

# Terms & Conditions and Important Information Credit Cards

Please read these Terms and Conditions along with the Key Facts Document – together they provide all the information you need about the credit card you're applying for.

This document includes:

- Our Terms of Business
- Data Protection Statement
- Agreement Terms and Conditions
- Payment Information

Please read and keep for future reference.

Information correct as at 23 June 2020.

## Our Terms of Business

**Non-advised** – For the majority of our products we only provide you with information, not advice, to help you decide if a product is right for you. On products where we do provide advice, we will make this clear to you. Some products are only available via specific channels (e.g. internet only).

**Put Simply** – We will provide you with a 'non-advised' service, which means we will give you information to help you make your decision.

**Regulated** – We are authorised and regulated by the Prudential Regulation Authority (PRA) and also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 106054. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768. We are a member of the Financial Services Compensation Scheme (FSCS) - ask for a leaflet in branch for more information. We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

**Put Simply** – We are authorised and regulated by the Prudential Regulation Authority and also regulated by the Financial Conduct Authority. We are also a member of the Financial Services Compensation Scheme.

**Confidentiality** – We treat any information you give us confidentially. On joint applications your information may be shared with the other applicant and you must have their permission to provide their information. We may share the information with other companies in the Santander Group, our associated companies and with our service providers and agents, some of whom may be in other countries. We may do this so they can manage your account and to help us develop and improve our products and services. We will ensure your information is used in line with our own strict confidentiality policies and as required under UK data protection legislation. Information may be shared with our regulators for regulatory purposes. We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just tell us. If we decide to send you marketing about a credit product, we'll check your details at the credit reference agencies to see if it is appropriate to send you the marketing, but a record of this will not be seen by other lenders searching your file. You have a number of rights under data protection legislation. For more information on these ask for a copy of the 'Using My Personal Data' booklet.

**Put Simply** – The information you give us is treated confidentially, in line with data protection legislation. For more information on your rights you can ask for a copy of the 'Using My Personal Data' booklet.

**Credit and other checks** – If you apply for a credit / loan product we will perform a 'credit search', where we check details of your credit history with certain credit reference agencies, who will keep a record of that search (including details about your application with us, whether or not it is successful). For a short period of time this can affect your ability to get credit elsewhere. If the results indicate that the credit product that you are seeking would not be suitable, your application may be declined and we will tell you. If your application is accepted we may file details about you and how you manage your account at credit reference agencies. If you are applying for credit with another person (such as with a spouse or business partner), a financial link between the two of you will be created at the credit reference agency. For more information, a leaflet called 'Your application and credit scoring' is available on request. For all applications we will need to carry out some checks, including fraud checks and checking your identity. We'll check your details with fraud prevention and credit reference agencies to check your identity and application details, prevent and investigate crime, trace and recover debt, check insurance claims and for analysis and testing.

**Put Simply** – If you apply for a credit product, we will carry out a credit search to make a decision on your application and this will be recorded on your credit file. Records will be linked together on joint applications.

### Making a complaint

We're sorry if we haven't provided you with the service you expect. By telling us about it we can put things right for you and make improvements. We want to sort things out for you as soon as we can. The easiest and quickest way is by talking to us about your concern.



Please call our dedicated complaints team on **0800 171 2171\***.

Alternatively, you can contact us:



by writing to: Complaints, Santander UK plc,  
PO Box 1125, Bradford, BD1 9PG



at **santander.co.uk**, by logging on to your Online Banking and using our secure messaging service.



in person, by visiting any Santander branch.

Our complaints leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [santander.co.uk](http://santander.co.uk).

You may also be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services businesses. You can find out more information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

# Data Protection Statement

## Introduction

The Data Protection Statement sets out how we'll use your personal data.

Your personal data is data which by itself or with other data available to us can be used to identify you. We are Santander UK plc, the data controller. This data protection statement sets out how we'll use your personal data. You can contact our Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if you have any questions.

## The types of personal data we collect and use

Whether or not you become a customer or an additional cardholder, we'll use your personal data for the reasons set out below and if you become a customer or an additional cardholder, we'll use it to manage the account, policy or service you've applied for. We'll collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may be about you as a personal or business customer (if you are one) and may include:

- Full name and personal details including contact information (e.g. home and business address and address history, email address, home, business and mobile telephone numbers);
- Date of birth and/or age (e.g. to make sure that you're eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of products and services you've obtained or applied for, how you use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Biometric data (e.g. fingerprints and voice recordings for Touch ID and voice recognition);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates you may have;
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants you have);
- Education and employment details/employment status for credit and fraud prevention purposes; and
- Personal data about other named applicants. You must have their authority to provide their personal data to us and share this data protection statement with them beforehand together with details of what you've agreed on their behalf. When applying for a credit card you must have permission to give information about any third party named on the application form.

## Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so we can process your application (unless you're a customer and we already hold your details).

