

## Advance Credit Card

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

These are the conditions of an agreement between us, TSB Bank plc, Card Services, PO Box 16591, Birmingham B25 9GR, and:  
Name of customer:

Address:  
("you")

The credit intermediary is not applicable.

The General Credit Card conditions also form part of this agreement and are contained in the document headed 'General Credit Card conditions'.

In condition 21 we set out special meanings we have given to some words in this agreement.

#### 1. CREDIT LIMIT

We will set a credit limit and tell you what it is after we have opened your account. We may change it in the future. We'll give you the new credit limit in writing. If we increase your credit limit we will give you at least 30 days notice. If we decrease your credit limit we will let you know before the change takes effect.

#### 2. YOUR PAYMENTS

2.1 You must make a minimum payment by the payment date every month of an amount equal to the total of interest, any charges payable under condition 7.1, 7.2 or 7.3 and 1% of the balance shown in your statement (minimum £5, or the full balance if less than £5).

In addition to your minimum payment, you can repay all or part of what you owe at any time. Your monthly statement will show how you can make a payment to us, including at a branch, via Internet Banking (if registered) or Telephone Banking (if registered).

2.2 To begin with your payment date will be about 25 days after the statement date but we may change it under condition 19. Your statement will show the payment date and the minimum payment.

#### 3. ANNUAL PERCENTAGE RATE AND TOTAL AMOUNT PAYABLE

The APR is X% (variable) and the total amount payable is £X. These are both calculated using the following assumptions:

- We both keep to the terms of this agreement.
- The interest rate (and, where applicable, any charges) do not change.
- Interest is charged at the standard rate for Purchases. We have not used any special promotional rates for the purposes of the calculation.
- The credit limit is £1,200, you make a single Purchase of this amount immediately and you repay this amount over one year by 12 equal monthly payments.
- You pay interest accrued with each monthly payment.

#### 4. INTEREST RATES

4.1 Our standard rates are:

- X% p.a. (variable) for Cash Withdrawals; and
- X% p.a. (variable) for all other Transactions and amounts payable by you under this agreement.

4.2 Our current rates for Promotional Transactions are:

- X% pa and a charge of X% for Balance Transfers made in the first 90 days after we open your account. This rate is fixed for X months from the date we open your account. Interest on the charge is payable at the promotional rate. The Balance Transfer charge in condition 7.8 does not apply.
- 0% p.a. for Purchases. This rate is fixed for X months from when we open your account.

All interest rates shown above are calculated by compounding the monthly interest over one year.

If there is a promotional Balance Transfer offer available, then interest on the Balance Transfer charge payable under condition 7.8 will also be charged at the promotional rate.

If you make a Promotional Transaction, the promotional rate will apply until the end of the promotional period (it may come to an end early if you break this agreement – see condition 4.5). After the end of the promotional period, the relevant standard rate will apply. We will put a message in your statement to remind you when the introductory promotional period ends.

4.3 We generally charge interest daily on the balance outstanding on the account. We start charging interest on Transactions and on all other amounts from and including the date they are added to the account. We add this interest to your account on the statement date each month. We then charge the relevant rate of interest on the whole balance until you make a payment. We then charge interest on your remaining balance until your next statement date, and this interest will

be added to your account on the statement date. This means that you may pay interest on interest ("compound").

4.4 We will not charge interest on the charges in conditions 7.1 to 7.6 until the 29th day after the day we give you notice that these charges are payable. We will then charge you interest on those charges, but we will not charge interest on that interest.

4.5 You will lose the preferential terms that apply to Promotional Transactions if you do not comply with important obligations to us under this agreement. We will start charging the relevant standard rate or fees (see conditions 4.1 and 7) if you miss a minimum payment or exceed your credit limit. We will not restore the preferential terms once we have withdrawn them, even if you do later comply with your obligations to us.

4.6 We will charge interest at the relevant standard rate on amounts that you owe us both before and after you are ordered by a court to make payments to us.

