



# The small print.

The terms and conditions  
for your credit card

Credit Cards

**TESCO** Bank

# Credit Card Agreement

regulated by the Consumer Credit Act 1974.

## **An important thing to note**

These are the terms and conditions for your credit card which come into effect from 14 September 2021.

Some items in your Credit Agreement vary from customer to customer, like information relating to introductory offers, so we've shown these items in *italics*.

For illustrative purposes, we've used xx's in place of some of the figures. This is because your interest rates, and certain fees, are dependent on your individual circumstances. You can find your own monthly interest rates and minimum payment calculations on your monthly statement.

This agreement is between us and you.

Name:
Address:
Postcode:

Your Credit Intermediary is [...]

When we use ‘we’ or ‘us’, we mean Tesco Personal Finance plc trading as Tesco Bank of 2 South Gyle Crescent, Edinburgh, EH12 9FQ, and any person our rights and duties might be transferred to.

This document (which you sign), together with your General Conditions document, makes up your contract with us. It explains the interest and fees that apply to your credit card.

### Essential information

We want you to know that taking out a credit card is a big decision; you have to be confident you can pay back the balance on your account, not just the minimum payments. Missing payments could affect your ability to get credit in the future and increase the cost of borrowing. In really serious cases, it could also result in us taking legal action against you, which may include obtaining a charging order over your property.

## 1. Interest and fees

### Interest rates

Transaction type	Introductory Rate (fixed)	Standard Rates (variable)	
		Monthly Rate	Annual Rate (simple)
Purchases	<i>x.xxx% for xx months from account opening (for purchases made within xx days of opening your account)</i> <i>n/a</i>	<i>x.xx%</i>	<i>x.xx% p.a.</i>

<b>Cash Withdrawals and Cash Transactions</b>	<i>n/a</i>	<i>x.xx%</i>	<i>x.xx% p.a.</i>
<b>Balance Transfers</b>	<i>x.xx% for xx months from account opening (for transfers made within xx days of opening your account)</i> <i>n/a</i>	<i>x.xx%</i>	<i>x.xx% p.a.</i>
<b>Money Transfers</b>	<i>x.xx% for xx months from account opening (for transfers made within xx days of opening your account)</i> <i>n/a</i>	<i>x.xx%</i>	<i>x.xx% p.a.</i>

From time to time we may get in touch to tell you about lower or fixed interest rate periods on purchases, balance or money transfers. A fee may apply to transfers made within these periods. If so, we'll tell you what the fee is when we notify you, along with any other relevant terms.

### Introductory rates

Your introductory rates will be withdrawn if we don't receive at least the minimum payment by your payment due date. We'll always write to you to let you know that the introductory rates have been withdrawn, and from what date the standard rates will apply.

Standard rates of interest will be charged on all purchase, money transfer, balance transfer, cash withdrawal and/or cash transactions you have already made, and those you make after the introductory rates have been withdrawn.

## Fees

Transaction type	Fee	Notes
Introductory Balance Transfer handling fee	xx.xx%	Fee will be applied to the amount transferred
Standard rate Balance Transfer handling fee	3.99%	Fee will be applied to the amount transferred
Introductory Money Transfer handling fee	xx.xx%	Fee will be applied to the amount transferred
Standard rate Money Transfer handling fee	3.99%	Fee will be applied to the amount transferred
Cash Transaction fee	3.99% (no minimum charge)	Fee applies to transactions classed as cash transactions. These are: wire or international money transfers, finance payments such as repaying borrowing (e.g. loans and mortgages), purchasing non-sterling currency outside of Tesco, payments to prepaid or virtual cards, investments, share trading and spread betting
Cash Withdrawal fee	3.99% (minimum £3.00)	Fee applies for cash withdrawals made from ATMs, over the counter at a bank or from a cash provider
Foreign Exchange fee	x.xx%	Fee applies to all transactions made in a foreign currency  <i>This fee applies while you have a Clubcard Plus membership. If that membership ends, the fee will be x.xx% of the transaction</i>

## Fees (continued)

Transaction type	Fee	Notes
Annual fee	xx.xx%	This will be charged on the first monthly statement after your first transaction and thereafter on the statement issued in the anniversary month of account opening

Default fees		
Over Limit fee	£xx.xx	Charged every time you go over your credit limit or stay over the limit at any time during your statement period
Late Payment fee	£xx.xx	Charged if you don't make your minimum payment on time

We'll also charge reasonable costs and expenses (including the cost of tracing you and/or recovering the money you owe us) if you break this agreement. This may include costs that we incur before or after any court judgment.

