

# Vanquis Credit Card Terms and Conditions

# (Part A – Key terms)

Effective from 28 March 2024

Regulated by the Consumer Credit Act 1974

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

# Credit Card Agreement regulated by the Consumer Credit Act 1974

Our agreement with you for your credit card is made up of two parts:

- Part A gives you the **key terms** that apply to your card about how much you can borrow, how much it costs and your repayments.
- Part B gives you the additional terms about using your card and how we'll manage your account.

Both Parts A and B form your agreement with us. Please read both parts to help you understand your account. They include important information, such as what happens if something goes wrong.

# Part A – Your key terms

This agreement is between you and us.

Us (we also say 'we' and 'our')	You (the Cardholder)
Vanquis Bank Limited	You are the person signing this agreement, whose
Our address is	name and address are stated in your application.
No.1 Godwin Street, Bradford, West Yorkshire,	
BD1 2SU	

#### A1 Your credit limit - how much can you borrow?

Your credit limit is the total amount you can borrow at any time on your card. You can only borrow up to your credit limit amount and you must not go over it. If you go over it, you'll need to repay the amount you owe above the credit limit. You may also have to pay an over limit fee.

We'll set your credit limit after we've opened your account and tell you what it is when we send you your card. We'll review it from time to time. If we change it, we'll write to let you know. We tell you more about your credit limit and how we'll tell you about changes to it in paragraph B5 of this agreement.

#### A2 How long does this agreement last?

This agreement has no agreed end date, so it will last until you or we end it. See paragraph B26, 'Ending this agreement', for details of when and how this can be done.

#### A3 What interest rates do we charge?

## A3.1 Interest rates for different types of transaction

In this agreement, we talk about different interest rates that apply to different types of transaction that you and any additional cardholder can make using your card.

You'll find details of these transactions, and what they mean, in the additional terms.

We charge the following types of interest rate on the items in the table below:

Purchase rate	Applies to:
	• purchase transactions to pay for goods and services
	• default fees listed in section A of the fees table at paragraph A7, and
	• foreign purchase transaction fees listed in section B of the fees table at paragraph A7.
Cash rate	Applies to:
	• cash transactions such as cash withdrawals, foreign currency transactions including purchase of foreign currency and money transfers, and
	• the following types of servicing fees listed in section B of the fees table at paragraph A7:
	o cash transaction fees
	o foreign cash transaction fees, and
	o money transfer fees.
	A "money transfer" is when you ask us to transfer an amount from your credit card
	account to your personal bank or building society account.
Balance	Applies to any balance you owed on another credit card with another provider,
transfer rate	which you transferred to your Vanquis credit card account.

When we say, "purchase rate", "cash rate" or "balance transfer rate" in the agreement, we mean the standard rates, introductory rates or promotional rates that apply at the time to these types of transaction.

We state the interest rates in the agreement as the **effective annual rate** (which is the rate of interest you'll pay in a year, including the interest charged on interest over the year). We also show the **monthly rate**, which is the interest charged on the total amount borrowed each month. The **effective annual rate** gives you a truer picture of the cost of the credit borrowing.

#### A3.2 Introductory and promotional rates

When you applied for your card, you may have been eligible for an offer to receive special rates on certain types of transaction that apply for a set offer period. We call these **introductory rates**.

During this agreement, we may offer you special rates from time to time. We call these **promotional** rates. We'll let you know if you're eligible for a promotional offer and tell you about the terms and conditions that apply to it.

If you have an introductory or promotional offer, we'll tell you the introductory or promotional rate that applies to each type of transaction. These rates will apply instead of the **standard rates** (detailed below), during the period detailed in the offer. After the offer period ends, the standard rates will apply.

We may remove an introductory or promotional rate before the end of the offer period if you miss two **minimum payments**. If we do this, the **standard rate** will apply instead of the introductory or promotional rate. You won't be able to get back the introductory or promotional rate, even if you put your account in order, but we may offer you other promotional rates in the future.

It's important to remember that you may lose your introductory or promotional rates if you don't keep to the terms of the agreement.

#### What introductory rates apply to you?

If you were eligible for an introductory offer when you applied for your card, the table below sets out the **introductory rates** that apply to you, and how long they apply for. If you don't have any introductory offers, the table will show 'N/A' (not applicable).

Type of	Effective annual rate	Monthly rate	
transaction	(Fixed)	(Fixed)	
Introductory	[X]% or N/A	[X]% or N/A	
Balance	Offer period		
transfer rate	Applies to balance transfers made within [months.	[X] days of opening your account, for [X]	
	After that, we'll charge interest at the <b>standard rate</b> if any of the transferred balance is left to pay.		
	or N/A		
Introductory	[X]% or N/A	[X]% or N/A	
Purchase rate	Offer period		
	Charged for [X] months on purchases you make within the first [X] months of		
	opening your account.		
	This means you'll be charged [X]% on all purchases from the date you make your first purchase within the first [X] months of opening your account. That interest rate will apply for [X] months after the date of your first purchase.		
	After that, we'll charge interest at the <b>standard rate</b> on the balance of any purchases left to pay, and on any new purchases you make.		
	or N/A		

#### A3.3 Standard rates

Our standard rates are variable, which means they can change from time to time. We set out when and how we change the rates at paragraph A6 below.

The current **standard rates** that apply to your account are:

Type of interest rate for each type of transaction	Effective annual rate	Monthly rate
	(variable)	(variable)
Purchase rate	[X]%	[X]%
Cash rate	[X]%	[X]%
Balance transfer rate	[X]%	[X]%

# A4 How and when do we charge interest?

# How we calculate and charge interest

We calculate interest from the date:

- of each transaction that you or any additional cardholder make on your account, and
- we add any fee we charge to your account,

until you repay the amount.

We work out interest on your account balance at the end of each day and add it to your account balance on your monthly statement date.

If you pay at least the minimum payment shown on your statement each month, we will not charge interest on interest.

#### When we won't charge interest

We won't charge interest on any purchase balance or balance transfer transaction shown in a monthly statement if you repay the total balance shown on your statement in full by the payment due date. By total balance, we mean the total amount of all balances for all three types of transaction: purchases, cash and balance transfers.

However, interest is charged on cash transactions from the date we apply them to your account until you pay the total statement balance in full. There may also be a small amount of interest that will have accrued after your statement date, but before you pay off your total balance. That interest also needs to be paid to stop any further interest accruing after you have cleared your statement balance. This will be included on your next statement.

# For example

You receive your monthly statement in June. This includes purchase transactions of £200, balance transfer of £100 and cash transactions of £50. We won't charge interest on the £200 purchases and £100 balance transfer if you pay off the full £350 balance by the payment due date in July. However, we'll still charge interest on the £50 cash transactions up to the date you pay your June statement in full. Your July statement will show the amount we'll charge. This will include interest on the £50 cash transactions along with any other interest we charge on your statement balance between your June statement date and the date you paid the £350 balance.

