

# CHROME CREDIT CARD

## PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information – SECCI)

1. Contact details	
Creditor	Vanquis Bank Limited
Address	No. 1 Godwin Street, Bradford, West Yorkshire BD1 2SU
Web address	<a href="http://www.vanquis.co.uk/">http://www.vanquis.co.uk/</a>

2. Key features of the credit product	
<b>The type of credit</b>	
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the Credit Limit.	We will set your Credit Limit when we open your Account and will tell you what it is. We reserve the right to vary the limit.
How and when credit would be provided.	We will provide credit to you through the charging of purchases, cash advances, credit card cheques and/or balance transfer transactions to your account.
The duration of the credit agreement.	This agreement has no fixed or minimum duration.
Repayments.  Your repayments will pay off what you owe in the following order.	<p>You will have to make a repayment each month. Your statement will show the minimum repayment value for that month which will be the highest of:-</p> <ol style="list-style-type: none"> <li>any interest or minimum finance charge added to your Account and shown on your statement; and any Default Charges and any fees for the maintenance of your Account added to your Account and shown on your statement; and any arrears due on your Account; together with</li> <li>2.3% of the remaining balance owing on your Account as at the statement date; or</li> <li>(i) 4.5% of the balance owing on your Account as at the statement date plus (ii) any amount by which your Account is in arrears; or</li> <li>£5.</li> </ol> <p>In every case you must pay off the outstanding balance shown on your statement if it is less than £5.</p> <p>Where your repayment is not sufficient to pay off the whole of the balance outstanding on your Account, your repayment will be applied first to reduce that part of your balance bearing the highest interest rate and then on in descending interest rate order.</p>
The total amount you will have to pay.  This means the amount you have borrowed plus interest and other costs.	<p>Representative example: Total amount payable: £1141.54 Purchase annual interest rate 29.50% (variable); Amount of credit £1000; Representative 29.5% APR (variable).</p> <p>The calculation of the total amount payable by you under the agreement has been based on the statutory assumptions that: a £1000 Credit Limit is drawn down in full immediately at the start of the agreement for twelve months at the relevant purchase interest rate; it is repaid in full by twelve equal monthly instalments with interest charged at the relevant purchase interest rate; that the agreement remains valid throughout that period; that we and you have fulfilled all our obligations to each other under the agreement by the dates specified; and that the relevant purchase interest rate has applied for the whole of that twelve month period.</p>

3. Costs of the credit	
The rates of interest which apply to the credit agreement.	<p>The interest rates applicable to the credit agreement will be from one of Tiers 1) - 13) below:</p> <p>Tier 1) Purchase/Balance Transfer annual interest rate 27.70%, Cheque/Cash annual interest rate 37.70%; or</p> <p>Tier 2) Purchase/Balance Transfer annual interest rate 27.90%, Cheque/Cash annual interest rate 37.90%; or</p> <p>Tier 3) Purchase/Balance Transfer annual interest rate 28.10%, Cheque/Cash annual interest rate 38.10%; or</p> <p>Tier 4) Purchase/Balance Transfer annual interest rate 28.30%, Cheque/Cash annual interest rate 38.30%; or</p> <p>Tier 5) Purchase/Balance Transfer annual interest rate 28.50%, Cheque/Cash annual interest rate 38.50%; or</p> <p>Tier 6) Purchase/Balance Transfer annual interest rate 28.70%, Cheque/Cash annual interest rate 38.70%; or</p> <p>Tier 7) Purchase/Balance Transfer annual interest rate 28.90%, Cheque/Cash annual interest rate 38.90%; or</p> <p>Tier 8) Purchase/Balance Transfer annual interest rate 29.10%, Cheque/Cash annual interest rate 39.10%; or</p> <p>Tier 9) Purchase/Balance Transfer annual interest rate 29.30%, Cheque/Cash annual interest rate 39.30%; or</p> <p>Tier 10) Purchase/Balance Transfer annual interest rate 29.50%, Cheque/Cash annual interest rate 39.50%; or</p> <p>Tier 11) Purchase/Balance Transfer annual interest rate 29.70%, Cheque/Cash annual interest rate 39.70%; or</p> <p>Tier 12) Purchase/Balance Transfer annual interest rate 29.90%, Cheque/Cash annual interest rate 39.90%; or</p> <p>Tier 13) Purchase/Balance Transfer annual interest rate 30.10%, Cheque/Cash annual interest rate 40.10%.</p>

	<p>Tier 12) Purchase/Balance Transfer annual interest rate 49.94%, Cheque/Cash annual interest rate 59.94%; or</p> <p>Tier 13) Purchase/Balance Transfer annual interest rate 59.94%, Cheque/Cash annual interest rate 69.94%.</p>
	<p>The annual interest rates are made up of: a) the base lending rate which is set by the Bank of England plus b) an annual margin rate in respect of purchase and balance transfer transactions and an annual margin rate in respect of cash and cheque transactions.</p> <p>Interest is charged on transactions at the relevant interest rate(s) from the date any purchase, cash, cheque and/or balance transfer transaction(s) or any other amount is debited to your account, until repayment in full. Interest is calculated on the daily outstanding balance on your account and, except in respect of purchase transactions where you have paid off two or more consecutive current statement balances in full each month, is debited to your account at the end of each statement period. We will add the interest we charge to the outstanding balance on your account at the date of each statement. This means that you will generally pay interest on interest.</p> <p>If you make a promotional rate transaction, the promotional rate will apply until the end of the promotional period unless you breach the terms of your agreement with us at which point the standard rates set out above or as may be notified to you from time to time will apply. The promotional rate will not be restored to your account, even if you rectify any breach by bringing your account in order.</p> <p>If in any statement period you incur interest (excluding any Repayment Option Plan transaction charge) and that interest is less than £1, a minimum finance charge of £1 will be added to your account in place of that interest which will be waived.</p> <p>If you pay off your first statement balance in full you could get up to 28 days' interest-free credit on purchase transactions.</p> <p>You can get up to 56 days' interest-free credit on purchase transactions provided that you pay off two or more consecutive current statement balances in full by the repayment due dates.</p> <p>The interest rates may vary in accordance with changes in the base rate. We may change the margin rate for a number of reasons including: how you are using your account and/or information we get from credit reference agencies (including changes in how you are managing your borrowing); economic reasons affecting our business as a whole; changes in the cost of providing the card account to you; and/or changes or potential changes in the law or a code of practice.</p> <p>We will give you at least 30 days' prior written notice of any increase in your interest rates.</p>
<p><b>Annual Percentage Rate of Charge (APR).</b></p> <p>This is the total cost expressed as an annual percentage of the total amount of credit.</p> <p>The APR is there to help you compare different offers.</p>	<p>Representative 29.5% APR (variable)</p> <p>The APR has been based on the statutory assumptions that: a £1000 Credit Limit is drawn down in full immediately at the start of the agreement for twelve months at the relevant purchase interest rate; it is repaid in full by twelve equal monthly instalments with interest charged at the relevant purchase interest rate; that the agreement remains valid throughout that period; that we and you have fulfilled all our obligations to each other under the agreement by the dates specified; and that the relevant purchase interest rate has applied for the whole of that twelve month period.</p>
<p><b>Related costs</b></p>	
<p>Any other costs deriving from the credit agreement.</p> <p>Conditions under which the above charges can be changed.</p>	<p>If the balance of your Account is over your Credit Limit, a charge of £12 ("Over Limit Charge"). You would also be charged this Over Limit Charge in each subsequent month that your Account remains Over Limit;</p> <p>If you pay a third party using a Vanquis credit card cheque and you do not have sufficient credit available, we may have to return the cheque unpaid to the third party. If we do so we will charge you a fee of £12 ("Returned Credit Card Cheque Charge");</p> <p>If you move and you do not inform us of your new address and we have to trace you we will make a charge of £25 ("Tracing Charge").</p> <p>In respect of each cash transaction, we will charge a fee of 3% of the cash transaction amount or £3, whichever is the greater ("Cash Transaction fee").</p> <p>We will charge a fee of 2.99% of the amount of any non-sterling transaction made abroad ("Foreign Transaction fee"). The exchange rate on which this fee will be calculated is set by VISA and will be the exchange rate on the date the transaction is processed and may be different from the date of the actual transaction. Please note that you will be charged both a cash transaction fee and a foreign transaction fee if you withdraw money abroad.</p> <p>We will charge a fee of £5 to your account for each copy statement issued to you upon your request.</p> <p>You may opt-in to the Repayment Option Plan ("Plan"). This will entitle you to freeze your Account on the occurrence of certain difficult financial circumstances and as long as you are not in breach of the terms and conditions of your Account: (a) to take one payment holiday and use one 'lifecycle' every twelve months (apart from during the first six months your Account is open) and (b) to receive an SMS Text Service. If you do opt-in to the Plan, we will charge you one of the following charges:</p> <p>If you are in full-time, part-time or temporary employment or are self-employed, the cost of the Plan will be charged at the rate of £1.29 per £100 (1.29% per month) of your monthly outstanding balance ("Plan Charge"). This is known as the <i>Full Plan</i>.</p> <p>If you are unemployed or retired, the cost of the Plan will be charged at the rate of £1.19 per £100 (1.19% per month) of your monthly outstanding balance ("Plan Charge"). This is known as the <i>Standard Plan</i>.</p> <p>We may change these fees by giving you at least 30 days' notice, unless the changes are to your advantage.</p> <p>If you opt-in to the Repayment Option Plan, you must notify us that your financial circumstances have changed (e.g. you become retired) and you need to be moved from the Full Plan to the Standard Plan or from the Standard Plan to the Full Plan. If you do so, you will be automatically moved to the appropriate Plan and you will automatically be charged the appropriate Plan Charge.</p>

