



CREDIT CARD AGREEMENT

REGULATED BY THE
CONSUMER CREDIT ACT
1974

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SECTION A: BASIC TERMS

A1 How do we provide you with credit?

We provide you with credit by letting you use your card and security details to carry out purchase transactions, cash transactions and balance transfers. More detail on these different types of transactions is given in Table 5 in B1. At your request, we may issue a card to an additional cardholder, in which case they will also be able to use their card and security details to carry out the same kinds of transactions, which will be charged to your account: see B4.

A2 What do you owe under this agreement?

The amount you owe us at any time is made up of:

- the amount of the transactions you and any additional cardholder have carried out; and
- the interest and any fees we have added to your account balance

less the repayments you have made.

A3 What is your credit limit?

Your credit limit is the maximum amount you are allowed to owe us under this agreement. You must not let the amount you owe us go over the credit limit. If you do, you must repay us the extra immediately. We will also charge an over limit fee as shown in Table 3 in A8.

We have previously told you what your credit limit is. We can change your credit limit under B16.1. We will notify you of any change we make.

A4 What is your daily cash limit?

Your daily cash limit is the maximum amount you and any additional cardholder can withdraw in cash each day.

Your daily cash limit is the amount or percentage we have previously notified to you or (in the absence of any such notification) 20% of your credit limit. We can change your daily cash limit under B16.1. We will notify you of any change we make.

A5 What rates of interest do we charge?

We charge different rates for the different types of transaction you and any additional cardholder can carry out. The purchase rate applies to purchase transactions, the cash rate applies to cash transactions and the balance transfer rate applies to balance transfers. The purchase rate also applies to most of the fees we charge, but some fees bear interest at the cash rate: see B3 for further details.

We have previously told you what rates of interest we charge under your agreement.

If you still qualify for an introductory offer, the current introductory rates will continue to apply until the end of the introductory period unless:

- a minimum payment remains unpaid for more than five days after the payment due date; or
- you go over your credit limit for a period of more than ten days.

In either of these cases, the introductory period will end and the introductory rates will cease to apply.

After any introductory period, we charge interest at our standard rates unless, as a concession, we allow you to pay interest on any part of your balance at a lower promotional rate: see B2 for further details.

We can vary both the introductory rates (if any) and the standard rates under B16.2.

If an instalment plan is in force under B14, we will charge interest at a special fixed rate on the part of your balance you are repaying under the plan ("the instalment plan balance"). We will tell you what the rate will be before the plan comes into force.

Please note that we no longer provide cheques that can be used to carry out transactions or as a means of instructing us to transfer money. If your account balance still includes money that became owing when you used a cheque in either of these ways, we will charge interest on that part of your balance at the cash rate. If you still have any cheques, you must not use them to carry out future transactions or money transfers.

A6 The annual percentage rate (APR) and total amount payable

The APR is to help you to compare the cost of our credit card with those available from other firms at the date of this agreement. We told you the APR for this agreement and the total amount payable under it at the time when you entered into the agreement.

A7 How much do you have to pay each month?

Unless there is no money owing on your account, we will send you a statement each month showing the minimum payment you must make and the date by which you must make it (this is known as "the payment due date"). The general rule is that the minimum payment will be the total of:

- (a) the interest we have charged since the date of your last statement;
- (b) any default fees we have charged; and
- (c) the following percentage of the remainder of the balance you owe on the statement date:
 - 3% if the interest rates you pay are from tiers C to H; or
 - 2.5% if the interest rates you pay are from tiers A to B₂.

The exceptions to this rule are that:

- If the total of the above amounts comes to less than £10, your minimum payment will instead be £10 (or the whole balance shown in the statement if that is less than £10).
- If an instalment plan is in force under B14, you will have to pay each month's instalment plan payment by the payment due date in that month but we will ignore the instalment plan balance when working out the minimum payment for the remainder of your balance ("the main balance"). Your statement will show both the minimum payment for the main balance and the instalment plan payment under the instalment plan.
- If a repayment option plan is in force, you may be able to miss or postpone one or more of your minimum payments and any instalment plan payments. See B20 for further details.

We can change the minimum payment under B16.3.

If you have not made the full minimum payment you were due to make in an earlier month, the amount left unpaid will remain immediately payable. If you have not paid that amount by the time we prepare your monthly statement for the current month, we will include it as part of the minimum payment you must pay that month. You must also immediately pay us any amount you owe above the credit limit.

WARNING: Missing payments could make it harder for you to get credit. It may also lead to us taking legal action against you. In a serious case, this could include asking a court to make you bankrupt or to make an order allowing us to sell your home to get back the money you owe.

We recommend that you should aim to pay more than the minimum payment in each month, since this will clear your balance sooner so you will pay less interest. We may set a recommended payment as a guide to how much you should pay, and, if we do this, we will tell you the amount we have set. However, you are free to pay more than any recommended amount we set, up to the full balance shown on your statement.

A8 What fees do we charge?

We charge fees (known as “default fees”) where you break this agreement and other fees (known as “servicing fees”) for maintaining your account and providing you with services in connection with it. Table 3 below shows the amount of our default fees and when we charge them. Table 4 gives the same information for our servicing fees.

We charge interest on fees. The interest rate which applies to our default fees and to the servicing fees in Part 1 of Table 4 is the purchase rate. The interest rate which applies to the servicing fees in Part 2 of Table 4 is the cash rate. B3 gives more information on this.

We can vary the default fees and servicing fees we charge under B16.4.

Name of fee	Amount	When the fee is charged
Late payment fee	£12	If we haven't received your minimum payment by the payment due date
Over limit fee	£12	If you owe us more than your credit limit at any time during a statement period
Failed payment fee	£12	If you pay us by cheque or direct debit but the payment is not honoured
Tracing fee	£25	If you don't tell us your new address when you move and we have to trace you

We may also charge you a fee to cover any losses or costs (not being losses or costs of a kind which are covered by any of the fees listed in the above table) which we reasonably incur as a direct result of your breaking this agreement. These include our own administrative costs of dealing with the breach as well as any costs we have to pay to other people, such as fees charged by a collection agency or a firm of solicitors.

Name of fee	Amount	When the fee is charged
Part 1: servicing fees which attract interest at the purchase rate		
Foreign purchase transaction fee	2.99% of the sterling value of the transaction**	When you or an additional cardholder carry out a purchase transaction abroad
Copy statement fee†	£5	When you ask for a paper copy of a monthly statement
Part 2: servicing fees which attract interest at the cash rate		
Cash transaction fee	3% of the amount of a cash transaction or £3 (whichever is the higher)	When you or any additional cardholder carry out a cash transaction (other than a money transfer)
Foreign cash transaction fee	2.99% of the sterling value of the transaction**	When you or an additional cardholder carry out a cash transaction abroad or a non-sterling cash transaction in the UK
Money transfer fee	3.00% of the amount transferred or £3 (whichever is the higher)	When we carry out a money transfer requested by you or an additional cardholder

** The exchange rate used to work out the sterling value of the transaction will be set by the card scheme operator on the date the transaction is processed, which may be different from the date of the transaction. **Please note:** If you or an additional cardholder carry out a transaction which attracts a foreign cash transaction fee you will also have to pay a cash transaction fee.

† This fee does not apply if you need copies of your monthly statements in a non-standard format, such as braille, large print or audio.

