

From **15 August 2023**, we're making changes to our Business Credit Card agreement and cashback terms.

### Why are we making these changes?

- We're doing this to make sure our terms comply with law and regulation.
- We're making the terms clearer and simpler to read.
- We're moving terms around to make it easier for you to find the information you need.
- There are also changes to reflect our way of doing business.

You can find more information on the changes below.

## Changes we're making

What does the change relate to?	How is it changing?
<p>When we can change your interest rates, or other terms of the agreement (apart from your cash limit or credit limit)</p>	<p>We're setting out another reason why we can make changes to our terms. We can now do this to make our agreement <b>clearer</b> or <b>more favourable</b> to you.</p> <p>We're confirming that if a change is being made as a result of an underlying change in costs, we won't make changes to cover the same cost twice.</p> <p>We're also adding examples of when we might make a change to our terms to help you understand when this might happen.</p>
<p>What can happen if you miss payments</p>	<p>We can now ask you to cover the reasonable costs of us taking action to get payment from you. For example, if we take legal action, we might ask you to pay the legal costs.</p> <p>We can now sell or transfer your debt to a debt recovery company. If this happens, the debt recovery company can also take legal action against you.</p>
<p>Making balance transfers</p>	<p>When you ask us to make a balance transfer, we'll need to carry out some checks. That can impact the time it takes for it to reach the receiving lender.</p>
<p>When we can cancel or suspend your right to use your card or account</p>	<p>If it's reasonable, we may cancel or suspend your right to use your card or account in these situations:</p> <ul style="list-style-type: none"> <li>◦ You haven't given us information that we've reasonably asked for.</li> <li>◦ Accessing your account might cause us to break any law, regulation, court order, code or other duty that applies to us or mean we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.</li> </ul> <p>How we'll tell you or a cardholder about this will depend on the situation. But we'll always do this in the way we think is most appropriate. We won't tell you or a cardholder if we can't for legal or security reasons.</p> <p>We'll unblock your account and replace any cards or personal security details (if we need to) when the reason for the cancellation or suspension ends.</p>

What does the change relate to?	How is it changing?
<p><b>When we can refuse to carry out a transaction</b></p>	<p>Here are additional reasons we've added where we can refuse to carry out a transaction:</p> <ul style="list-style-type: none"> <li>○ The transaction relates to gambling, including betting.</li> <li>○ You or a cardholder haven't given us the correct details or information we've asked for, or the information isn't clear or correct.</li> <li>○ It could cause us to break or not follow a law, regulation, court order, code or other duty that applies to us.</li> <li>○ We're acting reasonably to protect against or reduce the risk of scams, fraud or other criminal activity.</li> <li>○ We're responding to guidance issued by a regulator, government or law enforcement body.</li> <li>○ You or a cardholder haven't kept to the terms of your agreement. Either more than once or in a serious way.</li> </ul> <p>We can also refuse to carry out a transaction if we reasonably believe that any of these situations apply:</p> <ul style="list-style-type: none"> <li>○ The payment instruction hasn't come from you or a cardholder or an authorised person.</li> <li>○ Your account isn't secure or your security or credit card details may have been used fraudulently or without your permission.</li> <li>○ You're not able to repay money you owe us because of a change in the way you use your account. Or a change in your financial circumstances.</li> <li>○ We or another member of our group could face action or censure by a regulator, government or law enforcement body.</li> <li>○ The payment may be connected to a scam, fraud or any other criminal activity (for example, because the payment is unusual or has features that suggest it may be connected to such activity or the account you're making the payment to has been connected to such activity).</li> <li>○ Your account or any other account you hold with us (or any member of our group) has been, is being or is likely to be used for any fraud, scam or any other criminal activity.</li> </ul> <p>Before we carry out a transaction, we need to carry out some checks. This might mean it's delayed.</p> <p>If we reasonably believe a transaction, such as a balance transfer, may be connected to a scam or fraud, we may contact you or a cardholder and ask you or them to confirm the transaction before we make it. Or we may delay making the transaction so that you or they have some time to check it and can cancel it if you need to. After you or they have checked the transaction, if we still reasonably believe it is connected to a scam or fraud, we may still refuse to make it.</p> <p>We may also apply limits to your payments from time to time. This could be to contactless payments or balance transfers to protect you or us against fraud or other criminal activity. Check our website if you want details of these limits. We may refuse a payment if it is above any of these limits.</p>
<p><b>Keeping your account secure</b></p>	<p>When you or a cardholder tell us that your card is lost or stolen or any of your security details have been used without your permission or someone has found out what they are, we'll immediately cancel your card or personal security details to protect your account.</p> <p>We're adding some ways you and cardholders can keep your account secure, like not downloading software onto your device during or following an unexpected call. And you should choose personal security details that aren't easy for others to guess.</p> <p>If you or a cardholder find a card you've reported to us as lost, you'll need to destroy it and not use it again.</p> <p>If we have a concern about a payment or the security of your account, we'll contact you. We may do this by phone, text or writing to you. If you don't want us to contact you in a certain way, let us know.</p>
<p><b>How we can end our agreement or close your account</b></p>	<p>We're updating the terms to make it clear that we'll only close your account immediately if we reasonably believe that one of the situations in your terms has occurred.</p> <p>We're also adding other reasons when we may close your account or end our agreement immediately. If we reasonably believe that:</p> <ul style="list-style-type: none"> <li>○ You or a cardholder used abusive or offensive language in instructions you give us.</li> <li>○ You've become bankrupt.</li> <li>○ You or a cardholder has misused your account. This will include, for example, if you use your account for a personal purpose, for economic crime or to avoid sanctions.</li> <li>○ You or a cardholder has acted dishonestly or given us false or misleading information.</li> <li>○ You or a cardholder ignore repeated warnings we give you about scams or fraud risks on your account.</li> <li>○ You or a cardholder acted fraudulently or illegally.</li> <li>○ Keeping your account open may cause us to break or not follow any law, regulation, court order, code or other duty that applies to us. Or, it means we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.</li> </ul>