Costs in the case of late payments.	In the event of late or missed payments interest will continue to be charged at the relevant rate. If you breach this agreement we may charge you for the following administrative costs: if we have not received your minimum repayment by its due date, a charge of £12 will be payable; if you pay us by cheque or direct debit, and the payment is not honoured, a charge of £12 ("Return Payment Charge"); and/or any other expenses recoverable by law which we reasonably incur as a direct result of your breach of this agreement.  We may change any of the above default charges. We will give you at least 30 days' notice, unless the changes are to your advantage.
Consequences of missing payments.	Missing payments could have severe consequences and make obtaining credit more difficult. We may take legal proceedings against you. If we do, we may apply for a bankruptcy order against you or a charging order against your home. This could lead to your home being repossessed and sold.

<b>4. Other important legal aspects</b>	
Right of withdrawal.	You have the right to withdraw from this agreement without having to give any reason at any time before the end of the 14 days starting on the later of the day after the day on which: (a) we tell you your Credit Limit; or (b) if we are required to by law, we give you a copy of this agreement as executed or we tell you in writing this agreement has been executed by us in the same terms as the unexecuted agreement.
Early repayment.	You can repay all or part of your outstanding balance early in full or in part at any time.
Consultation with a Credit Reference Agency.	If we decide to reject your credit application on the basis of information received from a credit reference agency, we will, when telling you that your application has been refused, tell you that it has been refused on that basis and give you the details of the credit reference agency we consulted.
Right to a draft credit agreement.	You have the right, upon request, to obtain a copy of the draft credit agreement free of charge, unless at the time of your making that request we are unwilling to proceed to the conclusion of the credit agreement with you.
The period of time during which the creditor is bound by the pre-contractual information.	This information on this form is valid until the closing date for applications, if any, shown on the mailing or on the webpage through which you are making your application or as may otherwise be communicated to you.

<b>5. Additional information in the case of distance marketing of financial services</b>	
<b>(a) concerning the creditor.</b>	
Registration number.	Financial Services Register number 221156.
The supervisory authority.	The Financial Conduct Authority.
<b>(b) concerning the credit agreement.</b>	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	English law.
The law applicable to the credit agreement and/or the competent court.	This agreement is governed by the laws of England & Wales. Disputes may be referred to the courts of England & Wales unless you are resident in Scotland in which case Scots law will apply or if you are resident in Northern Ireland you can bring proceedings in Northern Ireland.
Language to be used in connection with your agreement.	English.
<b>(c) concerning redress</b>	
Access to out-of-court complaint and redress mechanism.	If we cannot resolve a complaint to your satisfaction you have the right to refer it to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or via its website ( <a href="http://www.financial-ombudsman.org.uk/">www.financial-ombudsman.org.uk/</a> ).  If you do not take up your complaint with us first, you will not be entitled to refer it to the Financial Ombudsman Service.

## This is a copy of your unexecuted Regulated Consumer Credit Agreement for you to keep.

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

We have given a particular meaning to words beginning with a capital letter. These meanings are explained where they occur in this agreement or in paragraph 22.

#### 1. PARTIES

- 1.1 The parties to this agreement are:  
Vanquis Bank Limited whose address is No. 1 Godwin Street, Bradford, West Yorkshire BD1 2SU (referred to as "we", "us" or "our"); and  
the person signing this agreement and whose name and address is stated on the Reply Card or your application form (referred to as "you", "yourself" or "your").

#### 2. DURATION OF THIS AGREEMENT

- 2.1 This agreement has no fixed or minimum duration and will continue until you give us notice in accordance with paragraph 7.1 or it is terminated by us in accordance with paragraph 16.

#### 3. CREDIT LIMITS AND INTEREST RATES

- 3.1 We will set your Credit Limit when we open your Account and will tell you what it is. Your Credit Limit is the maximum amount that you can borrow and/or spend on your Account. If we reasonably consider it appropriate (e.g., depending on how your Account is run and/or whether your financial circumstances have changed), we may increase or decrease your Credit Limit from time to time and will notify you of any such change. You can tell us if you do not wish to have your credit limit increased or you want it reduced - see paragraphs 11.11 and 11.12.
- 3.2 We will provide credit to you through the charging of Purchase, Cash, Cheque and/or Balance Transfer Transaction(s) to your Account. There will be a limit on the amount of cash that you can withdraw each day, which will be 20% of your Credit Limit ("Daily Cash Withdrawal Limit"). We may change the Daily Cash Withdrawal Limit from time to time and will notify you of any such change.
- 3.3 The rates of interest in relation to your Account at the time of this agreement are from one of tiers 1) to 13) below:
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| Tier 1) Purchase/Balance Transfer annual interest rate 27.70%, Cheque annual interest rate 37.70%, Cash annual interest rate 37.70%; or  |  |
| Tier 2) Purchase/Balance Transfer annual interest rate 27.90%, Cheque annual interest rate 37.90%, Cash annual interest rate 37.90%; or  |  |
| Tier 3) Purchase/Balance Transfer annual interest rate 28.10%, Cheque annual interest rate 38.10%, Cash annual interest rate 38.10%; or  |  |
| Tier 4) Purchase/Balance Transfer annual interest rate 28.30%, Cheque annual interest rate 38.30%, Cash annual interest rate 38.30%; or  |  |
| Tier 5) Purchase/Balance Transfer annual interest rate 28.50%, Cheque annual interest rate 38.50%, Cash annual interest rate 38.50%; or  |  |
| Tier 6) Purchase/Balance Transfer annual interest rate 28.70%, Cheque annual interest rate 38.70%, Cash annual interest rate 38.70%; or  |  |
| Tier 7) Purchase/Balance Transfer annual interest rate 28.90%, Cheque annual interest rate 38.90%, Cash annual interest rate 38.90%; or  |  |
| Tier 8) Purchase/Balance Transfer annual interest rate 29.10%, Cheque annual interest rate 39.10%, Cash annual interest rate 39.10%; or  |  |
| Tier 9) Purchase/Balance Transfer annual interest rate 29.30%, Cheque annual interest rate 39.30%, Cash annual interest rate 39.30%; or  |  |
| Tier 10) Purchase/Balance Transfer annual interest rate 29.50%, Cheque annual interest rate 39.50%, Cash annual interest rate 39.50%; or |  |
| Tier 11) Purchase/Balance Transfer annual interest rate 29.70%, Cheque annual interest rate 39.70%, Cash annual interest rate 39.70%; or |  |
| Tier 12) Purchase/Balance Transfer annual interest rate 29.90%, Cheque annual interest rate 39.90%, Cash annual interest rate 39.90%; or |  |
| Tier 13) Purchase/Balance Transfer annual interest rate 30.10%, Cheque annual interest rate 40.10%, Cash annual interest rate 40.10%; or |  |

- We will set your interest rates when we open your Account and will tell you what they are.
- 3.4 The annual interest rates are made up of: a) the Base Rate plus b) an annual Margin Rate in respect of Purchase and Balance Transfer Transactions and an annual Margin Rate in respect of Cash and Cheque Transactions.