## Monitoring of communications

Subject to applicable laws, we'll monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what's been said. We may also monitor

activities on your account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

## Using your personal data: the legal basis and purposes

We'll process your personal data:

1. As necessary **to perform our contract with you** for the relevant account, policy or service:
  - a) To take steps at your request prior to entering into it;
  - b) To decide whether to enter into it;
  - c) To manage and perform that contract;
  - d) To update our records; and
  - e) To trace your whereabouts to contact you about your account and recovering debt.
2. As necessary **for our own legitimate interests** or those of other persons and organisations, e.g.:
  - a) For good governance, accounting, and managing and auditing our business operations;
  - b) To search at credit reference agencies at your home and business address (if you are a business customer) if you're over 18 and apply for credit;
  - c) To monitor emails, calls, other communications, and activities on your account;
  - d) For market research, analysis and developing statistics; and
  - e) To send you marketing communications and for marketing to you in-branch, including automated decision making relating to this.
3. As necessary **to comply with a legal obligation**, e.g.:
  - a) When you exercise your rights under data protection law and make requests;
  - b) For compliance with legal and regulatory requirements and related disclosures;
  - c) For establishment and defence of legal rights;
  - d) For activities relating to the prevention, detection and investigation of crime;
  - e) To verify your identity, make credit, fraud prevention and anti-money laundering checks; and
  - f) To monitor emails, calls, other communications, and activities on your account.
4. Based on **your consent**, e.g.:
  - a) When you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
  - b) When we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning your health, sex life or sexual orientation); and
  - c) To send you marketing communications where we've asked for your consent to do so.

You're free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

## Sharing of your personal data

Subject to applicable data protection law we may share your personal data with:

- The Santander group of companies\* and associated companies in which we have shareholdings;
- Sub-contractors and other persons who help us provide our products and services;

- Companies and other persons providing services to us;
- Our legal and other professional advisors, including our auditors;
- Fraud prevention agencies, credit reference agencies, and debt collection agencies when we open your account and periodically during your account or service management;
- Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice;
- In an emergency or to otherwise protect your vital interests;
- To protect the security or integrity of our business operations;
- To other parties connected with your account e.g. guarantors and other people named on the application including joint account holders who will see your transactions;
- When we restructure or sell our business or its assets or have a merger or re-organisation;
- Market research organisations who help to improve our products or services;
- Payment systems (e.g. Visa or Mastercard) if we issue cards linked to your account, your account is linked to a card on another current account, or as a result of a transfer to another account you receive a card. The Payment systems may transfer your personal data to others as necessary to operate your account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending your personal data overseas; and
- Anyone else where we have your consent or as required by law.

### International transfers

Your personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

### Identity verification and fraud prevention checks

The personal data we've collected from you at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in future. We may also search and use our internal records for these purposes. Further details on how your personal data will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the 'Using My Personal Data' booklet.

### Credit reference checks (for current accounts, credit cards, personal loans, mortgages, business current accounts and 11213 Mini customers if you hold a current account from the age of 18)

If you've applied for a credit product then in order to process your application, we'll perform credit and identity checks on you at your home and business address (if you are a business customer) with one or more credit reference agencies. To do this we'll supply your personal data to the credit reference agencies and they'll

give you information about you. When we carry out a search at the credit reference agencies they'll place a footprint on your credit file. A credit search may either be: a) a quotation search where a soft footprint is left. This has no effect on your credit score, and lenders are unable to see this; or b) a hard footprint where you've agreed/requested Santander to proceed with your application for credit. This footprint will be viewable by other lenders and may affect your ability to get credit elsewhere. We'll also continue to exchange information about you with credit reference agencies while you have a relationship with us. The credit reference agencies may in turn share your personal information with other organisations. The personal data shared with the credit reference agencies will relate to you and your business (if you are a business customer). Details about your application (whether or not it's successful) will be recorded and we'll give details of your accounts and how you manage them to credit reference agencies. We will use this personal data to manage your account, including any future increase in your credit limit and card, and to determine the interest rate payable and the way interest on the account is charged or calculated if you apply for a credit card. If you do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace your whereabouts and to recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted. A financial association link between joint applicants will be created at the credit reference agencies. This will link your financial records and be taken into account in all future applications by either or both of you until either of you apply for a notice of disassociation with the credit reference agencies. Very occasionally, if we have insufficient information about you and you apply for a credit card, we may use the information about other members of your family.

If you're a business customer and you're a director, we will seek confirmation from the credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- [experian.co.uk/crain](https://experian.co.uk/crain)
- [eouifax.co.uk/crain](https://eouifax.co.uk/crain)
- [transunion.co.uk/crain](https://transunion.co.uk/crain)

### Your marketing preferences and related searches

We'll use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can change your preferences or unsubscribe at any time by contacting us. In the case of social media messages you can manage your social media preferences via that social media platform. If you're over 18, we may search the files at credit reference agencies before sending marketing communications or doing marketing in-branch to you about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect your credit rating. We do this as part of our responsible lending obligations which is within our legitimate interests. If you have previously told us that you don't want information on other products and services or to be included in market research, we'll continue to respect your wishes.

### Automated decision making and processing

Automated decision making involves processing your personal data without human intervention to evaluate your personal situation such as your economic position, personal preferences,

interests or behaviour, for instance in relation to transactions on your accounts, your payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. We may do this to decide what marketing communications and marketing in-branch is suitable for you, to analyse statistics and assess lending and insurance risks. All this activity is on the basis of our legitimate interests, to protect our business, and to develop and improve our products and services, except as follows; when we do automated decision making including profiling activity to assess lending and insurance risks, this will be performed on the basis of it being necessary to perform the contract with you or to take steps to enter into that contract. Further details can be found in the 'Using My Personal Data' booklet.

