

**Important note:** This is a draft version of what your revised Credit Card Agreement will look like when it comes into effect on 2 December 2024. It's provided for information purposes only, to help you to see and better understand the changes we're proposing to make.

You'll find the rates and fees that actually apply to your account in your personalised Agreement and on your monthly statements.

## Credit Card Agreement regulated by the Consumer Credit Act 1974

At the end of this Agreement, you will find explanations of some of the terms used in this Agreement.

The **credit intermediary** in relation to this Agreement was [intermediary's name] at [intermediary's address].

### 1 Who are the parties to this Agreement?

The parties are Sainsbury's Bank plc, 33 Holborn, London, EC1N 2HT (who we will call 'us', 'we' or 'our') and [customer's name] at [customer's address] (who we will call 'you', 'your' or 'yours').

### 2 How much can you borrow?

#### Credit limit information

**2.1** The total amount you can borrow on the Card at any one time is called the '**credit limit**'. Your credit limit is £x,xxx.xx.

**2.2** We can increase or reduce your credit limit. If we propose to increase your credit limit, we'll write to you at least 30 days before we make this change. You can tell us at any time before the change is made that you don't want the proposed increase.

We will only reduce your credit limit if we have a valid reason to do this and we will write to you to explain that. The amount of notice we give you will depend on why we are proposing to lower it. If the reason for lowering your credit limit is that our assessment of the risk of lending to customers generally has changed, we'll give you at least seven days' notice. If we are lowering your credit limit for any other valid reason, for example, there is a change in your circumstances or a change in our assessment of the risks of lending to you, we don't have to tell you before making the reduction. We won't reduce your credit limit to less than your total outstanding balance (including any pending Transactions).

**2.3** If you wish, you can ask us to increase your credit limit. Your requests won't always be accepted. We will consider your request and get back to you. You can also tell us if you want a lower credit limit or don't want to be offered credit limit increases in the future.

### 3 How much will you have to repay, when and how often?

**3.1** The statement we send to you each month will tell you how much your minimum payment is for that month. We won't send you a statement if there hasn't been any activity on your account during that period, and the balance is nil. Each month where you have a balance outstanding on your account your minimum payment will be the highest of:

- an amount equal to the total of any fees or charges due, interest, Default Sums, plus 1% of the Remaining Balance;
- x.xx% of the Statement Balance; or
- £5, or the full balance if less than £5, plus any amount that's more than your credit limit.

**Please note that Clause 3.1 above applies to all credit card agreements entered into with the Bank with the exception of those agreements described immediately below.**

**Clause 3.1.a below replaces Clause 3.1 above and applies only to those agreements where customers have entered into a credit card agreement with the Bank at anytime before 1 December 2010. Clause 3.1.a doesn't apply to any other agreements.**

3.1.a. The statement we send to you each month will tell you how much your minimum payment is for that month. We won't send you a statement if there hasn't been any activity on your account during that period, and the balance is nil. Each month where you have a balance outstanding on your account your minimum payment will be the highest of:

- x.xx% of the Statement Balance; or
- £5, or the full balance if less than £5, plus any amount that's more than your credit limit.

**3.2** Each statement will tell you about the date by which you must make that month's minimum payment and any arrears if you have missed one or more minimum payments. You must make these payments by that date. You may want to set a more convenient monthly Payment Date. If you would like to do this, please call us. Any payment you make will only be applied to your account when your payment has cleared. You can always pay more than your minimum payment. We don't recommend that you consistently make only the minimum payment. If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance. You have the right to repay all or part of your borrowing, early, at any time. Your statement shows the ways that you can make payments to us.

**3.3** If you do not pay off the full outstanding balance each month, we will use any payments that you make to us to pay off the transactions that appear on your statements starting with those transactions on which we charge the highest rate of interest. We'll then pay off transactions charged at the next highest rate and so on down to the lowest rate of interest. If the payment you make is not enough to pay off all of the transactions at a particular interest rate, then we'll pay off the transactions in the following order:

- Cash Advances;
- Purchases;
- Money Transfers;
- Balance Transfers; and
- Default Sums.

**3.4** If you pay more than the amount shown on your statement, then we'll use any remaining amount(s) to pay off transactions that haven't yet appeared on your statement in the same order as those that do appear on your statement. In this Clause, '**transaction**' includes the amount of the Purchase, Cash Advance, Default Sum, Money Transfer or Balance Transfer plus any interest, or fees charged because of that transaction. For example, a Cash Advance fee is included as part of a cash transaction.