# Interest on late or missed payments

If you're late making a minimum payment or miss it altogether, we'll continue to charge interest at the same rates that apply to each type of transaction or fee on your account. You'll also need to pay a late payment fee. You can find details of the **default fees** we charge at paragraph A7.

#### Interest on default fees

We don't charge interest on **default fees** for the first 28 days after we tell you that you have to pay that fee. After that, we charge 'simple' interest on the default fee until you pay it. This means you'll only pay interest charged on the fee itself, and you won't pay interest on the interest we've charged on the fee.

#### A5 APR and total amount payable

The APR is the annual percentage rate, which shows the cost you pay each year to borrow money using your card. This is the interest you have to pay on amounts you borrow. It helps you compare the cost of our credit card with credit cards from other providers at the date you enter into this agreement with us.

The total amount payable is the sum of the total amount you can borrow (your credit limit) plus the total charges for the cost of the credit (the interest charges and fees).

We make some assumptions to work out the APR and the total amount payable. We've used the following assumptions:

- You borrow an amount of £1,200 by making a purchase on the date of this agreement.
- We charge interest on the amount borrowed at the purchase rate and the rate does not change.
- You repay the amount borrowed over one year in 12 monthly instalments, starting one month after the date of this agreement.
- You keep to the terms of the agreement and so do we.

Based on these assumptions, the APR and total amount payable is:

APR	Total amount payable
[X]% APR (variable)	f[X]

# A6 How much do you have to pay each month?

We'll give you a statement each month showing the **minimum payment** you'll need to pay for that month unless there's no money owing on your account. It's the minimum amount you must pay each month to keep to the terms of this agreement. You can always pay more than the **minimum payment** at any time – and we recommend you do, as it will reduce the amount of interest you pay.

You must pay the minimum payment amount by the date we show in your statement. This is known as your payment due date.

We work out your minimum payment each month. It will be the highest of the options in A-C as shown:

- A The total amount of:
  - interest we have charged since the date of your last statement
  - any default fees we have charged, and
  - [X]% of the rest of the balance you owe us on the statement date.
- B £10, if the total amount in A above is less than £10.
- C | The full balance shown on your statement if the amount shown is less than £10.

#### Missing payments

If you don't pay the minimum payment in full by the **payment due date**, you must immediately pay the unpaid amount you owe in full. If you don't pay the unpaid amount by the time we prepare your next monthly statement, we'll include it in the amount due, in addition to the **minimum payment** for that month.

For example, if your minimum payment is £50 and your payment due date is the 10th of the month, you must pay £50 no later than the 10th. If you don't, you must pay it immediately after that date. You may also have to pay a late payment fee. If your £50 minimum payment is still unpaid by the time we send you your next monthly statement, we'll add that £50 to the amount you must pay by your next payment due date, in addition to your minimum payment.

Missing payments could have severe consequences and make it more difficult for you to get credit in the future.

If you're struggling with your finances or meeting your minimum payments under the agreement, please tell us as soon as you can by calling 0330 099 3002.

We have a friendly team here to help you. We offer a range of options that may help with your situation.

Missing payments could mean we may:

- terminate the agreement and require you to immediately pay us the full amount you owe us under it
- take legal action against you if you don't pay us the full amount you owe. In extreme circumstances, this could lead to a bankruptcy order being made against you, and
- sell the debt you owe us to another business.

#### Recommended payments

We may set a recommended payment as a guide to how much you should pay. This will be more than your minimum payment and is intended to help you keep on top of your borrowing and repay it more quickly. If we do set a recommended payment, we'll tell you the amount. It is only a guide and you do not have to pay the amount by which the recommended payment exceeds your minimum payment. To keep to the terms of the agreement, you only have to pay the minimum payment amount. If you want to, you're always able to pay more, up to the full statement balance.

#### A7 What fees do we charge?

The fees that apply to your account, when we charge them and the interest we charge on them, are as follows:

Section A. Default fees – fees we charge if you break the agreement		
Type of fee	Amount	When does the fee apply?
Late payment fee	£12	If we haven't received your minimum payment by your payment due date
Over limit fee	£12	If you go over your credit limit at any time during a statement period. You'll also be charged this fee in each subsequent statement period that your account remains over the credit limit
Interest we charge on the fee	Interest is charged at the purchase rate	

Section B. Servicing fees – fees we charge when you make certain transactions on your account		
Type of fee	Amount When does the fee apply?	
Foreign purchase	2.99% of the value	When you or an additional cardholder carry out a
transaction fee	of the transaction in	purchase transaction abroad
	pounds sterling (£)*	
Interest we charge	Interest is charged at the purchase rate (including any promotional rate for	
on the fee	foreign purchase transactions that may apply to you at the time)	

Cash transaction fee	3.00% of the amount	When you or an additional cardholder carry out a cash
	of a cash transaction	transaction (except a money transfer)
	or £3 (whichever is	
	higher)	
Interest we charge	Interest is charged at the cash rate	
on the fee		

Foreign cash transaction fee	2.99% of the value of the transaction in pounds sterling (£)*	When you or an additional cardholder carry out a cash transaction abroad or transaction in the UK not in pounds sterling (f)
		This is on top of any cash transaction charge, above. For example, a cash transaction in euro will have two charges: a charge for withdrawing cash and a charge for a transaction not in pounds sterling (£)
Interest we charge on the fee	Interest is charged at the cash rate (including any promotional rate for foreign cash transactions that may apply to you at the time)	

Money transfer fee	3.00% of the amount	When you ask us to carry out a money transfer
	transferred or £3	
	(whichever is higher)	
Interest we charge	Interest is charged at the cash rate (including any promotional rate for money	
on the fee	transfer transactions that may apply to you at the time)	

Section C. Balance transfer fees		
Type of fee	Amount	When does the fee apply?
_	[X] of the balance transferred within [X] days of opening the account or N/A	When you carry out an introductory balance transfer on opening your account, if you were eligible for an introductory offer when you applied for your card or N/A
Interest we charge on the fee	[X]% interest for the first [X] months.  After that, interest is charged at the balance transfer rate (including any introductory rate that applies at the time) or N/A	

Promotional	A fixed amount or a	When you carry out a balance transfer under the terms
balance	percentage of the	of any balance transfer promotional offer
transfer fee	amount to be	
	transferred, depending	
	on the promotional	
	offer	
Interest we charge	Interest is charged at the balance transfer rate (including any promotional rate	
on the fee	for balance transfers that may apply to you at the time)	

# \*Foreign transaction fees

If you or an additional cardholder make a foreign purchase transaction or foreign cash transaction, the exchange rate used to work out the pounds sterling (f) value of the transaction will be set by the card scheme operator (for example Visa), on the date the transaction is processed.