### Other information about you if you are a business customer

We may also hold all the information you give to us (i.e. name, address, date of birth, nationality) in order to undertake periodic due diligence checks which banks are required to undertake to comply with UK legislation.

### If you apply for a Santander World Elite Mastercard

The Santander World Elite Mastercard has a number of extra services as part of the account. You understand that providers of those services i.e. Mastercard Europe SA and its suppliers, Collinson for LoungeKey access, Mastercard Concierge and Boingo Wi-Fi will collect and use information about you and any additional cardholders to provide the services. Certain information, e.g. contact details, will be provided by Santander, and other information will be provided by you or any additional cardholder if you choose to use the additional services. This means that:

- o The providers of the additional services will keep your personal data and the personal data of any additional cardholders to confirm your/their identity and manage the service, including the resolution of any complaints/dissatisfaction of the services provided.
- o Data will be provided by Santander to Mastercard and LoungeKey to inform them if a card has been closed.
- o Customer data will be provided to Mastercard Concierge to enable the concierge team to undertake the service.
- o Data will be provided by Santander to Mastercard and LoungeKey/Boingo to support the investigation of complaints and dissatisfaction of the services provided.

Providers of the additional services may transfer your information and additional cardholder information outside the European Economic Area for the purpose of providing the services. For further details of the service provided and data shared please refer to the Santander World Elite Mastercard extra services T&Cs.

You must make the additional cardholder aware of the above uses of their personal data.

### Criteria used to determine retention periods (whether or not you become a customer)

The following criteria are dealt with determine data retention periods for your personal data:

- o **Retention in case of queries.** We'll retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- o **Retention in case of claims.** We'll retain your personal data for as long as you might legally bring claims against us; and
- o **Retention in accordance with legal and regulatory requirements.** We'll retain your personal data after your account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

### Your rights under applicable data protection law

Your rights are as follows (noting that these rights don't apply in all circumstances and that data portability is only relevant from May 2018):

- o The **right to be informed** about our processing of your personal data;
- o The right to have your personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- o The right to **object** to processing of your personal data;
- o The right to **restrict processing** of your personal data;
- o The right to **have your personal data erased** (the "right to be forgotten");
- o The right to **request access** to your personal data and information about how we process it;
- o The right to **move, copy or transfer your personal data** ("data portability"); and
- o Rights in relation to **automated decision making** including profiling.

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: [ico.org.uk](http://ico.org.uk).

For more details on all the above you can contact your DPO or request the 'Using My Personal Data' booklet by asking for a copy in branch or online at [santander.co.uk](http://santander.co.uk). Santander UK plc may update its data protection statement from time to time. When we change the data protection statement in a material way, a notice will be displayed on our website along with the updated data protection statement.

### Data anonymisation and aggregation

Your personal data may be converted into statistical or aggregated data which can't be used to identify you, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

### \*Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

# Agreement Terms and Conditions

The following conditions form part of your Credit Agreement and should be read in conjunction with that document.

## 12 Definitions

In these terms and conditions, some words have particular meanings as set out below:

**'Account'** means the Account opened by us in your name that records the amount you owe us under this agreement.

**'Balance Transfer'** means either:

- a) a debit from your Account of an amount you owe another lender in the United Kingdom; or
- b) a debit from your Account to a personal current or savings account held by you with another lender or with us in the United Kingdom.

We will let you know about any restrictions that apply before you make a Balance Transfer.

**'Card'** means any Card or Card details issued by us for use in connection with the Account, including Card details stored on an electronic wallet, smart phone or another device.

**'Cash Limit'** means the maximum amount you may borrow on the Account (if any) from time to time for Cash Transactions.

**'Cash Transaction'** means any cash loan we make to you obtained by use of the Card or Card number, including

- a) the purchase of travellers' cheques or foreign currency
- b) cash from a cash machine displaying a payment scheme logo or obtained over the counter at a bank or cash provider
- c) any payment made by use of a money order, electronic money transfer, direct debit, standing order or similar
- d) any use made for gambling including internet gambling and purchase of lottery tickets
- e) similar facilities we may provide in connection with the use of the Account.

**'Credit Limit'** means the maximum amount you may borrow on the Account at any one time, including the Cash Limit, if any.

**'Default Fees'** means the fees set out in Condition 8.1.

**'Non-Sterling Transaction Fee'** means the fee set out in Condition 8.2 which is applied to Transactions made in a currency other than sterling.

**'Payment Scheme Exchange Rate'** means the exchange rate set by Mastercard or Visa (depending on the payment scheme logo displayed on your Card) and which is prevailing at the date and time your Transaction is processed.

**'Personal Security Details'** means various registration numbers or codes that allow you to operate the Account and any other Santander Group accounts in your name remotely.

**'PIN'** means any personal identification number to be used with the Card.

**'Promotional Period'** means the period we tell you before you make a Special Transaction during which preferential terms will apply.