What does the change relate to?	How is it changing?
How quickly you should tell us if your contact details change	We're adding that you must tell us if your contact details change as soon as you can but always within 30 days. That includes your details and the details of any cardholders. We're making it clear that if you don't, we won't be responsible if you don't get information or notices from us.
Transferring our rights and duties under the agreement	If we transfer our rights and duties under the agreement, we'll also transfer information about how you've managed your account that the person or business needs to know. You can't transfer any of your rights or duties under the agreement to anyone else.
Using other money you hold with us to repay the card	We're updating our terms to explain that if it's reasonable for us not to, we won't give you advance notice of taking available money in your accounts to pay off money you owe us. For example, if we reasonably think you'll move any money to stop us, we may not do so. We're also adding that, if we do this, we'll make sure you have enough money left in your accounts to pay your essential living expenses. We'll tell you how much money was moved out of your account after we've moved it. We won't do this if a legal reason stops us.
The law that governs our agreement	We're explaining that if your account is held in Northern Ireland, then the law of Northern Ireland will apply to our agreement instead. We're also making clear that if your account is held in Scotland or Northern Ireland you can use that country's courts to deal with any disputes that might happen.
How you can write to us	We're updating the address you can write to us at. If you want to make a complaint, you can write to us at Complaints, Santander UK plc, Sunderland, SR43 4GD. For everything else, you can write to us at Santander Credit Card Customer Service, Sunderland, SR43 3FS.

## Points we're clarifying

As well as taking the opportunity to make our terms clearer and simpler to read, we're also clarifying some points in our agreement.

What does the clarification relate to?	What is the clarification?
Who 'you' are	We're calling the person or business who entered into our agreement 'you', rather than 'accountholder'.
Balance transfers	We're clarifying that when we talk about balance transfers, we mean making a payment to another lender to reduce or repay what you owe them on a business credit card in the UK.
What happens if you miss payments	We're explaining that if we notice that, over a sustained period, you've only made your minimum monthly payments, or your monthly payments are low in relation to the balance on your account, we'll contact you to try to help you pay off your balance more quickly.
Interest on default fees	Currently, our agreement gives us the option to charge interest on default fees. We're clarifying that we won't charge any interest on default fees.
When you need to pay arrears	We're explaining that you must pay the total amount of any arrears straight away.
What if you're having trouble making your payments	If you're having trouble making your payments, please talk to us. We'll try to help you find a way to repay things in a more manageable way. You can also find information online in the help and support area of our website.
Reducing your credit limit	We're clarifying that if we lower your credit limit, we'll usually give you at least 2 months' notice of that change. However, if we're lowering it because we have concerns about whether you can repay us, or because you've asked us to, we can do this immediately. If you ask us for a lower credit limit, this is subject to a minimum credit limit of £500.
Cancelling a recurring transaction	Our terms allow you to cancel a recurring transaction. We're clarifying that if you want to cancel it, you can ask us to at any time up to 4.30pm on a business day or 2.30pm on a non-business day. A business day is Monday to Friday, except bank holidays in England. The recurring transaction will be cancelled on the next working day.

What does the clarification relate to?	What is the clarification?
<b>Demanding repayment of the full amount you owe us</b>	We're confirming that, when we demand repayment of the full amount you owe, you'll usually have a chance to fix the problem, unless it can't be fixed.
<b>What happens when the agreement ends</b>	We're explaining that if you or we end the agreement, any benefits we provide with your card will also end.
<b>What other information we will give you</b>	Our terms allow you and cardholders to opt out of any alerts that we aren't required to send you for regulatory reasons. We're explaining that you can do this through Online Banking, or by calling us.
<b>Business cashback terms</b>	
<b>When you won't earn cashback</b>	We're confirming that you won't earn cashback on interest, unauthorised or fraudulent transactions, or any account charges.
<b>What happens if you get a refund for a purchase</b>	Our terms already say that we'll take away any refunded purchases from the total amount of eligible purchases for that month. We're making it clear that if the refund amount is more than the amount of eligible purchases in a month, this will result in a negative cashback amount. Don't worry – if that happens, we won't take that amount from your account. Your cashback amount won't remain negative in the next month. Instead, it will reset to zero.
<b>Your minimum payments</b>	We're clarifying that cashback paid into your account won't count towards your minimum payment. That means you'll need to continue to pay the minimum payment shown on your statement by the payment date.
<b>How we'll tell you we've changed the terms</b>	We're making it clear that if we're changing our cashback agreement, we can give you notice through an eDocument you can see in Online Banking (where available). We can also do this by post, email, or on your statement.  We're also clarifying that if the change is to your advantage, we might make the change immediately and tell you about it within 30 days after we made the change.
<b>If you have questions or a complaint</b>	We're confirming our details if you want to make a complaint to us. You should contact our dedicated complaints department on 0800 171 2171. We'll aim to provide you with a decision as quickly as we can.  We're also confirming that if you aren't happy with our response, you might be able to refer your complaint to the Financial Ombudsman Service.