#### Promotional offers

During this agreement, we may make you promotional offers that give you special fees on certain types of transaction (such as no fees or reduced fees from those set out above) for the period shown in the promotional offer. This may be in addition to any promotional rate we offer you. We'll let you know if you're eligible for a promotional offer and tell you about its terms and conditions.

#### Changes to the fees we charge

We can change the fees we charge from time to time. See paragraph B22 for details of when and how we can do this.

# Charges if you break this agreement in other ways

We may charge you for reasonable costs or losses we suffer that are directly due to you breaking the agreement. This means we'll charge you legal fees we have to pay if we have to take action to recover any amounts you've not paid us under the agreement.

The losses and costs we may charge you for, will depend on the action we take because you have broken the agreement and our costs for taking that action at the time.

#### When charges are payable

If we suffer any losses or costs because you have broken the agreement, we'll tell you. You must pay them without delay.

#### A8 When can we change the interest rates?

## Reasons we can change interest rates

We won't change any interest rates that apply during an introductory or promotional offer period (subject to our right to remove these rates if you miss two minimum payments).

We may change the standard interest rates we charge from time to time, for the following reasons, to reflect:

- a change in how much it costs us to fund the credit we give our customers. This could be changes in interest rates we have to pay or changes to the Bank of England base rate
- a change beyond our reasonable control in what it costs us to run your account, including changes in technology we use
- a change in legal or regulatory requirements or in any code of practice affecting our business, or to respond to a decision by a court, ombudsman or regulator
- a change to the features of your account or card or how they work, which includes how we charge for providing them
- a change in our assessment of your ability to pay what you owe us on time. This may be because we think you are more or less likely to be able to borrow and repay us on time. Things that may affect our assessment of you include:
  - o whether you've been more than 5 days late in making any payment, or missed payments you were due to make under this agreement at least twice in the previous 12 months
  - o any change in your credit score whether it has got better or worse
  - o any information we get from credit-reference agencies on how you are managing your finances.

As the agreement may last a long time, we may also need to make changes to interest rates for other reasons not stated in it. If we do, we'll tell you about the reason at the time.

If we do make a change, we'll make sure it's a reasonable and proportionate response to a change that's affecting us, or that we reasonably think will affect us.

# How we'll tell you about the changes

We'll give you at least 30 days' notice if we're going to increase interest rates. If we decrease your interest rates, we'll tell you before the change happens.

#### Your rights on interest-rate increases

If we tell you your interest rates are increasing, you'll have 60 days from the date you receive the notice to tell us that you don't agree to the increase. If you do this, the increase will not apply to you, but:

- you and any additional cardholder won't be able to make any more transactions on your or their card
- you must cancel any continuous payment authorities you have set up to let someone else take regular payments from your account
- you must repay any money you owe us under the agreement within a reasonable time, and
- the agreement will end, and your account will be closed when you have repaid all the money you owe us.

#### Information about credit intermediaries

When you applied for your card, you may have been introduced to us by a credit intermediary, which is a company that helps people access credit by introducing them to potential lenders.

You can find details of the credit intermediary that may have introduced you to us in the list at: https://www.vanquis.co.uk/vanquis-bank-legal-info/credit-intermediaries.

We'll normally pay a fixed fee to that intermediary. This may vary depending on the type of credit card product we approved you for. We recover the amount we pay to intermediaries through our card products (as a whole) like any other business cost. If you want to know more, please ask us or the intermediary.

Signed for and on behalf of Vanquis Bank Limited:	
Signature of Cardholder:	

By signing this agreement, you agree to these **key terms** and the **additional terms**.





# Vanquis Credit Card Terms and Conditions

(Part B – Additional terms)

Effective from 28 March 2024

Regulated by the Consumer Credit Act 1974

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

#### Part B - Additional terms

The table below gives you a summary of what the sections in these **additional terms** cover. This is to help you find the information you need, when you need it.

# How we provide your card, and the transactions you can make with it

B1 to B5

This section covers:

- how we provide your card to you and any additional cardholder
- the types of transaction you can use it for
- the transaction limits that may apply, and
- how you and we can manage your credit limit.

# Your rights under this agreement

B6 to B7

This section gives you information about your rights under the agreement – such as your right to withdraw or to make claims for faulty goods and services you paid for on your card.

# How we'll communicate with you

B8 to B10

This section explains:

- how we'll communicate with you including monthly statements we'll give you, and
- what you need to tell us if your contact details change.

#### Making payments to us

B11 to B12

This section says:

- how you must make repayments to us, and
- how we'll use and apply the repayments to your account.

# Making payments using your card, refunds for incorrect or unauthorised payments, and keeping your card and account safe

B13 to B20

This section explains:

- how you can give us instructions for making payments using your card and security details, and
- what happens if a transaction isn't carried out correctly or if there are unauthorised or fraudulent transactions on your account.

There is also important information about:

- how to keep your account safe, and
- how to contact us if your card or security details have been lost, stolen or misused.

#### Changes we can make during this agreement

B21 to B25

This section shows how and when we can make changes to the agreement, including changes to your minimum payment, our fees and charges and the other terms of the agreement

See A8 in Part A for details of when we can change the interest rates we charge.

#### Ending this agreement, and how to make a complaint

B26 to B27

This section explains:

- how and when you or we can end the agreement
- if you're not happy with our service, how you can make a complaint to us, and
- your right to complain to the Financial Ombudsman Service if we can't resolve it.

#### General terms

B28 to B32

This section includes things like:

- our right to transfer the agreement to someone else
- the law that applies to the agreement, and
- where you can find information about how we'll use and look after your data and information.

# How we provide your card, and the transactions you can make with it

# B1 How do we provide you with credit?

We provide you with credit by letting you use your card and security details to carry out transactions on your card, up to the amount of your credit limit. The types of transaction you can make with your card are listed in paragraph B3.

When we've opened your account, we'll send you a card and personal identification number ('PIN'). We'll include instructions for how to activate your card, and how you can change your PIN.

#### What are my security details?

This is the information we give you or that you set up, which is personal to you, and which you use to authorise payments and access information about your account. This may include your PIN, one-time passwords, and your username and password for logging into Vanquis Online Banking or the App; and your biometric information, such as your fingerprint or face recognition.

#### B2 Additional cardholders

If you ask us, we may agree to send a card and PIN to an additional cardholder, subject to your account and the additional cardholder meeting our eligibility requirements and identity checks. You'll need to give us the additional cardholder's personal details, but you must ask them before you do this. The additional cardholder must be at least 18 years old and be a United Kingdom resident.

The additional cardholder can use the card and their security details to make the types of transaction they're allowed to carry out, listed in paragraph B3. Any transactions they make will be charged to your account, along with any interest and fees we charge on them, so you'll be responsible for repaying those.

