

# Terms & Conditions and Important Information

## Business Cashback Credit Card

This document includes:

- Additional Terms
- Data Protection Statement

Please read and keep for future reference

Effective from 15 August 2023

# Contents

---

## Section A - Additional Terms 4

This agreement is made up of two parts:

1. Key terms, which includes information on interest rates and how much you need to repay each month.  
**Conditions 1-8 are in the Key Facts Document.**
2. Additional terms. This includes information on how your account operates, such as information on authorising payments, how the agreement can be ended, and what happens if things go wrong.  
**The Additional terms are Conditions 9-38 and are all included in this document.**

Please make sure you read both parts, to get all the information you need.

9. Can we provide you with an account?	4
10. How do we apply payments?	4
11. What are your rights when you buy goods or services?	5
12. What if you're having trouble making your payments?	5
13. What happens if you miss payments?	5
14. Can we change the terms of this agreement?	6
15. How can you use your account and how can cardholders use their cards?	7
16. How do you authorise transactions?	7
17. How can you cancel a recurring transaction?	8
18. How can you make a balance transfer?	8
19. When can we limit your use of your account?	9
20. What should you do to keep your account secure?	10
21. What should you do about unauthorised transactions?	11
22. When will we give refunds for transactions you've authorised?	12
23. Can you use a third party provider?	12
24. How and when can this agreement be ended?	12
25. Can we ask you to return your card, or replace your card?	14
26. Can we use your information to provide payment services?	14
27. How will we communicate with you?	14
28. How will we contact you, and what should you do if you change your contact details?	14

29. What other information will we give you?	14
30. How can you make a complaint?	15
31. Can we transfer our rights and duties under this agreement to another person or business?	15
32. Can we choose not to apply our rights under this agreement?	16
33. What if things happen that are outside our control?	16
34. Can we use other money you hold with us to repay the card?	16
35. What law governs this agreement?	16
36. How are we regulated, and who are we?	16
37. What about tax?	17
38. Can you get a copy of this agreement?	17
<b>Section B - Data Protection Statement</b>	<b>18</b>
1. Getting started	18
2. Who we are and how to contact us	18
3. What personal data do we collect?	19
4. How do we collect data?	20
5. How do we use your data?	20
6. Who do we share your data with?	21
7. Checks we run on you	22
8. How we make decisions about you	23
9. Your marketing preferences	24
10. Monitoring what you say to us	25
11. Transferring your data to another country	25
12. How long do we keep your data for?	25
13. Your rights	26
Alternative formats	26

## Section A - Additional Terms

This agreement is made up of two parts:

1. Key terms, which includes information on interest rates and how much you need to repay each month. **Conditions 1-8 are in the Key Facts Document.**
2. Additional terms. This includes information on how your account operates, such as information on authorising payments, how the agreement can be ended, and what happens if things go wrong. **The Additional terms are Conditions 9-38 and are all included in this document.**

Please make sure you read both parts, to get all the information you need.

Transactions	
When we talk about...	We mean...
Purchases	<ul style="list-style-type: none"><li>◦ paying for goods or services</li></ul>
Balance transfers	<ul style="list-style-type: none"><li>◦ making a payment to another lender to reduce or repay what you owe them on a business credit card in the UK</li><li>◦ making a payment to a current account or savings account with us or another lender in the UK</li></ul>
Cash transactions	<ul style="list-style-type: none"><li>◦ taking out cash (including withdrawing cash from a cash machine),</li><li>◦ buying travellers' cheques,</li><li>◦ buying foreign currency,</li><li>◦ purchasing money orders,</li><li>◦ gambling (including internet gambling and buying lottery tickets),</li><li>◦ and other similar payments (sometimes we call this quasi-cash)</li></ul>
You	<p>'You' generally means the business entity (whether a sole trader, partnership, company, limited liability partnership or unincorporated body) that has their name on the account.</p> <p>In these terms, where we say 'you' this means the account holder <b>and</b> any cardholder, unless it's clear from the context that we only mean the account holder.</p>
Cardholder	<p>You may appoint individuals, known as 'cardholders', at any time to operate the account for you.</p>

## 9. Can we provide you with an account?

If you're a financial institution which is an RFI, we may not be able to provide you with an account, or with certain services. You must tell us as soon as you can if you are, become, or intend to become, an RFI.



### What's an RFI?

RFI means a financial institution which meets the definition of a Relevant Financial Institution as set out in Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

There are rules which apply to us in relation to the services we are able to provide to RFIs.

## 10. How do we apply payments?

We'll use any payment you make (or part of it) to pay off any arrears first, before applying it to anything else. Arrears means any overdue payments, fees, interest and charges.

If you pay less than the full balance you owe in any month, we'll apply your payment to balances that are already on your statement before we apply them to any new transactions.

How we apply payments will depend on what interest rates are charged:

- Where interest is charged at **different rates** we'll use your payment to reduce amounts on your statement with the highest interest rate first. Then we'll put it towards any amounts charged at lower rates or zero interest.
- Where interest is charged at the **same rate** we'll apply your payment to the transactions on your statement in the following order:
  - Cash transactions.
  - Purchases.
  - Balance transfers.
  - Any other transactions (including any account fee charged as a result of the transaction).
  - Any other fees.

We'll then 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'll need to pay off the balance shown on your statement first.

## 11. What are your rights when you buy goods or services?

---

If you're a sole trader or a partnership of two or three partners, then the right below applies to you. Otherwise, the right below doesn't apply to you.

You might be able to claim against us as well as the seller if something goes wrong when you buy a product or service. This will apply where there's a breach of contract, or a misrepresentation. For example, if the product never arrives, or it's not what the seller described. You can do this if you use your credit card to buy any products or services that individually cost more than £100 and not more than £30,000.

If you have a dispute with someone else over a transaction, you should still make payments to us while you're trying to sort it out.

## 12. 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.

## 13. What happens if you miss payments?

---

If you don't pay on time or you miss payments, this could have serious impacts on you.

- We'll charge you a late payment fee of £12. That means the total cost of your debt will grow as you'll have to pay default fees and you'll keep paying interest on the amounts you should've paid.
- We can give information about you and how you've managed your account to licensed credit reference agencies. This will affect your credit rating, and might make it more difficult for you to borrow in future.
- We can take legal action to recover what you owe us. If we do this, this could include asking a court to order that, if a property you own is sold for any reason, some of the money you get from the sale is used to repay what you owe us.
- We may decide to sell or transfer your debt to a debt recovery company, in which case they could also bring legal action.
- We can use money you have in any other accounts held with us to pay off your outstanding balance.
- We can ask you to repay the full amount you owe on the account straight away.
- We can also require you to pay our reasonable costs and expenses for taking action to get payment. This includes legal costs.