#### 5. INTEREST RATE CHANGES

5.1 We may change interest rates (except fixed rates). This includes changing the way they are charged or calculated, or introducing different rates for different types of Transaction or different types of rate. The new rates apply to Transactions and to your outstanding balance from the date the rate changes. The APR does not take these variations into account. These changes may be personal to you and based on a number of factors such as increased or decreased credit risk (for example, there will be an increased credit risk if you have regularly failed to comply with important obligations to us) and the way you use your account (for example, we may reduce the number of days between the statement date and the payment date if you always pay off your balance in full).

5.2 We will give you at least 60 days notice of an increase in your interest rates. If we increase your interest rate you may notify us before the change takes effect that you want to close your account and repay your balance at the existing interest rate. If you do so, you must stop making any Transactions, return all Cards and Cheques (cut in half) and cancel instructions or authorities you have given others to charge your account. This agreement will continue until you have repaid all amounts you owe us. If we decrease your interest rates we will let you know before the change takes effect.

#### 6. ALLOCATION OF PAYMENTS

6.1 We use any payments you make to pay off Transactions that appear on your statement starting with those on which we charge the highest rate of interest, and so on down to the lowest rate of interest. If the payment is not enough to pay off all Transactions at a particular interest rate, we will pay off Transactions charged at that interest rate in the following order: Cash Withdrawals, Purchases, Balance Transfers and Cheques, followed by the charges in conditions 7.1, 7.2 and 7.3. If you pay more than the amount due shown on your statement, we will use any remaining payment to pay off Transactions that have not yet appeared on your statement in the same order as those that do appear on your statement. In this condition, "Transaction" includes the amount of the Purchase, Cash Withdrawal, Cheque or Balance Transfer plus any interest, charges or insurance payment charged as a result of that Transaction. For example, a Cash Withdrawal charge is included as part of a Cash Withdrawal.

#### 7. CHARGES

7.1 We will charge you £12 if you do not make at least your minimum payment by the payment date.

7.2 We will charge you £12 if you are over your credit limit at any time during the period covered by your statement.

7.3 We will charge you £12 each time a direct debit, cheque or other payment order you have given us is not accepted when we present it for payment.

7.4 Conditions 7.1 to 7.3 will apply where we let you continue to use your Card (if we do let you) despite you having broken these conditions.

7.5 We will also charge reasonable costs and expenses resulting from you breaking these conditions.

7.6 After we end this agreement under condition 18.2 we will charge you a fee of £12 for each month you do not repay (or fail to meet the proposals we have agreed to repay) the full amount you owe.

7.7 The charges in conditions 7.1 to 7.6 will be payable on your statement date and will be included as part of the outstanding balance shown on your statement. The outstanding balance must be repaid in accordance with the terms of this agreement.

7.8 Unless we tell you that a charge is not payable, we charge:

- 3% of the amount of each Balance Transfer you make;
- a cash fee of 3% of the amount of each Cash Withdrawal you make in the UK or abroad (minimum £3); and
- 3% of the amount of each Cheque you use (minimum £3)