*If you exercise your right to withdraw, you've got 14 days from the day after you receive your first card to do this and you'll be entitled to a full refund of the annual fee. If you ask for the account to be closed we'll give you a partial refund, in proportion to the remaining part of the annual period, at the point that you tell us you no longer want to use your account. If your account is ended at any other time, we'll refund the fee to your account in proportion to the remaining part of that annual period.*

## 2. Interest in detail

### When and how it's charged

We'll charge you interest if you don't pay off your balance in full. It's calculated from the date a transaction or fee is added to your account until the full balance has been paid off.

We charge interest on cash withdrawals and cash transactions from the date the withdrawal or transaction is made.

We don't charge you any interest if:

- You just make purchases, and
- You don't have any arrears on your account, and
- You pay the full balance on your last statement by your payment due date (*including any annual fee*).

#### **Interest on interest and fees**

We charge interest on interest at the same rate which applies to the transaction type on which the interest was charged.

We also charge interest in the following scenarios:

- On handling fees at the same rate which applies to the transaction type on which the handling fee was charged.
- On default fees, starting 28 days from when we tell you the default fee has been charged. We won't charge any interest on this interest.
- On all other fees at the purchase rate.

Interest will continue to be charged at the rates in this agreement, including where we obtain a court judgment or decree.

#### **Calculating interest**

We calculate interest from the date the transaction or fee is charged to your account (except default fees). Starting from your actual balance each day, we work out your average daily balance and multiply this by your daily interest rate (which we calculate back from your monthly rates above).

We then multiply this daily interest amount by the number of days in the month. We do this for each type of transaction and then add these together. The result equals your total interest for that month.

### **3. Paying your bill**

#### **What you pay and when**

You must always pay at least the minimum payment, every month, by your payment due date. This applies even if you're waiting for a refund, in dispute with a retailer over a transaction on your account or making a claim under a PPI policy. Refunds to your account don't count towards your minimum payment.

*Your minimum payment will be the greater of:*

- *The total of all interest, default fees and annual fee charged on your statement plus 1% of the new balance shown on your statement, plus any arrears carried over from your previous statement; or*
- *£25 plus any existing arrears carried over from your previous statement (or your full balance if it's less than £25); or*
- *The amount you owe over your credit limit including any over limit fees*

*or*

*Your minimum payment will be the greater of:*

- *The total of all interest, fees and annual fee charged on your statement plus £10.00 plus any overdue amounts from previous statements, rounded down to the nearest pound; or*
- *2% of the new balance shown on your statement plus any overdue amounts from previous statements rounded down to the nearest pound; or*
- *The amount you owe over your credit limit including any over limit fees*

*or*

- *The total of all interest, default fees and annual fee charged on your statement plus 1% of the new balance shown on your statement, plus any arrears carried over from your previous statement; or*
- *£25 plus any existing arrears carried over from your previous statement (or your full balance if it's less than £25); or*
- *The amount you owe over your credit limit including any over limit fees; or*
- *Double the total of all interest and default fees charged on your statement, plus £5, plus any arrears carried over from your previous statement.*

You must pay by the date shown on your statement.

This will usually be 25 days after your statement date.

You can pay more than your minimum payment whenever you want to, and you can make an extra payment at any time using any of the ways to pay shown on the back of your monthly statement.

## 4. Your credit limit and advance limit

### Your credit limit

Your credit limit is the maximum amount we'll let you borrow. We'll tell you your credit limit when you first receive your card. It will also appear on your monthly statement. It's worth noting that we can change this limit from time to time, but we'll tell you when we do this.

### Your advance limit

Your advance limit is the maximum amount of your credit you can use for cash withdrawals. We'll tell you this when you first receive your card.

## 5. Making changes

Reasons why we can change your interest rates, fees or minimum payment.

We can change your interest rates and fees in any of the following situations:

- There's a change (or we reasonably expect a change) in the costs we incur in providing the account (including funding costs – for example, if there's a change in the amount we have to pay to borrow the money we lend our customers).
- There's a change (or we reasonably expect a change) in law, regulatory or industry code requirements.
- If the behaviour on your account makes it look as if you're becoming a higher-risk customer. In order to work this out we'll look at a wide variety of things, such as whether you meet your minimum payments, regularly go over your credit limit, and additional data from internal and external sources.