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.

## 14. Can we change the terms of this agreement?

### We can make changes to your credit limit or cash limit

We can change your credit limit in the future. We'll tell you if a higher credit limit is available to you.

We can also lower your credit limit.

You can get in touch to tell us how you want to manage your credit limit. You can tell us:

- you'd like a lower credit limit (this will be subject to a minimum credit limit of £500).
- you don't want to be offered any future credit limit increases.
- to reject a credit limit increase before it takes effect.

If we're setting a higher credit limit for you, it'll apply after 2 months. If you want it to start straight away, just let us know.

You can change your mind at any time – just tell us.

You should think carefully about whether you need a higher limit. A higher credit limit might offer you greater flexibility and be an easier way to meet your financial needs. But it can also mean there's a greater risk that you're borrowing too much. It could cost a lot or take a long time to pay off.

We can also change your cash limit in the future, including reducing it to zero.

We can lower your cash limit or credit limit immediately if we have concerns about whether you can repay us, or if you ask us to reduce it. If we lower your limit for any other reason, we'll give you at least 2 months' notice.

We'll let you know about changes by post, email, on your statement, or to your 'Document Store in Online and Mobile Banking (where available).

### What about other changes?

We can make **changes to fees and charges (including removing or adding new fees and charges) and any other terms of this agreement** for the following reasons:

- To reflect an actual, or reasonably expected, change in **our funding costs**. This is the amount we have to pay to borrow the money we lend you. For example, as a result of a change to the Bank of England Base Rate.
- To take account of a **change (or a change we reasonably expect) in law, regulation, industry code or guidance** (including any decision by an ombudsman, court, regulator or similar body). For example, this might be where a court or the Financial Ombudsman makes a decision which has an impact on our customers. If that happens, we may need to make changes to this agreement to account for it.
- To take account of **changes to how we do business, or the costs involved in our business**, such as the introduction of new technology. For example, this could be to reflect digital advances.
- To reflect a **change (or a change we reasonably expect) that affects us** if it's reasonable for us to pass the impact of the change on to you.
- To make our agreement **clearer** or **more favourable** to you.

We can also make **changes to fees and charges (including removing or adding new fees and charges)**:

- Because of our risk of lending to you as a business. For example, our risk of lending to you could be affected by your credit risk (including information we get from external credit reference agencies), the way you use your account, and whether you break the terms of this agreement.

Any change we make for one of the reasons set out above will be a reasonably proportionate response to a change that's affecting us, or that we reasonably think will affect us. If the change is being made as a result of an underlying change in costs, we won't make changes to cover the same cost twice.

This agreement doesn't have a fixed end date. It might last for a long time, so we might make changes for **other reasons** that aren't covered here.

### How and when will we tell you about other changes?

We'll tell you about the change and how it'll affect you. We'll do this by post, email, on your statement, or as an eDocument you can see in Online and Mobile Banking (where available).

How much notice we give you depends on the change we're making:

A change that benefits you	Within 30 days of us making the change
All other changes	At least 2 months

### Do you have to accept any changes?

If you don't want a change to apply to you, you can end this agreement without charge. If you do, the change will apply until this agreement ends.

## 15. How can you use your account and how can cardholders use their cards?



### What do we mean when we talk about 'you', 'your card' and 'your account' in this agreement?

When we talk about your card in our agreement, we mean your physical card or card details. That includes card details that are stored in an electronic wallet, smartphone, or another device.

When we talk about your account in our agreement, we mean the account we open in your name. This, among other things, shows the amount you owe us under our agreement.

When we talk about 'you' this means you and any cardholder appointed by you to operate the account for you.

Each card is for business use only. That means you must not use it for personal purposes. You must not use your card or your account to do anything illegal.

Unless you're a sole trader without a separate business bank account, you must not use a personal current account, personal income or personal savings to repay your balance.

You can use your card as soon as you receive it. Your card can be used to make different types of transaction, up to your credit limit or cash limit.

To decide whether you have enough available balance to make a transaction, we'll take into account any 'pending' transactions. These are payments we've already authorised but haven't yet charged to the account. You can see pending transactions in your Mobile Banking app.

If your card has a contactless function, this will have a maximum transaction limit. We'll tell you the limit when we give you the card. Or you can call us for more information on this.

If you ask us, we'll give cardholders a card. That's if they are eligible to have a card.

You're responsible for the way cardholders use the account – including if they break this agreement. So you should make sure they comply with these terms.

If you ask us, we'll remove a cardholder at any time. You'll be responsible for the cardholder's card until it's securely destroyed.

Cardholders will have their own personal security details (we explain what this means below) and will be able to access the account and give instructions for you (for example, using Telephone or Online Banking). We'll act on any instructions we receive from cardholders, unless you tell us not to in writing.

## 16. How do you authorise transactions?

You'll need to authorise each transaction. You can do this by using your card or card number. We'll tell you about any extra steps you'll need to take to authorise the transaction at the time you're making it. This could include using your PIN, signing a paper or electronic document, providing your card details online or over the phone, or using a device which holds your card details on it. If you're making a low value contactless payment, you won't usually need to take any extra steps to authorise the transaction.

You must tell us straight away if you don't recognise a transaction charged to your account.

## 17. How can you cancel a recurring transaction?



### What's a recurring transaction?

A recurring transaction is a series of regular payments which you agree can be collected from your credit card by a supplier of goods or services. For example, for insurance cover or a magazine subscription. You'll have an agreement with the supplier about it.

Direct Debits and standing orders aren't recurring transactions. That means the Direct Debit Guarantee doesn't cover recurring transactions.

If you've authorised a recurring transaction, the supplier can continue to take payments from your account until you tell them or us to cancel it.

If you want to cancel it, you can ask us to do so at any time up to 4:30pm on a business day, or up to 2:30pm on a non-business day. The recurring transaction will be cancelled on the next business day. A business day is Monday to Friday, except bank holidays in England.

Because recurring transactions are collected by the supplier, you should also contact them to cancel it.

If a recurring transaction has been cancelled, but the next payment is still taken from your account, we'll refund this amount. The refund will include any charges or interest related to the payment.

## 18. How can you make a balance transfer?

You can make a balance transfer to pay off an amount you owe to another lender at any time by asking us through Telephone Banking, Online or Mobile Banking (where available). If you're doing this, you should continue to make any payments due to the other lender both before and after the balance transfer has been made.

You can't make a balance transfer to pay off an amount you owe on any other card issued by us (including cahoot) and you can't make a balance transfer to pay off an amount you owe personally.

We'll let you know about any other restrictions that apply before you make a balance transfer. This includes limits on the amounts of balance transfers you can make, or only allowing balance transfers up to a certain amount of your credit limit.