A9 How long does this agreement last?

The agreement has no fixed end date and will last until it is ended by you or us under B19.

A10 Your right to withdraw from this agreement

Your statutory right to withdraw from this agreement came to an end shortly after the agreement was made, but you can still end this agreement at any time by giving us notice under B19 and repaying the money you owe us under the agreement.

A11 Claims for unsatisfactory goods or services bought with your card

If you use your card or security details to pay for goods or services costing between £100 and £30,000 for a single item, you may have a claim against us as well as (or instead of) the supplier if the goods or services are unsatisfactory.

For your information:

Please note that you can only have a claim against us if you use your card or security details to pay for the goods or services directly. There will be no claim against us if, for example, you pay for them:

- *with cash that you have withdrawn using your card; or*
- *with money that you have asked us to transfer to your personal bank account.*

SECTION B: FURTHER TERMS

B1 What kinds of transaction can you carry out with your card?

Details of the kinds of transaction that you and any additional cardholder can carry out under this agreement are shown in Table 5 below. Please remember that you must make sure that neither you nor any additional cardholder carries out a transaction which would lead to the total amount you owe us going over your credit limit.

Type of transaction	What it covers	
Purchase transactions	Paying for goods or services	Paying for goods or services. This can either be a one-off payment to the retailer selling the goods or services. Or it can be a permission (known as a "continuous payment authority") for the retailer to take regular payments from your credit card account, for example, to pay for a magazine subscription. Remember that, if you or an additional cardholder give a retailer a permission of this kind, you can ask us to cancel it at any time
	Paying the repayment option plan charge	Paying the monthly charges due to us under B20 if and so long as you are opted in to the repayment option plan.
Cash transactions	Cash withdrawals	Withdrawing cash from a cash machine or from a financial institution displaying the sign of the card scheme operator (e.g. VISA or Mastercard). The cash which you and any additional cardholder withdraw on any one day must not exceed your daily cash limit
	Foreign currency transactions	Carrying out a non-sterling cash transaction in the UK or withdrawing foreign currency from a cash machine or financial institution outside the UK
	Purchasing foreign currency	Making a sterling payment to purchase foreign currency or travellers cheques
	Money transfers	Asking us to transfer money to your personal bank account or an additional cardholder's personal bank account or to a third party's bank account. You may ask us to transfer money to a third party's bank account either on a single occasion, or at regular intervals during a fixed or open-ended period.
	Gambling transactions	Paying to take part in any form of gambling (e.g. gaming, betting or buying lottery tickets) or to make a purchase at a gambling establishment (e.g. buying drinks at a casino).
Balance transfers	Paying off some or all of the balance that you or an additional cardholder owe on a credit card account with another provider	

B2 Interest rates: introductory, standard and promotional rates

If you still qualify for an introductory offer, the introductory rates will continue to apply instead of our standard rates during the introductory period.

As a concession, we may from time to time give you the benefit of a lower, promotional rate on particular transactions for a set promotional period. We will tell you if you qualify for a concession of this kind and, if you do, we will also advise you at the same time of anything which is likely to lead us to withdraw the concession before the end of the promotional period (such as missing a minimum payment or going over your credit limit). Once the promotional period ends (or if the concession is withdrawn before then), interest will again be charged at the relevant standard rate. The restrictions on changing interest rates in B16.2 will not apply in these circumstances.

B3 How do we charge interest?

When we refer in this agreement to the “purchase rate”, the “cash rate” or the “balance transfer rate”, we mean the introductory, standard or promotional rate which for the time being applies to purchase transactions, cash transactions and balance transfers.

Please note that these rates do not apply to any part of your balance which you are repaying under an instalment plan. We will tell you what rate will apply to the instalment plan balance before the plan comes into force. See B14 for further details.

We charge interest at the purchase rate on the following items (“the purchase balance”):

- purchase transactions;
- default fees; and
- servicing fees shown in Part 1 of Table 4 in A8.

We charge interest at the cash rate on the following items:

- cash transactions; and
- servicing fees shown in Part 2 of Table 4 in A8.

We charge interest at the balance transfer rate on any balance owing under a credit card agreement with another provider that you or any additional cardholder transfer to your account with us.

The general rule we apply in charging interest is as follows:

- Each time you or an additional cardholder carry out a transaction or we charge a fee, we charge interest on the amount of the transaction or fee from the date we add it to your account balance until it is fully repaid.
- We charge interest each day on your account balance at the end of the day.
- The daily interest we charge on each part of your account balance will be added to that part of the balance on the next statement date (unless you have paid it before that date). This means we will charge you interest on that interest for as long as it remains unpaid.

There are some exceptions to the general rule:

- First, we do not charge any interest on a purchase balance if you pay us the whole of your main balance shown on the statement (not just the purchase balance) by the payment due day and you also paid off the whole of the main balance shown in your last statement by the payment due date. (If you have an instalment plan, you do not need to pay off the whole of the instalment plan balance in order to avoid paying interest on the purchase balance.)
- Secondly, we don’t charge interest on a default fee for the first 28 days after we gave you notice that you have to pay the fee. After that, we will charge simple interest on the fee for as long as it remains unpaid, but you will not have to pay interest on the interest we’ve charged on the fee.
- Thirdly, if the interest we would normally charge in a statement period is less than £1, we will instead charge a flat fee of £1.
- Fourthly, if an account freeze is in force under a repayment option plan, we will not charge interest on your main balance or on any instalment plan balance; see B20.5 for further details.

If you are late making a minimum payment, or miss it altogether, we will continue charging interest at the same interest rates. However, you will have to pay a late payment fee (see Table 3 in A8).

B4 Issuing a card to you and any additional cardholder

When we have opened your account, we will send you a card and personal identification number (“PIN”).

At your request, we may also issue a card and PIN to an additional cardholder. The following terms will apply if you ask us to do this:

- You will need to supply us with the additional cardholder's details but you must get their consent before doing this. You must also make sure that they are at least 18 years old and resident in the United Kingdom.
- You must make sure that the additional cardholder uses their card in accordance with this agreement.
- We cannot control how the additional cardholder uses their card. **You will be responsible for repaying the amount of any transactions carried out by an additional cardholder together with any interest and fees we charge on them.** However, we will not hold you responsible for a transaction which it would have been reasonable for you to expect that we would refuse to carry out under B11.1 (a) or (b) or under B11.2 (a) or (b).
- 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.
- That additional cardholder has no right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

Each card we issue may only be used by the person whose name is on it. You must contact us to activate your card and any additional cardholder must do the same to activate their card. The card can only be used between the "valid from" and "expires end" dates shown on the card.

B5 How are transactions authorised?

We can only charge a transaction to your account if you or an additional cardholder have authorised the transaction (either directly or through a PISP).

A purchase transaction may be authorised:

- by using the card or security details or both (for example, inserting the card into a card reader and entering the PIN, or by using the card details to make a purchase online or by telephone);
- by holding a contactless card in front of a contactless card reader;
- by providing a retailer with the card details and giving the retailer permission (known as a "continuous payment authority") to take regular payments from your credit card account, for example, to pay for a magazine subscription.

A cash transaction may be authorised in the following ways:

- a cash withdrawal may be authorised by inserting the card into a cash machine and entering the PIN;
- a foreign currency transaction or gambling transaction may be authorised by using the card or security details;
- a money transfer may be authorised by telling us the amount to be transferred and supplying us with your security details.