**3.5** You must pay for all transactions made by an additional cardholder. This applies even if the additional cardholder makes you break this Agreement.

## 4 How much will it cost you to borrow from us?

### 4.1 What is the APR and how is it calculated?

4.1.1 The APR for the Agreement is xx.x% APR (variable).

4.1.2 We've used the following assumptions to calculate the APR:

- We both keep to the terms of this Agreement.
- The interest rate (and, where applicable, any charges) don't change.
- Interest is charged at the standard rate for Purchases. We've not used any special promotional rates for the purposes of the calculation.
- You make one Purchase of £x,xxx immediately and you repay this amount over one year by 12 equal monthly payments.
- You pay interest accrued with each monthly payment.

### 4.2 What are the rates of interest?

#### 4.2.1 Promotional rates

|   | On Balance Transfers, related interest, and charges | On Money Transfers, related interest, and charges | On Cash Advances, related interest, and charges | On Purchases and all other amounts except Default Sums |
|---|---|---|---|--|
| Special promotional rate per year (fixed) | x.xx%   | x.xx%   | x.xx%   | x.xx%  |
| Special promotional period                | xx months from account opening                      | xx months from account opening                    | xx months from account opening                  | xx months from account opening                         |

You may lose the right to receive the promotional rate(s) in respect of Transactions you make before the end of the special promotion period if in any month you do not make at least your minimum payment by the Payment Date. In this case, instead of the promotional rate(s) we may charge the standard rates of interest. We'll not charge interest on Default Sums until the 29th day after we've let you know about the charge. We'll then charge interest on the Default Sums at the standard interest rate for Purchases shown below.

These special promotional rates will stop applying at the end of the periods stated above and will no longer form part of your Agreement. You can find out the date your account was opened by calling us.

#### 4.2.2 Standard rates

|                                   | On Balance Transfers, related interest, and charges | On Money Transfers, related interest, and charges | On Cash Advances, related interest, and charges | On Purchases and all other amounts except Default Sums |
|-----------------------------------|---|---|---|--|
| Standard rate per year (variable) | xx.x%   | xx.x%   | xx.x%   | xx.x%  |

We calculate interest on your average daily balance since the date of your last statement and charge it to your account on each statement date. The interest rates shown above are calculated by compounding the interest we charge each month over one year. This means that if you do not pay any outstanding balance, in full, each month, we charge interest on the interest accrued in the last month as well as on the amount you have borrowed. The simple interest rates (not including interest being charged on interest) are:

### Simple rates

|   | Balance Transfers | Money Transfers | Cash Advances  | Purchases      |
|---|-------------------|-----------------|----------------|----------------|
| Simple interest rates a year (variable) | xx.x% per year    | xx.x% per year  | xx.x% per year | xx.x% per year |

4.2.3 You won't be charged interest on Purchases shown on your statement if you pay the total balance shown on that statement by the Payment Date, and you have also paid the total balance shown on your previous statement by the Payment Date. When we do charge interest on a Transaction, we do so from the date that the amount was first charged to your account.

4.2.4 If you don't pay the total balance shown on your statement, we may calculate the interest due on the unpaid amount and add it to the balance at your next statement date. We may continue to charge interest, at our usual rates, on any unpaid balance after this Agreement has ended and both before and after we have received a court judgment. If we allow you to miss or reduce one or more monthly payments, we may continue to charge interest on the full amount you owe as shown on your statement (including on the interest for that month).

### 4.3 Can these costs of borrowing change?

4.3.1 We may change the interest rates that apply to your account for any valid reason listed below. This includes changing the rate of interest applicable to the types of Transactions referred to above or introducing new interest charges.

4.3.2 Valid reasons for varying your interest rate(s) are:

- to reflect a change in the Bank of England base rate;
- to reflect changes to the law, regulations, codes of practice or the way we are regulated;
- to reflect changes in the costs to us of providing your account and the services and facilities available on it (including changes in technology we use);
- to reflect our assessment of the risk associated with your borrowing based upon behaviour or information obtained from credit reference agencies; or
- to ensure we continue to operate our business in a financially prudent manner and remain competitive in the market.