### When will your balance transfer be made?

When the payment reaches the lender will depend on when you ask us to make the balance transfer. We'll also need to do some checks before we process your request, so that can also affect how long your balance transfer takes.

- If you ask us to make a balance transfer **on a business day before the cut-off time**, it will reach the lender receiving the balance transfer on the next business day.
- If you ask us to make a balance transfer **on a non-business day or after the cut-off time**, it will reach the lender receiving the balance transfer on the second business day.

A business day is Monday to Friday, except bank holidays in England.

We'll tell you the cut-off time when you ask us to make the balance transfer.

Once a balance transfer has been added to your account, you can't cancel it, or ask for any balance transfer fees to be refunded.

### What happens when things go wrong with a balance transfer?

- **If we're late making a payment**, you can ask us to contact the lender receiving the payment. We can ask them to credit it to the receiving account as if it had been received on the correct date.
- **If we pay money into the wrong account and you gave us the correct details**, we'll put your account back to the position it would have been in if we hadn't made the payment.
- **If we pay money into the wrong account because you gave us incorrect details**, we'll use reasonable steps to recover any money sent.



# 19. When can we limit your use of your account?

## When we can cancel or suspend your right to use your card or account

We can cancel or suspend your right to use your card or account, including Online Banking, Mobile Banking and Telephone Banking, at any time. We may do this in the following situations. But we'll only do this where we think it's reasonable.

- We're concerned about the security of your card or account.
- We suspect someone is using your account, card or services to commit fraud or without your permission. This may happen, for example, if there are attempts to login to Online Banking or use the PIN unsuccessfully too many times.
- There is a significantly increased risk you won't be able to repay any money you owe us.
- You haven't provided us with information that we've reasonably asked for.
- Allowing you to access your account might cause us to break or not follow 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.

## If we do limit use of your account

Your agreement with us will still continue. We won't be responsible for any loss or damage you or an additional cardholder suffer.

We'll usually tell you, and explain why, before we do so. If we can't tell you before, we'll try to tell you as soon as we can afterwards. How we tell you will depend on the situation. But we'll always do this in the way we think is most appropriate. We won't tell you if we can't for legal or security reasons.

We'll unblock your account and replace any cards or personal security details (if we need to) when there's no longer a reason for cancelling or suspending your account.

## When can we refuse to carry out a transaction?

We'll carry out a transaction for you if we can. But we can refuse to carry out a transaction in the situations below.

- Allowing the transaction would take you over your credit limit or cash limit.
- You've told us the card has been lost or stolen.
- We think carrying out the transaction would significantly increase the risk that you won't be able to repay any money you owe us.
- The transaction relates to gambling, including betting.
- You haven't given us the correct details or other information we've asked for, or the information you've given to us isn't clear, or we know it isn't correct.
- It could cause us to break or not follow any law, regulation, court order, code or other duty that applies to us.
- We reasonably believe that the instruction hasn't come from you (or an authorised person).
- We reasonably believe that your account isn't secure or your security details or credit card details may have been used fraudulently or without your permission.
- We reasonably believe that you're not able to repay money you owe us because of a change in the way you use your account or in your financial circumstances.
- We reasonably believe that we or another member of our group could face action or censure by a regulator, government or law enforcement body in any jurisdiction.
- We reasonably believe that your 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 this type of activity. Or the account you're making the payment to has been connected to criminal activity.
- We reasonably believe that 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.
- We're acting reasonably to protect against or reduce the risk of scams, fraud or other criminal activity. For example, payments to or through a person, business or sort code where we have seen or are aware of high levels of such activity.
- We're responding to guidance issued by a regulator, government or law enforcement body.
- You haven't kept to the terms of this agreement, either more than once or in a serious way. For example, this would include if you don't provide us with information we've asked for more than once.

- We'll check any transactions you make before we approve them, to make sure none of the reasons above apply. Usually this will be done almost instantly, and you won't notice anything. But sometimes it might take longer than usual for your transaction to go through. This may happen even if everything later turns out to be fine.

If we reasonably believe a transaction, such as a balance transfer, may be connected to a scam or fraud, we may contact you and ask you to confirm the transaction before we make it. Or we may delay making the transaction so that you have some time to check it and can cancel it if you need to. After you have checked the transaction, if we still reasonably believe it is connected to a scam or fraud, we may still refuse to make it.

We might sometimes put limits on what you (or another authorised person) can do with your card or account. This could be to protect you or us from fraud or other financial crime. For example, we may set limits for your contactless payments or limits on balance transfers to certain accounts. Check our website or ask us if you want details of these limits. We may refuse a payment if it is above any of these limits.

### What we'll do if we don't carry out a transaction

If we refuse to carry out a transaction, we'll tell you why and let you know what you need to do to complete the transaction (if you can). We won't tell you if we can't for legal reasons, or if this would affect our reasonable security measures.

You can always contact us right away to find out why we've refused a transaction.

### When can we refuse to send you a replacement card?

We can refuse to send you a replacement card if:

- you've repeatedly broken this agreement.
- your account is inactive.
- we reasonably believe there's a significantly increased risk that you won't be able to repay any money you owe us.



#### When will your account be inactive?

Your account will be inactive if there have been no transactions or no balance on your account for six months or more.

## 20. What should you do to keep your account secure?

When we talk about 'you' this means you and any cardholder appointed by you to operate the account for you.



#### What are your personal security details?

These include things like:

- Passwords, PINs, security codes and memorable information
- Your fingerprint, face ID or other biometric information
- We may set these up with you, or you might set them up yourself, for example using the Mobile Banking app.

In some cases, we may also ask you to confirm some personal information we have about you or your account to check it's you.

#### When will you use them?

You'll use these details when you ask us to do things. This might happen when you:

- access your account and make a payment using Online Banking, Mobile Banking or Telephone Banking.
- make a payment by card or using a device on which your card details are stored (such as a phone or e-wallet).

### What you need to do to keep your account secure

It's important that you keep your card and personal security details safe to prevent fraud and protect your account.

You must tell us as soon as possible if your card (or any device it's stored on) is lost or stolen. You must also do this if you think your card or personal security details have been used without your permission or if someone else knows them. You can contact us in any of the ways mentioned in this agreement.

If you do this, we'll cancel your card or personal security details straight away to prevent misuse of your account.



## **Some ways you can keep your account and personal security details safe**

### **What you should do**

- Sign your card in permanent ink as soon as you receive it.
- Destroy copies of personal security details we send you or other account information you no longer need. For example, shred any letter we send you containing your PIN.
- Choose personal security details that aren't easy for others to guess. Make these different to other accounts you have.
- Set up your devices so that if you lose them no one else can access your personal security details or communications from us.
- Protect your personal security details when you use them. Try to make sure no one hears or sees them.
- Change your personal security details if you think someone knows them. We may ask you do this if we are concerned about your account's security.
- Follow any instructions we give to you about protecting your account.