**'Purchase'** means a Purchase of goods or services using the Card or Card number or where the amount of the Purchase is debited directly to the Account, for example, payment protection insurance premiums.

**'Recurring Transaction'** means an agreement between you and a supplier that allows the supplier to ask us to make payments to them from your Card Account on a regular basis.

**'Santander Group'** means Banco Santander, S.A., its subsidiaries, both direct and indirect, including Santander UK plc.

**'Special Transaction'** means any Transaction on preferential terms for a Promotional Period that we may make available from time to time.

**'TPP'** means a third party payment provider which is authorised to access information and make payments on online payment accounts operated by other providers (such as us and other banks, building societies and credit card issuers).

**'Transaction'** means a Balance Transfer, Cash Transaction, Purchase, and any other Transaction made by you or an additional cardholder on the Account.

**'We', 'us' or 'our'** means Santander UK plc and any person we may transfer our rights or duties to under this agreement.

**'You', 'your'** means the person who signed this agreement.

## 13 Your Account

### 13.1 Use of Card

- a) We will put on the Account all Transactions, Special Transactions and all other amounts you have to pay to us in connection with the Account.
- b) If you have authorised a Recurring Transaction, the supplier may continue to take payments from your Account until you tell them or us to cancel it. You may withdraw your authorisation at any time up to the end of the business day (Monday to Friday other than English bank holidays) before the Recurring Transaction is due to be paid. We will use our best efforts to stop these Transactions from being charged to your Account. As Recurring Transactions are initiated by the supplier, you may wish to contact the supplier as well to stop the Recurring Transaction being initiated. If the Recurring Transaction is taken from your Account after you have withdrawn your authorisation we will refund the Transaction amount together with any related charges or interest.
- c) You may not use the Card or the Account for any illegal purpose.

- d) Cards belong to us and you must immediately return them to us or destroy them if we ask you to. We may ask others to retain them for us.
- e) For operational reasons we can recall or replace Cards at any time and may change the Card and/or Account numbers at any time. We may provide a Card using a different payment scheme as a replacement Card as long as we reasonably think you will get the same or a better service with that Card. We may issue at our discretion a Card with a contactless function which can be used at suppliers who accept contactless Mastercard or Visa credit card payments. If your Card has a contactless function, this will have a maximum Transaction limit which we will tell you about when you receive your Card or you can contact us on **0800 9 123 123\*** for more information.
- f) You must not hold duplicate Accounts with us.

### 13.2 Credit Limit and Cash Limit

- a) The amount that you can withdraw in Cash Transactions in any month cannot be more than 50% of the Credit Limit. We may change this Cash Limit from time to time including reducing it to zero and will notify you of any changes by post, email, your statement or the document store in Online Banking.
- b) You must not go over your Credit Limit or your Cash Limit at any time. If you do so, you must pay us the excess immediately. To decide whether you have gone over your Credit Limit or Cash Limit we can take into account the amount of any Transaction we have authorised even if it has not yet been charged to the Account.
- c) In exceptional circumstances, we may allow you to exceed your Credit Limit as a service to you. Even if we allow this, you will still have to pay the Over Limit Fee detailed in Condition 8.1.
- d) We may decrease your Credit Limit from time to time and will tell you at least 30 days before we do so, unless we are concerned about your ability to repay us in which case we may reduce your Credit Limit immediately in accordance with Condition 15.2. We will tell you about any decrease by post, email, a text to your phone, or the document store in Online Banking.
- e) We may increase the Credit Limit from time to time and will tell you at least 30 days before we do so. We will tell you about any increase by post, email, a text to your phone, or the document store in Online Banking.
- f) From August 2018 you can choose how you want Credit Limit increases to apply to your Account and can change your choice at any time by contacting us.

We may tell you from time to time that an increased Credit Limit is available to you. Depending on how you have chosen to manage your Credit Limit increases, you will have the option to either:

- i) choose to exercise your right to that higher Credit Limit within the time we tell you (which will be at least 30 days); or
- ii) do nothing and your Credit Limit will automatically increase after 30 days.

We may not offer you an increased Credit Limit if we have concerns about the risk of you not repaying us.

A higher Credit Limit may offer greater flexibility and convenience to meet your financial needs. However, it may also increase the risk of taking on too much debt, which may be costly, or take a long time to pay off. You should carefully consider whether you need a higher limit.

- g) You can also tell us at any time if you no longer want any Credit Limit increases to be offered to you, if you want your Credit Limit to be reduced (subject to a minimum Credit Limit which we will tell you upon request) and you may reject any Credit Limit increase that we may offer you before it takes effect by calling us on **0800 9 123 123\***.

### 13.3 Special Transactions

We may offer you Special Transactions from time to time.