- 7.9 Visa and Mastercard Transactions in foreign currencies will be converted into sterling the day they are added to your account. American Express Transactions will be converted the day the Transaction is processed by American Express, which may not be the same day the Transaction is added to your account.
- We use a wholesale payment scheme exchange rate set by Mastercard, Visa or American Express, depending on your Card Type. You can find out the current payment scheme exchange rate by calling us. To the converted sterling amount, we add a non-sterling Transaction fee of 2.95%.
  - For American Express Transactions, 1.5% of our fee is paid to American Express. When you make a Transaction abroad with an American Express Card and the Transaction is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Transaction amount into U.S. dollars and then by converting the U.S. dollar amount into sterling. If the Transaction is in U.S. dollars, it will be converted directly into sterling.
- 7.10 We charge £6 for copies of non-current statements, £5 for copies of transaction receipts unless your transaction query shows a mistake has been made and £2 if you ask for a receipt for a payment.
- 8. HOW YOU CAN END THIS AGREEMENT**
- 8.1 This agreement has no fixed or minimum duration. You may end this agreement by giving us notice at any time. This will take effect when the notice is received by us. See condition 18 for more information.
- 9. RIGHT OF WITHDRAWAL**
- 9.1 You have the right to withdraw from the credit agreement before the end of 14 days, starting with the day after the day you receive your first Card. You do not need to give us any reason. In order to exercise this right you must write to us at Customer Services, TSB Card Services, PO Box 16591, Birmingham B25 9GR or call 0345 603 0899. You must repay the outstanding balance including any interest due without delay and no later than 30 calendar days after giving notice of withdrawal. You can contact us to find out the amount of interest payable per day and for more information on how to make a payment. You can make a payment at one of our branches, via Internet Banking (if registered), by Telephone Banking (if registered) or by posting a cheque to us, or by using a payment service offered by another bank. Please ask us if you would like more information about different payment methods.
- 10. OTHER KEY INFORMATION**
- 10.1 We will open your account a few days before you get your Card. The credit is available by using your Card and Security Details. We may make Cheques, Balance Transfers or other Promotional Transactions available on your account – if we do, we will tell you the basis on which you can make them.
- 10.2 Missing payments could have severe consequences including making credit more difficult to obtain. We may take legal action against you if payments are not made. If that action is successful we may apply to enforce that judgment in a number of ways including getting a charging order against your home which means that, if your home is sold, the amount you owe us can be paid out of the proceeds of sale.
- 10.3 You may have the right to sue the supplier, us, or both of us, if you receive unsatisfactory goods or services costing more than £100 and less than £30,000 and you paid for them using credit provided under this agreement.
- 10.4 If you have a complaint about anything to do with this agreement, please write to Customer Services, TSB Card Services, PO Box, 16591, Birmingham, B25 9GR or call us on 0345 603 1802. If you are unable to resolve any complaint you may have against us after contacting our Customer Service Department you may apply to have your complaint resolved by the Financial Ombudsman Service.
- 10.5 The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS is the supervisory authority under the Consumer Credit Act 1974.
- 11. THE CARD, PIN AND CHEQUES**
- 11.1 You must:
- follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised use of your Card or Security Details;
  - not use your Card for anything illegal or for any business purpose;
  - only use your Card during the valid period on the Card;
  - not let anyone else use your Card, Cheques or Security Details;
  - keep your Card and Cheques secure and protect them from damage;
  - do all you reasonably can to make sure no one finds out your Security Details, for example by not:
    - choosing an obvious PIN;
    - writing your Security Details on (or keeping them with) your Card or banking documentation;
    - writing your Security Details down in a way that is recognisable; or
    - letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details; and
  - if there is a place for signature, sign your Card as soon as you have received it.
- 11.2 You will not be able to give payment instructions using your Card, Cheques or Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
- the security of your account or Security Details;
  - suspected unauthorised or fraudulent use of your account or Security Details; or