A balance transfer may be authorised by telling us the amount to be transferred (this will be the amount owing on another credit card account which you or an additional cardholder want to transfer to your account with us) and supplying us with your security details.

A transaction may also be authorised by following any other security procedure which we tell you has become available for a transaction of that kind as a result of developments in technology (for instance, the use of biometric data such as a fingerprint or iris scan).

The following terms apply where a transaction has been authorised through a PISP:

- (a) Immediately after we receive the PISP's instructions to carry out the transaction, we will provide or make available to the PISP all information on the initiation of the transaction and all information accessible to us regarding the carrying out of the transaction.
- (b) We will treat the instruction in the same way as an instruction received directly from you, unless we have objective reasons for treating it differently.

- (c) We may deny the PISP access to your account on reasonably justified and duly evidenced grounds relating to unauthorised or fraudulent access to your account by the PISP. Unless it would compromise reasonably justified security measures or would be unlawful:
- we will tell you about any denial of access to the PISP using any of the contact details we hold for you;
 - we will tell you before we deny access if possible, or otherwise immediately afterwards.

B6 Asking us to transfer money to another bank account

There are some cases in which we will need to transfer money to another bank account in order to carry out our obligations under this agreement. These cases are:

- where you authorise us to make a money transfer to your personal bank account;
- where your account with us is in credit and you ask us to transfer the credit balance to your personal bank account;
- where you or an additional cardholder authorise us to make a balance transfer (when we will need to transfer money to another credit card provider to reduce or pay off the amount you owe them).

To enable us to transfer the money, you or the additional cardholder must tell us the sort code and account number of the account the money is to go to, the account name and the date when the transfer is to be made. The general rule is that the money will arrive no later than the next business day after we receive this information. The exceptions to this rule are that:

- if we receive the information after 3.00 pm on a business day, or on a day which is not a business day, we will treat the information as received on the next business day, which means that the money may not arrive until the business day after that;
- if you or the additional cardholder have told us that the transfer is not to be made until a later day, the money will arrive on that day (or, if that day is not a business day, on the next business day).

If you or the additional cardholder give us the wrong payment details (e.g. where the sort code or account number are incorrect), we will not be responsible if the money goes astray. We will make reasonable efforts to recover the money but may charge you for any reasonable costs we incur in doing so.

If we were instructed to make the payment by a PISP, we will refund the amount of the transaction to you if it was not carried out or carried out incorrectly and will return your account to the position it would have been in if the amount refunded had never been charged to your account (for example, by refunding any interest or fees we have charged as a result).

B7 Can you cancel a transaction after you've authorised it?

If you or an additional cardholder have authorised a transaction which is due to be carried out a future date (for example, if you have given a retailer a continuous payment authority to take regular payments from your account), you can cancel the transaction by contacting us no later than close of business on the business day before the transaction is due to be carried out. If the transaction involves a third party (e.g. a retailer), you should also contact them before the transaction is due to be carried out to tell them that you have cancelled it.

You cannot cancel any other transaction after you or an additional cardholder have authorised it. So, for example, you cannot cancel a cash withdrawal or a purchase transaction where the retailer has provided the goods or services at the time of payment.

B8 When will we give you a refund for a transaction you've authorised?

If you or an additional cardholder have authorised a money transfer or balance transfer and have given us the correct payment details to transfer the money:

- we will promptly refund the money if we cannot prove that it arrived on time;
- we will return your account to the position it would have been in if the amount refunded had never been charged to your account (for example, by refunding any interest or fees we have charged as a result); and
- if you ask us to, we will make immediate efforts to trace the money and will notify you of the outcome.

We will also refund the full amount of a transaction authorised by you or an additional cardholder where all of the following conditions are met in full:

- (a) the exact amount to be paid was not stated (e.g. because you authorised a hotel to take whatever you spent during your stay from your account);
- (b) the amount actually paid was more than the amount you could reasonably have expected in the circumstances (including your previous spending patterns, but disregarding exchange rate changes);
- (c) the person receiving the payment was using a bank or other institution located in the European Economic Area (the European Union, Iceland, Liechtenstein and Norway) to provide them with payment services; and
- (d) you ask us for a refund within eight weeks of the payment being taken from your account.

You must provide us with any information we reasonably need to check whether the conditions in (a) and (b) above have been met. Where you are entitled to a refund, we will provide it within 10 business days of you requesting it or within 10 business days of receiving the information we've asked you to provide.

B9 Keeping your card and security details safe

You must take all reasonable precautions to keep your card and security details safe. You must also make sure that any additional cardholder takes the same precautions to keep their card and security details safe. This includes:

- signing the card as soon as it is received;
- keeping the card secure;
- memorising the PIN and keeping it secret by shredding or otherwise destroying the paper slip the PIN is written on and not writing it down or recording it in such a way in a way that it might be recognised as a PIN;
- not changing the PIN to one that is obvious;
- not allowing anyone else to use the card;
- not allowing anyone else to use your security details apart from an AISP or a PISP and then only to the extent needed to enable them to provide the services they have agreed to supply to you.

B10 What happens if your card or security details are stolen, lost or misused?

You must call us immediately on the number shown below if:

- you suspect that someone else knows your PIN or an additional cardholder's PIN;
- you lose your card or suspect that it has been stolen;
- an additional cardholder loses their card or suspects that it has been stolen; or
- you suspect that someone has carried out an unauthorised transaction on your account, or may try to do so.

TO REPORT THE THEFT, LOSS OR SUSPECTED MISUSE OF A CARD, CALL US IMMEDIATELY ON 0800 783 9003 (OR +44 161 444 4495 IF CALLING FROM OUTSIDE THE UK).

You can also contact us by writing to Vanquis Card, Customer Service, P.O. Box 399, Chatham, ME4 4WQ.

If we become aware of suspected or actual fraud or security threats relating to your card or security details, or those of an additional cardholder, we will attempt to contact you by telephone (using the number you have given us) or via our mobile app or by sending you a text message or e-mail asking you to contact us. Provided that you satisfactorily complete the security checks we use to verify your identity, then (to the extent permitted by law) we will inform you of the nature of the suspected or actual fraud or security threats.

We will promptly investigate any transaction you challenge as unauthorised, or which we suspect to be unauthorised. You must co-operate with us and the police in carrying out these investigations and in attempting to recover any losses arising from the theft, loss or misuse of your card or security details.

If our investigations confirm that the transaction was not authorised by you or an additional cardholder, the general rule is that we will refund the transaction and return your account to the position it would have been in if the amount refunded had never been charged to your account (for example, by refunding any interest or fees we have charged as a result). The general rule applies in every case where:

- 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 where the cardholder does not have to be present (such as buying goods online or over telephone).

However, in other cases, there is an exception to the general rule. This is that, **until you report the theft, loss or suspected misuse of the card, you will be responsible for:**

- all losses caused by the misuse of the card by someone who got possession of it with your consent; and
- the first £50 of losses caused by the misuse of the card by anyone else.

B11 When may we refuse to carry out a transaction, or stop you using your card?

B11.1 We may refuse to carry out a transaction if:

- (a) you already owe more than your credit limit or would do if the transaction went ahead;
- (b) the transaction is a cash withdrawal and your daily cash limit has already been exceeded or would be if the withdrawal went ahead;
- (c) the transaction appears unusual compared to how you or an additional cardholder normally use the card.