### 13.4 Balance Transfers

- a) You cannot make Balance Transfers to pay off an amount you owe on any other Card issued by a Santander Group company. We will let you know of any other restrictions that apply before you make a Balance Transfer. If you make a Balance Transfer to pay off an amount you owe another lender, you should continue to make any payments due to the other lender both before and after the Balance Transfer has been made. We may put limits on the amount of Balance Transfers or only allow them up to a proportion of your Credit Limit. We will tell you about these limits before you make a Balance Transfer. Details of our Balance Transfer Fees are set out in Condition 8.2. After a Balance Transfer has been added to your Account you cannot cancel it and any fee we charge for making the Balance Transfer cannot be refunded to you.
- b) If you ask us to make a transfer on a business day before the cut-off time, the payment will reach the receiving lender on the next business day. We will tell you the cut-off time when you ask for a Balance Transfer. If you make the request on a non-business day or after the cut-off time, we'll process it on the next business day and the payment will reach the receiving lender on the next business day after that.

If you ask us to make a Balance Transfer when you open your Account with us, we will treat the instruction as having been made on either:

- i) for applications made via branch or telephony – the date your application is accepted; or
  - ii) for applications made online or mobile – the date your Card is activated.
- c) If you ask us to make a Balance Transfer and the funds are sent to the wrong account, we will, unless you provided us with the wrong details, restore your Account to the state it would have been in had the payment not been made. If we send it late, you may ask us to contact the recipient lender and ask them to credit it as if it had been received on the correct date.
  - d) Where we find that you have given us incorrect details, we will use reasonable steps to recover any amounts sent. We are entitled to charge you a reasonable sum for doing this.

## 14 Additional Cards

- 14.1 You may ask us to issue an additional Card to up to three people you nominate as long as they are eligible for one.
- 14.2 You are responsible for use of all Cards issued on your Account, including the conduct of any additional cardholder that makes you break this agreement. You must ensure that each additional cardholder uses the Card according to the terms and conditions of this agreement.
- 14.3 We will not give additional cardholders information about your Account, except in respect of their own transactions. This does not affect your responsibility set out in 14.2 above.
- 14.4 You can ask us to cancel an additional Card at any time but you will remain responsible for it until it is returned to us or is securely destroyed.

## 15 Our right to limit your use of the Account

- 15.1 We may cancel or suspend your right to use your Card or Account at any time where we reasonably believe this is necessary because of reasons relating to:
- a) the security of your Card or Account;
  - b) suspected or actual unauthorised or fraudulent use of the Card or the Account;
  - c) a significantly increased risk that you will not repay us; or
  - d) you only meeting the minimum payment for a sustained period and then:
    - i) not responding to our requests under Condition 6.2 to select an additional payment amount; or
    - ii) responding to our requests under Condition 6.2 but failing to select an additional payment amount, either because you do not feel the higher amount is affordable, or because you do not wish to pay the higher amount; or
    - iii) responding to our requests under Condition 6.2 but choosing an option which we have told you will result in temporary suspension of the Card until the balance has been repaid or choosing another option but subsequently failing to maintain the higher payments for the requested period.
- 15.2 We will tell you that we are cancelling or suspending your right to use the Card or Account and give you our reason for doing this. Where we are unable to contact you to tell you of this we shall stop use of the Card or Account and let you know immediately after. Where your use of the Card or Account is unlawful we may cancel or suspend your right of use without telling you first. The agreement will continue if we cancel or suspend your right to use the Card or Account and we will not be liable for any loss or damage you or an additional cardholder may suffer as a result of the cancellation or suspension.
- 15.3 We may refuse to carry out a Transaction if:
- a) there is a threat to the security of your Card or Account;
  - b) you have exceeded or would exceed your Credit Limit or Cash Limit (except in circumstances in Condition 13.2 c));
  - c) you tell us that your Card has been lost or stolen;
  - d) we are required to do so for any legal, regulatory or fraud prevention purposes;
  - e) you have given us an inaccurate or unclear payment instruction;

- f) the Transaction appears unusual compared to your normal spending pattern; or
- g) we suspect fraud or that carrying out a Transaction may result in increased credit risk.

You can contact us to find out why we have refused to carry out a Transaction. Where we refuse to carry out a Transaction we will notify you of this and give you reasons for such refusal and tell you the steps required to complete the Transaction, unless doing so would compromise our reasonable security measures or otherwise be unlawful.

- 15.4 We may decline to issue you with a replacement Card where:
- a) you have repeatedly broken your agreement with us; or
  - b) your Account is dormant; or
  - c) we reasonably consider that there is a significantly increased risk you will not be able to repay us.

## 16 Charges

- 16.1 Details of fees charged in relation to all Transactions are detailed in Condition 8.
- 16.2 If you use your Card (or Card number) to withdraw cash from any cash machine or for another type of Cash Transaction, we will charge you the Cash Transactions fee set out in Condition 8.2.
- 16.3 All Transactions in currencies other than sterling will be converted into sterling on the day they are added to your Account at the Payment Scheme Exchange Rate (at the date and time the Transaction is processed) together with the Non-Sterling Transaction Fee. The Payment Scheme Exchange Rate used may differ from the rate when the Transaction was made as exchange rates vary on a daily basis. The Payment Scheme Exchange Rate used when such Transactions are made and the amount of the Transactions in sterling following application of the exchange rate will be set out in your statement. For an indication of the Payment Scheme Exchange Rate you can visit [www.mastercard.com](http://www.mastercard.com) or [www.visaeurope.com](http://www.visaeurope.com) or call us on **0800 9 123 123\***.