  - a significantly increased risk that you may be unable to make your repayments.
- If we do this, we will tell you as soon as possible. As all Cards and Cheques belong to us, we (or a person acting for us, for example a retailer), may take or retain a Card or Cheque if we stop or suspend your right to use your account. You must then stop using the Card, Card number and Cheques.
- 11.3 Card chip content is our property and can only be used in accordance with the terms and conditions set out in this agreement.
- 12. ADDITIONAL CARD**
- 12.1 You can name other people as additional cardholders on your account. You can do this in writing or in other ways. If the person you name is eligible, we will send you the additional Card. You must give the additional Card we send you to the additional cardholder and make sure that he or she is aware of, and keeps to, all conditions relating to the use and safety of Cards.
- 12.2 For the purposes of this agreement, Transactions made by an additional cardholder will be treated as Transactions made by you. You are responsible for all use of the additional Card. You must pay us for Transactions made by the additional cardholder even if they make you break this agreement. You will also be liable for any charges payable as a result of use by an additional cardholder.
- 12.3 We will not give additional cardholders information about your account unless you agree.
- 12.4 Contact us on the numbers given in your statement if you wish to cancel the additional Card. If we receive notice of your death, any additional Cards will be cancelled.
- 12.5 You must pay for Transactions made by the additional cardholder and charged to your account after cancellation.
- 13. LOST CARDS**
- 13.1 You must contact us urgently if a Card or Cheque is lost or stolen or a Card or your Security Details are misused (or you think they might be). Our address and telephone numbers are: Customer Services, TSB Card Services, PO Box 16591, Birmingham B25 9GR; phone (24 hours) 0800 015 0030 from UK, +44 207 481 2567 abroad. We will keep a record of your call, and may record or monitor the call itself. If you later find the reported Cards or Cheques, you must destroy them.
- 13.2 You will not have to pay us anything for unauthorised use of your account unless we can show that you gave someone your Card (or Security Details to make Transactions), or were fraudulent. In this case, you will be liable for all use of the Card before you give us notice under the above condition.
- 13.3 You will not have to pay us for unauthorised postal, telephone or internet Transactions made by someone other than you or an additional cardholder.
- 13.4 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your account, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the UK or (if appropriate) abroad.
- 14. TRANSACTIONS AND CREDIT LIMITS**
- 14.1 We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
- if you ask us to make a payment using your Security Details (for example a Card and PIN at a cash machine or the passwords you have chosen for telephone or internet banking) as long as any relevant security checks have been completed by us or, in the case of a Card with contactless functionality, using that functionality; and
  - otherwise, if you have signed a Cheque or other document containing the payment instruction.
- 14.2 You must not go over your credit limit. We can decline Transactions that are over that limit. But, if as a service to you, we authorise them, you have to pay the charges in condition 7 for going over your limit. If you try and make a payment for which you do not have credit, we may refuse to carry out the Transaction. When we work out the credit available on your account to authorise new Transactions, we include authorisations for Transactions we have already given but which have not yet been applied to your account.
- 14.3 You can tell us if you want a lower credit limit on your account or if you do not want your credit limit to be increased. You can also tell us if you do not want to receive any credit limit increases in the future. We may require minimum limits.
- 14.4 We may refuse to carry out a Transaction or to allow you to make a payment into your account (as appropriate) if:
- you have exceeded a limit which we have applied to your account or in relation to the Transaction (such as a daily limit on Cash Withdrawals, if we apply one);
  - the payment instruction is not clear or you have not provided us with the correct details;
  - it seems unusual compared with the way you normally use your Card (see also condition 14.5);
  - we otherwise reasonably consider it necessary to protect the security of your account;
  - we reasonably believe that you have used or obtained, are using or obtaining or may use or obtain, a service or money illegally or fraudulently;
  - we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect ourselves); or
  - any other reason set out separately in this agreement applies.

