

Tesco Credit Card Terms & Conditions

These are example terms and conditions for your credit card. We haven't included any interest rates because the rate of interest offered to you will be dependent on your individual circumstances. Items that vary from customer to customer (for example fees relating to introductory rates) are highlighted in blue. Please refer to your monthly statement to see the interest rates and minimum payment calculations that apply to your account.

Credit Card Agreement regulated by the Consumer Credit Act 1974

Applying for a credit card is a big decision. Make sure you can afford the Tesco Credit Card. You have to be able to pay back the balance on your account not just minimum payments. Missing payments has serious consequences and could result in us taking legal action against you and affect your ability to get credit (e.g. a personal loan or a mortgage) in the future or increase the cost of obtaining credit.

This agreement is between us Tesco Personal Finance plc trading as Tesco Bank of 2 South Gyle Crescent, Edinburgh, EH12 9FQ and you.

Name

Address

Postcode

Your Credit Intermediary is xxx.

Your agreement with us, Tesco Bank, is made up of two documents:

1. this one, which you sign; and
2. Tesco Credit Card General Conditions.

1 HOW MUCH DO YOU CHARGE ME?

1.1 Interest

Introductory Rates (all fixed)	Monthly Rate	Annual Rate (simple)
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Purchases for xx months from account opening (for purchases made within xxx days of opening your account)

Balance transfers for xx months from account opening (for transfers made within xxx days of opening your account)

Money transfers for xx months from account opening (for transfers made within xxx days of opening your account)

Your introductory rates will be withdrawn if we don't receive your minimum payment in full and on time. If we do this, interest will be charged at the standard rates on any purchase, money transfer, balance transfer, cash withdrawal and/or cash transaction you have already made and those you make after the introductory rates have been withdrawn. We will always write to you to let you know that the introductory rates have been withdrawn and from what date the standard rates will apply.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 (all variable)	Monthly Rate	Annual Rate (simple)
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Purchases

Money transfers

Balance transfers

Cash withdrawals and cash transactions

Buy Now Pay Later and other fixed rates

Initial Buy Now Pay Later purchase
transactions for the first 6 months

Initial Buy Now Pay Later purchase
transactions after the first 6 months

From time to time, we may apply lower or fixed interest rates to certain types of transactions. These rates may have their own fees or other special repayment terms. If we do this, we will notify you of these rates and terms at the time that they are made available.

This is how we calculate interest:

- (a) If you just make purchases, don't have any arrears on your account and pay the full balance on your last statement on time **(including any annual fee)** we don't charge you any interest. Otherwise, interest is calculated from the date the transaction **or fee** is added to your account **(including fees)** until the full balance has been paid off.
- (b) We charge interest on any interest at the same rate which applies to the transaction on which the interest was charged. We charge interest on any handling fees at the same rate which applies to the transaction on which the fee was charged. We charge interest on all other fees at the purchase rate applicable at the time the fee was charged.
- (c) We calculate interest from the date the transaction or fee is charged to your account (except default fees). For default fees, we won't charge interest on it for 28 days starting from when we tell you we've added it to your account - we'll not charge any interest on this interest. 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 which equals your total interest for that month.
- (d) We charge interest at the rates in this agreement both before and after a court judgment or decree.

1.2 Fees and charges

We will charge you:

- **£xxx.xx annual fee. 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**
- £12.00 (default fee) if you go over your credit limit or stay over the limit at any time during your statement cycle
- £12.00 (default fee) if you don't make your minimum payment on time
- £12.00 if a Direct Debit, cheque or other payment is returned due to lack of funds
- **a handling fee of xx.xx% of the amount for introductory rate balance transfers**
- a handling fee of 3.99% of the amount for standard rate balance transfers or transfers made outside of any other lower or fixed interest rate period (see below)
- **a handling fee of xx.xx% of the amount for introductory rate money transfers**
- a handling fee of 3.99% of the amount for standard rate money transfers or transfers made outside of any other lower or fixed interest rate period (see below)
- from time to time we may write to notify you of lower or fixed interest rate periods on balance or money transfers. A fee may apply to transfers made within these periods. If so, we will tell you what the fee is when we notify you
- for transactions in a foreign currency, a conversion fee of 2.75% (see 'Foreign Currency' in your General Conditions)
- a handling fee of 3.99% (minimum £3.00 charge) of the amount for cash withdrawals from ATMs, over the counter at a bank or from a cash provider