## 17 Payments and interest

- 17.1 You must make at least the minimum monthly payment each month, to be received by us by the payment due date shown in your statement. Payments will reduce your balance only when they are credited to your Account. Your statement will give you guidance on when to make payments by different methods so that they reach us and can be added to your Account on time. We will treat any payment you make (or part of it) as paying off any arrears on the Account first before treating it as the minimum monthly payment due on the Account.
- 17.2 We may at any time waive the whole or part of any interest in respect of any amount charged to the Account, if we think it appropriate to do so, based on how you use the Account.
- 17.3 As we process payments automatically we may accept partial payments marked 'payment in full' or other similar language without losing our right to claim full payment.
- 17.4 You authorise us to take payments due to us under this agreement from current or savings accounts you have with any Santander Group company if you do not pay them on time yourself. We will give you advance notice and will not



take payment if we consider that the funds in the relevant account will be required to pay standing orders or direct debits pending at the time we intend to take payment.

- 17.5 You should not make payments that place the Account in credit. If you do, we may still restrict the use of the Card and the Account to the amount of your Credit Limit and we can return any credit balance to you.
- 17.6 You may pay the Account balance in whole or in part at any time. You can call us on **0800 9 123 123\*** to find out your Account balance and you can make payments using any of the methods set out in your statement.

## 18 Disputed transactions and refunds

- 18.1 Where you dispute a Transaction, we will ask you to provide information which is reasonably necessary to allow us to carry out our investigation. We will tell you what information we require and the timeframe in which we need you to provide it to us when you contact us. If, following our investigation, we find that you have not authorised the Transaction, we will refund the amount of the Transaction and restore the Account to the state it would have been in had the Transaction not taken place. If we refund the amount of the Transaction before we investigate your claim, we reserve the right to redebit your Account should our investigations show that the disputed Transaction was correctly authorised by you.
- 18.2 If you dispute any pre-authorised Transaction, you must tell us about this as soon as possible. If the dispute relates to the amount of any Transaction where the amount of the Transaction exceeds the amount that you reasonably expected (other than as a result of exchange rate fluctuations), you must tell us within eight weeks from the date on which the Transaction was put on your Account as you are entitled to a full refund. The right to a refund does not apply where you have given consent to the Transaction to be made and information about the Transaction was provided at least four weeks before the date on which payment is due.
- 18.3 You cannot use a claim against a supplier as a reason for not making payments to us unless you have a legal right to do so.
- 18.4 Where a shop or other person you have paid using your Card gives you a refund, your Account will be re-credited when we receive an acceptable refund voucher. Any refund will be treated as a payment towards your Account balance and allocated in accordance with Condition 7. This means it may not pay off the specific Transaction to which it related.

## 19 Your statement

- 19.1 We will send you a statement each month that there is activity or a balance on the Account. The statement will show your payments and all Transactions and other amounts added to your Account since the last statement.
- 19.2 You must make the minimum payment each month even if you do not receive a statement for any reason. In these cases you must contact us to find out the minimum payment due that month. If you do not receive a statement, you will still have to pay any interest on the balance of your Account.
- 19.3 You must tell us as soon as possible if you think the statement is wrong or if you do not receive a statement.
- 19.4 You agree that, if Online Banking is available on your Account, we may make your statements available in a

printable and/or downloadable format via the document store. You will receive an email when a document is ready to view. You can choose not to receive statements in this way in which case they will be sent to the most recent postal address we have for you.

## 20 Remote access and security

- 20.1 If you have been provided with Personal Security Details, you will be able to use them to operate your Account, and any other Santander Group accounts you may have, using the internet, telephone and other channels, which may be available for your Santander Group accounts from time to time.
- 20.2 Whenever you use the internet, telephone or other channels to access your Santander Group accounts, the use of your Personal Security Details authorises us to provide the service you requested.
- 20.3 We may withdraw any or all of your Personal Security Details if we believe that this is necessary for security reasons or to prevent misuse of remote access services or of your Account.
- 20.4 You and each additional cardholder must:
- make sure that each physical Card is signed as soon as you receive it;
  - keep your Personal Security Details and Card safe and not let anyone else know them or use them;
  - make sure you know your Personal Security Details, PIN and other security information and keep them secret at all times, including destroying the notification we send you;
  - take care when storing or disposing of information about your Account; and
  - comply with the security procedures we tell you about from time to time.
- 20.5 If your Card is lost or stolen or you think that it or the Personal Security Details or Card number may be misused, or that someone may know your Personal Security Details or PIN, you must tell us as soon as possible by telephoning **0800 9 123 123\*** or writing to **Credit Card Customer Service, Santander UK plc, PO Box 983, Bradford BD1 9FE**. If we ask, you must write to us within seven days.
- 20.6 We must give us all the information you have about the loss, theft or misuse of the Card, Card number, Personal Security Details or the PIN, and any other information we ask for to help us. We may give the police any information we think will be useful.
- 20.7 You will not have to pay for any unauthorised use of your Card or PIN after you have told us that it is lost or stolen or you think that it may be misused by someone other than you or an additional cardholder, unless you or an additional cardholder have acted fraudulently or were responsible for the misuse, for example by allowing someone else to have the Card. You may have to pay us up to £0 for unauthorised use before you let us know that your Card or PIN is lost, stolen or liable to misuse.
- 20.8 You must not damage or deface any Card or interfere with any chip in a Card at any time except those Cards that have to be cancelled, withdrawn or have expired, which must be destroyed by cutting them into several pieces.