- 3.5 We may change your Margin Rate for any valid reason including:

- 3.5.1 your credit score e.g., when revising your Margin Rate we may take into account the information you gave us in your application, information we have on how you are using your Account and/or information we get from credit reference agencies including changes in how you are managing your borrowing;
- 3.5.2 economic reasons affecting our business as a whole;
- 3.5.3 changes in the cost of providing this service to you; and/or
- 3.5.4 changes or potential changes in the law or a code of practice.
- 3.6 Your interest rates may also change in accordance with changes in the Base Rate. Paragraphs 3.7 and 3.8 will not apply to any increase resulting from changes in the Base Rate.
- 3.7 Other than in exceptional circumstances (such as those contemplated in paragraphs 3.5.2 - 3.5.4) which significantly increase our costs or reduce our income, we will not change your interest rates for any reason more frequently than once every six months. In addition, we will not change your interest rates for a reason under paragraph 3.5.1 during the twelve months following the opening of your Account. Nothing in this paragraph will prevent us from increasing your interest rates in accordance with paragraph 3.10.
- 3.8 We will give you at least 30 days' prior written notice of any increase in your interest rates. If we give you such notice you will have 60 days starting with receipt of that notice to tell us that you reject the rate increase. If you do so you must repay the outstanding balance at the existing interest rates within a reasonable period and your Account will be closed (i.e., you will no longer be able to use it).
- 3.9 Interest is charged on transactions at the relevant interest rate(s) (set out in paragraph 3.3) from the date any Purchase, Cash, Cheque and/or Balance Transfer Transaction(s) or any other amount is debited to your Account, until repayment in full. Interest is calculated on the daily outstanding balance on your Account and, except in respect of Purchase Transactions where you have paid off two or more consecutive current statement balances in full each month, is debited to your Account at the end of each statement period. We will add the interest we charge to the outstanding balance on your Account at the date of each statement. This means that you will generally pay interest on interest (see also paragraphs 3.12 and 3.13).
- 3.10 If you make a Promotional Rate Transaction, the Promotional Rate will apply until the end of the promotional period unless you breach the terms of your agreement with us at which point the standard rates set out in paragraph 3.3 or as may be notified to you from time to time will apply. The Promotional Rate will not be restored to your Account, even if you rectify any breach by bringing your Account in order. Paragraphs 3.7 and

3.8 will not apply to any such increase.

- 3.11 If in any statement period you incur interest (excluding any Plan Charge; see paragraphs 20.7 and 20.8) and that interest is less than £1, a minimum finance charge of £1 will be added to your Account in place of that interest which will be waived.
- 3.12 In respect of Purchase Transactions on your first statement, you will be charged interest from the transaction date until the end of the first statement period but, if you pay off your first statement balance in full, you could get up to 28 days' interest-free credit.
- 3.13 You can get up to 56 days' interest-free credit on Purchase Transactions provided that you pay off two or more consecutive current statement balances in full by the Repayment Due Dates.
- #### 4. REPAYMENTS AND OTHER FINANCIAL INFORMATION
- 4.1 The annual percentage rate of charge for credit ("APR") and the total amount payable in respect of each of the tiers 1) to 13) below has been based on the statutory assumptions that: a £1,000 Credit Limit is drawn down in full immediately at the start of the agreement for twelve months at the relevant Purchase interest rate; it is repaid in full by twelve equal monthly instalments with interest charged at the relevant Purchase interest rate; that the agreement remains valid throughout that period; that we and you have fulfilled all our obligations to each other under this agreement by the dates specified in the agreement; and that the relevant Purchase interest rate has applied for the whole of that twelve month period.
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| Tier 1) 27.7% APR (variable) and total amount payable £1133.80  |
| Tier 2) 27.9% APR (variable) and total amount payable £1134.66  |
| Tier 3) 28.1% APR (variable) and total amount payable £1135.53  |
| Tier 4) 28.3% APR (variable) and total amount payable £1136.39  |
| Tier 5) 28.5% APR (variable) and total amount payable £1137.25  |
| Tier 6) 28.7% APR (variable) and total amount payable £1138.11  |
| Tier 7) 28.9% APR (variable) and total amount payable £1138.98  |
| Tier 8) 29.1% APR (variable) and total amount payable £1139.83  |
| Tier 9) 29.3% APR (variable) and total amount payable £1140.69  |
| Tier 10) 29.5% APR (variable) and total amount payable £1141.54 |
| Tier 11) 29.7% APR (variable) and total amount payable £1142.40 |
| Tier 12) 29.9% APR (variable) and total amount payable £1143.25 |
| Tier 13) 30.1% APR (variable) and total amount payable £1144.10 |

- 4.2 In calculating the APRs, no account has been taken of any variation which may occur to the interest rates (Base Rate and/or Margin Rates) or fees under this agreement.
- 4.3 There is no annual fee for the Account.
- 4.4 You must make a minimum monthly repayment ("Minimum Repayment") to reach your Account each month by the due date shown on the statement we will send you ("Repayment Due Date"). For more information see paragraph 9 - "Your Repayments".
- 4.5 Your Minimum Repayment will be shown on your statement and will be the **highest of**:
- 4.5.1 any interest or minimum finance charge added to your Account and shown on your statement; and  
any Default Charges and any fees for the maintenance of your Account added to your Account and shown on your statement; and  
any arrears due on your Account; together with  
2.3% of the remaining balance owing on your Account as at the statement date;  
**or**
- 4.5.2 (i) 4.5% of the balance owing on your Account as at the statement date plus (ii) any amount by which your Account is in arrears under paragraph 4.7 below; **or**
- 4.5.3 £5.
- 4.6 You must pay off the outstanding balance shown on your statement in full if it is less than £5.
- 4.6A1 When entering into this agreement we may ask you to give us details of your debit card. We will use them or the details of any other debit card you may register with us for the purpose of requesting repayments from a payment account maintained by you (such as a current account) to be made to your Account. This is known as a continuous payment authority ("CPA"). Additionally you can set up a CPA at any time after opening your Account. The repayment we will collect will be (a) the full amount you have set when granting your CPA or (b) the full balance due on your Account, if the full balance is less than the amount set for the CPA. When granting your CPA you can set the date(s) and the frequency of repayments which are to be made under your CPA.
- 4.6A2 Unless and until you tell us to stop, we will collect your repayments using your CPA. You can tell us to stop by calling us on 0330 099 3000 or writing to us at Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ. You can also cancel your CPA by telling your payment account provider. If you cancel your CPA whether by notice to us or your payment account provider, you will still have to pay at least your Minimum Repayment by the Repayment Due Date.
- 4.6A3 We will use your CPA to take repayments for the agreed amount on the agreed dates. If you have insufficient funds in the payment account to which your CPA applies and we are unable to take the repayment we will try to take it under the CPA on the next working day. If we are still unable to take the repayment we will regard the CPA as having been revoked by you. You remain liable at all times to make at least the Minimum Repayment by the Repayment Due Date.
- 4.6A4 If you fail to make your Minimum Repayment by the Repayment Due Date you will be charged a £12 fee. Details of other ways you can make repayments on your Account can be found at [www.vanquis.co.uk/faq](http://www.vanquis.co.uk/faq) or on the reverse of your Account statement.
- 4.7 In all cases where in any statement period you have failed to make the full Minimum Repayment due on your Account for that statement period the amount by which your payment, if any, is less than that Minimum Repayment due will be added to the Minimum Repayment due on your Account for the next statement period. Those arrears remain payable in full immediately (as provided for in paragraph 9.2).
- 4.8 We may increase your Minimum Repayment. If we vary your Minimum Repayment we will write to you to tell you.
- 4.9 Where your repayment is not sufficient to pay off the whole of the balance outstanding on your Account, your repayment will be applied first to reduce that part of your balance bearing the highest interest rate and then on in descending interest rate order.
- 4.10 In the event of late or missed payments interest will continue to be charged at the relevant rate. A separate Late Payment Charge may be payable (see paragraph 5.1.1).
- 4.11 We will only charge simple interest on Default Charges. We will not charge any interest on a Default Charge until the 29th day after the day we give you notice that the Default Charge has been charged to your Account. See paragraph 5.1 for details of Default Charges.
- #### 5. CHARGES AND FEES
- 5.1 If you breach this agreement we may charge you for the following administrative costs:

- 5.1.1 if we have not received your Minimum Repayment by the Repayment Due Date, a charge of £12 ("Late Payment Charge");
- 5.1.2 if the balance of your Account is over your Credit Limit, a charge of £12 ("Over Limit Charge"). You would also be charged this Over Limit Charge in each subsequent month that your Account remains Over Limit;
- 5.1.3 if you pay us by cheque or direct debit, and the payment is not honoured, a charge of £12 ("Return Payment Charge");
- 5.1.4 if you pay a third party using a Vanquis credit card cheque and you do not have sufficient credit available, we may have to return the cheque unpaid to the third party. If we do so we will charge you a fee of £12 ("Returned Credit Card Cheque Charge");
- 5.1.5 if you move and you do not inform us of your new address and we have to trace you, a charge of £25 ("Tracing Charge"); and/or
- 5.1.6 any other expenses recoverable by law which we reasonably incur as a direct result of your breach of this agreement.
- 5.2 We may change any of the above Default Charges. We will give you at least 30 days' notice, unless the changes are to your advantage.
- 5.3 In respect of each Cash Transaction, we will charge a fee of 3% of the Cash Transaction amount or £3, whichever is the greater ("Cash Transaction fee").
- 5.4 We will charge a fee of 2.99% of the amount of any non-sterling transaction made abroad ("Foreign Transaction fee"). The exchange rate on which this fee will be calculated is set by VISA and will be the exchange rate on the date the transaction is processed and may be different from the date of the actual transaction. Please note that you will be charged both a Cash Transaction fee and a Foreign Transaction fee if you withdraw money abroad.
- 5.5 We will charge a fee of £5 to your Account for each copy statement issued to you upon your request.
- 5.6 We may change any of the fees in paragraphs 5.3 - 5.5 for a valid reason set out in paragraph 18. We will give you at least 30 days' notice, unless the changes are to your advantage.
- 6. RIGHT OF WITHDRAWAL**
- 6.1 You have the right to withdraw from this agreement without having to give any reason at any time before the end of the 14 days starting on the later of the day after the day on which:
- (a) we tell you your Credit Limit; or
- (b) if we are required to by law, we give you a copy of this agreement as executed or we tell you in writing this agreement has been executed by us in the same terms as the unexecuted agreement.
- 6.2 In order to withdraw from the agreement you must tell us either by writing to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ or by telephoning 0330 099 3000.
- 6.3 If you withdraw from this agreement you will have to repay to us without undue delay and not later than 30 calendar days after the giving of notice of withdrawal by you any credit provided to you on the Account together with interest accruing on it at the relevant rate(s) until repayment. We will inform you on request and without delay of the amount of interest payable per day until repayment.
- 7. REPAYMENT AND TERMINATION**
- 7.1 Independently of your right of withdrawal, you can notify us at any time that you wish to close your Account by writing to us at Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ or by telephoning 0330 099 3000. You will have to pay all amounts you owe to us under this agreement, including the amount of any Transactions appearing on your Account after notice has been given by you.
- 7.2 You can repay all or part of your outstanding balance early in full or in part at any time. Repayments will increase the credit available on your Account within your Credit Limit. See paragraphs 9 and 16 for further provisions as to repayment and termination.
- 8. COMPLAINTS**
- 8.1 If you have a complaint about the service you receive, please write to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ and your complaint will be dealt with in accordance with our Complaints procedure. A copy of our internal complaints handling procedure can be provided on request or you can view it via the 'contact us' page of the Vanquis website, [www.vanquis.co.uk/contact-us](http://www.vanquis.co.uk/contact-us). If we cannot resolve a complaint to your satisfaction you have the right to refer it to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or via its website ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If you do not take up your complaint with us first, you will not be entitled to refer it to the Financial Ombudsman Service.
- To encourage the use of online dispute resolution (ODR) there is an ODR platform created by the EU Commission which allows consumers to submit their complaint through a central site which will forward the complaint to an appropriate alternative dispute resolution scheme. In this case it would be the Financial Ombudsman Service. You can contact the Financial Ombudsman Service directly using the contact details given above. For more information about ODR please visit [ec.europa.eu/odr](http://ec.europa.eu/odr).
- 8.2 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 221156). The Financial Conduct Authority's address is 25 The North Colonnade, Canary Wharf, London E14 5HS.
- MISSING PAYMENTS**
- Missing payments could have severe consequences and make obtaining credit more difficult and we may take legal proceedings against you. If we do take legal proceedings against you, we may apply for a bankruptcy order against you or a charging order against your home. This could lead to your home being repossessed and sold.
- RIGHTS UNDER THE CONSUMER CREDIT ACT 1974**
- If you received unsatisfactory goods or services paid for under this agreement costing more than £100 and not more than £30,000, you may have a right to sue the supplier, us or both.
- THEFT, LOSS OR MISUSE OF CREDIT CARD**
- If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc. as long as you confirm this in writing within seven days. Please send this confirmation to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ.
- If your card is lost, misused or stolen, please call Customer Service immediately on 0800 783 9003 (or +44 161 444 4495 if calling from outside the UK) to report it.**
- OTHER TERMS**
- 9. Your Repayments**
- 9.1 You will be liable for the amount of all transactions, interest/minimum finance charges, fees and any applicable Default Charges payable under this agreement.
- 9.2 Any amount which takes you over your Credit Limit and/or any arrears shown on your monthly statement must be repaid to us in full immediately.
- 9.3 You may repay any sum greater than the Minimum Repayment due up to and including the whole balance outstanding on your Account.
- 9.4 A repayment by you to us will be credited to your Account. However, we reserve the right to withhold authorisation for a transaction on your Account until your repayment has cleared through the banking system. We will only accept that you have paid any money you owe us when we receive your payment as cleared funds. Please ensure that you allow enough time for your payment to clear through the banking system.
- 9.5 All repayments from you must be made in pounds sterling from a UK bank.
- 9.6 Any cheque repayments made to your Account must have your Account number clearly marked on the back of the cheque.
- 9.7 You cannot use a claim against a supplier or retailer as a reason for not making payments to us. You must continue to meet your Minimum Repayment even if you have a dispute or claim against a supplier or retailer or us. Failure to pay your Minimum Repayment may result in your Account going into arrears and will result in default information being recorded against you with credit reference agencies.
- 10. Additional Cardholders**
- 10.1 If you request us to, we may issue a Card and Personal Identification Number (PIN) to the person you nominate ("Additional Cardholder"). We may charge you for this service and we will notify you of any charge before providing you with the service.
- 10.2 You must make sure that the Additional Cardholder has consented to you giving us their details and is at least 18 years old.
- 10.3 All transactions carried out by the Additional Cardholder will appear on your statement, will be included in your outstanding balance and you are responsible for repayment of all transactions. You must make sure that the Additional Cardholder uses their Card in accordance with these terms and conditions and follows any instructions we give you about Card security and giving information to us. You understand that we cannot control how Additional Cardholders use the Account. You will be responsible for all use of their Card (and Cheques if applicable), including any use by them which results in a breach of this agreement.
- 10.4 You can ask us to cancel an Additional Cardholder's Card at any time but you will remain responsible for its use until it is returned to us.
- 11. Using Your Account**
- 11.1 When we have opened your Account, we will send you and any Additional Cardholder a Card and PIN. The Card may only be used by the person whose name is on the Card. You may not use the Card until you have activated it by contacting us. The Card may be replaced from time to time with either the same type of Card or a different Card, which will be covered by the terms of this agreement.
- 11.2 The Card may be used for Purchase Transactions and Cash Transactions.
- 11.3 You must only use your Card within the 'valid from' and 'expires end' date on the Card.
- 11.4 If you ask us to, we may send you our Cheques, which can only be used by you. You may only make Cheque Transactions in sterling and must not use one of our Cheques to make a payment to us. If you want to receive Cheques, please notify us by writing to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ, or by calling 0330 099 3000.
- 11.5 You must not use your Card or our Cheques in a way that would take your Account balance over your Credit Limit. If you use your Card or our Cheques for Cash Transactions, you must not make withdrawals that are over your Daily Cash Withdrawal Limit.
- 11.6 You cannot use our Cheques in places where a cheque guarantee card is required. Your Card is not a cheque guarantee card.
- 11.7 Cards and Cheques belong to us. If we ask you to return them to us, you must do so immediately. We can also ask a merchant (e.g., a shop or petrol station) to keep your Card and return it to us.
- 11.8 We may refuse to process a Transaction in the following situations:
- 11.8.1 you have not contacted us to activate your Card or a replacement Card;
- 11.8.2 you have already exceeded your Credit Limit or the Transaction will cause you to exceed your Credit Limit;
- 11.8.3 your repayments to us are in arrears or we otherwise believe that there is a significantly increased risk that you will be unable to pay what you owe;
- 11.8.4 you enter the wrong PIN or we are unable to validate the PIN you have entered;
- 11.8.5 we reasonably believe that it is necessary to do so to protect the security of your Account;
- 11.8.6 we reasonably believe it is necessary to do so to prevent fraud;
- 11.8.7 we have restricted the use of your Account under paragraph 12;
- 11.8.8 your Account is closed; and
- 11.8.9 for any other reason set out in this agreement.
- If we refuse to process a Transaction we will let you know as soon as possible. For Purchase Transactions the merchant will be notified of the refusal and will tell you about it. For cash withdrawals the cash machine will state that we have refused the Cash Transaction. You may also contact us to find out (or if you contact us to try to make the Transaction we will tell you at the time) why you have been refused and what you can do (if anything) to rectify any factual errors that led to the refusal (unless we are not allowed to tell you by law).
- 11.9 You or an Additional Cardholder must not use a Card for any illegal purpose. If you or an Additional Cardholder do so, you will be responsible for such use and may be required to reimburse us and/or VISA (or another payment scheme provider) for all amounts which we or they incur as a result of such use.
- 11.10 You should not make payments that put your Account into credit. If you do so, we will not pay any interest.
- 11.11 You may request an increase in your Credit Limit at any time but we are not obliged to grant it in full or in part. We will give you not less than 30 days' notice if we propose to increase your Credit Limit without your having requested it. You can reject this increase. We will tell you how you can do this when we give you notice.
- 11.12 You can tell us at any time that you do not wish to receive Credit Limit increases and you can ask us to reduce your Credit Limit. We reserve the right not to make any reduction to your Credit Limit that you may request or defer its making where we have a reasonable belief that such reduction would cause you to commit a breach of this agreement e.g., you would exceed the requested Credit Limit.
- 11.13 If you ask us to send a Cash Transaction or any other payment from your Account (for example, where your Account is in credit and you ask us to refund you the credit balance) to your bank account, the payment will arrive no later than the next working day. If your request is received after 3pm and before midnight or on a Saturday or Sunday or a bank holiday, we will treat the request as received on the following working day and timescales for receipt of the payment into your bank account will be adjusted accordingly. If you request the refund of a credit balance, we may need to delay the payment to investigate why your Account is in credit. If, for any reason, we are unable to transfer the payment in these timescales we may offer you alternative ways of transferring your payment.
- 11.14 You cannot cancel a Transaction once you have authorised the merchant to use your Card for a Purchase Transaction or asked us to make a Cash Transaction or a Balance Transfer Transaction.
- 11.15 Where you give your Card details for a Transaction to be made on a future date (for example, where you set up a regular bill payment from your Card) and you want to cancel that Transaction you must tell the third party you agreed to make the Transaction with or us no later than the working day before the payment is due to be taken. You may be able to cancel Transactions after the times set out in paragraph 11.14 and this paragraph but you will have to contact us and, for Purchase Transactions, the merchant.
- 11.16 The authorisation of a Transaction can include authorising any single Transaction, a series of recurring Transactions (including Transactions for an indefinite period) or pre-authorising a future Transaction of a certain or uncertain amount. A Transaction will be regarded as authorised by you or an Additional Cardholder where you or an Additional Cardholder:

- 11.16.1 authorise the Transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the Transaction, which may include entering a PIN or providing any other security code or signing a sales voucher;
- 11.16.2 insert your Card and provide your PIN and make a request for a Cash Transaction at an ATM;
- 11.16.3 orally or in writing provide your Card details to us and request a Cash Transaction to your bank account or Balance Transfer Transaction from your Account;
- 11.16.4 present (including sending) a completed Cheque to any person; or
- 11.16.5 provide us with your security details and instruct us to carry out the Transaction.
- 11.17 We may make a refund in respect of a Purchase Transaction if the following conditions are met:
- 11.17.1 the merchant is based in the European Economic Area ("EEA");
- 11.17.2 you did not specify the amount of the Purchase Transaction when you authorised it (for example, where you authorise a hotel to collect whatever you spend during your stay);
- 11.17.3 the amount of the Purchase Transaction exceeded the amount you could reasonably have expected to pay in the circumstances (not taking into account exchange rate fluctuations) and in light of your previous spending patterns; and
- 11.17.4 you request the refund within 8 weeks after the payment was taken from your Account.
- We may ask you to provide such information as is reasonably necessary for us to ascertain that you are entitled to a refund.
- This paragraph does not affect your rights to a refund set out in paragraph 14.3.
- 12. Restricting Use of Your Account**
- 12.1 We can suspend your use of your Card, Card number, Cheque or PIN on your Account for the following reasons:
- 12.1.1 on reasonable grounds relating to:
- 12.1.1.1 the security of the Card;
- 12.1.1.2 suspected fraudulent or unauthorised use of the Card; or
- 12.1.1.3 a significantly increased risk that you will be unable to meet payments;
- 12.1.2 you have opted-in to the Plan under paragraph 20 and you ask us to Freeze your Account or a Lifeline is provided on your Account under the terms of that paragraph; or
- 12.1.3 we are required to do so by law, a court, regulatory authority or under another duty that applies to us.
- 12.2 If we suspend your use of your Account, we will write to tell you before or immediately after such suspension, except where we do not have to do so by law (e.g., if doing so would prejudice the prevention of a crime).
- 13. Statements**
- 13.1 We will normally send you a monthly statement unless no payment is due from you on your Account. Your statement will contain details of Transactions, payments, refunds, interest/minimum finance charge, fees and any Default Charges applicable to your Account since your last statement. Your statement will be sent to the last postal address you have given us or, if you have opted to receive electronic statements, be made available to you electronically.
- 13.2 If you do not agree with any item on your statement, you must notify us of the reason for your dispute without delay.
- 14. Looking After Your Account, Card and PIN**
- 14.1 You and any Additional Cardholder must:
- 14.1.1 sign the issued Card(s) immediately on its receipt;
- 14.1.2 keep the Card(s) and Cheques secure;
- 14.1.3 memorise your PIN, keep it secret and destroy the paper slip upon which the PIN has been printed;
- 14.1.4 comply with our reasonable instructions regarding use or change of the PIN (e.g., for security reasons);
- 14.1.5 inform us immediately by telephoning 0800 783 9003 (or +44 161 444 4495 if calling from outside the UK) if you suspect that anyone else knows your PIN; and/or
- 14.1.6 inform us immediately by telephoning 0800 783 9003 (or +44 161 444 4495 if calling from outside the UK) if you lose your Card or Cheques, or you suspect that they have been stolen. You must confirm this notification to us in writing within 7 days to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ;
- 14.1.7 not allow anyone else to use the Card(s) or Cheques;
- 14.1.8 inform us immediately by telephoning 0800 783 9003 (or +44 161 444 4495 if calling from outside the UK) if you become aware of an unauthorised transaction on your Account and co-operate with us and the police to recover losses, and to investigate any unauthorised transactions.
- 14.2 We may ask for proof of your identity when we consider it necessary for security reasons.
- 14.3 We will suspend and investigate any Transaction you challenge as unauthorised, and, if the Transaction was not authorised by you, we will refund it and return your Account to the position it would have been in (for example, by refunding any interest or charges that you have paid as a result).
- 15. Limits to our Liability**
- 15.1 We will not be liable to you if we cannot carry out our responsibilities under this agreement due to reasons outside our reasonable control e.g., due to fire, flood, strike action or for electronic failure such as machine, data processing system or data transmission links.
- 15.2 We will not be liable to you for any refusal or delay by any person to accept your Card, PIN or Cheque.
- 15.3 We will not be liable to you for any loss of profit or damage to your reputation.
- 16. Closing Your Account**
- 16.1 We may close your Account for any lawful reason by giving you at least two months' written notice.
- 16.2 We may close your Account immediately:
- 16.2.1 if you die; or
- 16.2.2 if you have a bankruptcy, debt relief order or receiving order made against you.
- If we do so, we will write to tell you before or immediately after such closure, except where we do not have to do so by law (e.g., if doing so would prejudice the prevention of a crime). You (or your representative) will be required to repay us any amounts you owe to us.
- 16.3 Where we have given you notice or you have given us notice, this agreement will only formally end when:
- 16.3.1 you have paid all amounts you owe to us under this agreement, including the amount of any transactions appearing on your Account after the notice has been given;
- 16.3.2 you and any Additional Cardholder have returned to us all Cards and Cheques cut in two to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ.
- 16.4 If your Account is in credit at the time of closure, we reserve the right not to repay to you any amount less than £5 due to administrative costs.
- 17. Notices**
- 17.1 You or the Additional Cardholder must let us know immediately if:
- 17.1.1 your or their Card or Cheques become lost or stolen;
- 17.1.2 your or their PIN is likely to be misused or has been disclosed;
- 17.1.3 your statement includes any information that seems wrong;
- 17.1.4 you change your name or address.
- If you fail to inform us and we have to trace you, we may charge a Tracing Charge, as set out in paragraph 5.1.5. You should also keep us informed of any changes to your telephone or mobile number and/or your email address. We may request copies of documentation certified by a solicitor or notary public as proof of any change to your name.
- 17.2 It is also important to tell us of any changes to your financial circumstances.
- 17.3 You can tell us by writing to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ or by telephoning 0330 099 3000. We may ask you to confirm in writing any notice you give us by telephone.
- 17.4 Where we provide you with any document or copy document in relation to this agreement you agree that we may do so in PDF form (or another form which you can keep unchanged) by our sending it to the last email address or mobile number you have notified to us.
- 18. Varying this agreement**
- 18.1 We may vary the terms of this agreement, or introduce any other related term to this agreement, including any charge or any fee provided under this agreement:
- 18.1.1 if the change is in your favour;
- 18.1.2 to amend an error;
- 18.1.3 to make them easier for you to understand;
- 18.1.4 if your product changes, or we introduce new services or features to your Account;
- 18.1.5 due to changes in your financial position based on changes in your credit rating or risk (we may take into account any failure by you to make payments on time or at all to us or other banks or lenders);
- 18.1.6 to reflect changes in market conditions such as system capabilities, methods of operation, changes in technology, fraud prevention requirements and/or payment methods;
- 18.1.7 to reflect good banking or financial services practice(s);
- 18.1.8 due to changes in the cost of providing the service to you; and/or
- 18.1.9 if the law or a code of practice changes or is likely to change or a requirement is made by a regulatory or trade body or we decide to implement a code of practice.
- 18.2 Unless otherwise provided in this agreement, we will give you at least 30 days' written notice before any change takes effect (unless the change is in your favour, in which case we may make the change immediately and tell you about it within 30 days of adopting the change).
- 18.3 We may from time to time offer you a lower promotional interest rate on certain transactions including Balance Transfer Transactions, for a specified period ('Promotional Rate Transactions').
- 18.4 We may from time to time change the payment scheme provider we use for your Account and if we do so we will issue you with a different card which may have a different account number, different branding or be part of a different card acceptance scheme. We will tell you about any changes to the terms in accordance with this paragraph 18.
- 18.5 We may transfer your Account to a different credit card product. We will always give you notice in accordance with this paragraph 18. We will only transfer your Account to a different credit card product if it is lawful to do so.
- 19. GENERAL**
- 19.1 You cannot transfer this agreement or your rights or obligations under this agreement. We may assign this agreement or transfer any of our rights or responsibilities to any company or person who is authorised and/or regulated by the Financial Conduct Authority in respect of the conduct of credit-related activities e.g., if our business was sold to a third party. We will give you such notice of any transfer or assignment as is required by law.
- 19.2 We may instruct any other person to exercise our rights or carry out our responsibilities under this agreement e.g., we could instruct a debt collection agency to assist in recovering any amounts owed to us.
- 19.3 We may waive any of our rights under this agreement without losing them e.g., if we accept a part payment from you, we will still be able to claim the full amount owed by you.
- 19.4 We may at our discretion waive any fees or Default Charges.
- 19.5 Telephone calls may be monitored and all calls will be recorded for the purposes of quality control, confirmation of the accurate execution of transactions, resolution of disputes, training and/or fraud prevention.
- 19.6 This agreement is governed by English law (unless the address from which you made your application was in Scotland when Scots law shall apply) and all contractual terms and conditions and information supplied in this agreement are supplied in English. We will communicate with you in English.
- 19.7 If any term or part of a term in this agreement is ruled by a court to be invalid, illegal or unenforceable, then this invalidity, illegality or unenforceability will not affect any other term in this agreement.
- 20. REPAYMENT OPTION PLAN**
- General**
- 20.1 You may opt-in to the Repayment Option Plan (the 'Plan'). If you do so you will need to pay a Plan Charge which will be calculated and payable in accordance with paragraphs 20.7 - 20.9 below.
- 20.2 If you opt-in to the Plan you will be entitled, subject to the terms and conditions set out below, to receive all the features of the Plan whether you are in full-time, part-time or temporary employment, are self-employed, or are unemployed or retired. However, the situations in which your Account may be frozen (as described in paragraphs 20.12 - 20.17 below) will depend on your employment status.
- 20.3 The Plan is not a regulated insurance product and will not pay off any capital or interest on your Account.
- 20.4 We do not provide advice or a recommendation on whether the Plan is suitable for your purposes.
- Opting-in to the Plan**
- 20.5 You may opt-in to the Plan at any time by telling us by telephone or in writing that you wish to do so. To do this you may call 0330 099 3010 or write to Customer Service, P.O. Box 399 CHATHAM, ME4 4WQ or use any other contact details we give you. If you inform us that you do wish to opt-in to the Plan we will provide you with all of the features of the Plan from the date of the receipt by us of your request whether it is by telephone or in writing.
- Cost of the Plan**
- 20.6 The cost of the Plan depends on your personal circumstances.
- 20.7 If you are in full-time, part-time or temporary employment or are self-employed, the cost of the Plan will be charged at the rate of £1.29 per £100 (1.29% per month) of your monthly outstanding balance as shown on your statement ('the Full Plan Charge'). This is known as the *Full Plan*.
- 20.8 If you are not employed (as described in paragraph 20.7) or you are retired, the cost of the Plan will be charged at the rate of £1.19 per £100 (1.19% per month) of your monthly outstanding balance as shown on your statement ('the Standard Plan Charge'). This is known as the *Standard Plan*.
- 20.9 We will charge the Full or Standard Plan Charge directly to your Account each month