- 14.5 We use systems to identify Transactions that seem unusual and help us prevent the misuse of your account. If we think a Transaction involves misuse, we may tell the retailer to turn down the Transaction or to check with us before processing the Transaction. So there might be a delay before a retailer agrees to a Transaction, and you might not always be able to make a Transaction straight away, or at all.
- If you are thinking of making an unusual Transaction, please let us know beforehand so we can try to avoid delays.
  - We may contact you about any Transactions made using your Card that seem unusual. We will not be liable for any loss to you as a result of any delay or if we do not allow the Transaction to be made for this reason.
- 14.6 We may refuse to carry out a Transaction or refuse to allow you to make a payment into your account if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator. In addition, we may decide not to process payments to or from a limited number of countries or allow you to make Card payments there. We will tell you which countries if you ask us or if you try to make a payment there.
- 14.7 If we refuse a Transaction or refuse to allow you to make a payment into your account or are unable to carry out a Balance Transfer then (unless the law prevents it) we will, at the earliest opportunity, try to let you know of our refusal or that we are unable to carry out your Balance Transfer request. For Purchases, the retailer will be told of the refusal and is likely to ask for alternative payment. There may be some circumstances in which a retailer is unable to immediately tell you that a Transaction has been refused. If you want to check whether a Transaction has been accepted, you can call us on 0345 835 3846 (24hrs a day). For Cash Withdrawals, the cash machine will state if the Transaction is declined. You can also contact us to find out why we have refused and whether there is anything you can do to deal with the problem that led to our refusal (unless the law prevents us from telling you).
- 14.8 If you wish to cancel a Transaction:
- (a) We cannot cancel a Purchase once you have given your consent to make the payment to a retailer (you will need to contact the retailer separately). However, if you wish to cancel payments made on a regular basis using your Card, such as magazine subscriptions, you can ask us to stop the payment no later than the close of business on the business day before the payment was due to take place. We also advise you to contact the person you make the payment to so that they do not keep trying to take the payment. You will need to contact them if you want to cancel your agreement with them in any case, as we cannot do that for you. You will also need to tell anyone you make regular payments to if your account is closed or your Card number changes otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we will not be liable to you for any loss you suffer as a result.
- (b) If you tell us to make any other type of Transaction we cannot change or cancel your instruction as we start processing it when we receive it.
- In some cases, we may be able to cancel a Transaction at a later time; you can call us to find out whether this will be possible.
- 14.9 If you ask us to make a Balance Transfer we need to approve your request. Once we approve your request, we will transfer the agreed amount from your account the same day and use the Faster Payment Scheme if it is available and the lender you are transferring the funds to is a member of the Faster Payment Scheme. The payment will normally reach the other lender by the next Business Day.
- 14.10 If the lender you are making the transfer to is not a member of the Faster Payment Scheme we may not be able to carry out your request for a Balance Transfer.
- 14.11 If we cannot make the transfer using the Faster Payment Scheme then you can contact us to see if there is any other method available to make the transfer.
- 14.12 We are not liable for failing to make a transfer if the lender you are making the transfer to is not a member of the Faster Payment Scheme.
- 15. PAYMENTS INTO YOUR ACCOUNT**
- 15.1 You must make all payments in pounds sterling and on time. You won't break this term if a payment is late because we've failed to process it as soon as we get it. We'll give you guidance on making payments to reach us on time and on the clearing times for cheque payments and automated payments. When a payment clears depends on how the payment is made and where it has come from.
- 15.2 We apply the payment to reduce the balance on your account when we receive it, unless we receive it on a non-Business Day, or after the cut-off time on a Business Day, in which case we will apply it at the start of the next Business Day. The "cut-off time" is the time towards the end of the Business Day, by which we must receive all payments if they are to be processed that day. The cut-off time is different for payments in branches and electronic payments. There is no cut off time for cash payments made in branch and this will be applied to your account immediately. You can ask us for further information about the relevant cut-off times and branch opening hours.
- 15.3 We may sometimes tell you that you may miss a monthly payment. If you want to do this, we will continue to charge interest on your account, but we will not charge you a late payment fee.