We don't have an agreement with the additional cardholder, so we can't give them any information about your account. This also means you're responsible for the way they use the card, including making sure they don't use it in a way that would break this agreement. For example, if the additional cardholder makes a transaction that takes your account over your credit limit, you'll be responsible for repaying any amounts owed above the credit limit.

You can ask us to cancel an additional card at any time, but you'll be responsible for its use until the card is cancelled and ensuring the card is safely destroyed.

#### B3 What types of transaction can you make using your card?

The types of transaction you or an additional cardholder can make listed in the table below. Remember you must make sure any transactions that you or an additional cardholder make don't go over your credit limit.

These can be:  • one-off payments to a retailer selling the goods and services you're buying
using your card, or
• regular payments a retailer takes from your card under a permission you've given them (such as a continuous payment authority) to pay for ongoing services, such as to pay a subscription to a magazine or streaming service.
ransactions?
cardholder.
Taking cash from a cash machine or from a bank or building society that accepts cards with the scheme badge shown on your card (for example, VISA).
Carrying out non-sterling cash transactions (that means transactions in a currency that isn't in British pounds), in the UK, or taking money out from a cash machine or a financial institution outside the UK.
Making a payment to purchase foreign currency or travellers' cheques.
ransactions?
cardholder.
Asking us to transfer money to your personal bank account as a one-off payment or on a regular basis for a fixed or open-ended period.
ransactions?
ardholders can't carry out money transfers.
Transferring a balance from a credit card with another provider to your Vanquis credit card, which will pay off some or all of the balance you owe on the other card.
ransactions?
ardholders can't make balance transfers.

#### Types of transaction you can't carry out using your card

What it covers

Type of transaction

Purchase transactions

Your card, and any card issued to an additional cardholder, is for personal use only. You and an additional cardholder must not use the card for business purposes, any illegal purpose, or any of the following types of transaction:

- Gambling transactions paying to take part in any form of gambling such as gaming, betting or buying goods or services (such as drinks) at a gambling establishment, like a casino.
- **Digital currencies** purchasing crypto-currencies and other types of digital currency, like Bitcoin.

You must not pay us more than the full amount you owe us, which would put your account in credit. If you do, we may suspend your card under paragraph B18 and issue a credit balance refund via BACS or cheque.

#### **B4** Transaction limits

# Daily cash limit

If you or an additional cardholder use the card to withdraw cash, we can limit the amount you and an additional cardholder (between you) can withdraw on any day. This is known as your **daily cash limit**. We may also limit the number of withdrawals you can make. If such limits apply, we will tell you.

If you have a contactless card, this will also have a maximum contactless limit.

#### Cash transaction limit

We may set limits on the number of cash transactions you can make in a day and limit the amount of your cash transactions to a certain percentage of your overall credit limit, known as your cash limit. By cash

limit we mean the limit on the value of transactions included in your cash transaction balance (which includes cash withdrawals, foreign currency transactions, including purchase of foreign currency and money transfers). Your cash limit may not be the same as your credit limit. We'll let you know any cash limits that apply.

#### Other transaction limits

We may apply a limit to the amount of your balance, which can be made up of balance transfers or money transfers. We'll tell you what these limits are when you request a balance transfer or money transfer transaction.

## B5 Managing your credit limit

# Increases to your credit limit

We may tell you that an increase to your credit limit is available to you from time to time. We'll give you 30 days' notice before we increase your credit limit, unless:

- we've offered you an increase and you accept it at the time, or
- you yourself have asked us for an increase (and we agree to it), and

you've told us you want the increase to apply straightaway.

If we've given you notice of an increase, you can contact us to tell us you want to reject it. If you do, the increase won't apply to you.

You can choose whether you want to allow us to increase the credit limit on your account. We won't increase, or offer to increase, your credit limit if:

- you've told us you don't want to receive offers of increases or future increases in your credit limit, or
- you've told us, or we have information showing, you are in financial difficulty

In some cases, such as in an emergency (for example you tell us you're stranded abroad), we may allow an increase to your credit limit for a short time and for an amount that we tell you. If we do this, we'll return your limit to its previous level at the end of that time. You must then make sure you repay any amounts you owe above the credit limit once we've returned it to that level.

# Reducing your credit limit

You can ask us to reduce your credit limit at any time. But we won't ever reduce it below the amount you owe us, plus any transactions authorised but not yet charged to your account.

If we reduce your credit limit, we'll normally give you notice before we do, unless we think this wouldn't be appropriate, for example because we reduce your limit based on an assessment of risk of your ability to repay. If we do this, we'll tell you about it afterwards.

#### Your rights under this agreement

# B6 Your right to withdraw from this agreement if you change your mind

You can withdraw from this agreement without giving us a reason within 14 days starting from the later of:

- the day after the agreement is made
- the day after you receive a copy of the signed agreement

and ending 14 days after that date. The agreement is made on the day you and we both sign it.

To withdraw, please write to us at Vanquis Cards, Customer Service, P.O. Box 399, Chatham, ME4 4WQ or call us on 0330 099 3000.

If you withdraw, you'll have to repay us the full amount of credit you have used on your account, plus interest (at the interest rates stated in paragraph A3 of the **key terms**) up to the date you repay us. You need to pay this without delay and, at the latest, within 30 calendar days after telling us you want to with draw. If you ask us, we'll tell you the amount interest payable per day.

#### You can pay in two ways:

- By bank transfer to the following account:
  - o account name Vanquis Bank
  - o account number 00000001
  - o sort code 60-95-94
- By debit card call us on 0330 099 3000.

Please state the long number on the front of your card as a payment reference when you make the payment.

# B7 How can you make claims for unsatisfactory goods or services bought with your card?

If you buy any goods or services that cost between £100 and £30,000 using your card or security details, you may have right to claim against us as well as (or instead of) the supplier of the goods or services. That right could apply if the goods you bought were faulty or unsatisfactory – for example, if they didn't arrive, they were damaged or they weren't as the supplier described them. However, this doesn't apply to transactions made by an additional cardholder.

## How we'll communicate with you

#### **B8** Monthly statements

Unless there's no money owing on your account, we'll send you a statement each month there's been activity on it.

If you've agreed for us to do so, we'll provide the statement to you each month online, in Vanquis Online Banking or the Vanquis App (or both). If you're not using these services or you don't agree to receive your statements in this way, we'll send you the statement by post. You can change your preferences to receive statements online in Vanquis Online Banking or the Vanquis App (or both). If you choose to receive them online, you should print or save a copy.

In your statement, we may also include other notices we must give you by law. These could be about things like missed payments, default fees we've added to your account or notice about a change we need to make to the agreement.

You should check the information in your statements carefully. If you think anything shown in them is incorrect, you must tell us as soon as possible by contacting our customer services department on 0330 099 3000.

#### B9 Things you need to tell us

We'll sometimes need to contact you about your account and your relationship with us. So it's really important you keep your contact details up to date. You confirm that all the information you gave us in your application for your card is true, correct, and complete at the date you made your application.