### **What you shouldn't do**

- Don't share your personal security details with someone else.
- Don't give your card (or any device it's stored on) to someone else.
- Don't record your personal security details – this makes it easy for someone else to find out what they are.
- Never download software onto your device either during or following an unexpected call.

You can find more examples and guidance on our website.

You must give us all the information you have about the loss, theft, or misuse of your card, card number, or personal security details. You must also give us any other information we reasonably ask for. We may give any information that we think will be useful to the police.

If we ask you to provide details in writing, you must write to us within seven days of us asking. If you find a card you've reported to us as lost, you'll need to destroy it and not use it again.

We can withdraw any or all of your personal security details if we reasonably believe it's necessary for security reasons, or to prevent misuse of your account.

## **What we'll do to keep your account secure**

We'll do what we reasonably can to protect your account. For example, we use systems to monitor unusual behaviour on your account and detect fraud. This might identify unusual spending patterns or payment requests we receive from an unusual location. This will only happen if we have information about your device and we won't use it for any other reason.

If we have a concern about a payment or the security of your account, we'll contact you. We'll either call, text or write to you. If you don't want us to contact you in a certain way, let us know.

## **21. What should you do about unauthorised transactions?**

Unauthorised transactions are transactions made by someone else without your authorisation.

You won't be responsible for any unauthorised transactions. That's unless you or an additional cardholder have acted fraudulently or were responsible for the misuse – for example, by allowing someone else to use the card.

### **What should you do if a transaction doesn't look right?**

If you think a transaction doesn't look right, you should tell us. We'll tell you what information we need, and when you'll need to give it to us. We'll only ask for information that's reasonably necessary for us to carry out our investigation.

If we find you didn't authorise the transaction, we'll refund it. We'll also put your account back to the position it would have been in if the payment hadn't taken place.

We might give you a refund before we've finished investigating the transaction. If we do that, we can take the refund back if our investigation shows you did authorise that payment.

## 22. When will we give refunds for transactions you've authorised?

---

If a seller refunds a purchase you've made, we'll credit the refund to your account when we receive it from the seller. Until then, we'll charge interest on the purchase at the interest rate that applies to your account as usual.

Any refund will be treated as a payment towards your account balance. It might not pay off the specific purchase that's being refunded.

### What about refunding a transaction where you didn't agree to the actual amount?

We may be able to refund a transaction if you didn't agree the actual amount and it was higher than you reasonably thought it would be. For example, if your card is used to pay a hotel bill but you didn't know the amount of the payment until check out. We won't be able to do this if the higher amount is because of changes in the exchange rate.

You should tell us about this as soon as possible, and within eight weeks of the transaction being charged to your account.

You aren't entitled to a refund if you approved the payment directly with us and at least four weeks before the payment was made, we or the retailer gave you (or made available) information about the payment.

## 23. Can you use a third party provider?

---



### What's a third party provider?

We refer to them here as a **'TPP'**.

A TPP is an app or web service that is authorised to let you see information about your online payment accounts. They can also make payments from those accounts. Your online payment accounts can be with any provider, such as banks, building societies, or credit card issuers.

You'll need to give the TPP your consent to access your account and provide their services. We'll then allow the TPP to access your account. We'll treat any payment instruction from a TPP as if it was from you.

It's important you check that any TPP you use is authorised. They should make this clear from the information they give you. You must not give your personal security details to a third party that isn't authorised. We'll assume it's you that's authorising us to let them access your account information and make payments. You'll then be responsible for any payments we make as a result.

We can refuse to allow a TPP access if we're concerned that the TPP is acting without your permission. Before we do this, we'll tell you why. If it isn't reasonably possible for us to tell you in advance, we'll tell you straight away after. We'll also have to tell our regulator that we've done this. We don't have to tell you we're doing this if it would be unlawful or would affect our reasonable security measures.

If you take back your permission for the TPP to access your account, we'll tell them you've done this.

## 24. How and when can this agreement be ended?

---

### How can you end this agreement?

You can end this agreement at any time by writing to us or calling us.

## How can we end this agreement?

We can end this agreement or close the account at any time by writing to you at least 2 months' before.

In some situations we may close your account or end this agreement immediately without telling you first. We'll only do this if we reasonably believe that one of the reasons below applies:

When we talk about 'you' this means you **and** any cardholder appointed by you to operate the account for you:

- You haven't kept to the terms of this agreement. Either more than once or in a serious way. For example, this would include if you don't provide us with information we've reasonably asked for more than once.
- You've acted abusively, offensively, or violently towards any of our staff. Or, you use abusive or offensive language in instructions you give us.
- You've become bankrupt.
- You've misused your account. For example, if you use your account for a personal purpose, for economic crime or to avoid sanctions. Economic crime includes money laundering, fraud, bribery, corruption and terrorism financing.
- You've acted dishonestly or you give us false or misleading information.
- You ignore repeated warnings we give you relating to dishonest schemes (such as scams or fraud risks on your account).
- You've acted fraudulently or illegally.
- 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.
- You become an RFI.

We can demand repayment of the full amount you owe us for these reasons:

- If you gave us wrong or misleading important information when you applied for the card.
- If you break this agreement regularly or seriously.
- You haven't met a financial obligation you owe to us or anyone else.
- Any kind of control is exercised over your personal property or assets, or if you are an LLP, the property or assets of any of your members.
- You stop carrying on business.
- You're a sole trader and you die.
- If you become bankrupt, or you enter into a voluntary arrangement with other people you owe money to.
- If you've broken the terms of another agreement with us and we've given you notice to end that agreement. And, as a result we reasonably think you might not be able to continue making payments under this agreement.

Before making any demand, we'll provide you with any notices required by law. You'll usually have a chance to fix the problem, unless it can't be fixed.

## What happens if your account is inactive?

If your account is inactive, we may close your account. We'll let you know 2 months before we close it. We can also cancel or suspend your right to use your account.

Before we do this, we'll get in touch to see if you want to use your card in future.

We may also reduce your credit limit.

## What happens when this agreement ends?

Even where you've asked to end this agreement or we've told you we're ending it, this agreement will continue until you've repaid everything you owe. This includes any amounts added to your account after we or you have said we're ending the agreement. We'll continue to charge you interest as usual until you do this.

You must stop using your account and cancel any payment instructions. You must also destroy your cards, card numbers and PINs. Or we may ask you to return your cards to us. If so, you should return them to us cut into several pieces

If we provide any benefits with your card, they'll also end.

