Stratford, London E20 1JN is the supervisory authority.

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

You may request a copy of this agreement at any time.

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.