You must tell us as soon as you can if any of the following things happen:

- You change your name or address.
- You change your landline number, mobile number or email address.
- You move outside the UK.
- Your financial circumstances change.

You must also tell us about any changes to an additional cardholder's personal details or if they move outside the UK.

You can tell us about any changes by calling our customer services department on 0330 099 3000 or writing to us at Vanquis Cards, Customer Service, P.O. Box 399, Chatham, ME4 4WQ. If you don't, we won't be responsible if you don't get information or notices from us.

If you're living outside the UK, or you ask us to write to you at a business address (such as a P.O. Box correspondence address or an address outside the UK), we may end this agreement and close your account. If we do, we'll give you notice under paragraph B26.

You should also tell us if you haven't received your statement, or you think something in it is wrong. You must contact us immediately if your card or security details are lost, stolen or misused. See paragraph B18 for more information.

#### B10 How we'll communicate with you

Any notice we give you under this agreement will be in writing. This includes any of the ways we can send electronic communications to you below. We'll use the most recent postal address or email address you've given us.

# Electronic legal communications

By entering into the agreement, you agree that we can contact you by email:

- at the email address you gave us during your application, or
- at a different email address you tell us about after the agreement is made.

You also agree that we can send you:

- copies of your signed agreement and pre-contract information and notices we are required to send you under the Consumer Credit Act 1974 (such as monthly statements and arrears notices), and
- any other notices we need to give you under the agreement.

in an email, and/or by attaching documents to an email such as PDF and Word formats, or by posting documents in a PDF format in the secure area linked to your account, on Vanquis Online Banking or the Vanquis App. If we post documents to Vanquis Online Banking or the App, we'll also send you an email to let you know they are there, and you'll be able to print and download them.

# Making payments to us

#### B11 How to make your repayments to us

You must make all payments to us in UK British pounds sterling from a UK bank or building society account, including cheques. You can choose to make your repayments by setting up a Direct Debit or giving us your card details under a continuous payment authority (see below).

If you make a payment by cheque, it must be made payable to 'Vanquis Bank' followed by the number of your Vanquis Visa Card account number (the long number shown on the front of your card). Your name and account number should be written on the back.

#### Paying by continuous payment authority

If you choose to make payments to us by setting up a continuous payment authority ('CPA'), this means you give us your debit card details and agree we can use them to take regular payments from your bank account to pay us the money you owe under the agreement.

#### How you can set the amount we take under the CPA

You can set the amount you want us to take from your bank account. You can set:

- a fixed amount, for example £25
- a variable amount, so the amount we take will change each month for example, the amount of your minimum payment due or the full balance you owe us each month, or
- a combination of the two for example, your minimum payment plus £25.

If you choose a fixed amount, and it's more than the full balance you owe us, we'll only take up to the balance you owe us. Or, if the fixed amount isn't enough to pay your minimum payment, you'll need to pay the remaining amount due in another way to make sure you're still paying your minimum payment in full. (See details below of other ways you can make payments to us.)

## How you can set the date and how often we take payments under the CPA

You set how often we take the payments, and you choose the date we take them. You can choose a fixed date in the month, or the payment due date.

- If you choose a fixed date in the month, we'll take the payment on the same date each month. But if the month doesn't have the same fixed date in that month (for example, if you choose the 31st of the month, but the month only has 30 days in it), we'll take the payment on the first day of the next month. You'll need to set the fixed date to make sure your payment reaches us by your payment due date.
- If you choose the payment due date, the date will normally fall around 25 days after the statement date in each month.

# What happens if there isn't enough money in your account?

If we can't take the payment on the date you've set because there isn't enough money in your account, we may try once more within the next 7 days. If we're still unable to take the payment, we'll treat the CPA as cancelled. If you're having difficulty making your minimum payments, please see paragraph A6 in Part A for details about missing payments and how you can contact us to help you.

We'll only use your card details to collect an amount different to the payment amount you have set if we have agreed this with you first.

#### How you can cancel the CPA

You can cancel your CPA at any time by contacting our customer service department on 0330 099 3000 or telling the bank or building society you have your account with.

If you cancel the CPA, or if we treat it as cancelled because we can't take your payment, you'll still need to pay us at least your minimum payment by the payment due date each month. So you'll need to contact us to arrange another way to pay, or set up a new CPA.

#### Other ways you can pay us

You can find other ways of making payments to us under the agreement at: <u>www.vanquis.co.uk/faq</u> or on the back of your statement.

#### B12 How do we apply your payments?

We'll apply a payment to your account when we receive it and it will reduce the balance you owe on your account straightaway. But if you pay by cheque, we'll need to wait until the cheque has cleared before applying the payment to your account. You should allow 7 working days for it to clear.

We apply your payments in a certain order if the amount you pay in a month is less than the full amount you owe. The table below shows the order we'll apply your payments.

Order	What we apply the payment to
1st	To any overdue amounts (late or missing payments) you haven't paid us from previous
	statements.
2nd	To your main statement balance (the balance shown on your last statement), which includes your purchase balance, cash balance, and balance transfers, including interest and any fees or charges applied.
3rd	To any recent transactions, fees and charges that are not yet included on your statement.

In each case, we apply payments first to the part of your balance that we charge the highest interest rate on, then to parts of your balance with lower rates in reducing-interest-rate order. If parts of your balance are charged at the same interest rate, we'll apply the payment to the oldest amount first. We'll always pay off interest and charges first.

Making payments using your card, refunds for incorrect or unauthorised payments, and keeping your card and account safe

#### B13 How do you authorise transactions?

You or an additional cardholder will need to authorise a transaction before we can charge it to your account, by:

- inserting your card into a card reader or cash machine and entering your PIN
- tapping the card on the terminal for contactless payments, or
- providing certain card details for payments made online or by phone.

We also need to check that the payment request has come from you or an additional cardholder by asking you to confirm your security details. You can do this by:

- providing the information we request (which may include your PIN, one-time passwords, and your username and password for logging into Vanquis Online Banking or the Vanquis App)
- following procedures we'll explain (such as using the fingerprint or facial-recognition tools on your device).

You can also register your card details on a digital wallet on your device. Once you've added your card, you can use the Apple Pay™ mobile payment solution or Google Pay™ mobile payment solution to make purchase transactions by:

- holding your device near a contactless card reader or payment terminal, or
- using your card details stored in your Apple Pay digital wallet or Google Pay digital wallet to make a purchase online.

However, additional cardholders cannot register their card for digital wallets.

We'll tell you about any other steps you need to take to authorise a payment, or other ways that become available, for example due to developments in technology.

#### Purchase transactions

When we receive details of the transaction, we'll debit your account with the value of all purchase transactions you make with your card or its security details, including card details in a digital wallet on your device.