- A handling fee of 3.99% (no minimum charge) of the amount for cash transactions. Cash transactions are gambling transactions, wire or international money transfers, 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
- our reasonable costs and expenses (including the cost of tracing you and/or recovering the money you owe us) as a result of you breaking this agreement. This may include costs that we incur before or after any court judgment.

If you exercise your right to withdraw within the first 14 days after you receive your first card, you will be entitled to a full refund of the annual fee. If you ask for the account to be closed, a partial refund in proportion to the remaining part of that annual period will apply at the point that you inform us that you no longer wish to use your account. If the account is ended at any other time, we will refund the fee to your account in proportion to the remaining part of that annual period.

2 HOW MUCH DO I PAY EACH MONTH?

2.1 You must always pay your 'minimum payment' each month by your payment due date. This applies even if you are: waiting for a refund; in dispute with a retailer over a transaction on your account; or making a claim under a PPI policy (if you have one). Remember refunds to your account don't count towards your minimum payment.

2.2 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 (excluding 'Tesco Buy Now Pay Later' special offers) plus any arrears carried over from your previous statement; or**
- **£25 plus any existing arrears carried over from your previous statement; or**
- **the amount you owe over your credit limit which includes any over limit fees.**

The minimum payment will be the greater of:

- **the total of all interest and fees 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 (excluding 'Tesco Buy Now Pay later' special offers) plus any overdue amounts from previous statements rounded down to the nearest pound; or**
- **the amount you owe over your credit limit**

2.3 You must pay by the date shown on your statement. This will usually be 25 days after your statement date. If we don't receive your minimum payment in full and on time we will charge you £12.00.

2.4 When you make your monthly payment, you can pay more than the minimum payment and you can make an extra payment at any time.

3. WE CAN CHANGE YOUR INTEREST RATES, FEES AND CHARGES

3.1 We can change your interest rates, charges and fees:

- if there is a change (or we reasonably expect a change) in the costs we incur in providing the account (including funding costs); or
- if there is a change (or we reasonably expect a change) in law, regulatory or industry code requirements; or
- if the behaviour on your account makes it look as if you may be higher risk. We will look at whether you meet your minimum payments or regularly go over your credit limit and data from internal and external sources.

3.2 Where we make a change to comply with a regulatory or legal requirement, the change will reflect fairly the proportion of the cost of compliance on our business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change interest rates and/or our fees to cover the same cost twice. We will not change an introductory or other fixed rate on an account for as long as we've agreed to keep it fixed. **This does not prevent an introductory or other fixed rate being withdrawn if we do not receive your minimum payment in full and on time.** We may also change our interest rates and charges for a valid reason which is not set out in this paragraph. As long as you are able to end the agreement without charge, we may change the interest rates and our charges for any reason not listed above.

3.3 We will give you at least 30 days' advance notice of all changes under this condition, unless the change is to your advantage (for example when we reduce your interest rate). Where this happens, we may make the change more quickly and will tell you about this as soon as possible. We will tell you about changes in writing which we will send to you with your monthly statement, or separately by post. If you receive paperless statements we may do this by email. If we increase an interest rate **or annual fee** you can decide that you do not want to continue to make transactions using the account and the revised interest rate **or annual fee** will not apply to you. To do this you must call or write to us within 60 days from when you receive the letter about the rate **or fee** change. 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 to make transactions which incur the new fee or charge after the change, you can either avoid making this type of transaction or you can terminate the agreement by giving us notice, but the new fee or charge will still apply to your agreement if you do make any transactions which incur the fee or charge until all amounts outstanding have been repaid.