## 25. Can we ask you to return your card, or replace your card?

---

Cards belong to us, so if we ask you to, you should immediately return them to us or destroy them. You can't hold more than one of the same type of product with us.

We can ask you to return your cards, or we can replace them, at any time. We can give you a replacement card using a different payment scheme as long as we reasonably think you'll get the same or better service with that card. For example, we might replace your card with one that uses Visa, instead of Mastercard.

## 26. Can we use your information to provide payment services?

---

By having this account with us, you agree to us using your data to provide payment services to you. If you decide in future that you don't want us to use your data in this way, we'll stop providing payment services to you. But we might still use your data if we have a legal reason to do so (for example, because we need to retain records for regulatory purposes).

## 27. How will we communicate with you?

---

We'll communicate with you in English.

You'll receive documents and statements by post unless you've chosen to go paper-free. If you've chosen paper-free, your statements, as well as some of your letters, will be sent to to your 'Document Store in Online and Mobile Banking (where available). You'll receive an email when a document is ready to view. You can change your preferences on how to receive documents from us within Online Banking at any time.

## 28. How will we contact you, and what should you do if you change your contact details?

---

We'll contact you using the most recent postal or email address, phone and mobile numbers we have for you. You must have a UK residential address.

That's why it's really important that your contact details are correct and up to date. That includes your name, and the name of any cardholders. If anything changes, you must tell us as soon as you can but always within 30 days. If you don't, we won't be responsible if you don't get information or notices from us.

## 29. What other information will we give you?

---

If you've given us your mobile phone number or email address, we'll register you for free alerts so we can send you messages about certain activity on your account. We'll use the most recent details we hold for you. We may send push notification alerts instead if you're registered for Mobile Banking and have asked to receive push notifications.

We'll only send each message once. 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, so the balance might change.

You can opt out of any alerts that we aren't required to send you for regulatory reasons. You can do this through Online Banking, or by calling us.

We won't send these alerts to cardholders unless they're a director or member of the business, or a partner or sole trader.

Our fraud detection systems highlight suspicious spending patterns. We may call you if this happens. These calls may include computer generated speech. If you don't want us to call you this way, please phone us on 0800 169 3344.

## How can you contact us?

Here are our contact details for everything except making complaints:

- **Write to us:** Santander Credit Card Customer Service, Sunderland, SR43 3FS
- **Call us:** 0330 678 1783
- **If you're calling from abroad:** 00 44 289 077 5647
- If you have difficulties with your hearing or speech, and if you have a textphone, please use the **Relay UK service** by calling us on 18001 0330 678 1783

We might record and/or monitor our phone conversations with you so that we can keep up good service standards. Our agents and other people working on our behalf might need to do that too.

## 30. How can you make a complaint?

We're sorry if we haven't provided you with the service you expect. By telling us about it, we can try to put things right for you and make improvements. We want to sort things out for you as soon as we can.

Contacting us to make a complaint	
<b>Call our dedicated complaints team</b> This is the quickest and easiest way to talk to us about your concerns	on 0800 171 2171
<b>Write to us</b>	Complaints, Santander UK plc, Sunderland, SR43 4GD
<b>Speak to us in person</b>	by visiting any Santander branch
<b>Message us</b>	by using the chat facility in Online or Mobile Banking

You can find more information on our complaints process, including when we'll get back to you, on our website You can also ask us for our complaints leaflet.

If you aren't happy with our response, you might be able to refer your complaint to the Financial Ombudsman Service (FOS) or the Business Banking Resolution Service (BBRS).

Contacting the Financial Ombudsman	
<b>Write to</b>	The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
<b>Call</b>	0800 023 4567 or 0300 123 9123
<b>Email</b>	complaint.info@financial-ombudsman.org.uk
<b>Visit</b>	financial-ombudsman.org.uk

Contacting Business Banking Resolution Service	
<b>Visit</b>	thebbrs.org

## 31. Can we transfer our rights and duties under this agreement to another person or business?

We can transfer all of our rights and duties under this agreement (including our duty to lend to you), and in relation to your account, to someone else at any time. We'll also transfer information about how you've managed your account, if the person or business needs to know this. Your rights under this agreement won't be affected as a result.

We'll tell you about the transfer before it happens if the arrangements to manage your account will change because of this. Otherwise, we'll let you know about this as soon as we reasonably can.

If we transfer our rights and duties to someone else, then they'll be the 'we' and 'us' in this agreement.

You can't transfer any of your rights or duties under this agreement to anyone else.

## 32. Can we choose not to apply our rights under this agreement?

---

We can choose not to apply our rights under this agreement. For example, we might give you some extra time to pay your minimum monthly payment, or decide not to make you pay a charge. But we can still apply our rights in the future.

We may accept a payment you make that's marked 'payment in full', even if it's only a part payment. If we do this, we'll still have the right to claim the full amount you owe us.

## 33. What if things happen that are outside our control?

---

We won't be responsible if we can't do what we've said we'll do under this agreement because of something that happens that we can't reasonably control. That might include a machine not working, industrial action, or a supplier refusing to accept your card.

## 34. Can we use other money you hold with us to repay the card?

---

If you have money in another account with us, we can use it to reduce or repay anything you fail to pay under this agreement. For example, we could use money you have in a current or savings account you hold with us. We call this our 'right of set off'.



In this section, "us" includes any member of the Santander Group of companies in the UK. This means we may take money from an account you have with another Santander Group company in the UK to reduce or repay anything you fail to pay under this agreement.

We'll only do this after we've checked that you have enough left in your accounts to cover any pending standing order or Direct Debit payments and essential living expenses. We won't take money from your account if a legal reason prevents us from doing so.

### **What we'll do if we use our right of set-off**

We'll usually tell you in advance if we're going to use our right of set off, but we won't if it's reasonable for us not to. For example, if we reasonably think you'll move any money to stop us, we may not do so. After we use our right of set off, we'll always tell you how much money was moved out of your account.

## 35. What law governs this agreement?

---

This agreement and our dealings before you opened your account is governed by the laws of England and Wales. The courts of England and Wales will deal with any disputes that might happen.

But if your address is in Scotland, then Scots law will apply instead, and the courts of Scotland will deal with any disputes that might happen.

If your address is in Northern Ireland, then the law of Northern Ireland will apply instead, and the courts of Northern Ireland will deal with any disputes that might happen.



## 36. How are we regulated, and who are we?

---

Santander UK plc is 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. You can check these details by visiting the Financial Conduct Authority's website [fca.org.uk](http://fca.org.uk) or contacting them on 0800 111 6768.

The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London, E20 1JN.

Santander UK plc is a company incorporated under the laws of England and Wales with registration number 02294747. Our registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN.

