TESCO Bank Credit Cards

Changes to your Tesco Bank Credit Card agreement.

Dear Customer

Changes to your Tesco Bank Credit Card agreement

We're making some changes to your Tesco Bank Credit Card agreement. You don't need to do anything, we're just writing to let you know. For ease, we've summarised the key changes below however for all the details please refer to the rest of this booklet. Where a clause has been added or deleted, all other clauses have been renumbered accordingly. Please note, unless specifically mentioned, all other existing wording within your agreement shall remain unaltered and in force.

All of the changes outlined will come into effect from 13 January 2018, or 30 days after receiving this notice, whichever is later.

The key changes we are making are set out below:

1. Legislative changes

We are amending your terms and conditions to reflect a change in the law and regulation affecting credit cards. For example we've added in wording to explain what an authorised third party provider is, what they can do on your behalf and the liability for transactions, together with the process to follow. We also cover how we will contact you if we suspect fraud or a security threat.

2.Conditions under which we will withdraw introductory rates

We will no longer allow you to miss a payment and keep your introductory rate. If you miss your minimum payment or are late to pay once, interest will be charged at the standard rate. This change will not affect you if you opened your account before 10th December 2015. If you have already missed or made a late payment we will not remove your introductory rate unless you miss or make a late payment in the future. If you haven't already, remember you can set up a Direct Debit or payment due date alert (via online banking), to help you make your payments on time.

3. About your information and data protection

Data Protection law will change in May next year. To prepare for the changes, the wording "About your information and data protection" will no longer be part of the terms and conditions of your contract and will become a standalone Privacy Notice. At this time we are not making any changes to the Privacy Notice, which is also available here **tescobank.com/cardspn**. The Privacy Notice will be updated before May 2018 and we will share any required changes with you in future communications. The changes will include information about why and how we process your personal data and information about your rights.

4. Making things clearer

We have updated some of our processes to make things clearer and fairer for you, such as including the process used for pre-authorising a transaction. We have updated the Credit Agreement wording to clarify the process we will follow if we apply a lower or fixed rate to certain types of transactions on your account. This doesn't affect the terms of any of your existing rates. Minor updates to wording have also been made, including deletions, grammatical and formatting updates in order to make our terms and conditions clearer.

5. Registered address

We have moved offices so our new address is 2 South Gyle Crescent, Edinburgh EH12 9FQ.

Important information – If you receive this notice at the same time as your first card issued on the account then you have a right to cancel this agreement. Please see the section in your General Conditions called 'You can change your mind about the card' which explains how and when you do this or call us on **0345 300 4278.***

For all other customers, if these changes affect your decision to have a Tesco Bank Credit Card you have the right to repay your outstanding balance and close your account at any time. If you have any questions on any of the changes we are making please contact us.

Please tell us if your name or contact details change. If you don't we'll continue to use the details you last gave us, and we won't be responsible if we can't contact you or if we send confidential information using out-of-date contact details.

* This may be included as part of any inclusive call minutes provided by your phone operator.

Area of Change within your agreement. Current wording **(deletions in bold)**

Area of Change within your agreement. New wording **(changes in bold)**

Edinburgh EH12 9FQ and you

This agreement is between us Tesco Personal Finance plc trading as Tesco Bank of **2 South Gyle Crescent**,

Credit Agreement

This agreement is between us Tesco Personal Finance plc trading as Tesco Bank of **22 Haymarket Yards, Edinburgh EH12 5BH** and you

1.1 Interest

From time to time, we may apply lower or fixed interest rates to certain types of transactions. These rates may have their own fees or other special repayment terms. If we do this, we will notify you of these rates and terms at the time that they are made available.
Buy Now Pay Later and other fixed rates
Your introductory rates will be withdrawn if we don't receive your minimum payment in full and on time. If we do this, interest will be charged at the standard rates on any purchase, money transfer, balance transfer and/or cash advance you have already made and those you make after the introductory rates have been withdrawn. We will always write to you to let you know that the introductory rates have been withdrawn and from what date the standard rates will apply.
For customers who joined after 10th December 2015