as a Purchase Transaction. The Full or Standard Plan Charge will accrue interest in the same way as other Purchase Transactions.

#### Features of the Plan

20.10 If you opt-in to the Plan, in return for the Full or Standard Plan Charge but subject to the terms and conditions set out below, we agree:

20.10.1 in the event of a Difficult Financial Circumstance (as defined below) to 'freeze' your Account (as described in paragraph 20.13) subject to the terms set out in paragraphs 20.12 and 20.14 - 20.17 below;

20.10.2 to allow you to take a 'Payment Holiday' (as described in paragraph 20.18) subject to the terms set out in paragraphs 20.19 - 20.21 below;

20.10.3 to provide you with a 'Lifeline' (as described in paragraphs 20.23) subject to the terms set out in paragraphs 20.22 and 20.24 - 20.25 below;

20.10.4 (subject to your having a mobile telephone capable of receiving such messages and your providing us with its number) to provide you with the 'SMS Text Service' (as described in paragraphs 20.27 - 20.28) subject to the terms set out in paragraphs 20.26 and 20.29 below.

20.11 If you wish to Freeze your Account or take a Payment Holiday you must call the Plan helpline on 0330 099 3010. The Plan helpline is available between 8am and 8pm Monday to Friday and 9am to 5.30pm on Saturday.