We can also change your minimum payment if we reasonably believe that you are likely to enter, or are in, persistent debt. You're in persistent debt if, over a period of 18 months, you've paid more in interest, fees and charges than you have towards reducing your card balance. We'll let you know when we think this applies to you. We can also change your minimum payment after you've been in persistent debt.

### Changes for any other reason

We may also change your interest rates, fees or minimum payment for a valid reason not listed above, as long as you're still able to end the agreement without charge.

### More about what we take into account when changing your interest rates and fees.

We'll never change interest rates or fees to cover the same cost twice, and we won't change an introductory or other fixed rate for as long as we've agreed to keep it fixed. *However, this won't prevent an introductory or other fixed rate being withdrawn if we don't receive at least the minimum payment by your payment due date.*

If we make changes in order to comply with a regulatory or legal requirement, they'll reflect fairly the proportion of the cost of compliance on our business, as reasonably estimated by us.

Any other changes will fairly reflect and be proportionate to changes in our costs.

### When we tell you about changes

We'll give you at least 30 days' notice of any changes under this condition, unless the change is to your advantage (for example, when we reduce your interest rate or where we're changing your minimum payment). If that's the case, we might make the change more quickly, and will tell you about it as soon as possible.

### Your options when we make changes

If we increase an interest rate *or annual fee*, you can choose not to make any further transactions using your account, in which case the revised interest rate or annual fee won't apply to you – if you want to do this, call or write to us within 60 days of being notified about the increase. You must continue to pay all amounts owing under this agreement.

If we increase or introduce a new fee or charge *other than the annual fee*, and you don't want to continue making transactions which incur the new fee or charge, you can either avoid making this type of transaction or end the agreement by giving us notice by calling or writing to us. The new fee or charge will still apply to your agreement if you make any transactions which incur the fee or charge, until all outstanding amounts have been repaid.

If you're not happy with a change to your minimum payment, you can contact us to discuss your options. If you decide that you no longer want to keep your account, you can end the agreement by giving us notice in writing or by calling us. The revised minimum payment will not then apply to your agreement, but you will not be able to make further transactions and must continue to pay all amounts owing under your agreement.

## 6. Example of how much you might have to pay

*If you make a purchase of £1,200 which you repay in 12 equal monthly payments of £100 together with all interest accrued that month, charged at the standard rate for purchases, each payment being made on time, and pay an annual subscription for Clubcard Plus of £95.88 (which is paid in instalments of £7.99 per calendar month, with each instalment being fully paid in the month it is due), and pay an annual fee of £xxx.xx which is fully paid in the first monthly payment, the total amount payable will be £x,xxx.xx. The APR is xxx.x% (variable).*

*That's assuming there are no more transactions during the payment period, and that we make no changes to the standard rate for purchases.*

# Tesco Bank Credit Card General Conditions

This document contains general information about your credit card. Please read it and keep it somewhere safe in case you need to refer to it in the future. This, together with your credit card agreement, makes up your contract with us.

**‘You’, ‘we’ and ‘us’:** when we talk about ‘you’, unless otherwise stated we mean the main cardholder (that’s the person who opened the account). When we use ‘we’ or ‘us’, we mean Tesco Bank and any person our rights and duties might be transferred to.

## Need our help?

- For general enquiries, call **0345 300 4278** or visit **tescobank.com**
- If your card is lost or stolen, call **0345 300 4278** from the UK or **+44 126 850 8027** from abroad

When you call us, we’ll need to check it’s you

All 0345 numbers shown in this document may be included as part of any inclusive call minutes provided by your phone operator.

If we need to contact you:

- We might do this by phone, text, email, mobile notification or in-app messaging – you won’t always get a letter in the post.
- If we think your account might not be safe, we’ll let you know by text, phone, mobile notification, email or letter
- We’ll never ask you for your full PIN, password, Online Banking security number, Mobile App passcode or any other personal or confidential information over the phone, or via email or text. If someone contacts you and asks you for these, don’t share them
- We’ll never email you asking for confidential or personal information. If you get an email that looks like it’s from us, asking for your security details or linking to a web page asking you to login, do not respond. Forward it to **phishing@tescobank.com** and we’ll look into it.

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## 1. Changing your mind

If you want to cancel your card and withdraw from this agreement, you can. You've got 14 days from the day after you receive your card to do this, no questions asked.