4.3.3 If we lower your interest rates, we may let you know before the change takes effect. If we increase any of the interest rates we charge under this Agreement we'll tell you at least two months' before we make the change. If we change your interest rates, the new rates will apply to Transactions and to your outstanding balance from the date the rate changes. We will tell you about this date in our notice to you. You can tell us before the rate increases that you want to close your account and repay your balance at the existing interest rate. If you do this, you must stop making any Transactions, cancel Recurring Transactions and destroy all Cards.

## 5 How much will you have to pay in total?

We do not know how you will use the credit you receive so we have worked out the total amount payable based on certain assumptions that all lenders use. The total amount payable would be £x,xxx.xx based on the following assumptions:

- you and we keep to the terms of this Agreement;
- you use your Card to make a Purchase of £x,xxx at the start of this Agreement;
- you repay that amount over the course of one year from the date of the Transaction starting the month after you

have made the Purchase and you repay that amount, together with the interest and charges added to your account each month, by 12 equal monthly payments at the standard rate for Purchases set out above;

- the interest rates (and, where applicable, any charges) don't change; and
- your final payment clears all capital, interest, and other charges outstanding.

## **6 What happens if you do not pay what is owed on time?**

**6.1** Missing payments could have serious consequences for you including making it more difficult for you to borrow in the future. We may tell a credit reference agency about payments you miss or don't pay on time. We may also take legal action against you if you miss payments or do not pay them on time. If that action is successful, we may then apply to enforce that court order in a number of ways including getting a charging order against your home (an inhibition, if your home is in Scotland). This means that, if your house is sold, the amount you owe us can be paid out of the proceeds of sale.

**6.2** If, due to a change in your circumstances, you have missed a payment or think you may be unable to make a payment you should contact us as soon as possible to see how we might be able to support you.

## **7 What should you note about the Cards we issue?**

**7.1** You authorise us to issue Cards and a PIN to you and any person you've asked us to give an additional Card to, whom we refer to as **additional cardholders**. You authorise each additional cardholder to use the Card and to authorise Transactions on your behalf.

**7.2** Provided that this Agreement allows us to we may send you a credit card that operates on a different card scheme from the one you asked for (for example, Visa instead of MasterCard), and we may also replace your existing Card with a credit card operating on a different card scheme.

## **8 How should you use your account and Card?**

**8.1** We will open your account a few days before you and any additional cardholders get your Card(s). You can use your Card(s) or Card details (including your Card number) to make Purchases and cash withdrawals or ask us to make Balance Transfers or Money Transfers.

**8.2** You must not go over your credit limit or use your Card or Card details to make Transactions if your account balance is already over your credit limit.

**8.3** We'll charge to your account any Transactions which you or any additional cardholder make and any other amounts you must pay us under this Agreement. Your account must not be used for illegal Transactions.

**8.4** You and any additional cardholders must only use the Cards between the 'valid from' and 'until end' date printed on them.

**8.5** Where interest is payable, the earlier you make a payment, the less interest you have to pay.

**8.6** You must not make payments or transfer funds from another credit or store card to your account that would leave a credit balance on your account. We may return any funds that exceed the outstanding balance on your account to the account from which the money has been sent.

**8.7** If you use the Telephone Service, the Online Service, or the Sainsbury's Bank Mobile App, we'll let you know what you can use each of these services for. When you use these services, we may ask you to provide some of your Security Details.

## **9 Can we suspend, cancel, or refuse to replace your Card?**

**9.1** All Cards we issue to you and any additional cardholder(s) belong to us. We may at any time suspend, restrict, or cancel

your or an additional cardholder's use of a Card, refuse to issue or replace a Card or stop the use of the Telephone or Online Service or Mobile App for any of the following reasons:

- we're concerned about the security of your account or any Cards we have issued to you or an additional cardholder;
- we suspect your account is being used in an unauthorised or fraudulent way;
- we reasonably believe there is a significantly increased risk that you may not be able to repay the sums you owe under this Agreement because your circumstances have changed;
- if we have to do so to comply with legal or regulatory requirements; or
- we believe that you are in, or are likely to be in, 'persistent debt' (this is where, over a continuous period of 18 months, you have paid more in interest, fees and charges than you have paid towards your outstanding debt) and this situation has continued for at least two consecutive periods of 18 months. If you are in persistent debt, then before we take any of the actions described above, we will contact you about your debt. We may take any of these actions from or at any time after the end of the period of 36 months.