4. WHAT IS MY CREDIT LIMIT?

We will tell you your credit limit and your advance limit when you first receive your card. We can change these from time to time. An advance limit is the maximum amount of your credit you can use to do cash withdrawals.

5. EXAMPLE OF HOW MUCH YOU MIGHT HAVE TO PAY

If you make a purchase of £x,xxx which you repay in xx equal monthly payments of £xxx together with all interest accrued that month, charged at the standard rate for purchases, each payment being made on time, 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 and the APR xxx.x% (variable). These figures assume that, during the repayment period, there aren't any more transactions and we make no changes to the standard rate for purchases.

Tesco Credit Card General Conditions

What you need to know

This forms part of and should be read with your credit agreement signed by you and us. When we refer to 'us' in this document we are referring to us, Tesco Bank and any person our rights and duties might be transferred to. When we refer to 'you', we mean the cardholder in whose name we have opened an account.

You can change your mind about the card

You have a right to withdraw from this agreement (sometimes called a right to cancel or cool-off), without giving us a reason, by calling us on 0345 300 4278* or writing to us at Tesco Bank, PO Box 27029, Glasgow G2 9FU. Your right to cancel will start the day after you receive the card and ends 14 days after that. You must repay any balance on your account together with any interest or charges due within 30 days of telling us. We will tell you the amount of interest payable per day.

Important Information about your rights when you use your card

If you use your card to make a purchase with a price of more than £100 but not more than £30,000 and any of the following happens:

- the goods fail to arrive
- the goods are not of a satisfactory quality
- you made the purchase based on incorrect information
- the supplier fails to deliver their side of the bargain with you the law protects you and gives you rights to claim against us as well as the supplier. An example of where we would help is: you buy a new TV and it costs more than £100 (but less than £30,000) and pay for it with your card, the TV supplier goes insolvent and fails to deliver your TV. This doesn't apply to money transfers or anything bought with a money transfer or cash withdrawal.

What is a digital card?

Some services allow you to create tokenised versions of your cards, which can then be used to make payments electronically without the use of the physical card. If your card is used in any of these services, payments will be made as if you've used the physical card. Depending on which service you use, you may have to set up some additional security details (such as passcode, fingerprint access, or pair it with another device) to use it.

1. Additional Cardholders

- 1.1 You can ask us to give other people a card on your account. If we agree, we will send you an additional card which you can give to them. Make sure you tell them to keep their security details safe in line with condition 3. You must tell us if you want to cancel an additional card.
- 1.2 You are responsible for all use of the additional card and must pay us for transactions made by the additional cardholder even if they cause you to go over limit or do anything else which makes you break this agreement or if transactions are charged to your account after the additional card has been returned to us. You will also be responsible for any charges added to your account because of any use of the card or card details by an additional cardholder.
- 1.3 We will not give additional cardholders information about your account unless you agree.

2. How we use your payments

- 2.1 When you pay us we use it to pay off first those items which attract the highest interest rates. If there is 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 have received before paying off items which haven't yet appeared on your statement. If your account is in arrears, we will clear the arrears on your account (starting with the oldest) before we put it towards the amount due from your most recent statement.
- 2.2 If you have 'Buy Now Pay Later' special offer items, during the term of the offer we will use your payments to pay these off after we have paid off everything else which has appeared on a statement you have received. Once the offer has ended any remaining balance from the Buy Now Pay Later offer will be treated as a purchase transaction and you'll be charged interest in the normal way.