If you decide to cancel and withdraw you'll need to repay any balance on your account, together with any interest or fees due, within 30 days of telling us. We'll tell you, on request and without delay, the amount of interest payable per day.

To cancel, call us on **0345 300 4278** or write to us at **Tesco Bank, PO Box 344, Newcastle Upon Tyne, NE12 2GF**

## 2. Additional cardholders

Provided you're up to date with your payments, you can ask us to add additional cardholders to this account.

You'll remain responsible for all transactions on your account, including those of additional cardholders (subject to the terms of this agreement). This means you have to pay if additional cardholders cause you to go over your limit or do anything that results in extra charges or a breach of this agreement. This applies even after any additional cards have been returned.

It's down to you to make sure additional cardholders keep their details safe (see section 10 for more info) and to tell us if you want to cancel an additional card.

We won't give other cardholders any information about your account unless you agree. However when transacting online additional cardholders may see details about other additional cardholders on the account.

## 3. About your card

Before you can use your card you might need to activate it – we'll explain how to do that when you receive the card.

### **Contactless**

We'll also tell you when you receive your card if you can use it to make contactless payments.

### **Chip and PIN**

You can use your card to pay the traditional way, via chip and PIN. You'll get your PIN separately, either by post or electronically, to help keep your details safe.

### **Digital cards**

You can choose to create digital versions of your card with services like Apple Pay so that you can make payments without using your physical card. Depending on the service you use, you might have to set up some additional security measures, like a passcode, fingerprint, face recognition or pair it with another device.

## 4. Using your account

In this section, where we refer to 'you', we mean the main cardholder plus any additional cardholder.

### **Making and authorising transactions**

You can authorise transactions on your account by using a combination of your card, PIN, account or other security details such as fingerprint or face recognition depending upon the type of transaction and the circumstances.

Once you've authorised a transaction it can't normally be stopped.

### **Paying online**

You might be asked to use Mastercard Identity Check during an online transaction. If you use our Mobile App, we'll send a notification to your device asking you to authenticate the payment. If you don't use the Mobile App you will be sent a secure code to your phone number(s) so it's important you keep them up to date. If your phone number(s) are out of date, we may not be able to authorise online transactions.

### **Contactless payments**

To pay using contactless, just tap your card against the reader on a contactless terminal. Occasionally, you'll be asked to enter your PIN – this is a security feature to help keep your money safe.

If you use a contactless card to pay for travel, you might have to tap your card against the readers at the beginning and end of your journey – and possibly at points in between.

Limits may apply to how much you can pay using a contactless card. These are industry set limits and can change from time to time. We'll let you know what these are when you receive your card.

### **Digital card payments**

If you make a payment with a digital card, then you'll need to authorise the payment in line with the service or device you're using. For example, you might use your fingerprint, face recognition or enter a code. There may be limits on making payments with a digital card, which will be set by the service you are using.

### **Pre-authorisation**

If you use your card to pre-authorise a transaction (for example, if you hire a car or stay in a hotel) the amount you have authorised will be blocked. As soon as we receive notification of the exact amount to be paid from your account, we'll release the difference.

## **5. Transaction types, timings and restrictions**

In this section, where we refer to 'you', we mean the main cardholder plus any additional cardholder.

### **Card transactions**

You can use your card to make purchases, cash withdrawals and cash transactions.

We may apply a limit on the amount of cash you can withdraw from an ATM in one day.

### **Money transfers and balance transfers**

We may place restrictions on the maximum amount you can transfer. Other restrictions might apply too and we'll let you know if we set any.

You can only transfer money or balances in UK pounds to an account in your name, held with a financial institution in the UK.

If you request a transfer before 5pm on a business day, we'll usually make the transfer the same day. If we do, the money will reach the bank account or other lender on the next business day. If we receive your instructions after 5pm, we'll usually make the transfer on the next business day and it will usually reach the bank account or other lender the business day after that.

If you make the request on a non-business day (such as a weekend or a Bank Holiday), we'll usually make the transfer on the next business day and it will usually reach the bank account or other lender the business day after that. Interest will be charged from when the transfer is made.

Additional cardholders can't request a money transfer or balance transfer.

### **Regular payments**

You can use your card to set up regular payments, which will continue until the arrangement expires or you cancel it.

If you want to cancel this type of payment, please let us know as soon as possible, by phone or in writing. It can also be helpful to contact the person or organisation you're paying, in good time, to let them know you want to cancel the arrangement.