#### B14 Transferring money to another bank account

This section applies when you want to send money to another bank account, such as:

- when you authorise us to make a money transfer to your personal bank account
- when you authorise us to make a balance transfer, and we need to transfer money from your account to another credit card provider to pay off some or all of what you owe them, or
- if you've made a payment that puts your account in credit, and we transfer the credit balance to your personal bank account

#### How will the money be transferred?

# What you'll need to tell us about the account you want the money to go to so we can make the transfer

- Sort code and account number.
- The name the account is in.
- The date you want us to send the money.

# When you can give us your instructions

You can give us your instructions at any time, but for us to receive and process the instruction on the same day, you'll need to give us your instructions before 3pm on a working day.

## When the money will reach the account you're paying

By the end of the next working day.

Or, if you give us your instructions after 3pm on a working day or at any time on a non-working day, the money will arrive on the next working day.

#### If you've told us to make the transfer on a future date

The money will arrive in the account you're paying on that date, or if that day's not a working day, on the next working day.

#### What happens if you've given us the wrong details

You need to carefully check that the information you give us is correct about the account you want to send the money to. If you give us the wrong account details, we may send a payment to the wrong account. If you ask us to, we'll try to help you recover the money. However, we may charge you for doing so.

#### B15 Can you cancel payments you've authorised?

# Transactions you can cancel

It may be that you authorise a transaction to be carried out on a future date, for example:

- you give a retailer a continuous payment authority to take regular future payments from your account,
- you authorise us to carry out a money transfer on a date in the future.

If so, you can cancel the transaction if you contact us no later than 3pm on the working day before it is due to occur. You should also contact the person you were making the payment to, to tell them you've cancelled it.

#### Transactions you can't cancel

You can't cancel any other type of transaction after you or any additional cardholder have authorised it. For example, you can't cancel a cash withdrawal or a purchase transaction if the retailer has provided the goods or services at the time of payment.

#### B16 What happens if your payment is made incorrectly?

If you have authorised a money transfer or a balance transfer and you've given us the correct payment details, let us know straightaway if any of the following things happen:

- We don't make the payment.
- We send more, or less money than you asked us to.
- We send the money to the wrong account.

As soon as we can, we'll refund the transaction and any interest, fees or charges you have to pay as a result of it. This includes if you are using a third-party provider ('TPP') who instructed the payment – see paragraph B20 for more about TPPs.

If we're late making a payment, you can ask us to make sure the receiving account provider treats the payment as if it had been made on time.

#### Refunds for transactions of an amount you haven't agreed

We may be able to refund a payment if you didn't agree to the actual amount and it was higher than you reasonably thought it would be. An example would be if you authorised a hotel to charge a bill to your card, but you didn't know how much it would be until you checked out.

You'll need to ask for a refund within 8 weeks of the payment being taken from your account and give us information we may reasonably need to look into it. If you're entitled to a refund, we'll pay it within 10 working days of your request, or from receiving any information we ask you for.

#### B17 When can we refuse a transaction or stop you using your card?

We may refuse to carry out a transaction if it would mean you would break this agreement or there's a risk you would, such as:

- you've already gone over your credit limit or daily cash limit
- you would go over your credit limit or daily cash limit if the transaction went ahead, or

• the transaction appears unusual compared to how you or any additional cardholder normally use the card.

We may also (if we reasonably think it's necessary):

- refuse to carry out a transaction
- put a temporary or permanent stop on you or any additional cardholder using the card or its security details (including card details in digital wallets on your device)
- restrict or suspend the procedures for making money transfers through the Vanquis App,

for any of the following reasons:

- o We reasonably think there's fraud or other unlawful things happening on your account.
- o We might otherwise break the law, a regulation, a code or other duty that applies to us.
- o We believe we have to do so in order to keep your account or card secure.
- o We believe it is necessary for your and our protection as we reasonably suspect the payment you want to make is a scam or your card may be being used in an unauthorised way.
- o We believe there's a significant increased risk that you won't be able to repay what you owe us.
- o You've told us the card is lost or stolen or someone else knows the security details.
- o We believe that information you gave us in your application is untrue, or we've asked you to give us information and you have not done so.
- o There's a credit balance on your account.
- o We're unable to contact you after making reasonable attempts.
- o You or we have given notice to end the agreement under paragraph B26.

#### Persistent debt

We can also refuse to carry out transactions or stop you using your card or its security details temporarily or permanently if:

- you've been in 'persistent debt' for a period of 36 months. This means you've paid more interest, fees and charges than the amount you've repaid, and
- during that time the amount you owe us has always been more than £200; and
- we've contacted you with options to increase the amount you're repaying so you can repay what you owe more quickly, and you haven't got back to us.

#### How will we tell you about refused transactions or putting a stop on your card?

It may be that we refuse to carry out a balance transfer or money transfer (including if we restrict or suspend the procedures for making money transfers through the Vanquis App), or we put a permanent or temporary stop on your card. If so, we'll try to tell you before we do this (including why we're refusing) unless it would compromise our reasonable security measures or it's unlawful to do so. If we're unable to tell you or make information available to you in advance, we'll tell you immediately afterwards.

For other types of transactions, you'll know we've refused a transaction if a retailer asks you to pay by another way because the payment is declined, or a cash machine will not give you any cash. You can contact us to ask us why. We'll tell you the reasons if the law allows us to.

#### B18 What happens if your card is lost or stolen or misused?

You must call us straightaway if you're concerned about the security of your card or account, for example if:

- you think someone else knows your PIN, personal security details for logging into Vanquis Online Banking or the Vanquis App, or has access to your device if you're using Apple Pay or Google Pay
- you or an additional cardholder lose the card or think it's been stolen, or
- you think someone has carried out transactions on your account which you or an additional cardholder haven't authorised, or they may try to (we call these unauthorised transactions).

Report theft, loss or misuse of your card to us immediately by calling us on: **0800 793 9003 or** +44 161 444 4495 if you're calling from outside the UK.

You can also send us a secure message in the Vanquis App.

If we become aware of any fraud or security threats that have happened or we think may happen, we'll try to contact you using the telephone number we have for you, or by sending you a text message, email or message on the Vanquis App. We'll tell you the details about the fraud or security threats if the law allows us to.

#### Refunds for unauthorised transactions

We'll investigate and let you know what we find. You may be entitled to a refund.

#### When we'll refund you

We'll refund you if our investigation shows someone has made unauthorised transactions on your or an additional cardholder's card. This will always apply when:

- the card or security details are misused before you or an additional cardholder received the card, or
- the card or security details are misused to carry out a transaction that isn't face to face in other words, where you or an additional cardholder don't need to be present (for example, buying goods online or over the telephone).

#### What we'll refund

We'll refund any transactions made on your account plus any interest or fees we've charged on it.