3. Keep your card and security details safe at all times

- 3.1 You and each additional cardholder must keep your card, PIN and any other security information (such as your online servicing log-in details) safe. The card remains our property at all times. We expect you and each additional cardholder to take the following precautions:
- sign the card straightaway;
 - destroy any letters which tell you your PIN or security information;
 - don't write the PIN or other security information on the card or anything usually kept with it;
 - if you do write down the PIN or other security information do this in a way which attempts to disguise it;
 - keep receipts secure or carefully destroy them;
 - don't give anyone else your card or other security information;
 - if you change your PIN at an ATM pick a number which will be difficult to guess (for example don't use your date of birth);
 - when you get a replacement card, dispose of your old card carefully by cutting it up through the signature box, the magnetic strip and the chip;
 - call us about any suspicious transactions or incidents (for example, if you are concerned that an ATM you have used may have been tampered with).
 - If you're using a digital card, you will need to ensure that you keep any device on which the digital card is stored and security details for the device safe and not allow anyone else to use them. If your device stores a fingerprint, you should not store anyone else's fingerprint on your device. If you dispose of a device which has a digital card held on it, you must delete the card first.
- 3.2 Authorised third party providers are firms within the EU, authorised by the FCA or another European regulator, that are allowed to carry out services for you using your account.

Before you use an authorised third party provider, you should check with them that they are authorised to undertake the services for you, that you trust them with your account and you are clear what accounts they have access to and what they are using your data for.

They work by accessing your account using your online banking security details, so we will treat all instructions as being given by you, unless you tell us that your security details have been compromised. If you wish to stop them having access, you must contact us to change your security details.

Please be aware that authorised third party providers may have access to all of your account data. Once your security details have been used by an authorised third party provider, we are not in control of what they do with your account or your data.

There may be other third party providers who are not authorised who ask for your online banking security details. If you use these providers it will be at your own risk and we will not be liable for any losses you suffer if they misuse your security details.

- 3.3 You may be asked to sign up to Verified by Visa or MasterCard SecureCode during an online transaction, if you choose not to register we may not authorise future online transactions.

4. Lost and Stolen Card Information

- 4.1 **You (or any additional cardholder) must tell us immediately if a card is lost or stolen, you think your account may be misused, if someone other than an authorised third party provider knows your security details or your security details have been compromised or stolen, by calling us on 0345 300 4278*. If you are abroad, please call +44 126 850 8027. If you're using a digital card, you must tell us immediately if your phone is lost or stolen in the same way as if your or your additional cardholder's physical card is lost or stolen. The limits set out in these general conditions for what you pay if your card is lost or stolen under certain circumstances also apply to transactions carried out on a digital card, so you should make sure that you keep your device and its security details safe.**
- 4.2 If you are unable to call us then you may write to us at Tesco Bank, PO Box 27028, Glasgow G2 9FT. You (or any additional cardholder) must give us any information you have regarding the circumstances of the loss, theft or misuse of a card or security details. We can give the police any information they think is relevant to help prevent or control fraud.

If this happens	Amount you pay
If someone carries out a fraudulent transaction using your card details on the internet, by telephone or by mail order	Nothing
You (or any additional cardholder) call us to cancel your card because it's been lost, stolen or someone else, other than an authorised third party provider, knows the security details but there are transactions after you call us	Nothing
You (or any additional cardholder) give permission for someone else to use your card/ card details	All transactions on the account – no limit
Fraudulent transactions by you (or any additional cardholder)	All transactions on the account – no limit
Your card (or any additional cardholders') is misused before you tell us it has been lost, stolen or that someone else knows the PIN (unless this happens before you receive the card from us)	£35 maximum