### **Transactions in a foreign currency**

Any foreign currency transactions or refunds will be converted at the exchange rate determined by Mastercard. The exchange rate is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion will take place on the day the transaction occurs. In some limited instances, for example if processing of the transaction is delayed, the conversion will take place the day after you make the payment or withdraw the money. We'll also add a Foreign Exchange fee.

It's worth noting that if you get a refund on a foreign currency transaction, you could still end up with a balance on your account if rates change between the transaction and the refund.

For transactions within the EEA, detailed information to allow you to compare the cost of making transactions abroad can be found at [tescobank.com/foreigntransactions](https://www.tescobank.com/foreigntransactions)

For all currencies you can find current exchange rates at [mastercard.com/global/currencyconversion](https://www.mastercard.com/global/currencyconversion)

### **Cash withdrawals or cash transactions abroad**

If you withdraw cash from an ATM abroad, you will be charged a Cash Withdrawal fee and a Foreign Exchange

fee. If you carry out a cash transaction abroad, you will be charged a Cash Transaction fee and a Foreign Exchange fee.

### **Gambling**

Your card cannot be used for any form of gambling transaction except for purchasing National lottery tickets, or other society lottery tickets, in person in a retail store.

## **6. Paying off your balance**

### **Your monthly statement**

We'll send you a statement in any month where you have a balance on your account or there has been any activity on your account. This will show the balance on your account on your statement date, any payments you've made to us, and any charges we've made since your last statement.

You can choose to turn off paper statements in Online Banking or by using our Mobile App. If you do this, we'll send you an email to let you know when your statements are ready to view via Online Banking or the Mobile App.

### **What you pay and when**

You must pay the minimum payment on time each month.

We'll only register payments when we've received them, so if you pay by cheque, bear in mind that it won't be applied to your account until it has cleared, which can take up to a week.

If you go over your credit limit, or make any transactions in breach of this agreement, you must pay us immediately.

We may give you notice letting you miss a minimum payment. However, we'll still charge you interest, so your borrowing will be more expensive as a result.

We'll let you know in writing when we consider your account to be fully and finally settled.

You must not make payments that put your account in credit. If you do, we may refund the balance at any time and restrict the use of your card.

### **Missed payments**

If you miss a payment, you'll be charged additional interest and fees. Your credit score could also be

affected, making it more difficult or more expensive to borrow money in the future.

If you're a homeowner, we may ask the court for a charging order over your home (or, if you're based in Scotland, the equivalent court order). This means if your home is sold (through repossession or for any other reason) anything you owe us will be repaid from the sale proceeds. If you're based in Scotland, the court order prevents you from selling your house or securing any further debts against your home until your debt to us is repaid. We may also take other forms of legal proceedings against you to recover the money you owe us.

### **Arrears**

If your account is in arrears, we'll clear these first (starting with the oldest) before paying off the amount due from your most recent statement.

### **How we allocate your payments**

When you pay us, we use the money to pay off the items with the highest interest rates first. If there's more than one item at the same rate, we pay off the item at the rate which ends first. For example, if you have 0% on purchases for 12 months and 0% on balance transfers for 9 months, we'll pay off your balance transfer first. We always use your payments to pay off items which have appeared on a statement you've received, before anything that hasn't yet appeared on a statement.

## **7. Managing your credit limit**

### **If you go over limit**

You must not go over your credit limit. If you go over your credit limit then you may be charged a fee and you will be asked to pay back the full amount you are over your limit in your next minimum payment. This will appear on your monthly statement. We may charge you every month for as long as you stay over your limit.

### **How we work it out**

To work out whether you're over your credit limit, we'll take into account all transactions you've made, including any interest and fees that have been added to your account. We'll not charge you an over limit fee if you are only over your credit limit due to an annual fee, late fee or interest charge.

## Changing your limit

If we're planning to increase your credit limit, we'll tell you first. You can decide to keep it as it is if you want to – just let us know.

You can request to reduce your limit at any time. We may reduce your limit for any of the reasons listed in section 9.

You can request a change to your credit limit through Online Banking, via our Mobile App or by calling us. Remember that, depending on your financial circumstances we may not be able to increase your credit limit when you make a request.