B11.2 We may also refuse to carry out a transaction or, if it is reasonable, put a temporary or permanent stop on you or any additional cardholder using the card or its security details:

- (a) to protect the security of the card or your account;
- (b) to stop the card or its security details being used fraudulently or for other criminal or illegal purposes;
- (c) to reflect or prevent a significant increase in the risk that you may not be able to pay us what you owe;
- (d) if we reasonably believe that the information you gave us in your application is untrue;
- (e) if we are unable to contact you;
- (f) if you or an additional cardholder have told us that the card is lost or stolen or that someone else knows the security details;
- (g) if:
 - at all times during the preceding period of 36 months the amount you owe under this agreement has exceeded £200;
 - the payments you have made during that period have repaid less in principal than they have paid in interest and fees;

- we contact you to provide you with options for increasing your payments to repay the amount you owe more quickly and in a way that does not adversely affect your financial situation (for example, by transferring all or part of your balance to an instalment plan under B14); and
- you do not respond within a reasonable period specified by us to confirm either that you will increase your payments in accordance with one of the options we have offered or that the options are not sustainable for you, or you state that you will not make the increased payments after confirming that they are sustainable;

(h) if you or we have given notice to end this agreement under B19.

B11.3 If we take any of the steps described in B11.1 or 11.2, you will be informed about them in the following ways:

- We will tell you if we refuse to carry out a balance transfer or a money transfer and, unless prevented by law, will explain why we are doing so.
- For other kinds of transactions, you will normally find that we have refused to carry out the transaction when a retailer asks for payment by another method or a cash machine will not dispense the cash. In these cases, you can ask for an explanation from our customer service department using the contact details given at the end of this agreement. We will give you our reasons unless prevented by law.
- We will normally give you notice before (or, if that is not possible, immediately after) we put a temporary or permanent stop on the use of a card and will give our reasons for doing so. However, will not give notice where prevented by law from doing so, or where the giving of notice would be likely to prejudice the prevention or detection of crime, the apprehension or prosecution of offenders or the administration of justice.

In a case where B11.2 allows us to put a temporary or permanent stop on the use of a card, we may ask you to return the card to us (in which case, you must return it immediately) or we may ask a retailer to keep the card and return it to us. We will allow you to start using your card again, or replace it with a new card, if and when the reasons for stopping its use cease to apply.

If you or an additional cardholder use a card for a criminal or illegal transaction, we may require you to reimburse us or the operator of the card scheme for any loss which we or they suffer as a result.

B12 Providing you or an AISP with information about your account

B12.1 Monthly statements

We will send you a statement each month if there has been any activity on your account or if there is any money owing on your account at the statement date.

We will send your statement to the last postal address you have given us unless you have opted to receive your statements electronically, in which case we will send it to the latest electronic address which you have given us in a form which you can store for future reference.

Your statement will contain details of all transactions, interest and fees charged to your account during the period covered by the statement, together with details of all payments and refunds credited to your account during the same period. If you think that anything shown in your statement is incorrect, you should tell us immediately by contacting our customer service department using the contact details given at the end of this agreement. You should also tell us if you do not receive your statement.

B12.2 When may we provide an AISP with information about your account?

The following terms apply if you are using an AISP:

- (a) We will treat a data request from the AISP in the same way as a data request received directly from you, unless we have objective reasons for treating it differently.
- (b) We may deny the AISP access to your account on reasonably justified and duly evidenced grounds relating to unauthorised or fraudulent access to your account by the AISP. Unless it would compromise reasonably justified security measures or would be unlawful:

- we will tell you about any denial of access to the AISP using any of the contact details we hold for you;
- we will tell you before we deny access if possible, or otherwise immediately afterwards.

B13 Making payments to us under this agreement

You are responsible for paying us the amount of all transactions charged to your account under this agreement, together with the interest and fees we charge.

Except where there is no money owing on your account, you must make the following payments on or before the payment due date in every month (unless a repayment option plan allows you to miss or postpone the payments under B20.5, 20.7 or 20.8):

- the instalment plan payment under any instalment plan; and
- at least the minimum payment due on your main balance.

You must pay us even if you do not receive a monthly statement showing the amount due. If this happens, you can find out how much you need to pay either by contacting our customer service department using the contact details given at the end of this agreement or by checking your account online or using the Vanquis mobile app.

You are free to pay more than the minimum payment each month and we recommend that you do this. You may pay any amount up to the full balance owing on your account, but you should not pay more than this as it will put your account into credit. We will not pay any interest on any credit balance.

All payments must be made in pounds sterling. Where the money is transferred electronically, the transfer must be from a UK bank or building society. Where the payment is by cheque:

- the cheque must be drawn on a UK bank or building society; and
- the cheque must be made payable to "Vanquis Bank", followed by the number of your Vanquis Visa Card account, and your name and account number should also be written clearly on the back.

Alternatively, we may ask you to make payments under this agreement by setting up a continuous payment authority (or 'CPA') when the agreement is made. You can also set up a CPA yourself at any time after your account is opened. Setting up a CPA means that you give us details of your debit card and we use those details (or the details of any replacement debit card you register with us) to take regular payments from your bank account to pay money you owe us under this agreement.

The following terms will apply to any CPA you set up to make payments to us under this agreement:

- (a) You set the amount which you want us to take from your bank account. This can be a fixed sum or a variable amount (for example, your minimum payment or the full balance you owe us each month) or a combination of the two (for example, your minimum payment plus £10). If the amount you set is or includes a fixed sum, then:
 - if the set amount is more than the full balance you owe us, we will limit the amount we take to the balance you owe;
 - if the set amount is not enough to pay the minimum payment and any instalment plan payments by your payment due date, you will need to pay the shortfall in some other way.
- (b) You set the frequency of the payments we take and you choose the date when we take them. The date you choose may either be a fixed day of the month or the payment due date:
 - If you choose a fixed date, we will take the payment on the same date in every month (even if it is not a business day) unless the month does not have a day corresponding to the fixed date (e.g. where the date is the 31st and the month only has 30 days), in which case we take the payment on the first day of the following month. You should set the fixed date so that the 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 every month.

- (c) If there is not enough money in your bank account to enable us to take a payment on the date you have set, we will make a second attempt to take the payment within the next seven days. If there are arrears of a previous month's minimum payment owing on your account, that second attempt may be to take a reduced payment, which will be equal to the minimum payment due including those arrears. If we are still unable to take the payment, we will treat the CPA as having been cancelled by you. We will write to tell you if this happens and you will either need to set up a new CPA or else find another way to make future payments, making sure that you pay us at least the minimum payment and any instalment plan payment by the payment due date in every month.
- (d) You can cancel your CPA at any time either by contacting our customer service department using the contact details given at the end of this agreement or by telling the bank or building society where you have your bank account. If you cancel your CPA, you will still have to pay us at least the minimum payment, together with any instalment plan payment, by the payment due date in each month.

Other ways in which you make payments to us under this agreement can be found at www.vanquis.co.uk/faq or on the back of your account statement.

We will credit a payment to your account when we receive it. When a payment is credited to your account, it will reduce the balance you owe on your account. Please note, however, that, if you make a payment by cheque, we may need to wait until the cheque has cleared before we can treat the payment as increasing the credit available to you under this agreement. You should allow seven working days for a cheque to clear.