#### When we may not refund you

Until you've reported the theft, loss or misuse of your card to us, we won't refund you for:

- the first £35 of any losses caused by the misuse of the card, and
- any transactions caused by the misuse of the card by someone who had the card or your security details with your or an additional cardholder's consent (for example, you or an additional cardholder let them use it or told them the PIN or security details).

If we ask you to, you must help us with our investigations and with any action we take against whoever withdrew the money without your permission. We may need you to co-operate with us and the police.

#### B19 What do you need to do to keep your card and account safe?

Here are some steps you or an additional cardholder need to take to keep your card and security details safe:

- Sign the card as soon as you get it.
- Keep the card safe and secure, such as keeping it in a zipped bag or purse when carrying it.
- Keep secret any PIN, usernames and passwords, one-time passcodes, and other security details for logging into Vanquis Online Banking or the Vanquis App. Don't write them down in a way that someone else may understand. If you think someone else knows or is using them without your permission, tell us as soon as you can.
- Keep your device safe and don't let anyone else use it if you use Apple Pay or Google Pay.
- Don't change your PIN to something that's easy to guess.
- Don't allow anyone else to use your card or security details (except a third-party provider you've agreed to receive services from see paragraph B20 for information about this).
- Let us know if you don't receive something you were expecting from us (such as a new card or security details or your statement).
- Check the transactions on your account and tell us straightaway if there's anything you weren't expecting, or you don't recognise. You can view your transactions on your statements or in Vanquis Online Banking or the Vanquis App.

Remember, we'll never ask you to tell us your full security details. If someone asks you to do this, they may be a fraudster.

#### B20 Using third-party providers to make payments

You may want to use services provided by a third-party payment service provider through an app or web service. They can do things like letting you see information about your online payment accounts (with banks, building societies and other credit card providers) all in one place. They may also be able to make payments from these accounts on your behalf. We call these third-party providers ('TPPs'). If you want to use a TPP for your card with us, you'll need to give the TPP permission for them to do these activities on your account.

If you give your security details to a TPP, and we receive instructions from them to access information about your account or to make a payment, we'll assume it's you that's allowing them to do this. This means we'll treat a request or instruction from them in the same way we would as if it were you. So you'll be responsible for any payments they make.

We may refuse a TPP access to your account if we reasonably think (based on evidence) that you haven't authorised a TPP to access or make payments on your account, or that the TPP is fraudulently doing so. If possible, we'll tell you if we refuse a TPP access before we do so; or, if not, immediately after, unless this would compromise our reasonable security measures or it's unlawful to do so.

## Changes we can make during this agreement

As this agreement may last years, we may need to make changes to it from time to time. Paragraphs B21 to B25 set out how and when we can do this. But remember, please see paragraph A8 of Part A for details of how and when we can change our interest rates.

# B21 When can we change your minimum payment?

The minimum payment you need to pay each month will depend on your account balance. Please see paragraph A6 of the **key terms** for a reminder of how we work out and set your minimum payment. We may change the way we work out and set your minimum payment for the following reasons:

- A change in legal or regulatory requirements or in any code of practice affecting our business.
- To respond to a decision by a court, ombudsman or regulator.
- A change we've made to interest rates or fees we charge you under this agreement, for example to make sure your minimum payment pays off enough of your account balance, as well as the interest and charges included in your minimum payment.
- To reflect good industry practice in banking and financial services in providing your account.

We can also increase or reduce your minimum payment including by changing the way we work it out and set it under paragraph A6 of the **key terms** or setting it to a fixed amount, if:

- we've put in place a payment arrangement with you to help you repay missing payments or other amounts you owe us, but you haven't paid when they are due, or
- we consider you're in persistent debt or are at risk of falling into persistent debt.

Persistent debt means you've paid more in interest fees, and charges than the amount you've repaid over a period of 36 months.

If we do make a change to how we work out and set your minimum payment for any of the reasons above, we'll give you 30 days' notice.

# B22 When can we make changes to our fees and charges?

We may change our fees and charges under paragraph A7 of Part A from time to time, including to introduce new fees, for the following reasons:

- To respond to a change beyond our reasonable control in how much it costs us to supply the service that the fee covers.
- To reflect how much it costs to provide new services or account features we introduce that we make available to you, including changes in technology we use.

- To respond to a change in legal or regulatory requirements or in any code of practice affecting our business.
- To respond to a decision by a court, ombudsman or regulator.

We may also make changes to default fees listed in paragraph A7 of Part A to reflect a change in our costs or losses that we reasonably expect to suffer because of your breach of this agreement which causes us to charge the default fee.

# How will we tell you about the changes to fees?

We'll give you 30 days' notice of any increase to an existing fee or charge, or introduction of a new servicing fee. If we reduce or remove an existing fee, we'll tell you about it before we make the change.

## B23 What changes can we make to your card?

We may need to replace your card with a new card, for example when your current card is about to expire or is wearing out, or to replace a lost or stolen card.

We may also offer you an upgrade to your account and replace your card with a new card to give you extra benefits. It may have different features from your existing card, including a different number, branding or card scheme. We'll tell you the terms of any upgrade and amend the terms of this agreement to reflect the change from the upgrade date.

Remember that if you have a continuous payment authority (CPA) on your card to make regular payments from your card to another person or business – such as to pay a retailer for goods and services they're providing – you may need to tell them we've changed your account number or card number, so they can continue taking the payments under the CPA.

#### B24 When can we change other terms of this agreement?

We may change any of the other terms of this agreement for any one or more of the following reasons:

- To reflect a change beyond our reasonable control in how the card schemes we use (such as Visa) work.
- To be able to offer new services or features on your account.
- To reflect changes in the technology we use.
- To reflect changes in the requirements for preventing fraud and in payment methods we use for receiving and collecting your payments or other amounts you owe us under the agreement.
- To reflect changes to our systems for running our business that are beyond our reasonable control, and improvements to them.
- To reflect a change beyond our reasonable control of how much it costs for us to supply the services we provide to you.
- To reflect a change in legal or regulatory requirements or in any code of practice affecting our business, or to respond to a decision by a court, ombudsman or regulator.
- To make the agreement clearer, fairer or easier to understand.
- To correct mistakes.
- If the change is to your benefit.

# How will we tell you about changes we make to this agreement?

If we make a change to the agreement, we'll give you at least 30 days' notice. If the change is to your benefit, we'll tell you about it before we make the change.

#### B25 Other reasons we can make changes

As this agreement may last a number of years, we may also need to make changes to its terms (including to change or introduce a fee) for other reasons not set out in the agreement. If we do, we'll tell you about the reason at the time and give you at least 30 days' notice.

If we do make any changes under the agreement, we'll make sure it's a reasonable and proportionate response to a change that's affecting us, or that we reasonably think will affect us.

If you want to end the agreement because of one of the changes we make, you can do so by calling us on 0330 099 3000 or write to us. If you decide you want to close your account after the changes take place, the changes will still apply until the agreement ends and you've repaid the full balance you owe.