- 15.4 You must repay the amount of overlimits and arrears as soon as we ask you to. Any payments you make will pay off the longest outstanding arrears first. If you miss a minimum payment one month your statement for the next month will show that month's minimum payment together with the minimum payment you failed to make the previous month.
- 15.5 If you pay a set amount by direct debit, we reduce the direct debit to pay off your balance if that is all you owe, or increase it if the set amount is less than your minimum payment.
- 15.6 We will issue you with a monthly statement, and it will include information about Transactions, payments towards your account, charges and currency conversions on your account. It is your responsibility to ensure that you read your statements and any other information provided with them, whether you receive them as paper or electronically. You must pay us even if you do not get your statement. You should tell us as soon as possible if your statement seems wrong or if you do not receive your monthly statement.
- 15.7 You authorise us to make payments due to us under this agreement from current or savings accounts you have with us (including joint accounts) if you don't pay them on time yourself. We will only do this in line with any relevant guidance in a Code of Practice that applies to us, or as required by our regulator or another similar body.
- 15.8 If we owe you any money in connection with any Transactions, interest or other charges on your account we may use that money to reduce any arrears you owe under this agreement. If we intend to do this we will tell you when we offer to make a payment to you. We will also follow any relevant guidance in a Code of Practice that applies to us, or as required by our regulator or another similar body.
- 15.9 You must not make payments or transfer funds from another credit or store card to your account that would leave a credit balance on your account. We may return any funds that exceed the balance owing on your account to the account from which the money has been sent.
- 16. REFUNDS**
- 16.1 You can ask us to refund a Purchase if the conditions set out below are satisfied. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the retailer who was paid. The conditions are that:
- the payment was made to a retailer in the "EEA" (which includes Norway, Iceland and Liechtenstein as well as EU member states);
  - you did not agree a specific amount when agreeing to make the payment;
  - the payment amount turned out to be more than you could have reasonably expected in the circumstances (including your previous spending patterns); and
  - you ask us for the refund within eight weeks of the date the payment was made from your account.
- If you query the payment more than eight weeks after it was taken from your account, or the payment was made to a retailer outside the EEA, we are not obliged by law to make a refund ourselves but we will tell you if we can help or suggest other steps you could take.
- 16.2 We will otherwise only credit refunds for Purchases when we receive proper vouchers or confirmation acceptable to us and we normally charge interest until then. We will refund interest on Transactions that were incorrectly charged to your account.
- 17. CHANGING YOUR CARD TYPE**
- 17.1 We may issue a different Card Type from the one you applied for to be used alongside or instead of an existing Card. Your signature on the agreement will be taken as your request for us to do so. If you change to another Card Type we may give you a new Card or account number. You will be able to keep your old Card Type if it is available by telling us within 30 days and returning the new Card. If a change to your Card Type is to your disadvantage condition 19.3 will apply.
- 17.2 The terms that apply to any Promotional Transactions will not be affected if we give you a new Card Type and we will tell you if there are any changes to the interest rates, charges, credit limits and promotional schemes.
- 18. ENDING THE AGREEMENT**
- 18.1 This agreement can be ended by you under condition 8 and by us giving you two months notice, or immediate notice in exceptional circumstances. In both cases:
- you must stop making any Transactions, return all Cards and Cheques (cut in half) and cancel instructions or authorities you have given others to charge your account; and
  - the agreement will continue until you have repaid all amounts you owe us including Transactions, fees and charges added to your account after we received your notice, or gave you notice although, if your account is linked to base rate, it will not be linked to base rate from the date your notice is given.
- 18.2 We may require you to repay the full amount you owe under this agreement if you die, are made bankrupt or break this agreement repeatedly or seriously but we will follow legal requirements for your protection before we ask you for payment. Cheques must be returned to us or destroyed immediately if you die or are made bankrupt.
- 19. CHANGES**
- 19.1 We may change charges (or introduce new charges), minimum payment amounts, statement dates, payment dates and your credit limit.
- These changes may be personal to you and based on a number of factors such as increased or decreased credit risk (for example, there will be an increased credit risk if you have regularly failed to comply with important obligations to us) and the way you use your account (for example, we may reduce the number of days between the statement date and the payment date if you always pay off your balance in full).