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)

## 37. What about tax?

---

There may be taxes and costs which apply to you in connection with this agreement which aren't paid through us or charged by us.

## 38. Can you get a copy of this agreement?

---

You can ask us for a copy of this agreement at any time.

# Section B - Data Protection Statement

## 1. Getting started

This statement explains how we use your personal data. If you want more information about this at any time, check the 'Using My Personal Data' booklet – this is on our website or you can get a copy in branch.



### What is personal data?

This is any data we have that can identify you. This includes data you give us, for example when you sign up for a product. It also includes data we collect about you or from other sources when we provide our products to you.



### Who do we mean by 'you'?

This is the person who applies for a product or service with us, even if you're not successful. This also includes any person who is authorised on your account.

#### If you apply for a children's account or other trust account

This covers the person who opens the account as trustee (for example, a parent). This also covers the beneficiary who owns the money in the account (for example, a child).

If you have a children's account, check the Key Facts Document and any account specific data protection statement for more information about how we use your personal data.

If there are limits on the number of accounts in the child's name or payments which may be made into the account, we may refuse these and need to explain to the person who made it why this is the case.

#### If you're a business

This covers the person or people who operate the business, deal with us or who're related to the business. Depending on how the business is structured, this may, for example, include directors, partners, members and other authorised signatories.

## Aggregated and anonymised data



### What is aggregated data and anonymised data?

Anonymised data is data which may be about you but doesn't identify you.

Aggregated data is data about you which we have combined with data about our other customers so that you can't be identified. This is a form of anonymised data.

Because it doesn't identify you aggregated and anonymised data isn't personal data.

We may share and sell anonymised and aggregated data with other organisations (inside and outside the Santander group). We may do this for any business reason – for example, this may be to help with our own market research or to help others, such as sharing information about trends in customer behaviour.

## 2. Who we are and how to contact us

'We' are Santander UK plc, the 'data controller'. This means we're responsible for your personal data. If you have any questions about this data protection statement, please write to us at: Data Protection Officer, Santander, Sunderland, SR43 4GP.

You have rights under the law over your personal data. You'll find more information about these in the 'Your rights' section below. If you want to use your rights, contact us using the details in the 'Using My Personal Data' booklet.

### 3. What personal data do we collect?

We'll collect and use your personal data for different reasons. The table below sets out the types of personal data we may collect about you and some examples of what this includes. We'll only collect data which is relevant to the product or service we provide to you.

Type of data	Example
Identity information	Name, age, date of birth.
Contact details	Home address, business address, address history, email address, telephone number(s).
Financial details	Salary and other income, expenditure, savings, details of accounts with other providers.
Background information	Employment status and history, education history.
Family, lifestyle or social information	The number of dependants you have, your shopping habits, savings goals.
Product and services	Records of the products we provide you (now or in the past) and how you use them. Or, products you applied for but we didn't give you.
Technical data	Information such as IP address or mobile phone location data for how you access our services.  We may also use cookies to remember how you access and use our website and your preferences. You can find more information in our cookies policy.
Biometric information	Fingerprint, voice or face so that you can use our Online, Mobile and Telephone Banking service.
Health data	Information about any disabilities or other signs you may be vulnerable.  Information about any medical conditions you have, if for example you have insurance.
Public data	Information we collect from third parties and other public sources, such as: <ul style="list-style-type: none"><li>◦ Credit reference agencies</li><li>◦ Fraud prevention agencies</li><li>◦ Electoral roll</li><li>◦ Court records of debt judgments and bankruptcies</li></ul> This may include details about any criminal record, and may also include information about any person you are 'linked' with because you have made a joint application for an account or credit.

We'll collect and use personal data about any person named on your application, appointed to operate your account or who has rights over the account. For example, this might include:

- any person you apply with, if you make a joint application
- additional cardholders or authorised users (if you have a business account) who will operate your account or
- beneficiaries of a trust account.

Make sure you have their permission and share a copy of this document with them before you share their personal data with us.

## 4. How do we collect data?

We collect personal data about you in two main ways. Either you give it to us or we get it from somewhere else.

### You give it to us

Most of the personal data we collect you give to us. This will happen, for example, when you apply for a product or service, use the service or contact us.

When you apply, we may sometimes ask for information which is optional - we'll let you know if that's the case. Otherwise, you'll need to provide all the information we ask for. If you don't, we may not be able to provide the product or service to you.

### We get it from somewhere else

We may also get personal data about you from other people. This may include:

- Credit reference agencies – such as Experian, Equifax and TransUnion. They provide us with details about your identity and credit history.
- Fraud prevention agencies - such as Cifas, National Hunter and National SIRA. They provide us with information so we can confirm your identity and to help us prevent fraud and money laundering.
- Public sources – such as the Courts, the Electoral Register and Companies House (if you are a business customer). They provide us with information so we can check what you've told us about yourself or your business.
- Partners – we partner with other companies who provide services directly to you. They'll share information with us for administration purposes so that we can form a view of you as a customer. For example, we partner with insurers to provide insurance to you. They will be the insurer and will share information with us about you as a customer.

## 5. How do we use your data?

We'll use the data we collect to decide whether to give you a product or service and, if you are successful, to manage your account, policy or service.

We can only use your personal data if we have a lawful reason for doing so. This is called a 'legal basis'. The table below sets out the legal bases we have, what they mean and some examples of when we rely on them.

Legal basis	Some situations when we'll rely on it
<b>Contract</b>	
We have an agreement with you for a product or service. We need to use your data to do the things we've agreed to do.	<ul style="list-style-type: none"><li>◦ Before you apply for a product, we may explain the product to you, send you information, give you a quote or help you with your application.</li><li>◦ We look at your application for a product and decide whether to provide it (unless you apply for insurance, as the insurer will decide this).</li><li>◦ We service your account and do the things we have agreed. For example, if you have a current account, we'll make payments for you and send you statements.</li><li>◦ To keep our records up-to-date.</li><li>◦ To contact you about your account. This includes if we lend you money, you miss payments and we need to trace you.</li></ul>
<b>Legitimate interest</b>	
We, or an organisation we share your data with, have a justifiable reason to use your data in the course of our business, where your rights are not seriously affected.	<ul style="list-style-type: none"><li>◦ We may do audits to support the management and governance of our business. For example, we may do this to help develop our products and services and improve how our business operates.</li><li>◦ To check your credit history and status with credit reference agencies if you apply for a loan, credit card or overdraft.</li><li>◦ We'll check the activity on your accounts and the communications you send us to detect and prevent fraud.</li><li>◦ When we conduct market research and analysis and develop statistics. For example, we may do this to improve our products and services.</li><li>◦ Where we send you certain marketing, including in-branch.</li></ul>