**9.2** Unless there are legal or regulatory reasons that prevent us from doing so, we'll tell you that we intend to suspend, restrict, or cancel the use of your or an additional cardholder's Card and the reasons for doing this before we do so or, where that is not possible, we will tell you as soon as practicable after we have done so.

## **10 How do you authorise your Transactions?**

### **10.1 Authorisation**

The authorisation of a Transaction includes authorising any single Transaction, authorising a series of Recurring Transactions (including Transactions for an indefinite period) or pre-authorising a future Transaction of a certain or uncertain amount. A Transaction will be regarded as authorised by you or an additional cardholder where you or an additional cardholder:

- authorise the Transaction by following whatever instructions are provided by the supplier;
- insert your Card and provide the appropriate PIN and ask for a Cash Advance at an ATM;
- ask for a Cash Advance at any bank counter;
- provide your Card details to us or our representative and ask for a Balance Transfer, Cash Advance, or Money Transfer from your account;
- hold your Card or Payment Device next to a contactless terminal; or
- provide us with your Security Details and instruct us to carry out the Transaction.

### **10.2 Can you use your Card without a PIN?**

**10.2.1** Your Card may have a contactless function. This function allows you to pay for low value Purchases without entering a PIN or signing a sales voucher. We'll tell you about maximum Transaction limits for contactless payments when you receive your Card. You can also find further information about contactless on our website or by calling us.

**10.2.2** You may be able to add the Card details to your digital wallet. You will then, once it has been authorised, be able to use your Card without the PIN via the digital wallet as you would use your Card. Please also refer to any terms and conditions that apply to your digital wallet.

### **10.3 Can you cancel a payment or recurring payment?**

After we receive your authorisation for a Transaction it may not be withdrawn (or cancelled) by you or an additional cardholder. However, if you wish to cancel payments made on a regular basis using your Card, such as magazine subscriptions, you can ask us to stop the payment no later than the close of business on the Business Day

before the payment is due to take place. We also advise you to inform the person you make the payment to so that they don't keep trying to take the payment. You'll need to contact them if you want to cancel your agreement with them in any case, as we cannot do that for you. You'll also need to tell anyone you make regular payments to if your account is closed or your Card number changes, otherwise they may not be able to collect your payments. If you miss a payment for this reason, we'll not be responsible for any loss you suffer as a result.

#### **10.4 When will a Transaction appear on your account?**

A Transaction will be applied to your account as follows:

- for Purchases and ATM transactions, at the time we receive the Transaction instruction from the payment scheme;
- for Balance Transfers and Money Transfers, we need to approve your request. Once your request is approved, we'll transfer the agreed amount from your account the same day. We'll use the Faster Payments Scheme if it is available and the bank or lender you are making the transfer to is a member of the scheme. The payment will reach the other lender by the end of the next Business Day at the latest; and
- for other Transactions communicated directly to us, at the time you or an additional cardholder asks us to complete the Transaction.

If a Transaction instruction or request is received on a non-Business Day or after 5pm on a Business Day, the Transaction instruction or request will be taken to have been received by us on the following Business Day.

#### **10.5 Can we refuse to carry out a Transaction you have authorised?**

**10.5.1** We may refuse to carry out an instruction from you to make a Transaction:

- for any of the reasons set out in Clause 9.1 above;
- if the amount of the Transaction would cause your account to go over your credit limit;
- if we have reasonable grounds to believe that you or an additional cardholder will be breaking this Agreement;
- if we believe that a Transaction is potentially suspicious or illegal (for example, if we believe that a Transaction is being made fraudulently); or
- because of errors, failures (whether technical or otherwise) or refusals by suppliers, payment processors or payment schemes processing Transactions.

**10.5.2** We may also refuse to pay a Transaction or refuse to allow you to make a payment into your account, if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator.

In addition, we may decide not to process payments to or from a limited number of countries or allow you to make Card payments there.

**10.5.3** We may not be able to carry out your request for a Balance Transfer or Money Transfer if the bank or lender you are making the transfer to is not a member of the Faster Payments Scheme. We are not responsible for failing to make a transfer if the bank or lender you are making the transfer to is not a member of the Faster Payments Scheme.

