



# Sample Credit Card Agreement – Please note this is a sample credit card agreement for the 11213 Credit Card which came into effect on 11 January 2016.

## CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between us, Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN and you, the person who signed this agreement.

This agreement incorporates the Agreement Terms and Conditions and words in bold are defined in Condition 12.

### 1. DURATION OF AGREEMENT

This agreement has no fixed term. It will continue indefinitely unless and until it is terminated by you or us in accordance with Condition 23.

### 2. CREDIT LIMIT

Your Credit Limit will be determined by us from time to time under the agreement and notice of it will be given by us to you. We will tell you what it is when we send you your Card. Please see Condition 13.2 for how we can change your Credit Limit.

### 3. USE OF YOUR CARD

Your Card and Account are for your personal use only. As soon as you receive your Card, you may use your Card for the duration of the agreement to make Purchases and to carry out Cash Transactions up to your Credit Limit or Cash Limit, as applicable. If we tell you that you can, you may also use the Account for Special Transactions, such as Balance Transfers. You authorise a Transaction by giving your consent. This can be done in any of the ways we tell you from time to time, including by using your Card and PIN, providing your Card details online or over the phone, signing a paper voucher or using a device on which your Card details have been loaded. Your Card may also have a contactless function which can be used to pay for small value Purchases without entering your PIN or using your signature. You authorise a contactless Transaction by presenting your Card or device on which your Card is loaded to the supplier's terminal.

### 4. INTEREST RATES

4.1 Our interest rates are:

Transaction Type	Introductory/Promotional Rate	Standard Rate
Purchases	0% for xx months from account opening	xx.x% p.a.
Balance Transfers	0% for xx months from account opening	xx.x% p.a.
Cash Transactions	N/A	xx.x% p.a.

The APR is xx.x% variable. The APR and the Total Amount Payable (as described in Condition 5) are calculated on the assumptions that the credit limit is £1,200, credit in this sum is immediately drawn down in full for a period of one year for financing Purchases, the interest rate that applies is the Standard Rate for Purchases, including a Monthly Fee of £3, the credit will be repaid in 12 equal monthly instalments and that you will not break the terms of the agreement during this period.

4.2 Subject to Conditions 4.3, 4.9, 4.10 and 4.11 below, we will charge interest on Purchases and all other Transactions at the relevant Standard Rate set out above. Our Standard Rates are variable in accordance with Condition 4.9, 4.10 and 4.11.

4.3 Where Introductory and Promotional Rates apply, they will end on the expiry of the relevant promotional offer period set out in the table above or as notified to you.

4.4 If you accept a Special Transaction after you have entered into this agreement we will tell you the promotional rate and Promotional Period before you enter into the Transaction.

4.5 To decide whether to charge interest on Purchases we will look at how you managed your Account in the previous month:

- If you paid your Account balance on your last statement in full by the payment date, we will assume you will do so the following month and so will not include interest on any new Purchases in your next statement. If you then pay the balance on that statement in full, no interest will be charged on those Purchases. If you do not, we will charge interest on those Purchases from the date they are added to your Account and will add this to your next statement.
- If you did not pay the Account balance in full by the previous payment date we will charge interest on the amount of all Purchases from the date they are added to your Account and will add this to your next statement.
- If you stop using your Card and pay your balance in full any interest that accrues between the statement date and the date you make your payment will continue to be charged to your Account until you have repaid your Account in full.
- If you always pay your Account in full by the payment date we will not charge interest on Purchases.

4.6 We charge interest on all other Transactions (and related fees) and on other amounts (such as the Account fees in Condition 8.2) from the date they are added to the Account until you have repaid the balance on your Account in full.

4.7 We will charge interest on any Balance Transfer Fee and Cash Transactions Fee (and on any unpaid interest) at the rate which applies to that Transaction type. We will always charge interest on any other Account fees at the Standard Rate for Purchases (as shown in the table in Condition 4.1 or as notified to you). We will not charge interest on Default Fees until we have told you we will do so but we will not charge interest on interest on Default Fees.

4.8 We calculate interest on a daily basis and add interest to the Account on the statement date each month. This means that if you do not pay your balance in full, you may pay interest on interest except on Default Fees.

4.9 We may vary the interest rates that apply to your Account and charge different interest rates for different types of Transactions, or change the way in which interest is charged or calculated on your Account. These changes may be personal to you and 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.

4.10 We may also change interest rates where the change is to:

- a) 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
- b) 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
- c) 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.

4.11 As this agreement has no fixed end date, we may also change interest rates at any time.

4.12 We will give you at least 30 days' notice before we make a change under Condition 4.9, 4.10 or 4.11 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 and pay back the balance at the existing rate over a reasonable period.

4.13 We will tell you about any changes by post, email, your statement, or via the document store in Online Banking.

### 5. TOTAL AMOUNT PAYABLE

If you make immediate use of your Card for Purchases of £1,200 and then repay the Account balance in 12 equal monthly instalments over the period of one year, the Total Amount Payable would be £x,xxx.xx including a Monthly Fee of £3 and also assuming that there is no change to the interest rate or any Monthly Fee (if applicable), and that you do not break the terms of the agreement.

### 6. REPAYMENTS

Each month you must pay at least the minimum monthly payment set out in your statement before the payment date shown there. The minimum payment will be the sum of (i) the amount of any interest, payment protection insurance premiums, Monthly Fee and Default Fees charged to your Account plus (ii) 1% of the remaining balance shown on your statement plus (iii) the amount of any arrears which are payable immediately; subject to a minimum of £5 or the full balance if less than £5. Your first statement will be issued within 31 days of you using your Card for the first time and your first payment will be due on the date set out in your first statement.