You may have a claim against a retailer if you have used your card or security details to pay for goods or services and the retailer does not keep to their side of the bargain (e.g. because the goods or services are not delivered or are of poor quality). You cannot normally use your claim against the retailer as a reason for not making payments to us under this agreement. However, in the cases mentioned in A11, you may have a claim (under section 75 of the Consumer Credit Act 1974) against us as well as the retailer, and you may then be able to use your claim against us as a reason for not making payments to us under this agreement (but only to the extent that the payments you owe us do not exceed the amount of your claim against us).

B14 Instalment plans

B14.1 General

Where an instalment plan applies:

- we will charge interest on the instalment plan balance (this is the part of your balance that we transfer to the plan) at a fixed rate of interest, which may be preceded by a lower introductory fixed rate;
- you must repay the instalment plan balance with interest making the monthly instalment plan payments over a fixed term.

B14.2 *How is an instalment plan set up?*

We may transfer any part of your balance to an instalment plan at any time. However, we will not exercise this power unless:

- we have first told you what the terms of the plan would be (including the amount we are willing to transfer to the plan, the duration of the plan, the interest rate we will charge under it, the amount of the instalment plan payments and any fee we will charge for setting up the plan); and
- you have told us that you wish the transfer to go ahead.

Once we have made the transfer, you must keep to the terms of the plan for as long as it remains in force.

B14.3 When will the plan end?

The general rule is that the instalment plan will remain in force until the end of the fixed term we have set. There are two exceptions to this rule.

First, the plan will end early if, before the end of the fixed term:

- you repay the whole of the instalment plan balance, together with any interest which has become due on it but remains unpaid at the date when you repay;
- you ask us to cancel the plan;
- we give you notice cancelling the plan because you have not paid the instalment plan payments for two months in a row; or
- you or we end this agreement.

If the plan ends but this agreement continues, then (unless the terms of the plan provide otherwise) any part of the instalment plan balance which remains unpaid will be combined with your purchase balance for the purpose of charging interest and working out the minimum payment.

Secondly, the term of the instalment plan will be extended if a repayment option plan is in force and either:

- we freeze your account under B20.5 so that your obligation to make the instalment plan payments, and our right to charge interest on the instalment plan balance, are both suspended while the account remains frozen; or
- you take a payment holiday under B20.7 so that you are relieved from your obligation to make an instalment plan payment (but not from your obligation to pay interest on the instalment plan balance) during the payment holiday.

B14.4 When we may need to change your instalment plan payments because a repayment option plan applies

If you take a payment holiday under B20.7, the instalment plan payments we set at the start of the instalment plan will not cover the interest we charge on the instalment plan balance during the payment holiday. Similarly, if we provide you with a lifeline under B20.8, the payments we set at the start of the instalment plan will not cover the interest we charge on the instalment plan balance during any period when the lifeline permits you to delay payment of an instalment plan payment. In either of these cases, we may either increase the instalment plan payment by the amount necessary to ensure that the outstanding interest is repaid with interest by the end of the term for the instalment plan, or extend the term of the plan to enable the outstanding interest to be repaid by the current instalment plan payments. If we opt to increase the instalment plan payment, we will notify you of the increased payment not less than 14 days before the payment due date on which the first increased payment is payable. If we opt to extend the term of the plan, we will notify you of the extended term not later than 14 days before the original term was due to expire.

B15 How do we use the payments you make?

If the amount you pay in a month is less than the full balance you owe, we will use your payment to reduce the different parts of your balance in the following order:

- first, to pay any minimum payment or instalment plan payment that was not paid by its payment due date;
- next, to pay any instalment plan payment for the current month;
- next, to reduce or pay off your main balance (your statement balance less any instalment plan balance), starting with the part which bears the highest rate of interest and so on in reducing interest rate order;
- next, to reduce any remaining instalment plan balance;
- lastly, to reduce or pay off any recent transactions not yet shown on your statement, again starting with the transactions which bear the highest rate of interest and so on in reducing interest rate order.

B16 When may we make changes under this agreement?

As this agreement has no fixed end date, we may need to make changes to it to take account of changes affecting our business or changes affecting your financial status. If you are unhappy with any changes we make, you may end the agreement straightaway by giving us notice under B19 that you want to end it and repaying what you owe us.

B16.1 Changes to the credit limit and daily cash limit

We will keep your credit limit and daily cash limit under review and may change either or both of them from time to time to respond proportionately to:

- a change in the risk of your breaking this agreement, having regard to how you have been running your account;
- a change in your financial status; or
- a change in the value of money.

We may also make a proportionate reduction in your credit limit if your account balance has remained substantially below the current credit limit over a sustained period.

The general rule is that we will give you at least 30 days' notice if we are proposing to increase your credit limit or daily cash limit, in which case the increase will apply to you at the end of that period unless you have contacted us in the meantime to reject it or request a smaller increase.

There are some exceptions to the general rule:

- If you ask us to, we will not implement any future proposals to increase your credit limit or daily cash limit unless you contact us during the period of our notice to tell us that you wish us to do so.
- We will stop proposing any further increases in your credit limit or daily cash limit if you contact us at any time to ask us to do so.
- In an emergency (for example, if you are stranded abroad), we may, at your request, grant you a temporary increase in your credit limit and daily cash limit with immediate effect. An increase granted in these circumstances will be limited to a set period, which we will tell you at the time of your request. You must make sure that, at the end of the set period, the amount you owe under this agreement does not exceed the credit limit which applied immediately before the temporary increase took effect.
- If we notify you that you are eligible for a balance transfer, we may also propose that, if you ask us to go ahead with the balance transfer, your credit limit will be increased by any amount up to the amount of the balance transferred. Unless you reject the increase we have proposed, the increase in your credit limit will take effect when the balance transfer is completed. If for any reason the transfer does not go ahead, your credit limit will remain unchanged.

WARNING: A higher credit limit may offer greater flexibility and convenience to meet your financial needs. However, it may also increase the risk of taking on too much debt, which may be costly, or take a long time to pay off. You should carefully consider whether you need a higher limit.

We will normally give you at least 30 days' notice of a reduction in your credit limit or daily cash limit.

However, we may reduce your credit limit or daily cash limit without notice (in which case we will tell you about the reduction as soon as possible afterwards) where:

- we reasonably think that the reduction is needed to stop you carrying out further transactions that would increase your account balance to an amount that you cannot afford to repay; or
- there is a substantial change for the worse in your financial status or your ability to afford the payments you must make to us under this agreement; or
- we need to make the reduction to comply with legal or regulatory requirements.

You may ask us to reduce your credit limit or daily cash limit at any time. However, we will not reduce your credit limit to a level which we reasonably believe would cause you to break this agreement (e.g. if the reduction you have asked for would take the credit limit below your account balance).

B16.2 Changes to interest rates

We will not change any fixed rate of interest which applies under an instalment plan. We may from time to time change any of the other rates of interest we charge to respond proportionately to:

- a change in the risk of your breaking this agreement, having regard to:
 - whether, on two or more occasions during the last 12 months, you have been more than five days late in making any payment that you were due to make under this agreement;
 - any change in your credit score; and
 - any information we obtain from credit reference agencies on how you are meeting your financial commitments;
- a change beyond our reasonable control in the cost of providing your account;
- a change in the cost to us of funding the provision of credit under this agreement;
- a change in legal or regulatory requirements or in any code of practice affecting our business; or
- a change in the cost to us of complying with any legal or regulatory requirements that apply to us (but excluding any additional costs we have to bear as a result of a failure by us to comply with those requirements).