1.2 Fees and charges

For Premium customers only	For Premium customers only
• £xxx.xx annual fee. This will be charged on the first monthly statement after your first transaction and thereafter on the statement after the anniversary of account opening.	• £xxx.xx annual fee. This will be charged on the first monthly statement after your first transaction and thereafter on the statement issued in the anniversary month of account opening.
• a handling fee of 3.00% of the amount for standard rate balance transfers or transfers made outside of any other promotional interest rate period (see below)	• a handling fee of 3.00% of the amount for standard rate balance transfers or transfers made outside of any other lower or fixed interest rate period (see below)
 a handling fee of 3.00% of the amount for standard rate money transfers or transfers made outside of any other promotional interest rate period (see below) 	 a handling fee of 3.00% of the amount for standard rate money transfers or transfers made outside of any other lower or fixed interest rate period (see below)
• from time to time we may write to notify you of promotional interest rate periods on balance or money transfers.	 from time to time we may write to notify you of lower or fixed interest rate periods on balance or money transfers.
We can change your interest rates, fees and charges	
3.2 Where we make a change to comply with a regulatory or legal requirement, the change will reflect fairly the proportion of the cost of compliance on our business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change interest rates and/ or our fees to cover the same cost twice. We will not change a fixed or special offer rate on an account for as long as we have agreed to keep it fixed.	3.2 Where we make a change to comply with a regulatory or legal requirement, the change will reflect fairly the proportion of the cost of compliance on our business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change interest rates and/or our fees to cover the same cost twice. We will not change an introductory or other fixed rate on an account for as long as we've agreed to keep it fixed.

	For customers who joined after 10th December 2015	For customers who joined after 10th December 2015	
	3.2 This does not prevent an introductory rate and/or special offer(s) being withdrawn if we do not receive your minimum payment in full and on time. We may also change our interest rates and charges for a valid reason which is not set out in this paragraph. As long as you are able to end the agreement without charge, we may change the interest rates and our charges for any reason not listed above.	3.2 This does not prevent an introductory or other fixed rate being withdrawn if we do not receive your minimum payment in full and on time. We may also change our interest rates and charges for a valid reason which is not set out in this paragraph. As long as you are able to end the agreement without charge, we may change the interest rates and our charges for any reason not listed above.	
	General Conditions		
;	Keep your card and security details safe at all times		
	New section 3.2 added	3.2 Authorised third party providers are firms within the EU that are allowed to carry out services for you using your account. Authorised means that the law lets them use those services on your account.	
		Before you use an authorised third party provider, you should check with them that they are authorised to undertake the services for you, and that you trust them with your account.	
		They work by accessing your account using your security details, so we will treat all instructions given using your security details as being given by you, unless you tell us that your credentials have been compromised. If you wish to stop them having access, you must contact us to change your security details.	
		Please be aware that authorised third party providers may have access to all of your account data. Once your security details have been used by an authorised third party provider, we are not in control of what they do with your account or your data.	
	Lost and Stolen Card Information		
	4.1 You (or an additional cardholder) must immediately tell us if a card is lost or stolen or you think your account may be misused, by calling us on 0345 300 4278*.	4.1 You (or any additional cardholder) must tell us immediately if a card is lost or stolen, you think your account may be misused, if someone other than an authorised third party provider knows your security details or your security details have been compromised or stolen , by calling us on 0345 300 4278*.	
	4.2 If you are unable to call us then you may write to us at Tesco Bank, PO Box 27028, Glasgow G2 9FT. You (or any additional cardholder) must give us any information you have regarding the circumstances of the loss, theft or misuse of a card. We can give the police any information they think is relevant to help prevent or control fraud.	4.2 If you are unable to call us then you may write to us at Tesco Bank, PO Box 27028, Glasgow G2 9FT. You (or any additional cardholder) must give us any information you have regarding the circumstances of the loss, theft or misuse of a card or security details. We can give the police any information they think is relevant to help prevent or control fraud.	
	4.2 If this happens	4.2 If this happens	
	You (or an additional cardholder) call us to cancel your card because it's been lost, stolen or someone else knows the security details, but there are transactions after you call us.	You (or any additional cardholder) call us to cancel your card because it's been lost, stolen or someone else, other than an authorised third party provider, knows the security details, but there are transactions after you call us.	