### 7. ALLOCATION OF PAYMENTS

7.1 If you do not pay the Account balance in full in any month, we will apply your payment to the stated Transactions as follows:

- 1) It will be allocated to the different amounts of your outstanding stated balance that are charged at higher interest rates before those that are charged at lower interest rates.
- 2) If interest is charged at the same rate on different amounts, we will apply your payment to the different amounts in the following order: Cash Transactions, payment protection insurance premiums, Purchases, Balance Transfers, other Special Transactions, other Transactions, followed by other fees. If you have more than one Special Transaction at the same rate, your payment will be applied first to the Special Transaction that has the earliest Promotional Period end date.

7.2 Where an Account fee is charged as a result of a Transaction or Special Transaction, it will be included as part of that Transaction type and applied as set out in 2) above.

7.3 We will apply any remaining payment to Transactions not yet shown on your statement in the same order as set out above. Because payments are applied first against Transactions already shown on your statement, if you want to pay off a recent Transaction (for example a Cash Transaction) you would first need to pay off the stated balance.

### 8. FEES

8.1 We may charge the following Default Fees if you break this agreement:

Late Payment Fee (for each late payment)	£12
Returned Payment Fee (for each returned payment)	£12
Over Limit Fee (if you are over your Credit Limit when your statement is produced)	£12
Trace Fee (if you change your details and do not tell us where you may be contacted)	£25

8.2 We also charge the following Account fees:

Balance Transfer Fee	
During introductory period detailed in Condition 4.1	xx.x%
After introductory period	xx.x%
Cash Transactions Fee	3% (minimum £3)
Non-Sterling Transaction Fee	0%
Monthly Fee	£3
Copy Statement Fee	£0

### 9. RIGHT OF WITHDRAWAL

You may withdraw from this agreement without stating a reason by writing to us at Credit Card Customer Service, Santander UK plc, PO Box 983, Bradford BD1 9FE or telephoning us on 0800 9 123 123\*. You have 14 days from the day after you receive your Card to do this.

If you withdraw from this agreement you will have to repay the full amount that you owe us under the agreement, including any accrued interest until repayment, without delay and no later than 30 calendar days after the day that you have told us that you want to withdraw. Where you tell us that you want to withdraw, we will let you know how much interest you have to pay and how to make the payment. We will inform you, on request, without delay, of the amount of interest payable per day until repayment. You can make a payment by internet banking (if registered) by telephone banking (if registered) or by using a payment service offered by your bank or building society.

### 10. RIGHTS WITH RESPECT TO GOODS

If you buy any goods or services using your Card which individually cost more than £100 and not more than £30,000 and these are unsatisfactory, or fail to arrive, or a misrepresentation is made by the supplier, you may be able to sue the supplier, or us, or both.

### 11. MISSING PAYMENTS

Missing payments could have severe consequences, including the possibility of legal proceedings being brought against you and may result in credit reference agencies being notified which could make obtaining credit more difficult. If we do take legal proceedings against you, we may apply to enforce any judgement that is made in a number of ways including getting a charging order against your home. In exceptional cases, this could lead to your home being repossessed and sold.

The following Conditions 12 to 26, together with Conditions 1 to 11 in the main 11213 Credit Card agreement and the Terms for Cashback constitute your credit agreement with us.

### 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.

'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 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; or
- c) a significantly increased risk that you will not repay us.

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 [mastercard.com](http://mastercard.com) or [visaeurope.com](http://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 You 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 account alerts service so that we can send you messages to notify you of certain activity on your Account. 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.

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.

22.6 This Condition allows us to make changes to the Terms for Cashback we gave you when you entered this agreement. Condition 12 of the Terms for Cashback gives some examples of when we might do so, but does not prevent us from making a change for any of the reasons in Condition 22.2.

#### 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.

23.5 The agreement will not be ended if we exercise our power under Condition 22 to withdraw the cashback scheme or to make other changes to the Terms for Cashback but will continue on the changed terms.

#### 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)

Alternatively, if you originally opened your credit card with us online, you could submit your complaint through the European Commission's Online Dispute Resolution website. The European Commission may ultimately forward your complaint to the Financial Ombudsman Service. You can find out more information at <http://ec.europa.eu/odr>

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 applied for your agreement online, your credit intermediary may have been one of the following:

- [MoneySuperMarket.com](http://MoneySuperMarket.com) operated by Moneysupermarket.com Financial Group Limited of Moneysupermarket House, St Davids Park, Ewloe, Flintshire CH5 3UZ
- [Lovemoney.com](http://Lovemoney.com) operated by Crate Enterprises Limited of 112-116 Old Street, London EC1V 9BG
- [Compareandsave.com](http://Compareandsave.com) operated by Freedom Marketing Limited of Colchester Centre, Hawkins Road, Colchester, Essex CO2 8JX
- [Money.co.uk](http://Money.co.uk) operated by Dot Zinc Limited of The Castle, Cecily Hill, Cirencester, Gloucestershire GL7 2EF
- [USwitch.com](http://USwitch.com) operated by uSwitch Ltd of Notcutt House, 36 Southwark Bridge Road, London SE1 9EU

---

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.

---

\*Calls may be recorded or monitored.

Santander UK plc. Registered Office: 2 Triton Square, Regent's Place, London, NW1 3AN, United Kingdom. Registered Number 2294747. Registered in England and Wales. [www.santander.co.uk](http://www.santander.co.uk). Telephone 0800 389 7000. Calls may be recorded or monitored. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 106054. Santander and the flame logo are registered trademarks.