- 20.9 Our fraud detection systems highlight suspicious spending patterns. We may call you if suspicious Transactions appear on your Account. These calls may include computer generated speech. If you do not want us to call you this way, please phone us on **0800 169 3344\***.
- 20.10 To prevent and detect fraud, where we hold information about devices you use such as mobiles or tablets, we may use location or other data from these devices. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your Account. We will not use this information for any other purpose.
- 20.11 If you provided your mobile phone number or email address, we will register you for our free alerts service so that we can send you messages about your Account. These alerts will be sent by SMS and/or email. Alternatively, if you register for Mobile Banking and opt into receiving push notifications, we may choose to send these alerts by push notification instead of SMS and/or email in the future. We'll use the most recent contact details we hold for you. Where the messages are not a regulatory requirement we will give you the option to opt-out. We will only send you each message once. If you delete a message, we cannot send it again. All balances in any alert will be correct as at the date and time stated in the text or email. The balance may not include transactions that are still being processed and so may be subject to change.
- 20.12 You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes).

## 21 Third Party Providers

- 21.1 You can instruct a TPP to access online information on your Account and make online Balance Transfers from your Account as long as they have identified themselves to us and acted in accordance with the relevant regulatory requirements. We will treat any instructions from a TPP as if they are from you.
- 21.2 Although you must not, generally, give your security details to anyone else, you may give them to a TPP if they ask for them.
- 21.3 For an initial interim period (expected to be no more than 18 months from January 2018), some TPPs may (with your permission) choose to access your Account without identifying themselves to us. As a result, it is important that you check that any TPP you use is authorised to access your Account. They should make this clear from the information they give you. You must not give your security details to a third party that isn't authorised. If you do, we'll have to assume it's you that's authorising us to give access to information about your Account and you'll be responsible for any payments made as a result.
- 21.4 We can refuse an instruction from a TPP for the reasons set out in Condition 15.3 and may deny them access to your Account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable to do so, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which

we consider most appropriate in the circumstances. We will not tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so.

## 22 Changes to this agreement

- 22.1 We may change fees and charges (including removing or adding fees or charges) for reasons which are personal to you and which may be based on a number of factors, such as credit risk (which may include use of external credit reference data), the way you use your Account and whether you break the terms of this agreement.
- 22.2 We may also change fees and charges (including removing or adding fees or charges) and other terms where the change is to:
- take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England Base Rate; or
  - reflect an actual, or reasonably expected, change in our underlying costs or in law or regulation or to our way of doing business, including the introduction of new technology; or
  - reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.
- Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

- 22.3 As this agreement has no fixed end date, we may also change fees and charges (including removing or adding fees or charges) and other terms at any time.
- 22.4 We will give you at least 30 days' notice before we make a change under Condition 22.1, 22.2 or 22.3 unless it is to your advantage, in which case we may make the change immediately and tell you about it within 30 days. If a change is to your disadvantage you can write to us within 60 days to close your Account. If you do, the change will apply until the agreement ends.
- 22.5 We will let you know about any changes by post, email, your statement, or via the document store in Online Banking.

## 23 Ending the agreement

- 23.1 You may end this agreement at any time by writing to our Customer Service Department at the address in Condition 20.5 or calling us on **0800 9 123 123\*** and paying the full amount you owe us. Unless there are exceptional circumstances we will give you two months' written notice if we decide to end this agreement. You must continue to pay interest on all amounts you owe us even after the Account is terminated or closed.
- 23.2 We may demand repayment of the full amount you owe us (including any Special Transactions) if:
- we find out that our decision to lend to you was based on inaccurate, misleading or incomplete information; or
  - you break this agreement regularly or seriously, die, become bankrupt or make a voluntary arrangement with other people you owe money to; or
  - you have broken the terms of another agreement

you have with us and as a result we have given you notice ending that agreement and we have reasonable grounds for thinking that you may not be able to continue making payments under this agreement.

Before making any demand we will provide you with any notices required by law.

**23.3** We may close your Account (by providing two months' written notice), cancel or suspend your right to use your Account or reduce your Credit Limit if it has been dormant, meaning there have been no Transactions or a zero balance for a period of six months or more. Before we close, cancel or suspend your right to use your Account, we will contact you to determine whether you intend to make any further Transactions on your Card.

**23.4** Once notice has been given, Cards, Card numbers and PINs must not be used and you must destroy them or, if we ask you to, return all Cards having cut them into several pieces and cancel any instructions or authorities you have given others to charge your Account. You must continue to make all payments due under this agreement, which will continue until you have repaid all amounts owed to us, including amounts added to the Account after the notice to end the agreement.

## **24 General**

**24.1** For commercial reasons, we (or another Santander Group company) may decide to change the insurers that provide your insurance benefits. If that happens, we (or they) will write to you not less than 30 days before your current insurance expires with details of the new insurer and any changes to the terms and conditions of your cover. We (or other Santander Group companies) may transfer your personal information to any such new insurer to enable that insurer to provide your cover. You consent to the new insurer providing insurance cover to you. This consent will ensure that there is no break in your insurance cover and does not affect your right to cancel your credit agreement. You may cancel this consent at any time but if you do so, your insurance policy will terminate if we decide to change the insurer.