5. Repayments

- 5.1 We will send you a statement, free of charge, in any month where you have a balance on your account or there has been any activity on your account. This will show the payments you have made to us and all amounts we have charged to your account since the last statement and the balance on your account on the statement date. If you receive paperless statements, we'll send you an email to let you know that your statement is ready, and you can view it in online banking and the mobile banking app. You must pay the minimum payment on time. Payments made by you will only take effect when they are received by us (for example cheques take several days to clear).
- 5.2 You must immediately pay any amount that exceeds your credit limit, any arrears and the amount of any transaction made in breach of this agreement.
- 5.3 We may give you notice letting you miss a minimum payment but interest will continue to be charged so it will make your borrowing more expensive.
- 5.4 If you miss a payment, as well as having to pay additional interest and charges under this agreement, your credit record may be affected, making it more difficult or more expensive for you to borrow. If you are a homeowner, we may ask the court for a charging order over your home. If we have a charging order and your home is sold (through repossession or for any other reason), any amounts you owe us will be repaid from the sale proceeds. If you are 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.
- 5.5 No payments received by us will be treated as being in full and final settlement of your account unless we expressly confirm this to you in writing.

6. Foreign Currency

- 6.1 **Transactions in a foreign currency:** Any foreign currency transaction or refund will be converted at an exchange rate determined by Visa or MasterCard and will take place on the day Visa or MasterCard process the transaction, which may be after the day you make the payment or withdraw the money. We will also add the handling fee. You can find out the current exchange rates by viewing these at www.mastercard.com/global/currencyconversion or www.visaeurope.com/making-payments/exchange-rates. If you get a refund on a foreign currency transaction then you could still end up with a balance on your account if rates go down between the transaction and the refund.
- 6.2 **Buying foreign currency:** If you (or any additional cardholder) buy foreign currency and/or travellers' cheques this will be treated as a purchase transaction.
- 6.3 **Cash withdrawals or cash transactions abroad:** If you or any additional cardholder withdraws cash, or carries out a cash transaction abroad, you will be charged a cash withdrawal or cash transaction fee and a foreign exchange fee.

7. Going over your credit limit

7.1 You must not go over your credit limit. When we calculate whether you have gone over the credit limit we take into account other transactions you have authorised and other amounts, such as interest and charges, which are due to be added to your account.

7.2 We charge a fee every time you go over your credit limit. This is charged when we produce your statement. This can mean you are charged the fee twice for going over your limit once. For example if your statement is produced on the 15th of every month and you go over limit on the 12th of the month an over limit fee will appear on your next statement. If you are still over limit on the 15th when we prepare your statement we will charge a second over limit fee on your next statement.

8. Transactions on the Account

8.1 You (or any additional cardholder) can authorise transactions on the account by using a combination of your card, PIN, account or other security details depending upon the type of transaction and circumstances. Once you have authorised a transaction it cannot normally be stopped. All transactions made by you and any other cardholder will be added to your account. You can use your digital card to make purchases. If you (or any additional cardholder) make a payment with a digital card, then you'll need to authorise the payment in line with the service you are using – you may need to use a fingerprint on your device, or enter a code. If you use a contactless card to pay for travel, you may be required to touch your card (or a device on which a digital card is stored) to the contactless readers at the beginning and end of (and possibly at points during) your journey.

8.2 Things to remember about different transaction types:

- **Card Transactions:** You can use the card to make purchases, cash withdrawals and cash transactions. We may put a limit on the number of cash withdrawals you can take out in one day from an ATM and we will tell you what this limit is.
- **Money transfers:** We may restrict the amount of any money transfer or tell you other conditions for the transfer. We will tell you when we do this. There is a minimum transfer amount of £1. You can only transfer money in sterling to a bank account held with a bank or building society in the UK. If we approve your request for a money transfer, we will take the money from your account and send it on the same business day if we receive your instructions before 17:00 or the next business day if we receive your instruction after this time. The money will reach the bank account by close of business on the next business day after we send the money. Interest is charged from when you tell us to make the transfer. Additional cardholders can't request a money transfer. If you use an authorised third party provider, they may make money transfers on your behalf in the same way as if you'd made them directly, and you'll be charged any fees in the same way.
- **Balance transfers:** We may restrict the amount of any balance you may wish to transfer or tell you other conditions for the transfer. We will tell you when we do this. You may only make balance transfers in sterling to another financial institution in the UK. If we approve your request for a balance transfer we take the money from your account and send it on the same business day if we receive your instructions before 17.00 or the next business day if we receive your instruction after this time. The other lender will receive this by close of business on the next business day after we send the money. Additional cardholders can't request a balance transfer. If you use an authorised third party provider, they may make balance transfers on your behalf in the same way as if you'd made them directly, and you'll be charged any fees in the same way.
- **Regular payments:** You can give your card details to a supplier so that they can set up regular payments which will continue until the arrangement expires or is cancelled by you. If you want to cancel this type of payment please let us know as soon as possible. You can contact us by phone or in writing. It may also be helpful to contact the supplier in good time before the next payment is due to let them know you want to cancel the payment.