We will give you at least 30 days' notice of any increase in your interest rates and at least seven days' notice of any reduction.

If we give you notice of an increase in your interest rates, you will have 60 days, starting with the date when you receive the notice, in which to tell us that you reject the increase. If you do this, the increase will not apply to you but:

- no further card transactions may be carried out by you or any additional cardholder;
- you must cancel any continuous payment authorities you have given to enable someone else to take regular payments from your account;
- you must repay all the money you owe under this agreement within a reasonable period;
- this agreement will end and your account will be closed when all the money you owe has been repaid.

B16.3 Changes to the minimum payment

We may from time to time change how we set the minimum payment to respond proportionately to:

- a change in legal or regulatory requirements or in any code of practice affecting our business;
- a decision by a court or ombudsman; or
- to reflect good practice in the provision of banking and financial services.

We will give you at least 30 days' notice of any change in the way we set the minimum payment.

B16.4 Changes to the fees we charge

We may from time to time change the fees we charge for the reasons given below. Some of the reasons are specific to particular fees while others are common to all of them. We set out the specific reasons first and then the common reasons.

Default fees: We may change the default fees listed in Table 3 in A8 to reflect a change in the average costs or losses we reasonably expect to incur as a result of the breach which causes the fee to become payable.

Money transfer fees: We may change the money transfer fee shown in Part 2 of Table 4 in A8 to respond proportionately to a change in the risk of your breaking this agreement, having regard to:

- your payment history;
- any change in your credit score; and
- any information we obtain from credit reference agencies on how you are meeting your financial commitments;

Servicing fees: We may change any of the servicing fees we charge (including the money transfer fee) to respond proportionately to a change beyond our reasonable control in the cost of supplying the service covered by the fee.

All fees: We may change any of the fees we charge under this agreement to respond proportionately to:

- a change in the value of money; or
- a change in the law or any code of practice affecting our business.

We also may introduce a new servicing fee to reflect in a proportionate manner the costs we reasonably incur in providing a new service or facility which we make available to you under this agreement.

We will give you at least 30 days' notice of any increase in an existing fee or the introduction of a new servicing fee. We will give you at least seven days' notice of a reduction in an existing fee.

B16.5 Changes to your card

We may from time to time replace your card with a new card having the same features (for example, when your current card is about to expire or is wearing out).

We may also issue a replacement card which has different features and may have a different number from your current card. We may do this where:

- we are replacing the card with one which has equivalent or superior features (for example, where the new card is issued under a different card scheme);
- we need to change the features of the card to reflect a change in the terms that apply to the card (being a change which we are entitled to make by exercising our powers under this agreement);
- we need to remove a feature which is available with your current card because the feature gives rise to security risks or is supported by technology which has become obsolete or is being withdrawn by a third party;
- there is a change beyond our reasonable control in our relationship with a third party who has been providing features available with the current card; or
- you have asked us to switch you to a different credit card product.

We will give you at least 30 days' notice before we replace your card with one which has different features except where we are doing so because you have asked us to switch you to a different credit card product.

We may change your account number or card number (or both) if we reasonably think the change is needed to protect the security of your account or card (for example, if you tell us your card has been lost or stolen or you suspect that your account details or security details are being misused, or if you have not received a replacement card that we have sent you). We may make these changes without notifying you first, though we will try to contact you beforehand where we can do so without putting the security of your account at risk. If we need to change your card number, we will issue you with a replacement card with the new number.

If you have given anyone a continuous payment authority to take regular payments from your credit card account, you will need to tell them if we change your account number or card number so that they can continue to take payments from your account.

B16.6 Changes to the other terms of this agreement

We may from time to time make changes to the other terms of this agreement for any one or more of the following reasons:

- if the change is in your favour;
- to correct an error;
- to make the terms easier for you to understand;
- to reflect a change beyond our reasonable control in the operation of the card scheme we use in connection with your account;
- to enable us to offer you a new service or feature in connection with your account;
- to reflect improvements in the systems we use to run our business (including changes in the capabilities of those systems) or other changes to those systems which are beyond our reasonable control;
- to reflect changes in technology, fraud prevention requirements or payment methods;
- to reflect changes beyond our reasonable control in the costs of providing the services we supply to you;
- to reflect a change which has occurred or we reasonably expect to occur in the near future in legal or regulatory requirements or in the requirements of any trade body that apply to us;
- to reflect the requirements of any code of practice which promotes good practice in the financial services sector.

We will ensure that any change we make to the terms of this agreement is a proportionate response to the reason relied on for making the change.

We will give you at least 30 days' notice of any change we make to the terms of this agreement, except that, where the change is in your favour, we may make it on giving you not less than seven days' notice.

B17 Things you need to tell us

You must tell us immediately if:

- you change your name or address;
- you change your telephone or mobile number or your e-mail address;
- you move overseas permanently;
- your statement includes any information that you think is wrong.

You should also tell us promptly if your financial circumstances change.

You can tell us about these changes by contacting our customer service department using the contact details given at the end of this agreement.

Remember that:

- you also need to call us immediately if your card or security details (or those of an additional cardholder) are lost, stolen or misused: see B10;
- if you fail to tell us about a change in your address, you may have to pay a tracing fee (see Table 3 in A8)

B18 Transferring this agreement

You cannot transfer this agreement or your rights and duties under it.

We may transfer this agreement, or any of our rights and duties under it, to another person ("the transferee") if:

- the transferee is authorised by the Prudential Regulation Authority or the Financial Services Authority and has permission from Financial Services Authority to exercise the lender's rights under agreements regulated by the Consumer Credit Act 1974;
- we have first agreed a statement of policy with the transferee under which they agree to exercise the rights and powers transferred in a way that is no less favourable to you than the way in which we have been exercising them before the transfer.

We will arrange for notice of the transfer to be given to you as soon as reasonably possible after the transfer. However, if there is no change so far as you are concerned in the arrangements for administering this agreement following the transfer, we do need to give you notice of the transfer until those arrangements are changed in a way which affects you.

B19 Ending this agreement

You can give us notice at any time that you wish to end this agreement. The notice should be given by contacting your customer service department using the contact details given at the end of this agreement.

We may end this agreement at any time by giving you not less than two months' notice.

We can also give you notice ending this agreement immediately in the following cases:

- (a) you have broken this agreement regularly or seriously;
- (b) you die;
- (c) a bankruptcy order, debt relief order or similar order relating to personal insolvency is made against you or you enter into an individual voluntary arrangement;
- (d) we are unable to contact you;
- (e) we have put a permanent stop on you using your card under B11.2.

We will only give you notice to end this agreement for the reason given in (a) above if we have first given you a default notice under the Consumer Credit Act 1974 and the default notice has expired without you having remedied the breach (if it was capable of being remedied).

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

- you must stop using your card or security details to carry out any further transactions;
- you must ensure that any additional cardholder stops using their card or security details to carry out further transactions;
- you must repay all the money you owe us, including the amount of any transactions which do not appear on your account until after the notice has been given;
- you must cancel any continuous payment authorities you have given to enable someone else to take regular payments from your account.