- 19.2 We may also make other changes to the conditions to:
- make a change to your benefit, or not affecting your rights or obligations;
  - meet legal or regulatory requirements;
  - correct errors, omissions, inaccuracies or ambiguities;
  - reflect changes to the structure of our group;
  - cover service differences for new computer or other processes;
  - bring us into line with market practice; or
  - reflect changes in customer demand or requirements.
- 19.3 Other than a change in interest rates or a change to your credit limit, we will give you at least one month's notice of any other change in these conditions. If a change in these conditions (other than a change in interest rates or a change to your credit limit) is to your disadvantage you can:
- write to us within 60 days to close your account – the change in conditions will not disadvantage you in the meantime; or
  - continue this agreement unchanged if you tell us before the change takes effect, return Cards and Cheques, and make no new Transactions.

## 20. GENERAL

- 20.1 We will contact you using the contact details you give us. Where we say we will write to you we will send a letter, unless we are able to write to you individually in some other way (such as by email or text) and we reasonably think it is appropriate to do so.
- 20.2 You must tell us if your name or contact details change – you can do this by visiting one of our branches or sending us a change of name/address form (which you get in branch or online). If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 20.3 You may not transfer any of your rights or obligations under this agreement.
- 20.4 We may transfer our rights and obligations under this agreement (including our obligation to lend) to someone else but your rights under this agreement will not be affected if we do so.
- 20.5 A person who is not a party to this agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this agreement.
- 20.6 This agreement is unsecured regardless of the terms of any security charge you may have given, or may in the future give, to us in relation to other borrowings.
- 20.7 We may offer (and withdraw) extra benefits and services. These conditions apply to them unless they are not appropriate or we agree different terms.
- 20.8 We may choose not to enforce our contractual rights against you and make this contractually binding against us by giving you a notice which expressly states that we have chosen to do so under this term of the agreement. In all other cases, if we choose not to exercise rights against you, we can still do so later.
- 20.9 We are not liable if a retailer or another bank (or its cash machine or other machine) does not accept your Card or Card number.
- 20.10 You can usually use our cash machines and your Card to make Purchases, at any time but occasionally, repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).
- 20.11 We will not be liable if we break this agreement because of:
- abnormal and unforeseeable circumstances outside our control, where we could not avoid breaking this agreement despite all efforts to the contrary – this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or
  - our obligations under UK or European Community law.

- 20.12 As this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).
- 20.13 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.
- 20.14 English law governs this agreement and any pre-contractual negotiations, unless your address on the application is in Scotland, when Scots law applies.
- 20.15 General law (for example, about banking or consumer protection) applies to this agreement and the services we provide to you under it. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.
- 20.16 Unless the general law cannot be changed or excluded this agreement applies if there is any difference between it and the general law.
- 20.17 If you are unhappy with how we have handled a complaint you can refer your dispute to the Financial Ombudsman Service direct (<http://www.financial-ombudsman.org.uk>) or by using the online dispute resolution platform known as ODR which you can access at <http://ec.europa.eu/odr>

## 21. DEFINED TERMS

- "Balance Transfer"**: any amount (minimum £100 or another amount we tell you) we allow you to transfer to or from another UK account.
- "Base Rate"**: Bank of England Bank rate.
- "Business Day"**: Monday to Friday (other than English bank holidays).
- "Card"**: any credit card issued under this agreement (including renewal, replacement and additional cards).
- "Card Type"**: any Card we issue under the Visa, Mastercard, American Express or any other card acceptance scheme.
- "Cash Withdrawal"**: cash withdrawals, advances made by Card or Card number, gambling transactions, purchases of currency and cash related transactions, such as the purchase of travellers cheques, money orders or gaming chips.
- "Cheque"**: any cheque we issue for you to use with your account.
- "PIN"**: Personal Identification Number.
- "Promotional Transaction"**: a Transaction that preferential terms (such as lower interest rates) apply to for a specified period. We will tell you these terms before you make the Transaction.
- "Purchase"**: a payment for goods or services that you make or authorise by Card or Card number.
- "Security Details"**: processes or agreed security procedures, that use, for example, a password or other information, security numbers or codes or PINs, used to make an instruction or confirm your identity, and which may be used in combination with your Card.
- "Transaction"**: Purchases, payments by Cheque, Cash Withdrawals and Balance Transfers.
- "We"/"us"/"our"**: TSB Bank plc and any person we may transfer our rights or duties to.