- **Contactless:** We will tell you if your card is a contactless card. You can authorise payments simply by holding the card against the reader on a contactless terminal. Occasionally you will have to enter your PIN to use the contactless card. This is a security feature that helps limit the amount spent on the card if it is lost or stolen. Limits may apply and we will tell you what these are when we send you your card.
- **Digital cards:** There may be limits on making transactions with a digital card, which will be set by the service you are using.

8.3 If you use your card to pre-authorise a transaction (for example where hiring a car or staying 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, any difference will be released without delay.

9. **Why can't I use my card or make transactions on my account?**
Sometimes we will suspend or restrict the use of your card or digital card but we only do this for a very good reason:

This may happen because	Action we may take (it will always be in proportion to what's happened)
<ul style="list-style-type: none"> • we have reasonable grounds to suspect fraud, misuse of the card or criminal purposes • there is a significantly increased risk you may not be able to pay us (such as you being declared bankrupt, us receiving adverse information from a credit reference agency or you regularly missing payments or displaying signs of financial difficulty on this card or any other Tesco Bank product you may hold) • you would go over limit or are already over limit • we have reasonable grounds to suspect the security of the card has been compromised • we are ordered to do so by a court of law or other enforcement authority • we are informed that you have died. • you have reported your card is lost or stolen • the transaction seems unusual when compared to other transactions on your account • if we reasonably believe that 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 • you have asked us to • we are unable to contact you using the details you have provided 	<ul style="list-style-type: none"> • stop or limit the use of your card or account including cancelling your card or not issuing a replacement or re-issue card • reduce your credit limit or advance limit. <p>We will try to contact you before taking any of the steps above. This can be in writing or by telephone, email, in-app messaging or text message. If we cannot contact you we will take action and will write to tell you about this immediately afterwards. We will always tell you why we have put in place a restriction unless doing so is illegal or goes against reasonable security measures.</p> <p>If a purchase transaction is declined, we or the supplier will tell you the transaction has not been authorised and you can contact us to find out the reason why.</p> <p>You can at any time contact us to request your card is no longer suspended or restricted.</p>

10. **When can we change the terms and conditions (other than changes to interest rates, fees and charges)?**

10.1 **Changes to your credit limit:** If we increase your credit limit we will tell you before the change takes effect. At any time, you can tell us to reduce your credit limit or that you do not want us to increase it including where we have told you we are planning to increase it. We may reduce your credit limit for the reasons stated in condition 9.

10.2 **Other changes:** We can change any of the other terms of this agreement (other than interest rates and charges) for any of the following reasons:

- where we reasonably consider that the change would make the terms easier to understand or fairer to you; or

- to make reasonable changes to the way we look after your accounts as a result of 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 and any other regulatory requirement (or where we reasonably expect that there will be a change of this type); or
- to make reasonable changes to the way we look after your accounts as a result of changes (or where we reasonably expect there will be a change) to good banking practice which are as favourable or more favourable to you.