#### Freezing your Account

20.12 We agree that if you experience a Difficult Financial Circumstance (as defined below) and you request us to Freeze your Account by telephoning us in accordance with paragraph 20.11, we will, subject to the terms and conditions set out herein, Freeze your Account for as long as the Difficult Financial Circumstance continues to apply, up to a maximum period of 24 months per event (or series of connected events).

20.13 If we Freeze your Account in accordance with the terms of the Plan that means that:

20.13.1 you will not be able to use your Card or Account;

20.13.2 we will not charge you interest on any outstanding balance under your Account;

20.13.3 you will not be obliged to make any Repayments;

20.13.4 you will not be liable to pay any Fees or Charges.

20.14 After the Difficult Financial Circumstance ceases to apply or after 24 months (whichever is sooner), you will be able to use your Card or Account but interest will accrue again and you will be obliged to continue your Repayments and pay any applicable Fees and Charges that accrue on the Account.

20.15 If you request us to Freeze your Account you must provide us with reasonable evidence of the occurrence of the Difficult Financial Circumstance when you contact us to Freeze the Account and you must continue to supply us, on request by us, with reasonable evidence of the continuation of the Difficult Financial Circumstance at any time while your Account is Frozen. If you do not do so, we may terminate the Freezing of your Account.

20.16 You agree that if you wish us to Freeze your Account as a result of any Difficult Financial Circumstance and you have notified us within 90 days of its first occurrence and provided us with reasonable evidence as required under paragraph 20.15, any Freezing of your Account will be backdated to the date of the first occurrence of that Difficult Financial Circumstance. Where first notification of such Difficult Financial Circumstance is made more than 90 days after its first occurrence and you have provided us with reasonable evidence as required under paragraph 20.15, any Freezing of your Account will be backdated to the date of notification of that Difficult Financial Circumstance.

#### Difficult Financial Circumstance

20.17 In relation to both the Standard Plan and the Full Plan 'Difficult Financial Circumstance' means the occurrence of one of the events listed below or the occurrence of more than one of the events listed below in a series of connected events:

20.17.1 you become sick, disabled or have an accident which affects your ability to make your repayments; or

20.17.2 you have to stay in hospital because of a medical condition; or

20.17.3 you have to attend jury service; or

20.17.4 your main home is significantly damaged by a natural disaster e.g., flooding; or

20.17.5 your partner (who you have lived with for more than 6 months) or an immediate family member (sibling, parent, spouse or child) dies;

and in relation to the Full Plan 'Difficult Financial Circumstance' means also:

20.17.6 you become unemployed involuntarily (other than as a result of your own misconduct or by reason of your retirement) or by reason of redundancy including non-compulsory redundancy; or

20.17.7 you are put on short-time working or laid-off reducing your usual weekly hours of work by 25% or more; or

20.17.8 you are self-employed and have suffered a reduction in weekly income by 25% or more through loss or non-renewal of contracts or work;

20.17.9 you take leave from work to care for a partner (who you have lived with for more than 6 months) or a member of your immediate family (sibling, parent, spouse or child) and suffer loss of income; or

20.17.10 you go on maternity, paternity or adoption leave.

#### Payment Holiday

20.18 A Payment Holiday means that you will not be obliged to make your next Minimum Repayment on the Repayment Due Date.

20.19 We agree that we will allow you to take a Payment Holiday under the terms of the Plan if:-

20.19.1 your Account has been open for at least 6 months; and

20.19.2 you have not taken a Payment Holiday on your Account which allowed you to miss making either of the last two Minimum Repayments on your Account; and

20.19.3 a Lifeline has not been used in respect of either of the last two Minimum Repayments on your Account; and

20.19.4 you have not already taken a Payment Holiday at any time in the current Customer Account Year; and

20.19.5 your Account is not and has not at any time within the last 2 months been subject to a payment arrangement agreed with us under which you have made repayments lower than those which would have been due under the terms and conditions of your Account; and

20.19.6 your Account is not frozen under the Plan in accordance with paragraphs 20.12 - 20.17; and

20.19.7 you are not in breach of the terms and conditions of your Account.

20.20 If you wish to take a Payment Holiday and are eligible under paragraph 20.19, you must contact us to request it before midday on the day of your Repayment Due Date or, if that day falls on a non-working day, you must contact us to request it before midday on the last working day before that non-working day. If you do so and you are eligible for a Payment Holiday we will allow you to miss making the Minimum Repayment on the Repayment Due Date.

20.21 Interest will continue to accrue on your Account and will not be suspended during any Payment Holiday.

#### Lifeline

20.22 We agree that if you do not make your Minimum Repayment on your Account by the Repayment Due Date we will provide a Lifeline on your Account if:-

20.22.1 your Account has been open for at least 6 months; and

20.22.2 you have not taken a Payment Holiday on your Account which allowed you to

miss making either of the last two Minimum Repayments on your Account; and

20.22.3 your Account is not and has not at any time within the last 2 months been subject to a payment arrangement agreed with us under which you have made repayments lower than those which would have been due under the terms and conditions of your Account; and

20.22.4 you have not already had a Lifeline provided on your Account at any time in the current Customer Account Year; and

20.22.5 a Lifeline has not been provided in respect of either of the last two Minimum Repayments on your Account; and

20.22.6 your Account is not frozen under the Plan in accordance with paragraphs 20.12 - 20.17; and

20.22.7 you are not in breach of the terms and conditions of your Account.

20.23 If you are eligible for a Lifeline on your Account, that means that we will:

20.23.1 notify you that we have provided you with a Lifeline on your Account;

20.23.2 suspend your Account so that you will not be able to use your Card or Account until we have received the Minimum Repayment which you have not paid;

20.23.3 suspend your obligation to make your Minimum Repayment (to which the Lifeline relates) on the Repayment Due Date in accordance with the terms of paragraph 20.24 below;

20.23.4 waive or refund any Late Payment Charge or Over Limit Charge that you would have had to pay, as a result of your failure to make any Minimum Repayment, if the Lifeline had not been provided to you; and

20.23.5 subject to you meeting your obligations under paragraph 20.24, report your Account as 'current' when we next report the performance of your Account to credit reference agencies.

20.24 Following the provision of a Lifeline, you must pay the Minimum Repayment you have missed and to which the Lifeline applies before the next Repayment Due Date for making a Minimum Repayment on your Account. If you do this the suspension of your Account under paragraph 20.23.2 will cease as from the next working day following the date the payment reaches your account. If you fail to do this and you also fail to make the next Minimum Repayment on your Account by the Repayment Due Date applicable to that Minimum Repayment, the suspension of your Account will continue and we will report to credit reference agencies that you have missed those two payments.

20.25 While your Account is suspended following the provision of a Lifeline:

20.25.1 interest will continue to accrue on your Account;

20.25.2 you will continue to be liable for all Charges and Fees apart from those which have been specifically waived or refunded under paragraph 20.23.4.

#### SMS Text Service

20.26 The SMS Text Service is available to you provided that you are not in breach of the terms and conditions of your Account and you let us have a mobile telephone number to which we can send text messages and also let us know of any changes to that number.

20.27 Under the SMS Text Service we agree that we will send you a text message each month which will contain your Account balance, your available credit, the amount of your Minimum Repayment on your Account and the Repayment Due Date for such payment.

20.28 Further, under the SMS Text Service we will send you a text message:-

20.28.1 to let you know your Account balance is close to your credit limit where your credit limit is up to £1,000 and your Account balance is between 90% and 100% of your credit limit;

20.28.2 to let you know your Account balance is close to your credit limit where your credit limit is over £1,000 and your Account balance is between 95% and 100% of your credit limit; or

20.28.3 to let you know where you have exceeded your credit limit.

The text messages to be sent under paragraphs 20.28.1 or 20.28.2 will usually be sent to you 5 days before your next Repayment Due Date.

20.29 The SMS Text Service terms and conditions will apply to this facility.

#### Opting-out of the Plan/Changing the Plan

20.30 You must notify us by calling 0330 099 3010 if your financial circumstances change after opting-in to the Plan (e.g., you become retired) and you need to be moved from the Full Plan to the Standard Plan or from the Standard Plan to the Full Plan. If you do notify us you will be automatically moved to the appropriate Plan and you will automatically be charged the appropriate Plan Charge.