## 8. Refunds

### When you can request a refund from us

You can ask us for a refund where:

- You didn't know the exact amount when you made the transaction, for example, if you pre-authorise a transaction at a hotel check-in; and
- The transaction ended up being more than you could reasonably have expected in the circumstances (taking into account your previous spending pattern); and
- The transaction was with a retailer in the UK or, provided the transaction is made in Euro, in the European Economic Area (EEA); and
- You ask us for the refund within eight weeks of us adding the transaction to your account

We may ask you for information reasonably necessary to help us investigate whether you're entitled to a refund. We'll let you know within 10 business days of receiving your refund request – or receiving the requested information – whether we'll refund you. We'll always explain our reasons for refusing a refund (unless we're not allowed to by law).

### Incorrect refunds

If it turns out we've refunded you money that you aren't entitled to, we may debit the transaction amount from your account. This will take effect from the date the original transaction was posted.

### If transactions go wrong

If we fail to process a transaction or process it incorrectly and it's our fault, we'll refund the amount of

the payment (or over-payment) that has been debited from your account, as soon as possible. We'll also refund any interest or fees you've incurred directly as a result of our error or failure.

If we process a transaction late and it's our fault, we'll refund any interest and fees that you've incurred directly as a result of our error or failure.

If the error (for example, paying too much or making a payment to the wrong person) occurred because you gave us incorrect details or made a mistake, we'll make immediate efforts to trace the transaction and notify you of the outcome, free of charge. We won't be liable for the payment or over-payment, or for any interest or fees you've incurred.

If we make a mistake processing a balance or money transfer, we'll restore your account to its original state, as long as we're made aware of the error no later than six years after the payment left your account.

If you've given us incorrect details or made a mistake with a balance or money transfer, we'll take all reasonable steps to recover any amounts sent. We may charge you a reasonable fee for doing so.

### Your rights when you use your card

You are entitled to protection when you use your credit card. If you use it to buy something between £100 and £30,000, and receive unsatisfactory goods or services, you may have the right to make a claim against us as well as the retailer.

This doesn't apply to money transfers or anything bought with a money transfer or cash withdrawal. This protection may not apply if you use your card to fund an account with a third party (such as PayPal) and then pay for goods or services with that account.

## 9. Suspensions and restrictions

In certain circumstances, we'll need to suspend or restrict the use of your account. We'll only do this for a good reason, including when:

- We have reasonable grounds to suspect fraud, misuse of the account or criminal activity
- There's a significantly increased risk you may not be

able to pay us (for example, if you're being declared bankrupt, we receive new information from a credit reference agency or you're regularly missing payments for other Tesco Bank products)

- The transaction would take you over your credit limit or you are already over your credit limit
- We have reasonable grounds to suspect the security of the card has been compromised
- The transaction seems unusual compared to normal account activity
- We believe your account, card or digital card might be compromised as a result of you using a service, or if that service is compromised, unavailable or withdrawn
- We're unable to contact you using the details you've provided
- We're ordered to do so by a court of law or other enforcement authority
- You've reported your card lost or stolen
- You've requested a block on your card
- We're informed that you have died

If any of these circumstances apply to you or your account, where possible, we'll try to contact you before we take any action.

We'll always tell you why we've done what we've done, unless it's illegal to do so, or goes against reasonable security measures.

You can get in touch with us at any time to ask that we lift the suspension or restriction on your card.

In certain circumstances we might reduce your credit limit or advance limit, and we'll tell you if we do so. If a purchase transaction is declined, we or the retailer will tell you, and you can contact us to find out the reason why.

### **Persistent debt**

We can also suspend your card if we've notified you that we consider you to have been in persistent debt for 36 months. We consider you to be in persistent debt if, over a period of 18 months, you've been paying more in interest, fees and charges than you have towards reducing your balance. If you remain in this position after a further 18 months, we're under an obligation to help you reduce your balance more quickly. This

means that we may block further use of your card, either temporarily or permanently. As we use statement periods to work out whether you're in persistent debt, changing your statement date may affect when we contact you.

We can lift the suspension on your card once you've paid off your balance. Before we do this:

- we'll do an affordability check to see if you can afford the card repayments;
- if we think you can afford your card, we'll let you know what credit limit we're prepared to give you. This limit may be lower than your current limit; and
- we may also increase your minimum payment to try to help you avoid going into persistent debt again.

In certain circumstances, we won't lift the suspension on your card. Including if:

- we've taken other steps to help you clear your balance, such as choosing not to enforce this agreement or any part of it or reducing your interest rate; or
- we consider that we need to keep your card suspended (for example, because we're unable to contact you using the details you've provided).