**10.5.4** If we refuse to authorise a Transaction under Clauses 10.5.1 or 10.5.2 or are unable to make a transfer under Clause 10.5.3, we will tell you the reason for this, provided it would not be unlawful for us to tell you. We will do this as soon as practicable after we have refused the Transaction or have been unable to make the transfer, either orally or in writing, depending on the nature of the Transaction being made. Where relevant, we will also give you details of any factual errors which caused us to refuse the Transaction or be unable to make a transfer and tell you what you can do to correct them. You may also contact us to find out why we have refused a Transaction or to correct any information we

hold, and which may have caused us to refuse to authorise a Transaction or be unable to make a transfer, on the customer services number shown on our website.

**10.5.5** If we can't make the transfer using the Faster Payments Scheme, then you can contact us to see if there is any other method available to make the transfer.

#### **11 Can you claim a refund for a Transaction you have authorised?**

**11.1** You may be entitled (depending on the circumstances) to claim a refund in relation to Transactions where:

**11.1.1** the payments were made to a supplier in the United Kingdom;

**11.1.2** the Transactions were not authorised under this Agreement;

**11.1.3** we are responsible for a Transaction which was incorrectly carried out and you or an additional cardholder notified us in accordance with Clause 18.5 below; or

**11.1.4** a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you or an additional cardholder could reasonably have expected considering normal spending patterns on the Card or the circumstances of the Transaction.

**11.2** You may be entitled to compensation if we fail to carry out a Transaction within our advertised timescales providing you notify us in accordance with Clause 18.5 below within 13 months of the date of the Transaction.

**11.3** A claim for a refund in the circumstances set out in Clause 11.1.4 above will not be accepted if:

- you specifically consented to the Transaction in accordance with Clause 10 above;
- the amount of the Transaction was made available to you or an additional cardholder at least four weeks before the Transaction date; or
- it is made more than eight weeks after being applied to your account.

**11.4** In the circumstances set out in Clause 11.3 above, you must give us any information we reasonably ask you for. We may share this information with third parties investigating your claim. We will complete our investigations within ten Business Days of your claim (or where we have asked you for information, within ten Business Days of our receiving the information we asked for) and then either refund you or tell you why we have refused your claim.

#### **12 What happens if you break this Agreement?**

**12.1** We may end this Agreement and ask you to immediately repay the total outstanding balance:

- if there is illegal or fraudulent activity on your account;
- if you become bankrupt or we have reasonable grounds to believe that you are in financial difficulties;
- if you have told us something misleading or false;
- if we have reasonable grounds to believe that you've broken this Agreement repeatedly or in a significant way; or
- if you die. In the event of your death, your estate will have to repay your total outstanding balance.

**12.2** Unless we need to close your account immediately, we'll write to tell you at least two months before ending this Agreement. We'll always follow any legal requirements before closing your account.

**12.3** This Agreement will continue until you have paid us everything you owe us.

### **13 How long will this Agreement last and how can you end this Agreement?**

This Agreement has no fixed duration, and it doesn't have an agreed end date. You can end this Agreement at any time by telling us that is what you want to do. If you do this, you must stop using the Card and pay off any amounts you owe. This will take effect when the notice is received by us.

### **14 What other costs might you have to pay?**

#### **14.1 Default Sums**

We'll charge:

- £12 each month in which a minimum payment amount that's due remains unpaid; and
- an amount to cover any loss, costs, or expenses we have to reasonably pay as a result of this Agreement being broken. We'll follow the correct legal requirements when we do this including the requirements made under the Act to serve notices before certain action is taken.

#### **14.2 Other charges**

**14.2.1** We may charge a fee on the amount of a Balance Transfer or Money Transfer. The amount of that fee will vary depending on your current offer. You can find out what this is by calling us or where you are registered, by checking on the Online Service or the Sainsbury's Bank Mobile App. We charge a cash fee of x.xx% (at least £x.xx) for Cash Advances made in the UK or abroad. We may also limit the amount of your overall balance that can be made up of Cash Advances to a percentage of your overall credit limit. This is known as a cash limit.

**14.2.2** If we apply a cash limit to your Cash Advances, we'll tell you what that limit is, and we will let you know if the limit changes at any time. We may also apply a limit to the amount you may draw from your account as Cash Advances within any one day or any other period we tell you. If we propose to increase your cash limit, we will tell you at least 30 days before we do so. If we intend to lower your cash limit because our assessment of the risk of lending to customers generally has changed, we will give you seven days' notice. If we lower your cash limit because there is a change in your circumstances or a change in our assessment of the risks of lending to you, we don't need to tell you before lowering your limit.