**24.2** You must have a UK residential address. You must tell us if you change your address or contact details or if you or an additional cardholder change name.

**24.3** We may transfer to any other person or business any or all of our rights under this agreement at any time and our duties (including, without limitation, our duty to lend to you). If the arrangements for servicing your Account do not change as a result of this assignment, we may do this without notice, but we will tell you if and when the arrangements do change. In other cases we will give you notice as soon as reasonably possible. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

**24.4** This agreement is governed by the law of England and Wales (unless the address from which you made your application was in Scotland when Scots law shall apply) which will also govern the relationship between us and you before the conclusion of this agreement. The courts of England and Wales have non-exclusive jurisdiction for any related disputes. We will only communicate with you in English.

**24.5** If we do not strictly apply our rights under this agreement at any time, this will not prevent us from doing so later.

**24.6** There may be other taxes or costs, which are not paid through us or charged by us, that you have to pay in connection with this agreement.

**24.7** We will not be liable if we are prevented from doing anything we have said we will do under this agreement because of anything that we cannot reasonably control, including any machine failing to work, any person, company or supplier refusing to accept any Card and industrial disputes.

**24.8** You may at any time during the term of this agreement request a copy of this agreement.

## **25 Complaints and how we are regulated**

**25.1** If you have a complaint, please contact our dedicated complaints department on **0800 171 2171**\*. We'll aim to provide you with a decision as quickly as we can. Our complaints leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [santander.co.uk](http://santander.co.uk). You may also be able to refer your complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

**25.2** The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN is the supervisory authority under the Consumer Credit Act 1974. We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

## **26 Credit intermediary**

If you were referred to us via an internet comparison website or specialist credit introducer, your credit intermediary may have included one of the following:

- o MoneySuperMarket.com operated by Moneysupermarket.com Limited of Moneysupermarket House, St David's Park, Ewloe CH5 3UZ
- o MoneySavingExpert.com operated by MoneySavingExpert.com Limited of One Dean Street, London W1D 2EP
- o Comparethemarket.com, Gocompare.com operated by Runpath Regulated Services Limited, a subsidiary of Experian Limited, The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ
- o Money.co.uk, Uswitch.com operated by RVU of The Cooperage, 5 Copper Row, London SE1 2LH
- o ClearScore.com operated by ClearScore Technology Limited of 47 Durham Street, Vauxhall, London SE1 1 5JA
- o Optimisemedia.com operated by Optimise Media (UK) Limited of 8th Floor Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA

\*Calls may be recorded or monitored.

# Payment information

Please read the following information on different payment methods that may apply to you and the way you use your card.

## How to make a payment

You can make payments to your account in the following ways:

Payment type	Information
Direct Debit	You can set up a Direct Debit to pay either the minimum repayment, a fixed amount or the full amount of your statement balance. If you would like to set up or amend a Direct Debit you can either call us on <b>0800 9 123 123*</b> or, if you're registered, through our Online Banking service.
Standing order/telephone banking/internet banking	Please contact your bank or building society and use the bank details provided on your statement to set up a bill payment. Please allow up to one working day <sup>1</sup> for payment to be credited to your account.
By cash or cheque at a bank or building society	You can pay by cheque or cash at any Santander UK branch. Allow up to one working day <sup>1</sup> for payment to clear if making a cash payment. If paying at any other bank or building society, please use the payment slip from your statement and allow up to seven working days <sup>1</sup> for payment to be credited to your account.
Cheque payment to Santander	You can pay by posting your cheque to Santander Processing Centre, Santander Credit Cards, PO Box No 12644, Harlow CM20 9QH. Please allow up to seven working days <sup>1</sup> for the payment to be credited to your account.

Full details about payment methods can also be found on the back of statements.

## Recurring transactions explained

A recurring transaction is a regular payment (other than a Direct Debit or standing order) collected from your credit card account by a supplier of goods or services (such as a magazine subscription) in line with your instructions. The Direct Debit Guarantee does not cover recurring transactions.

If you have authorised a recurring transaction, the person being paid may continue to take payments from your credit card account until you tell them or us to cancel it. You may withdraw your consent to a recurring transaction at any time. The latest point at which you can cancel your authorisation with us is the end of the working day<sup>1</sup> before the recurring transaction is due to be paid.

<sup>1</sup> A working day is defined as Monday to Friday, excluding bank holidays.

\*Calls may be recorded or monitored.

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Santander is able to provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please visit [santander.co.uk/alternativeformats](http://santander.co.uk/alternativeformats) for more information, ask us in branch or give us a call.

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You can apply for a credit card if you're a permanent UK resident aged 18 years or over, have a guaranteed annual income of £7,500 or more (before tax), have a good credit record and have not been declared bankrupt, had a CCJ or an IVA within the last 6 years. We will conduct a credit check as part of the application and this will determine whether or not you're accepted and the credit limit that we can offer. We reserve the right to refuse any application.

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