#### Ending this agreement, and how to make a complaint

#### B26 How and when can this agreement end?

## By giving notice at any time

If you want to end this agreement, you can give us notice at any time. You can do this by contacting our customer services department on 0330 099 3000 or writing to us at: Vanquis Cards, Customer Service, P.O. Box 399, Chatham, ME4 4WQ.

We may end the agreement at any time by giving you two months' notice before we do. We'll write to tell you.

# If you break this agreement

We may end the agreement if you seriously or regularly break its terms in the following ways, or in any other way:

- You don't pay your minimum payments on time, or you keep going over your credit limit.
- You gave us wrong or misleading information in your application when you took out your card.
- You don't keep your contact details up to date and we're unable to contact you.
- You behave in a threatening or abusive way to our staff.

We'll give you notice before we do anything and give you a chance to fix the problem if that's possible.

#### Other reasons we can end this agreement

We can also end the agreement immediately (after giving you 2 months' notice) if we can't continue the agreement because any of the following things happen:

- You die.
- You become bankrupt, or a debt-relief order or other type of personal insolvency order is made against you, or you enter into an individual voluntary arrangement with people you owe money to.
- We think that continuing to provide your account would break the law or regulatory requirements that apply to us.
- We're legally required to.
- We reasonably believe it is necessary to prevent fraud or unauthorised access on your account, or we suspect you have used or are using the account in connection with illegal or fraudulent activity.
- We reasonably believe it's necessary to manage our financial crime risk.
- You're no longer a UK resident.
- We've put a permanent stop on your card under paragraph B17.

#### What happens if you or we end this agreement?

If you or we have given notice to end the agreement:

- you and any additional cardholder must stop using the card or security details to carry out further transactions
- you must repay all the money you owe us straightaway, and
- you should cancel any continuous payment authorities you've given someone to take regular payments from your account.

If your account is in credit when the agreement ends, we'll issue a credit balance refund via BACS payment, or if this is not suitable, via a cheque. You will also have the option to donate the credit balance to charity.

If you don't repay us all the money you owe, we may take further action, such as:

- reporting a default to credit-reference agencies, which could affect your credit file and make it more difficult for you to get credit in the future
- taking legal action to get back what you owe us. In extreme circumstances, this could lead to a bankruptcy order being made against you
- requiring you to pay our reasonable costs and expenses for the action we take to get back what you owe us, or
- selling the debt you owe us to another business.

Even if the agreement has ended, its terms will continue until you've repaid us everything you owe.

# B27 How to make a complaint

If you have a complaint about the service you have received, please let us know. We'll try to resolve your concerns as quickly as possible. You can make a complaint by:

• calling us on 0330 099 3129.

Or you can send us an email or letter. Please confirm your name, date of birth, home address, and send your message by:

- email to customer.relations@vanquisbank.co.uk, or
- post to Vanquis Cards, Customer Relations Team, Freepost RSBJ-HULA-XLGG, P.O. Box 399, Chatham, ME4 4WQ.

We'll deal with your complaint in line with our complaints procedure. You can ask us for details or see it via the 'Complaints – Our Procedure' page of the Vanquis website, www.vanquis.co.uk/complaints/our-procedure.

If you aren't happy with how we resolve your complaint, you have the right to complain to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent organisation that helps resolve complaints between consumers and financial services businesses. You can find out more information at www.financial-ombudsman.org.uk.

In our response to your complaint, we'll tell you about any deadlines you have to contact the Financial Ombudsman Service. You can contact the Financial Ombudsman Service at:

- Financial Ombudsman Service, Exchange Tower, London E14 9SR
- 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)
- complaint.info@financial-ombudsman.org.co.uk, or
- www.financial-ombudsman.org.uk.

You can complain to the Financial Ombudsman Service only after you have first put it to us.

#### General terms

#### B28 Limits to our liability

We aren't liable if you suffer any losses or costs because of events beyond our reasonable control. This may be because something happens that we didn't expect, and we couldn't fulfil our responsibilities under this agreement.

Examples include:

- technical failures in the payment systems we use
- situations when we have to follow the law
- because of fire, flood, strike action, war or conflict, failures of energy supply, or pandemic.

We won't be liable to you for any:

- loss of profit, or
- damage to your reputation,

because we have disclosed information about you in good faith under reporting obligations we owe to credit-reference agencies, or legal or regulatory requirements that apply to us.

## B29 Can we transfer this agreement to another person?

You can't transfer this agreement or any of your rights or obligations under it to another person.

We may transfer the agreement or assign any of our rights or obligations under it at any time – for example, if our business is sold to a third party. We'll only do this if:

- the third party we're transferring or assigning it to is authorised or regulated (or both) by the Financial Conduct Authority and has the correct permissions
- we can agree a 'statement of policy' with the third party. As part of this, they will agree to treat you in a way that is no less favourable than we've treated you. This means you won't be worse off because of the change.

We may also instruct another company to carry out our responsibilities and exercise our rights under the agreement. For example, we may ask a debt-collection agent to help us get back any amounts you owe us.

# B30 What law applies to this agreement?

If you live in:

- England or Wales, English law applies to this agreement and any disputes will be handled by the courts of England and Wales
- Scotland, Scots law will apply to the agreement and any disputes will be handled by the Scottish courts
- Northern Ireland, Northern Irish law applies to the agreement and any disputes will be handled by the Northern Irish courts.

#### B31 How are we regulated?

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 221156. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974 and its address is 12 Endeavour Square, London, E20 1JN.

#### B32 Other terms

#### Choosing not to use our rights

Sometimes, we may choose not to use our rights under this agreement – for example, by choosing not to end the agreement if you break it. If we do this, it doesn't mean we won't or can't use our rights in future.

#### Invalid terms

If any term, or a part of any of the terms in the agreement is ruled by a court, ombudsman, or regulator to be invalid or unenforceable, this won't affect any of its other terms.

#### Third party rights

Other than you and us, no one else is entitled to any rights or benefits under the agreement, including any additional cardholder.

#### <u>Language</u>

We'll always contact you in English and the agreement is in English.

#### **Copies**

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

# How we use your personal information

Vanquis Bank places a high priority on how your personal data is used and protected. We strongly urge you to read our privacy notice at www.vanquis.co.uk/privacy or ask for a printed copy.

#### Call charges

Calls to 03 numbers from UK landlines and mobiles are normally included in free plan minutes if available, otherwise they cost the same as calls to 01/02 numbers. Calls to numbers beginning 0800 and 0808 are free from consumer's mobiles and landlines.

#### About us

Vanquis Bank Limited is a company registered in England & Wales with company number 2558509, with its registered office at No.1 Godwin Street, Bradford, West Yorkshire, United Kingdom, BD1 2SU. Vanquis Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is entered in the Financial Services Register under number 221156.

#### **Trademarks**

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