**14.2.3** If you make Transactions in a foreign currency, we'll change the amount of the Transaction to pounds sterling at the payment scheme exchange rate used by the Payment System (e.g. MasterCard, or Visa, depending on your Card type) on the date the Transaction is passed to us by them. You can find out the indicative payment scheme exchange rate by visiting the Mastercard website or the Visa website, as appropriate. We'll charge a non-sterling Transaction fee of x.xx% of the value of each foreign-currency Transaction.

**14.2.4** We may charge you £5 for changing your statement date if you have already asked us to change that date twice in the last six months.

**14.3** We may change any fee or charge referred to in this Agreement or introduce new charges following the relevant process set out in Clause 19.

### **15 Can you change your mind about entering into this Agreement?**

**15.1** When your account is opened, the Act allows you to withdraw from this Agreement by writing to us or calling us within 14 calendar days, starting the day after the day you receive a copy of your Agreement with your Card. You don't need to give us any reason. You can write to us at Sainsbury's Bank Credit Cards, PO Box 5289, Worthing BN11 9SX or call 08085 40 50 60.

**15.2** If you tell us you want to withdraw and you have used your Card or Card details for Transactions during the withdrawal period, you must repay to us any outstanding balance, including any interest due. This payment must be made without delay and no later than 30 calendar days after you have given us notice of withdrawal. You can contact us to find out the amount of interest payable for each day and we will tell you this without delay. You can pay using our Online Service, the Sainsbury's Bank Mobile App, the Telephone Service (if you are registered for these services), or you can pay by post.

### **16 What if you make a payment with your Card and receive unsatisfactory goods or services or the supplier doesn't do what they said they would do?**

If you use your Card to pay a supplier for goods or services direct for a single item costing over £100 but not more than £30,000 and either receive unsatisfactory goods or services or the supplier doesn't do what they agreed to do, you may be able to make a claim against the supplier, us, or both. This will not apply if you use your Card for cash withdrawals, Money Transfers or to fund an account with a third-party provider (like PayPal) and then pay for goods or services with that money or that account.

### **17 Who can you contact if you have a complaint about this Agreement?**

**17.1** We do everything we can to provide you with the service you want and expect, but we know sometimes things can go wrong. If you have a complaint, please call us on 08085 40 50 60, or if you are registered to use our Online Service, you can complete the online form available in the Contact Us section of our website ([sainsburysbank.co.uk](https://sainsburysbank.co.uk)) or you can write to us at: Customer Relations, Sainsbury's Bank, PO Box 5289 Worthing BN11 9SX. We can send you a copy of our complaints handling procedure if you ask for it or you can see it on our website.

**17.2** We will do all we can to investigate and resolve your complaint as soon as possible. If you're unhappy with our final response to your complaint, you can ask the Financial Ombudsman Service for an independent review. The Ombudsman offers a free independent service, but before they look at your complaint, they'll ask you to give us the opportunity to put things right for you. Details of how to contact the Financial Ombudsman Service are below (these details are current as of 30 September 2024):

- Post - Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Telephone - 0800 023 4567 or 0300 123 9123
- Email - [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Website - [financial-ombudsman.org.uk](https://financial-ombudsman.org.uk)

### **18 What do you need to do to keep your account secure?**

**18.1** It's important we both act to keep your account secure. We'll never:

- ask you to provide us with your Online Service password on the phone, by emailing us or through any other non-secure channels;
- ask you to transfer money to a new account for fraud reasons, even if it is in your name;
- send you an email with a link to a page which asks you to enter your Online Service log-in details; or
- ask you to carry out a test transaction online.

**18.2** Subject to Clause 22, you must not provide any of these details to anyone else.

**18.3** You and any additional cardholders must sign your Cards as soon as you get them. You must make sure that you and any additional cardholders:

- keep the Card safe and keep the PIN and other security information secret;

- don't allow anyone else to use your Card, PIN, or other security information, unless they are a Third-Party Provider; and
- don't write down or record your PIN or other security information without disguising it.