## **10. Keeping your account safe**

### **Your responsibilities**

You must keep your card, PIN and any other security information – like your Online Banking details – safe. Additional cardholders should do the same.

The card itself is our property and we expect you to take the following precautions:

- Sign the card as soon as you receive it
- Destroy any paperwork that mentions your PIN or other security details
- Keep your PIN and other security details safe and separate from your card, or anything you usually keep with it
- Disguise any notes you make of your PIN or other details
- Keep your receipts somewhere safe, or carefully destroy them
- Keep your card and security details to yourself

## Changing your PIN

If you change your PIN at an ATM, make sure you avoid numbers that could be easy to guess (like your date of birth).

## Disposing of old cards

When you get your replacement card, dispose of the old one carefully: cut it up through the signature box, the magnetic strip and the chip. Additional cardholders should do the same.

## Digital cards

If you're using a digital card, make sure you keep the device you use it on secure. If your device stores biometrics (such as fingerprints or face recognition) for the purpose of accessing your account, authorising transactions or doing anything else on your account, don't allow anyone else to store their unique biometrics on your device. If you decide to dispose of a device with a digital card on it, make sure you delete the card first. Additional cardholders should do the same.

## Scams

Be aware of scams designed to trick you (or any additional cardholder) into giving away information that could be used to defraud you.

Scammers might contact you (or any additional cardholder) by email, phone or text message, pretending to be from Tesco Bank, and try to trick you into sharing your security details, push you towards a fake website, or ask you to provide your passwords to them directly 'for security purposes' or some other reason.

### Lost or stolen cards and devices, or suspicious transactions

Call us immediately on **0345 300 4278** from the UK or **+44 126 850 8027** from abroad, if your card or a device with your digital card on it is lost or stolen, you think your account may be misused, or your security details could be compromised in any way.

You must give us any information you have regarding the circumstances of the loss, theft or misuse of a card, digital card or security details. We can give the police any information they think is relevant to help prevent or control fraud.

Additional cardholders should do the same.

## Liabilities

If there's fraudulent activity on your account, you won't be liable as long as you've taken all reasonable precautions. If not, you could be liable.

Here's how it breaks down:

Type of transaction	Amount you'll pay
If someone carries out a fraudulent transaction using your card details online, by phone or by mail order	Nothing
If you, or any additional cardholder, call us to cancel your card(s) because it's been lost, stolen or someone else knows the security details and unauthorised transactions have been made before we are notified (unless this happens before you, or any additional cardholder, receives the card from us)	Up to £35
If you, or any additional cardholder, call us to cancel your card(s) because it's been lost, stolen or someone else knows the security details and unauthorised transactions have been made after we've been notified	Nothing
If you give permission for someone else to use your card or card details	You're responsible for all transactions on the account
Fraudulent transactions by you (or any additional cardholder)	You're responsible for all transactions on the account

## 11. Changing this agreement

### Reasons why we can change this agreement

We can change the terms of this agreement (other than interest rates and fees) for any of the following reasons:

- We think the change would make the terms easier to understand or fairer to you
- We're making reasonable changes to the way we look after your accounts in response to changes in the banking or financial system, technology, or the systems we use to run our banking business, or as a result of changes in law, industry codes, the decision of an ombudsman or any other regulatory requirement (or if we reasonably expect there will be a change of this type)



- As a result of changes (or when we reasonably expect there to be a change) to good banking practice which are as favourable or more favourable to you

### **Changes to pricing for specific Tesco Group products or services**

From time to time, we might agree with another Tesco Group company that we will reduce, vary or remove the interest rates, fees or charges on your credit card when you are signed up to an eligible product or service offered by them. You should refer to the terms of the Tesco Group product or service to check if you are eligible for better pricing offers.

Where you have a membership to such a product or service and we're then told that you no longer have one, we can increase your interest rates, fees or charges so that they're the same as if you'd not signed up to the product or service. This means you'll have to start paying these costs. We'll let you know when this happens, and tell you what the revised interest rates, fees or charges are. You should read "Letting you know" below for more information on how to avoid this new pricing.

### **Changing your agreement for any other reason**

We can also change any part of this agreement, for any reason, provided we give you at least 30 days' notice and tell you what we're doing and why. During the notice period, you'll be free to end the agreement without charge, provided all amounts outstanding have been repaid.