The agreement will not end formally until you have repaid all the money you owe us under it.

If your account is in credit when this agreement ends, we reserve the right not to repay you any amount less than £5 due to the administrative costs of making the payment.

B20 The repayment option plan

B20.1 General

The following terms apply to you if you were opted-in to the repayment option plan on 19 April 2016 and have remained opted-in to the plan at all times since then.

If these terms apply to you:

- You must pay us a monthly plan charge, which will be calculated and payable in accordance with B20.3.
- 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 (a 'difficult financial circumstance' as described in B20.5 - 20.6 below) will depend on your employment status.

The repayment option plan is not a regulated insurance product and will not pay off any capital or interest on your account.

We do not provide advice or a recommendation on whether the plan is suitable for your purposes.

B20.2 Opting-in to the repayment option plan

The repayment option plan is currently unavailable to customers who are not already opted-in to it. We will tell you if this situation changes and it becomes possible for customers who are not currently opted-in to the plan to opt-in to it in the future.

B20.3 Cost of the repayment option plan

B20.3.1 The cost of the repayment option plan depends on your personal circumstances.

B20.3.2 If you are in full-time, part-time or temporary employment or are self-employed, the cost will be charged at the rate of £1.19 per £100 (1.19% per month) of the total monthly balance shown on your statement ('the full plan charge'). This is known as the *Full Plan*.

B20.3.3 If you are not employed (as described in B.20.3.2) or you are retired, the cost will be charged at the rate of £1.09 per £100 (1.09% per month) of the total monthly balance shown on your statement ('the standard plan charge'). This is known as the *Standard Plan*.

B20.3.4 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.

B20.4 Features of the repayment option plan

B20.4.1 If you have opted-in to the repayment option plan, in return for the full or standard plan fee but subject to the terms and conditions set out below, we agree:

- in the event of a difficult financial circumstance (as defined below to 'freeze' your account (as described in B20.5.2) subject to the terms set out in B20.5.1 and B20.5.3 - 20.5.5 and B20.6;
- to allow you to take a 'payment holiday' (as described in B20.7.1) subject to the terms set out in B20.7.2 - B20.7.4;
- to provide you with a 'lifeline' (as described in B20.8.2) subject to the terms set out in B20.8.1 and B20.8.3 - 20.8.4.

B20.4.2 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.

B20.5 Freezing your account

B20.5.1 We agree that if you experience a difficult financial circumstance (as defined below) and you request us to freeze your account by telephoning the plan helpline in accordance with B20.4.2, we will, subject to the terms and conditions set out below, 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).

B20.5.2 If we freeze your account in accordance with the terms of the repayment option plan that means that:

- you will not be able to use your card or account;
- we will not charge you interest on any outstanding balance under your account;
- you will not be obliged to make any payments under this agreement (though, if you wish, you can make voluntary payments to reduce the balance owing on your account);
- you will not be liable to pay any fees;
- you will not be liable to pay the full or standard plan charge;
- we will contact you every six months to review your individual circumstances while your account remains frozen.

B20.5.3 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 payments under this agreement and pay any applicable fees that accrue on the account.

B20.5.4 We will only freeze your account if you provide us with reasonable evidence to show you first experienced the difficult financial circumstance after you opted in to the plan. You must also 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.

B20.5.5 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 B20.5.4, 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 B20.5.4, any freezing of your account will be backdated to the date of notification of that difficult financial circumstance.

B20.6 Difficult financial circumstance

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:

- you become sick, disabled or have an accident which affects your ability to make your repayments; or
- you have to stay in hospital because of a medical condition; or
- you have to attend jury service; or
- your main home is significantly damaged by a natural disaster e.g., flooding; or
- 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:

- 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
- you are put on short-time working or laid-off reducing your usual weekly hours of work by 20% or more; or
- you are self-employed and have suffered a reduction in weekly income by 20% or more through loss or non-renewal of contracts or work; or
- 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
- you go on maternity, paternity or adoption leave.

B20.7 Payment holiday

B20.7.1 A payment holiday means that you will not be obliged to make your next minimum payment and any instalment plan payment on the payment due date.

B20.7.2 We agree that we will allow you to take a payment holiday under the terms of the repayment option plan if:-

- you have not taken a payment holiday on your account which allowed you to miss making the last minimum payment (and, if applicable, the last instalment plan payment) on your account; and
- a lifeline has not been used in respect of either of the last two minimum payments (and, if applicable, either of the last two instalment plan payments) on your account; and
- you have not already taken a payment holiday at any time in the current account year; and
- your account is not and has not at any time within the last two 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

- your account is not frozen under the repayment option plan in accordance with B20.5 and B20.6; and
- you are not in breach of the terms and conditions of your account.

B20.7.3 If you wish to take a payment holiday and are eligible under B20.7.2, you must contact us to request it before midday on the day of your payment 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 payment on the payment due date.

B20.7.4 During a payment holiday:

- interest will continue to accrue on your account and will not be suspended;
- you will remain liable to pay your usual full or standard plan charge; and
- you will also continue to be liable for all fees, apart from any over limit fee that you would otherwise have had to pay as a result of not paying the minimum payment and any instalment plan payment that the payment holiday allowed you to miss.

B20.8 Lifeline

B20.8.1 We agree that if you do not make your minimum payment and any instalment plan on your account by the payment due date we will provide a lifeline on your account if:-

- you have not taken a payment holiday on your account which allowed you to miss making either of the two last minimum payments (and, if applicable, either of the last two instalment plan payments) on your account; and
- your account is not and has not at any time within the last two 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
- you have not already had a lifeline provided on your account at any time in the current account year; and
- a lifeline has not been provided in respect of the last minimum payment (and, if applicable, the last instalment plan payment) on your account; and
- your account is not frozen under the repayment option plan in accordance with B20.5 and B20.6; and
- you are not in breach of the terms and conditions of your account.

B20.8.2 If you are eligible for a lifeline on your account, that means that we will:

- (a) notify you by SMS message and letter that we have provided you with a lifeline on your account;
- (b) suspend your account so that you will not be able to use your card or account until we have received the minimum payment and any instalment plan payment which you have not paid;
- (c) suspend your obligation to make your minimum payment and any instalment plan payment (to which the lifeline relates) on the payment due date in accordance with the terms of B20.8.3 below;
- (d) waive or refund any late payment fee or over limit fee that you would have had to pay, as a result of your failure to make the minimum payment and any instalment plan payment, if the lifeline had not been provided to you; and
- (e) subject to you meeting your obligations under B20.8.3, report your account as 'current' when we next report the performance of your account to credit reference agencies.

B20.8.3 Following the provision of a lifeline, you must pay the minimum payment and any instalment plan payment you have missed and to which the lifeline applies before the next payment due date on your account. If you do this, the suspension of your account under B20.8.2(b) 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 payment (together, if applicable, with the next instalment plan payment) on your account by the applicable payment due date, the suspension of your account will continue and we will report to credit reference agencies that you have missed those payments.

B20.8.4 While your account is suspended following the provision of a lifeline:

- interest will continue to accrue on your account;
- you will remain liable to pay your usual full or standard plan charge; and
- you will also continue to be liable for all fees apart from those which have been specifically waived or refunded under B20.8.2(d).