**18.4** Our Online Service is secure. You must always use the log out facility when you are finished and never leave your machine unattended while you are signed in. As a security measure, if you have not used the site for more than a certain period of time, we will ask you to sign in again.

**18.5 What do you need to do if you have a query about a Transaction or your Card is lost or stolen?**

If you:

- see a Transaction on your account that you don't recognise or see a Transaction on your account that was not correctly made; or
- believe your Card, PIN, Card details or Security Details have been lost or stolen you must call us immediately.

**18.6** If you find your Card after you report it under Clause 18.5 you must destroy it.

**18.7 What if you are a victim of fraud?**

**18.7.1** You'll not have to pay us any money for any loss caused by the use of your Card, PIN, Card details or Security Details where they have been used without your authority to enter into a distance contract (being a contract which is entered into without any face-to-face contact), for example, if a Card is used to make a fraudulent online, telephone or mail order purchase. This is subject to the following exceptions:

- If details of your PIN have been disclosed to others, you will be held responsible for all PIN based Transactions.
- If you have acted fraudulently (in some cases, we will need you to give us confirmation or evidence that you have not authorised the Transaction).

You will not be responsible if someone uses your Card or Card details before you have received your Card.

**18.7.2** Additionally in relation to our Online Service:

- If you're a victim of fraud through our Online Service and, subject to Clause 22, you have not disclosed your account, Card, passwords, or other Security Details to anyone else we guarantee that you won't lose any money on your account and will always be reimbursed in full.
- Unless you are a victim of fraud, or the payment transaction is incorrectly carried out, you are responsible for all instructions and other information that is sent using your Security Details.

**18.7.3** We don't accept responsibility for any loss you or anybody else may suffer because instructions or information you send us are sent in error, fail to reach us, or are distorted - unless you have been the victim of fraud.

**18.7.4** Telephone Service - If you think that someone else knows any of your Security Details, you must call us as soon as you can and let us know. You must give us any help we think is necessary to try to find out who might have or have used, your Security Details.

**18.7.5** Online Service – Subject to Clause 22, if you think that someone else knows your Security Details, you must change your password and additional Security Details online as soon as possible. If you have difficulty changing them online, just call us. You can give our Customer Relations team your username if you phone them to change your password or additional Security Details. Please refer to Clause 17.1 for our contact details.

**18.7.6** We may contact you if we suspect fraudulent Transactions on your Card. If we contact you, we will always check that we are speaking with the right person by asking you security questions related to your account. We will never ask you for your Card details, passwords, or other Security Details.

**19 What changes do we need to know about? / What changes can we make?**

**19.1 Do you need to tell us about changes in your circumstances?**

You must let us know if your circumstances change in a way which we might not otherwise know about, and which is likely to change our assessment of your financial standing. Examples of such changes in your circumstances include if you lose your job, if your income significantly reduces for whatever reason, or if you are off work due to long term sickness or injury.

**19.2 Can we make changes to the Agreement?**

We can change the terms of this Agreement if one of the following reasons applies:

**19.2.1** we reasonably believe that it is in your best interests to do so;

**19.2.2** to reflect changes to the law, regulations or codes of practice, a decision made by, or requirement of a court or ombudsman, regulator, or similar body;

**19.2.3** to reflect changes to the way we look after your account, or credit card accounts generally (including changes to the technology we use) because of the steps we have taken to modernise or improve our systems for managing those accounts or reasons outside our control;

**19.2.4** to correct any administrative or system related errors; or

**19.2.5** we take over, take control or buy another bank or organisation offering similar services or we are taken over or our business is bought by another bank or organisation offering similar services and the change will allow us to use the best systems available for managing credit card accounts generally and/or so our customers and customers of the other bank or organisation are treated in a similar way if they hold similar credit card accounts.

**19.3** Where we refer to 'changes' above we mean changes we know will happen or we reasonably believe will happen, or changes which have already taken place.

**19.4** Subject to Clause 19.6 below, if we decide to make a change, we will tell you about it at least seven calendar days before we make the change unless the change is to your disadvantage, in which case we will give you 30 calendar days' notice of any such change.

**19.5** We may also change any fee or charge, or introduce new charges under this Agreement to:

**19.5.1** reflect changes to the law, codes of practice or the way we are regulated;

**19.5.2** reflect changes in the costs to us of providing your account and the services and facilities available on it (including changes in technology we use);

**19.5.3** reflect our assessment of the risk associated with your borrowing based upon your behaviour or information obtained from credit reference agencies; or

**19.5.4** ensure we continue to operate our business in a financially prudent manner and remain competitive in the market.