Legal obligation	
<p>We need to use your data to meet our legal or regulatory requirements.</p>	<ul style="list-style-type: none"> <li>◦ Where we have to do things to comply with a law or regulation that applies to us. This may include sharing information about you with other people or organisations.</li> <li>◦ To respond to requests you send us for your personal information.</li> <li>◦ To confirm and defend our legal rights. We might do this if we need to bring or defend a legal claim.</li> <li>◦ We'll monitor your accounts to prevent and detect illegal activity.</li> <li>◦ To check your identity before we give you a product and periodically while you have it. Or, to check any credit you apply for is affordable or that a product is suitable for you.</li> <li>◦ We'll check the activity on your accounts and the communications you send us to detect and prevent fraud.</li> </ul>
Consent	
<p>You've agreed we can use your data for a specific purpose.</p> <p>You can change your mind and withdraw this at any time. If you do, it may mean we can't do certain things for you.</p>	<ul style="list-style-type: none"> <li>◦ You ask us to send your information to another person – such as a company handling a claim for you.</li> <li>◦ We send you certain marketing where we ask your permission.</li> <li>◦ You ask us to process.</li> </ul>



### What's 'special category data'?

This includes information about any of the following:

- your race or ethnicity,
- political views or trade union membership,
- religious or philosophical beliefs,
- genetic or biometric data, and
- information about your health, sex life or sexual orientation.

We may use this data where we have your consent or a legal reason to do so.

## 6. Who do we share your data with?

We may share your personal data with other people or organisations where we have a lawful reason for doing so. This may include:

- **Other companies within the Santander group.** This covers companies we own or control or which own or control us. This may also include other companies which we or another group company have shares in but don't control.
- **Our service providers and sub-contractors.** These are organisations who provide services to us or help us provide our products and services to you. For example, this covers our IT providers, professional advisors (such as lawyers and accountants) and market research companies.
- **Agencies we check and share information with.** This covers fraud prevention agencies, credit reference agencies and debt collection agencies. We may also share it with other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears.
- **Our partners who provide services directly to you.** This covers, for example, insurers. If you apply for insurance through us, then we'll share information about you and your application with the insurer (and potential insurers).
- **Government bodies, law enforcement agencies and dispute resolution bodies.** This may include the police, the courts, the Financial Ombudsman Service, HMRC, the Business Banking Resolution Service (if you are a business) and our regulators in the UK and elsewhere. If we need to share information about you with HMRC, they may share this with tax authorities outside the UK.

- **Other people connected to your account or insurance policy.** This includes joint accountholders and other people you have authorised to use your account or give us instructions as well as guarantors you have for money we lend you. If you have insurance through us, this includes any joint policyholders.
- **Any person who buys all or part of our business. Or, any person we merge with or buy.** This includes any people we discuss potential sales or mergers with.
- **People you make payments to or receive payments from and the organisations who help with this.** This includes the other banks, intermediaries, payment service providers and payment systems we or the person who pays you use to send money. If we give you a card or your account is linked to a card on another account, we'll also share your data with Visa or Mastercard. These organisations may share your data with others to process your payment and deal with any issues, for statistical purposes and to meet their legal obligations.
- **Anyone else we may need to in the following situations:**
  - **In an emergency or to protect your vital interests.** For example, if you became ill in a branch, we may need to share information about you with emergency services.
  - **To protect the security or integrity of our business operations.** For example, if someone tried to hack our systems, we might need to share information about you with third parties to help us respond to this.
  - **To comply with law.**
- **Anyone we've been asked to share information with by you.**

## 7. Checks we run on you

### Identity checks and fraud prevention checks

When you apply for any product and while you have it, we'll share the information we hold about you with fraud prevention agencies to check your identity and prevent fraud or money laundering. This includes information you give us when you apply as well as information we receive from third parties and information we already have from other products you have.

We'll also check the information you give us against any information we already hold about you – for example, because you have other products with us.

If we identify fraud, we may refuse to give you a product or service you've asked for. We may also stop providing you with an existing product or service. We'll also share this information with fraud prevention agencies. This may mean that other people refuse to provide you with products, services or employment in future.



#### **If you want to know more about how fraud prevention agencies use and share your data**

Check the 'Using My Personal Data' booklet

### Credit reference agency checks

When you apply for any product, we'll check your identity with one or more credit reference agencies. If we need to trace you, we may also check the data we hold about you with credit reference agencies.

If you ask us to lend you money (such as a credit card, loan or mortgage), we'll also check your credit status, including whether you are bankrupt, with one or more credit reference agencies. The credit reference agencies we use are called Experian, Equifax and TransUnion.

### How does a credit check work?

We'll share information about you and your home address (and business and business address, if you are a business) with the credit reference agency and they'll give us information about you. This'll include information about your credit history and financial situation.

If you're a director of a business, we'll check with a credit reference agency that your home address is the same as on the register of directors at Companies House.



### **Does this leave a record?**

When we request a credit check, the credit reference agency will place a record on your credit file. There are two types of check.

- A soft check. This doesn't affect your credit score and other lenders won't be able to see this.
- A hard check. This records that you have applied to borrow money. Other lenders will be able to see this and this may affect your ability to borrow money.

### **Do we always do a hard check?**

We do a hard check when you apply to borrow money from us.

But, if you just ask us to give you a quote or to check if we're likely to be able to lend to you, then we won't. In that case we'll just do a soft check.

## **What other information do we share with credit reference agencies?**

We share information regularly about you, your accounts and how you manage them with credit reference agencies. We do this while you have an account with us and owe us money. This'll include information about any applications you make to borrow money (even if we don't approve them), the amounts you owe and if you make your repayments for money in full and on time. If you're a business customer, we'll also share information about your business.

The credit reference agencies may share this information with other organisations and they'll share with us similar information which other organisations give them about you.

We'll use the information we receive to help us manage your account. This might include whether to increase a credit limit we give you or determine the interest rate we'll charge you. We may also use this information to help us trace you and recover any amounts you owe us, if we need to. Other organisations who receive this information may use it in a similar way.

## **How long do credit reference agencies keep information about your accounts?**

Credit reference agencies keep information we share about your accounts for 6 years after the account closes. They'll keep this information even if you've repaid any money you borrowed in full.

## **What happens if you apply with another person?**

If you make a joint application, the credit reference agencies will 'link' your records together.

This means if either or both of you apply to borrow money in future we, and other organisations, will receive information about both of you from the credit reference agencies. This link will remain until either of you get it broken – you'll need to ask the credit reference agency to do this.