B20.9 Opting-out of or changing the repayment option plan

B20.9.1 You must notify us by calling 0330 099 3010* if your financial circumstances change after opting-in to the repayment option 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 moved to the appropriate plan and you will be charged the appropriate repayment option plan charge.

B20.9.2 You can opt-out of the repayment option 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 do so by contacting our customer service department using the contact details given at the end of this agreement.

B20.9.3 We may remove you from the repayment option 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.

B20.9.4 We will remove you from the repayment option plan immediately:

- if your account is closed; or
- if you die.

B21 **Communicating with you under this agreement**

We may give you a notice or document under this agreement:

- by posting or delivering it to the last contact address you have given us;
- by sending it as an attachment to a message sent to the latest e-mail address or mobile number which you have given us.

Any attachment to a message we send you will be a PDF or in another format which allows you to store it for future reference and copy it without changing it.

Any telephone calls between you and us may be monitored and will be recorded to enable us to maintain quality control, check that transactions have been correctly processed and help with the resolution of disputes and the prevention of fraud.

We will communicate with you in English and all contract terms and information supplied to you will be in English.

You have the right at any time while this agreement remains in force to ask us to provide you with the terms of this agreement (which contains the information we were required by law to provide to you before you became bound by this agreement).

B22 **Governing law**

This agreement is governed by the law of England and Wales, except that, if you applied for this agreement from an address in Scotland, the law of Scotland will apply. Any dispute under this agreement may be dealt with by the courts of England and Wales unless your address is in Scotland or Northern Ireland, in which case the courts of Scotland or (as the case may be) Northern Ireland may deal with it.

B23 Complaints

If you have a complaint about the service we provide, please write to our customer service department at the address given at the end of this agreement. We can provide you with a copy of our internal complaints handling procedure on request, or you can find it via the 'contact us' page of our website, www.vanquis.co.uk/contact-us. If we cannot resolve a complaint to your satisfaction, you can refer it to the Financial Ombudsman Service by writing to them at Exchange Tower, London E14 9SR, telephoning them on 0800 023 4 567 or filling in the online complaint form on their website (www.financial-ombudsman.org.uk/). You will not be able to refer your complaint to the Financial Ombudsman Service unless you have taken it up with us first.

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 also contact the Financial Ombudsman Service directly using the contact details given above. For more information about ODR please visit ec.europa.eu/odr.

B24 Who supervises us?

We are authorised by the Prudential Regulation Authority and regulated both by the Financial Conduct Authority and by the Prudential Regulation Authority (Financial Services Register No. 221156). The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974 and its address is 25 The North Colonnade, Canary Wharf, London E14 5HS until 1st July 2018 when it will be 12 Endeavour Square, Stratford, London E20 1JN.

Glossary of terms used in this agreement

"Account"	The account we keep to show the amount you owe us under this agreement from time to time.
"Account year"	The period of 12 months starting on the date when your account is opened and each successive 12 month period after that.
"Additional cardholder"	Someone you have asked to be issued with their own card and security details, which they can use to carry out transactions that will be charged to your account: see B4 for more details.
"AISP"	A person (known as an account information service provider) who supplies you with an online service providing you with consolidated information on your account with us and any accounts you have with other providers.
"Balance transfer rate"	The introductory, standard or promotional rate of interest which for the time being applies to any balance owed under a credit card agreement with another provider that has been transferred to your account with us. See A5 and B3 for more details.
"Card"	The credit card we issue to you and any additional cardholder under this agreement and any replacement card issued under B16.5.
"Cash rate"	The introductory, standard or promotional rate of interest which for the time being applies to cash transactions. See A5 and B3 for more details.
"Credit limit"	The maximum amount you are allowed to owe under this agreement.
"Daily cash limit"	The maximum amount that you and any additional cardholder can withdraw from a cash machine on any one day.
"Default fee"	One of the fees we may charge if you break this agreement. They are listed in Table 3 in A8.
"Full plan"	The version of the repayment option plan which applies in the circumstances stated in B20.3.2.
"Instalment plan"	A plan which provides for you to repay part of your account balance, together with interest at a fixed rate, by fixed monthly payments over a fixed term. See B14 for details.
"Instalment plan balance"	Any part of your account balance which you are repaying under an instalment plan.
"Instalment plan payment"	The monthly payment payable under an instalment plan.
"Main balance"	The whole of your account balance apart from any instalment plan balance.
"Minimum payment"	The minimum sum you must pay each month towards your main balance: see A7 for more details.
"Payment due date"	The date in each month by which you must make your minimum payment. This date will be shown on your monthly statement.
"PISP"	A person (known as a payment initiation service provider) who provides you with an online service by which, at your request, it may instruct us to carry out a payment transaction on your account with us.
"Purchase rate"	The introductory, standard or promotional rate of interest which for the time being applies to purchase transactions. See A5 and B3 for more details.
"Repayment option plan"	A plan which, in return for a monthly fee geared to the amount of your main balance, allows you to miss or postpone one or more of your minimum payments when certain conditions are met. See B20 for further details.
"Servicing fee"	One of the fees we charge for maintaining your account or providing you with services in connection with it. These fees are listed in Table 4 in A8.

“Security details”	The PIN, the information on the card which is personal to the cardholder and any other information or security procedure we advise you can be used for authorising a transaction.
“Standard plan”	The version of the repayment option plan which applies in the circumstances stated in B20.3.3.
“Transaction”	One of the different kind of transactions you and any additional cardholder can carry out under this agreement. A transaction may be a purchase transaction, a cash transaction or a balance transfer. See Table 5 in B1 for more details.

🔒 Your information

Details of the personal information we collect from you and get from third parties and what we do with it in relation to managing your account, how we make decisions affecting you and your account, how we market to you, with whom we share your personal information, how long we keep your personal information and your rights in relation to it will be given to you as appropriate at each stage in your relationship with us. The Vanquis Bank Privacy Notice tells you how we use your personal data, describes the categories of personal data we process and for what purposes. You can read the Vanquis Bank Privacy Notice at <https://www.vanquis.co.uk/privacy>.

Our contact details

	Telephone	Postal address
To report the theft, loss or misuse of your card or security details	0800 783 9003* if calling from the UK +44 161 444 4495 if calling from outside the UK	Vanquis Card, Customer Service, P.O. Box 399, Chatham, ME4 4WQ
To contact our customer service department for other purposes	0330 099 3000*	
To opt in to the repayment option plan or to tell us you need to change the type of plan you have	0330 099 3010*	
To opt out of the repayment option plan	0330 099 3010*	Vanquis Card, Customer Service, P.O. Box 399, Chatham ME4 4YH
The address to write to ask for details of Provident Financial Group companies or the fraud prevention and credit reference agencies we use	----	Vanquis Card, Department DF, P.O. Box 408, Chatham, ME4 4WZ
The address and contact details of our head office		20 Fenchurch Street, London EC3M 3BY

IMPORTANT INFORMATION

Call Charges

* Calls to 01 and 03 numbers from UK landlines and mobiles are usually included in free plan minutes if available; otherwise call to 03 numbers cost no more than calls to 01/02 prefix numbers. Calls to numbers beginning 0800 and 0808 are free from consumers’ mobiles and landlines.

Call cost information correct as at May 2018.