- 10.3 As long as you are able to end the agreement without charge, we may change any of the terms of this agreement for any reason not listed above.
- 10.4 We will give you at least 30 days' advance notice of all changes under this condition, unless the change is to your advantage. In this case, we will still give you notice but we may make the change more quickly. We will tell you about changes in writing which we will send to you with your monthly statement, or separately by post. If you receive paperless statements we may do this by email. We will tell you when changes will come into effect. If you do not want to continue to make transactions after the change, you can terminate this agreement by giving us notice, but the change will still apply to your agreement until all amounts outstanding have been repaid.

11. Ending the Agreement

- 11.1 **You:** This agreement has no fixed duration. You can close your account at any time.
- 11.2 **Us:** We may end this agreement by giving you written notice, which will usually be not less than 2 months' written notice. We may also close your account immediately and demand you pay the full amount due if:
- 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 other Tesco Bank product;
 - you commit or we have grounds to suspect fraud;
 - you act in a threatening or abusive manner to any member of our staff, in respect of this or any other Tesco Bank product;
 - you move abroad;
 - we are required to do so by law;
 - you die; or
 - you (or any additional cardholder) regularly or seriously break the terms of this agreement or any other agreement you have with Tesco Bank (for example commit fraud or miss monthly payments).

We will comply with any legal requirements where this happens. We will give you at least one month's notice to put right any breaches which you can fix.

- 11.3 **What happens:** We will continue to add interest and charges to the account until you have paid everything you owe under this agreement (this includes before and after any judgment or decree). If you end this agreement and you have an outstanding Buy Now Pay Later balance this will be transferred to the purchase balance and will be included in the calculation of your minimum payment. If your agreement comes to an end, you must destroy your card by cutting it in two through the chip, and remove any digital cards from any device or devices in which they are stored.

12. If things go wrong...

Unauthorised transactions and transactions you don't recognise

- 12.1 If you have used your card or digital card to make a payment to a supplier, we will refund you if:
- you didn't agree to the exact amount of the payment;
 - the amount of the payment ended up being more than you could reasonably have expected in the circumstances (including your previous spending pattern); and
 - you ask for the refund within eight weeks of us adding the payment to your account.

- 12.2 We may ask you to provide information which is reasonably necessary to investigate whether you are entitled to a refund under this Condition. Within 10 working days of you asking for the refund or of us receiving any extra information we have asked for, we will either refund you or refuse the refund and explain our reasons if we are allowed by law to tell you.
- 12.3 If you have asked us to make a balance transfer or a money transfer:
- if we make a mistake processing the transaction we will, if you query the payment with us no later than 6 years after the payment left your account, restore your account to the state it would have been had this not taken place; and
 - where you have given us incorrect details or you have made a mistake, we will take reasonable steps to recover any amounts sent and may charge you a reasonable fee for doing so.
- 12.4 If we discover you weren't entitled to a refund we may debit the transaction amount from your account. This will take effect from the original date the transaction was processed.
- 12.5 If we process a payment late or make an error we will, as soon as possible, refund the amount of any non-executed or defective payment. We will also refund any interest and charges you have incurred. Our liability is limited to the amount of such payment and any interest and charges you have to pay directly as a result of such delay or error. If the delay or error occurred because you gave us incorrect details or made a mistake we will not be liable for any interest and charges incurred, but we will make immediate efforts to trace the payment and notify you of the outcome, free of charge.
- 12.6 **Complaints:** If you make a complaint, we'll aim to resolve it as quickly as we can. Call us on 0345 300 4278* or write to us at Tesco Bank, PO Box 27028, Glasgow G2 9FT. If you're still not happy, you can refer your complaint to the Financial Ombudsman Service (FOS). You can find out more about the FOS by writing to them at Exchange Tower, London E14 9SR or by telephoning on 08000 234 567. Details are also available from their website, www.financial-ombudsman.org.uk

If you would like a copy of our complaint handling process, please call us on 0345 300 4278*. It is also available on our website at tescobank.com under the 'help' section.