20.31 You can opt-out of the Plan at any time. If you opt-out of the Plan within 30 days of receiving the information on the Plan and the Plan has commenced, you will receive a refund of the Plan Charge (if any) charged to your Account. If you wish to opt-out of the Plan you can call 0330 099 3010 or write to Customer Service, P.O. Box 399, CHATHAM ME4 4WQ or contact us using any other details we give you.

20.32 We may remove you from the Plan at any time by giving you 30 days' written notice. We may remove you from the Plan immediately if, acting reasonably, we believe the Plan is being misused by you.

20.33 We will remove you from the Plan immediately:

20.33.1 if your Account is closed; or

20.33.2 if you die.

#### YOUR PERSONAL INFORMATION

21.1 We will process, by computer or otherwise, personal information about you whilst we are assessing your application and/or managing your Account ('Your Information'). We may have obtained Your Information from: you; credit reference agencies; fraud prevention agencies; other Provident Financial group companies; third parties specialising in data verification; or marketing lists provided to us by other third parties.

21.2 We may search your credit record at credit reference agencies, fraud prevention agencies or other relevant sources ("the agencies") in relation to your application or for managing your Account, and they will supply us with credit and/or identification information. Whether or not your application is successful details of our search will be added to credit reference agencies' records and information provided on your application will be sent to and will be recorded by them. We may access and use this information in an anonymised form for research and development purposes. Credit and identification information about you and those with whom you are financially linked, which is provided to us and the agencies, may be used by us and other companies to make credit decisions about you and other members of your household. Where we use a third party to verify any information we have about you, any of this information may also be used for identification purposes, debt tracing and prevention of money laundering, as well as the management of your Account. We will update Your Information with any data we receive from a third party where they have provided us with a data verification search.

21.3 When assessing your application, we may use credit scoring or other automated decision making facilities.

21.4 We will, on a regular monthly basis, provide details of the performance of your Account to credit reference agencies. This information may be used by other companies to make decisions about credit and credit-related services for you and other members of your household.

21.5 We may use Your Information for behavioural scoring and market and product analysis and generally to learn from the way you use and manage your Account, including from your transactions and from the payments made to your Account. What we learn about how you use your Account and from information we receive from credit reference

- agencies may be used to determine the Margin Rate we apply to your Account from time to time. We may also assess whether you would be eligible for an alternative credit product, such as a personal loan. If such a product is available to you, we will contact you about that product.
- 21.6 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 21.7 Law enforcement agencies may access and use this information.
- 21.8 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- 21.8.1 checking details on applications for credit and credit related or other facilities;
  - 21.8.2 managing credit and credit related accounts or facilities;
  - 21.8.3 recovering debt;
  - 21.8.4 checking details on proposals and claims for all types of insurance; or
  - 21.8.5 checking details of job applicants and employees.
- 21.9 Please contact us at Vanquis Card, Department DF, P.O. Box 408, Chatham, ME4 4WZ if you want to receive details of the relevant fraud prevention agencies.
- 21.10 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 21.11 For the purposes of managing your Account, credit assessment and analysis, and to provide other products and services to you, Your Information may be shared within the Provident Financial group and outside the group to:
- 21.11.1 our agents, processors and sub contractors;
  - 21.11.2 any of our approved suppliers;
  - 21.11.3 the police, if required by law;
  - 21.11.4 any relevant regulatory authority, if required by law; and/or
  - 21.11.5 anyone to whom we transfer or may transfer our rights and duties under this agreement.
- 21.12 If you were introduced to us by a third party, we may give them your contact details and sufficient information about you for their own business and statistical analysis. This may include specific information about whether we declined or approved your application and how you use and manage your Account.
- 21.13 If you require details of Provident Financial group companies or the credit reference agencies we use, please contact us at Vanquis Card, Department DF, P.O. Box 408, Chatham, ME4 4WZ. **You have a legal right to these details.**
- 21.14 We may contact you by post, telephone, automated dialling, email or mobile text and/or voice messaging service about products or services relating to your Account or application.
- 21.15 Where you consent, we may send you marketing information or contact you for marketing purposes about other products and services that may be of interest to you, including carefully selected partner products for identity theft, credit management, short to medium term retail consumer loans, general insurance, banking, multi discount membership products or customer reward programmes and other relevant products or services. We will do this by post, telephone, automated dialling, email, mobile text and/or voice messaging service, or other forms of communication. We may do this following the closure of your Account.
- 21.16 Where you consent, we may disclose Your Information within the Provident Financial group or to other carefully selected companies for marketing purposes. The Provident Financial group is a financial services group specialising in the provision of short to medium term retail consumer loans. Any of these companies may then contact you about their products or services by post, telephone, email, mobile text and/or messaging service (SMS).
- 21.17 If you do not want Your Information to be used for marketing purposes, please write to our Customer Service department at Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ or telephone us on 0330 099 3000. **You have a legal right to prevent Your Information being used for direct marketing purposes.**
- 21.18 We may process Your Information in countries outside the United Kingdom and EEA. If so, we will make sure that Your Information receives no less protection than is required in the EEA.
- 21.19 **You have a right to receive a copy of the information we hold about you if you apply to us in writing to Vanquis Card, Customer Service, P.O. Box 399, CHATHAM ME4 4WQ. We will require you to pay us a £10 fee. You are also entitled to request that any inaccurate information be amended or deleted.**
- OTHER DEFINITIONS**
22. We have given a particular meaning to the words which begin with a capital letter. These meanings are explained where they occur in this agreement or in this paragraph 22.
- 22.1 'Account' – the credit card account that we open and maintain in your name.
- 22.2 'Base Rate' – means the base lending rate which is set by the Bank of England as quoted in the Financial Times/ Financial Mail from time to time.
- 22.3 'Balance Transfer Transaction' – means the transfer of all or part of an account balance from another financial institution to your Account.
- 22.4 'Card' – means any Visa credit card we issue to you or any additional cardholders under the terms of this agreement and is not a cheque guarantee card.
- 22.5 'Cash Transaction' – means:
- 22.5.1 the withdrawal of cash from a cash machine, or financial institution, displaying the Visa sign;
  - 22.5.2 purchases of currency and cash related transactions, such as purchases of travellers cheques, money orders and money transfers including directly to your personal bank account; and
  - 22.5.3 Gambling Transactions.
- 22.6 'Cheque' means a cheque that we may provide to you from time to time on your Account.
- 22.7 'Cheque Transaction' – means a transaction paid for with a Cheque or a transfer of money on your instructions which is charged to your Account, as the case may be.
- 22.8 'Customer Account Year' means the period of twelve successive months commencing on the date of opening of your Account and each successive period of twelve months commencing on the anniversary of the date of the opening of your Account;
- 22.9 'Default Charges' – Late Payment Charge, Over Limit Charge and/or Return Payment Charge, Returned Credit Card Cheque Charge and Tracing Charge and any other default charges as may be notified to you from time to time. We will provide further details of these Charges on request.
- 22.10 'Gambling Transaction' – means:
- 22.10.1 the use of your Card or your Card number to take part in any form of gambling such as gaming, betting or participating in a lottery; and
  - 22.10.2 a transaction where payment is made to an establishment reasonably identified as carrying on a gambling business (where gambling has the meaning set out in paragraph 22.10.1) and is charged to your Account, whether or not the transaction itself finances participation in gambling.
- 22.11 'Margin Rate' – means the difference between the annual interest rate(s) and the Base Rate.
- 22.12 'Over Limit' – where you exceed your Credit Limit.
- 22.13 'Promotional Rate' – means a rate of interest lower than the standard interest rate applied to a Transaction.
- 22.14 'Purchase Transaction' – means a transaction with a merchant displaying the Visa sign for goods and/or services paid for with your Card.
- 22.15 'Reply Card' and 'application form' – mean the application form requesting us to open an Account for you on these terms and conditions, which you complete, sign and return or submit to us.
- 22.16 'Transaction' – means any of a Balance Transfer Transaction, a Cash Transaction, a Cheque Transaction or a Purchase Transaction as the context may require.
- IMPORTANT INFORMATION**
- Call Charges**  
Calls to 01 and 03 numbers from UK landlines and mobiles are normally included in free plan minutes if available; otherwise calls to 03 numbers cost the same as calls to 01/02 prefix numbers. Calls to numbers beginning 0800 or 0808 are free from consumers' mobiles and landlines.  
Call cost information correct as at May 2016.