### **If you want to know more about how credit reference agencies use and share your data**

Check the 'Credit Reference Agency Information Notice' – you can find this on their websites at:

- [Experian.co.uk/crain](https://Experian.co.uk/crain)
- [Equifax.co.uk/crain](https://Equifax.co.uk/crain)
- [Transunion.co.uk/crain](https://Transunion.co.uk/crain)

## **8. How we make decisions about you**

We make decisions about you in different ways. Some decisions will be made by our staff but we may also use automated systems to help us make other decisions.

### **Profiling**

We may also use your personal data to develop a profile or make predictions about you (such as your economic situation, preferences, interests or behaviour). This is called 'profiling'. We do this to help us make decisions about you. For example, we may do this so we send you information about products and services you may be interested in.

We may build a profile by looking at things like your age, address, the accounts you hold, how you use them and the payments you make (including who you make them to). This may identify products you hold with other providers – for example, if you repay a credit or store card from your current account. We may also look at events, such as account anniversaries or the date a product will end or need to be repaid.

## Automated decisions

Some of the automated decisions we make include:

- deciding whether or not to give you a product or service when you apply
- deciding whether to offer you other products or services which may be suitable for you if you are an existing customer
- deciding whether to lend you money
- carrying out checks on you or your account for fraud or money laundering purposes
- monitoring the use of your current or savings account for unusual behaviour to prevent fraud or unauthorised use
- giving you a personalised price for an insurance product or
- providing an indicative price for a product before you apply.



### How we give you a personalised price

We decide this based on your behaviour and individual circumstances.

We'll look at the types of accounts you already have with us as well as your age (where this is relevant). We'll also look at how you use your accounts, such as the turnover, your spending habits, whether you are behind with any repayments or have any financial difficulties.

We'll also get information about you from credit reference agencies and other public sources. This will be recorded on your credit file but won't affect your ability to borrow money.

We may share this price with you when we send you information or speak to you about our insurance products.

If we make an automated decision, you can ask for information about how we make that decision and what it may mean for you and you can ask for an individual to make the decision instead.

## If you apply for insurance

We'll make an automated decision about the price you may be charged for insurance based on your application and circumstances. We'll share this information, together with details of your application, with the insurer to help them determine your final insurance premium. We'll ask for your consent to use your information in this way when you apply.

The insurer will use an automated system to review your circumstances and assess your insurance risk. The level of risk will determine the final premium you are offered.

To do this, the insurer will use information they hold about you or get from other people as well as information you provide and we give them about you. The insurer will use your information to assess your risk as it's necessary for them to enter into a contract with you.

## 9. Your marketing preferences

We'll use your data to provide you with information about our products and services. We'll only contact you by post, phone, email or social media according to your marketing preferences.

You can change these or unsubscribe at any time by contacting us. Check the 'Using My Personal Data' booklet for details of how to contact us or you can do this by unsubscribing from emails. You can also change your social media preferences through the platform you use (such as Facebook or Google).

If you're over 18, we may do a soft check at credit reference agencies before we send you any information or talk to you in-branch about our lending products. This is to make sure we market our products responsibly and don't send you information if it wouldn't be appropriate.

If you tell us that you don't want to receive information about our products and services or to be part of our market research we'll stop sending this to you.



## 10. Monitoring what you say to us

We monitor and keep records of the communications you have with us. This includes your calls, emails, texts, social media messages, letters and chats in Online or Mobile Banking.

### Why do we do this?

We do this for various business reasons. This includes to:

- keep a record of your instructions so that we can check them if we need to
- monitor how you treat our staff and how they treat you
- help train our staff and improve our products and services and the way we deliver them
- prevent and detect fraud or any other criminal activity and
- comply with our legal and regulatory obligations.

## 11. Transferring your data to another country

We may need to transfer your data outside the UK or the EEA. The UK and countries within the EEA apply similar standards to protect your data, but other countries may not.



### What is the EEA?

This is the European Economic Area. It contains all the countries of the European Union plus Iceland, Norway and Liechtenstein.

If we transfer your data to someone outside the UK or EEA, we'll take extra steps to protect it.

### What extra steps will we take?

We'll check if the country has an adequate level of protection for your data. If it doesn't, we'll make sure the person we transfer your data to has agreed to protect your data in a similar way. They may do this either as part of a scheme approved by the government or we may ask them to sign a contract with us.

## 12. How long do we keep your data for?

It depends on the situation, but we won't keep it any longer than we need to. The table below explain why we keep your data and how long we'll keep it for.

Why?	How long we'll keep your data for
In case of queries	As long as we need to deal with your queries.
In case of claims	As long as you can bring a claim against us by law.
To follow a law or regulation which applies to us	As long as we are required to keep it after your account, policy or service has closed or otherwise ended. We may also need to keep it for a period if you applied unsuccessfully.

## 13. Your rights

You have various rights under the law over the personal data we hold about you. Here's a summary. Get in touch if you want to use them.

You have the right to...	What you should know
<b>Be informed about how we use your data</b>	That's why we explain how we use your data here.
<b>Have access to your data</b>	You can ask us for a free copy of the personal data we hold about you.
<b>Have your data changed</b>	If the data we hold about you isn't correct or complete, you can ask us to correct it or add information so that it's complete.  We'll let you know when we've done this. We may refuse your request in some situations – we'll let you know, and why, if that happens.
<b>Have your data deleted</b> (Some people call this the 'right to be forgotten')	You can ask us to delete your data but we won't always do so. For example, we might need to keep it for legal reasons. If we aren't going to delete your data, we'll let you know why.
<b>Object to how we use your data</b>	You can ask us to stop using your data for certain purposes.  If we use your data for some things, like direct marketing, we'll always stop. But, in other situations, we don't always need to or we may refuse. If that's the case, we'll let you know.
<b>Restrict how we process your data</b>	You can ask us to limit how we use your data. You may, for example, want us to do this if the data we hold about you is not correct or complete.  We won't always be able to limit how we use your data. For example, if we need to use it for legal reasons. If we refuse to limit how we use your data, we'll let you know why.
<b>Move your data</b>	You can ask us for a copy of your personal data in a format that allows you to move it somewhere else. You can also ask us to send it to someone else.
<b>Challenge an automated decision</b>	If we make an automated decision, you can ask for information about how we make the decision and ask for an individual to make it instead.

### If you're not happy with how we use your data

You also have a right to complain to the Information Commissioner's Office. You can find out how to do this on their website, [ico.org.uk](http://ico.org.uk).

## Alternative formats

Santander can 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 visit [santander.co.uk/alternativeformats](http://santander.co.uk/alternativeformats) for more information, ask us in branch or give us a call.

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 0330 9 123 123. 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. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register). Santander and the flame logo are registered trademarks.

ANB90353 AUG 23 H CD