If you purchased your credit card with us online you may also be eligible to complain using the Online Dispute Resolution (ODR) service. Further information on ODR can be obtained at <http://ec.europa.eu/odr> or on the "Make a complaint" section of the Tesco Bank website. Please note that using the ODR service will not mean that your complaint is resolved more quickly than if you complain to us directly.

13. Payment Protection Insurance (PPI)

- 13.1 If you have selected to purchase the optional Tesco Bank Payment Protection Insurance, we will add the monthly insurance premium to your account. We will treat this 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.
- 13.2 Where there is a valid claim on your PPI, your insurer will make payment direct to us. We will use the payment to clear all or as much of your debt under this agreement, as possible.

14. RESTRICTIONS ON USING YOUR ACCOUNT

- 14.1 You must not use your account for:
- (a) business purposes; or
 - (b) illegal purposes.
- 14.2 You must not make payments that result in a credit balance on your account. We may refund credit balances at any time.

15. General

- 15.1 You may not transfer your rights or obligations under this agreement. We may transfer our rights and duties under this agreement to another lender or company in the future. We will only do this if we reasonably believe they will treat you at least the same as we do.

- 15.2 We will not be liable if we break this agreement due (directly or indirectly) to:
- (a) abnormal and unforeseeable circumstances outside our control the consequences of which would have been unavoidable – this may include the failure of any machine, data processing system or transmission link or delays and failures due to industrial action; or
 - (b) our obligations under UK or European Community law.
- 15.3 If we allow you more time to make a payment or choose not to enforce any terms and conditions under this agreement, we will be able to apply them again at any time.
- 15.4 If we suspect fraud or a security threat on your account, we will let you know by text, telephone, email or letter. We will never ask you for your full PIN, password, Online Banking security number or Mobile app passcode over the telephone, or via email or text. When you call us we will need to identify you. We'll do this by asking for information known only to you, and by requesting some of the digits of certain passwords, passcodes or security numbers.
- We will never email you asking for confidential or personal information. Please do not respond to any emails that appear to be from Tesco Bank asking for your security details or linking you to a web page asking you to login. If you think you've received a fraudulent email, please forward it to phishing@tescobank.com and we'll investigate further. Visit our Security and Fraud centre at tescobank.com under the 'Help' section to find more information on staying safe online.
- 15.5 We may contact you electronically (e.g. by text, email or in-app messaging), by post or by telephone using any of the contact details you give us. This means that you might only get an email or a text from us, and not receive a letter in the post. We'll never contact you asking you to share your security details.
- You should be aware that there are scams designed to trick you into giving away information (such as account passwords) that can then be used to defraud you. This may be by email, phone call or text message pretending to be from Tesco Bank or a trusted third party. They may try to trick you into going to a fake website, to update your password for example, or they may ask you to provide your passwords to them directly 'for security purposes' or some other reason.
- The only organisations that you should share your online banking security details with are authorised third party providers that you trust, so they can carry out the services you have asked them to.
- You must tell us at once if you (or any additional cardholder) change name, or change address, or any of your contact details change (including your mobile telephone number or email address). If you don't tell us that your contact details have changed, we'll continue to use the details you last gave us, and 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 are unable to 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.
- Once your account is open, you can choose to turn off paper statements in online banking. If you receive paperless statements, then we may send you other important information, such as notifications of changes to your terms and conditions, by email. We may still send you correspondence by post if we think it's important or necessary, or we think that your contact details may be out of date.
- 15.6 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.
- 15.7 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.
- 15.8 We will communicate with you in English and you can ask for a copy of these terms and conditions at any time for free. Our telephone number is 0345 300 4278*. Our personal loan and credit card business is regulated by the Financial Conduct Authority, which can be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.

* Calls charged at basic rate. The number provided may be included as part of any inclusive call minutes provided by your phone operator.

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