### **Letting you know**

We'll give you at least 30 days' advance notice of any changes to this agreement, unless the change is to your advantage. If that's the case, we'll still give you notice but we may make the change more quickly.

We'll tell you about any changes in writing, either with your monthly statement or separately by post or email, and we'll always make it clear when changes will come into effect. If you don't want to continue to make transactions after a change, you can end this agreement by giving us notice by calling, emailing or writing to us, but the change will still apply to this agreement until all amounts outstanding have been repaid.

## **12. Ending this agreement**

As this agreement has no fixed duration, you can close your account at any time by calling us on **0345 300 4278**. If you have an outstanding balance, we'll stop you making any further transactions, but carry on adding any applicable interest and fees to the account until you've paid off everything you owe under this agreement (this includes before and after any judgment or decree).

If we are investigating unauthorised activity on your account, you won't be able to close your account until our investigation has been completed.

We can end this agreement at any time, by giving you written notice (if we do, we'll usually give you at least two months' notice).

We can close your account immediately and demand you pay the full amount due for any of the following reasons:

- You become bankrupt or make arrangements with your creditors
- We find out you made false or misleading statements when applying for this card or any of our other products
- You commit fraud, or we have reasonable grounds to suspect you have committed fraud, misused your account or used it for criminal purposes
- You act in a threatening or abusive manner to any member of our staff
- You move outside the UK
- You die
- We're required to do so by law

We can also close your account immediately if you regularly or seriously break the terms of this agreement or any other agreement you have with us. We'll give you at least one month's notice to put right any breach that you can fix.

We'll also comply with all legal requirements in any of the above situations.

## 13. Making a complaint

Obviously, we hope you never have to make a complaint. If you do, we promise we'll try to resolve it as quickly as we can. Just call us on **0345 300 4278** or write to us at **Tesco Bank, PO Box 27010, Glasgow, G2 2DR.**

You'll find our complaint handling process under the 'Make a complaint' section on our website at **tescobank.com/complaints**. You can also request a copy by calling the number above.

If you're not happy with our response to your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (FOS) by writing to them at **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR** or by telephoning on **0800 023 4567**. Details are also available from their website, **financial-ombudsman.org.uk**

## 14. Other useful information

### Staying up to date

Tell us straight away if you or any additional cardholders change name, address or any of your contact details change (including your mobile phone number or email address). If you don't, we'll continue to use the details you last gave us. We won't be responsible if we can't contact you, or if we send confidential information using out of date contact details.

For your security, we may block access to your account and/or your card if we can't contact you.

If you make your payments to us by Direct Debit, you should also tell us if you change the bank or building society from which you make your payments.

### Rights and obligations

You may not transfer your rights or obligations under this agreement. We may transfer the rights and duties we have under this agreement to another lender or company in the future. We'll only do this if we reasonably believe they'll treat you at least as well as we do.

We won't be liable if we break this agreement due (directly or indirectly) to:

- abnormal and unforeseeable circumstances outside

our control, the consequences of which would have been unavoidable. This could include the failure of any machine, data processing system or transmission link or delays and failures due to industrial action; or

- our obligations under UK law.

If we allow you more time to make a payment or choose not to enforce any terms and conditions under this agreement, we'll be able to apply them again at any time.

### Payment Protection Insurance

If you've previously purchased our Payment Protection Insurance (PPI) the monthly insurance premium will be added to your account and is treated as a purchase transaction. This means that where interest is due on the transaction it will be charged at your purchase interest rate. We transfer your premium to your insurer.

Where there is a valid claim on your PPI, your insurer will make payment directly to us. We'll use the payment to clear all or as much of your debt under this agreement as possible.

### Restrictions on your account

You and any additional cardholder must not use your account for business or illegal purposes.

### Your liability for taxes and other costs

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

### Applicable law

If your address is in Scotland, Scots law applies to the contract between us, the dealings we have with a view to entering into it and any legal case between us will be referred to the Scottish courts. If your address is elsewhere, English law will apply and any legal case will be referred to the English or Welsh courts.

### Copies of these terms and conditions

We'll communicate with you in English and you can ask for a copy of these terms and conditions at any time for free.

Our personal loan and credit card business is regulated by the Financial Conduct Authority, who can be contacted at **12 Endeavour Square, London, E20 1JN.**



If you would like Braille, large print or audio format information about Tesco Bank credit cards, please contact us.

Sometimes we record calls for training and quality purposes and for our joint protection.

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