	4.2 If this happens	4.2 If this happens
	Your card (or any additional cardholders') is misused before you tell us it has been lost, stolen or that someone else knows the PIN (unless this happens before you receive the card from us)	Your card (or any additional cardholders') is misused befor you tell us it has been lost, stolen or that someone else knows the PIN (unless this happens before you receive the card from us)
	Amount you pay £50 maximum	Amount you pay £35 maximum
	Repayments	
	5.1 We will send you a statement in any month where you have a balance on your account or there has been any activity on your account.	5.1 We will send you a statement, free of charge , in any month where you have a balance on your account or there has been any activity on your account.
;	Transactions on your Account	
	8.2 Money transfers:	8.2 Money transfers:
	We may restrict the amount of any money transfer or tell you other conditions for the transfer. We will tell you when we do this. There is a minimum transfer amount of £1. You can only transfer money in sterling to a bank account held with a bank or building society in the UK. If we approve your request for a money transfer, we will take the money from your account and send it on the same business day if we receive your instructions before 17:00 or the next business day if we receive your instruction after this time. The money will reach the bank account by close of business on the next business day after we send the money. Interest is charged from when you tell us to make the transfer. Additional cardholders can't request a money transfer.	We may restrict the amount of any money transfer or tell you other conditions for the transfer. We will tell you wher we do this. There is a minimum transfer amount of £1. You can only transfer money in sterling to a bank account held with a bank or building society in the UK. If we approve your request for a money transfer, we will take the money from your account and send it on the same business day if we receive your instructions before 17:00 or the next business day if we receive your instruction after this time. The money will reach the bank account by close of busines on the next business day after we send the money. Interess is charged from when you tell us to make the transfer. If you use an authorised third party provider, they may make money transfers on your behalf in the same way as if you'd made them directly, and you'll be charged ar fees in the same way.
	8.2 Balance transfers:	8.2 Balance transfers:
	We may restrict the amount of any balance you may wish to transfer or tell you other conditions for the transfer. We will tell you when we do this. You may only make balance transfers in sterling to another financial institution in the UK. If we approve your request for a balance transfer we take the money from your account and send it on the same business day if we receive your instructions before 17:00 or the next business day if we receive your instruction after this time. The other lender will receive this by close of business on the next business day after we send the money. Additional cardholders can't request a balance transfer.	We may restrict the amount of any balance you may wish to transfer or tell you other conditions for the transfer. We will tell you when we do this. You may only make balance transfers in sterling to another financial institution in the UK. If we approve your request for a balance transfer we take the money from your account and send it on the sam business day if we receive your instructions before 17:00 or the next business day if we receive your instruction after this time. The other lender will receive this by close of business on the next business day after we send the mone Additional cardholders can't request a balance transfer. If you use an authorised third party provider, they may make balance transfers on your behalf in the same way as if you'd made them directly, and you'll be charged ar fees in the same way.

	New section 8.3 added	8.3 If you use your card to pre-authorise a transaction (for example where hiring a car or staying in a hotel), the amount you have authorised will be blocked. As soon as we receive notification of the exact amount to be paid from your account, any difference will be released without delay.
12	If things go wrong	
	12.3 If we discover you weren't entitled to a refund we may re-credit the amount of the transaction to your account.	12.4 If we discover you weren't entitled to a refund we may debit the transaction amount from your account.
	New section 12.5 added	12.5 If we process a payment late or make an error we will, as soon as possible, refund the amount of any non- executed or defective payment. We will also refund any interest and charges you have incurred. Our liability is limited to the amount of such payment and any interest and charges you have to pay directly as a result of such delay or error. If the delay or error occurred because you gave us incorrect details or made a mistake we will not be liable for any interest and charges incurred, but we will make immediate efforts to trace the payment and notify you of the outcome, free of charge.
	12.4 Complaints	12.6 Complaints
	If you make a complaint, we'll aim to resolve it as quickly as we can. Call us on 0345 300 4278* or write to us at Tesco Bank, PO Box 27028, Glasgow G2 9FT. If you're still not happy, you can refer your complaint to the Financial Ombudsman Service (FOS). You can find out more about the FOS by writing to them at Exchange Tower, London E14 9SR or by telephoning on 08000 234 567. Details are also available from their website, www.financial-ombudsman.org.uk	If you make a complaint, we'll aim to resolve it as quickly as we can. Call us on 0345 300 4278* or write to us at Tesco Bank, PO Box 27028, Glasgow G2 9FT. If you're still not happy, you can refer your complaint to the Financial Ombudsman Service (FOS). You can find out more about the FOS by writing to them at Exchange Tower, London E14 9SR or by telephoning on 08000 234 567. Details are also available from their website, www.financial- ombudsman.org.uk
		If you would like a copy of our complaint handling process, please call us on 0345 300 4278*. It is also available on our website at tescobank.com under the 'help' section.
		If you purchased your credit card with us online you may also be eligible to complain using the Online Dispute Resolution (ODR) service. Further information on ODR can be obtained at http://ec.europa.eu/odr or on the "Make a complaint" section of the Tesco Bank website. Please note that using the ODR service will not mean that your complaint is resolved more quickly than if you complain to us directly.

15 General

	New section 15.4 added	15.4 If we suspect fraud or a security threat on your account, we will let you know by text, telephone, email or letter. We will never ask you for your full PIN, password, Online Banking security number or Mobile app passcode over the telephone, or via email or text. When you call us we will need to identify you. We'll do this by asking for information known only to you, and by requesting some of the digits of certain passwords, passcodes or security numbers.
		We will never email you asking for confidential or personal information. Please do not respond to any emails that appear to be from Tesco Bank asking for your security details or linking you to a web page asking you to login. Links in genuine Tesco Bank emails will contain tescobank.com in the web address, for example http://mailing.tescobank.com/r/YMJ94. If you think you've received a fraudulent email, please forward it to phishing@tescobank.com and we'll investigate further. Visit our Security and Fraud centre at tescobank.com under the 'Help' section to find more information on staying safe online.
16	About your Information and Data Protection	
	This privacy policy summarises how we	This section is deleted.
	If any of the details are incorrect, let us know and we'll amend them.	

Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. SC173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.