**19.6** If we propose to change any fee or charge or introduce new charges under this Agreement, we will give you at least 30 calendar days' notice, unless the change is to your benefit, in which case we may make the change immediately.

**19.7** We'll let you know about any benefits we may offer along with your account. We may change, withdraw, or suspend these benefits at any time by giving you reasonable notice.

## **20 Can either of us transfer our rights and obligations under the Agreement to another party?**

- 20.1** You may not transfer any of your rights or duties under this Agreement.
- 20.2** We may transfer any or all of our rights or duties under this Agreement to another organisation (including organisations outside the United Kingdom). If we do this, we may let them have any information we hold about you and any additional cardholder including how you have managed your account. We may also arrange for any other person to carry out our rights or duties under this Agreement. Your rights under this Agreement and your legal rights (including under the Act) will not be affected.

## **21 Is our liability limited if things go wrong?**

We always try to provide a high level of service. However, we'll not be responsible for any loss, costs, claims, or expenses arising from any circumstances which are not normal and for any unforeseeable circumstances beyond our control. This includes but is not limited to:

- any consequences which would have been unavoidable despite all efforts to the contrary; or
- our compliance with legal and regulatory requirements.

## **22 What happens if you use a Third-Party Provider (TPP)?**

- 22.1** You may want to use the services of a TPP with your account. TPPs can do things like let you see information about all your online payment accounts, regardless of which provider they're held with (it could be banks, building societies or credit card issuers). If you authorise them to do this, they can also make payments from those accounts. The companies that provide these apps or sites are called third party providers or 'TPPs'. When you sign up to use a TPP's services you need to give the TPP your permission for them to carry out these services on your account. Before using a TPP you should check that they're authorised to provide these services in the United Kingdom.
- 22.2** If you use a TPP, this Agreement between us still applies.
- 22.3** The provisions of this Agreement will apply to instructions given by a TPP on your behalf in the same way as they apply to instructions given by you.
- 22.4** If you give your Security Details to a TPP, we'll assume that you are authorising us to let them see information about your accounts and/or to initiate payments. You'll be responsible for any payments made as a result. If you notice a problem with a payment while using a TPP, please contact us right away. If we're aware that an unauthorised third party is using your Security Details, we'll block their access to your accounts.
- 22.5** If we reasonably believe that the TPP is not authorised to provide these services or that the TPP's access or any payment instruction we receive from them is unauthorised or fraudulent, we can deny them access. If we can, we will tell you before we do this and we will tell you why we are doing this, unless doing so would compromise our security measures or we believe doing so would be unlawful. If we cannot tell you this before we deny the TPP access and providing there are no reasons for not doing so, we will tell you immediately after. We will restore access once we are reasonably satisfied that the reason for denying access no longer exists.
- 22.6** We can also deny access to a TPP where we suspend, restrict, or cancel your or an additional cardholder's use of a Card, refuse to issue or replace a Card, or stop the use of the Online Service, the Mobile App or the Telephone Service for any of the reasons set out in Clause 9.1.

## **23 How do we keep your personal data safe and with whom can we share it?**

We will keep any information you have provided to us confidential. However, you agree that we may share this information with other

companies within the Sainsbury's Group (as detailed in our Privacy Policy, which we may amend from time to time). Please see our Privacy Policy (found on our website at [www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy](http://www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy)) for more details about how we and the Sainsbury's Group will use your information.

## **24 How will we communicate with you?**

- 24.1** We'll send all notices, information, and statements to you using the contact details you have provided to us. Where we are allowed by law to do so, we may send copy documents and any notices about your Agreement to you electronically, including to your Sainsbury's Bank Online account secure mailbox, by email or text message to the address or number that you have provided to us for that purpose and, where necessary, in a format that you can store. If we send you documents, notices or information by post, we'll treat them as arriving three Business Days after we posted them. If we send you documents, notices or information electronically, we will always treat them as having arrived on the same day we send them unless we know that you have not received them (for example where we receive an 'email undeliverable' notice). You must keep all contact details we hold for you up to date including your name, address, email address or telephone number, telling us straightaway about any changes. If we lose contact with you, we may instruct tracing agents to try to locate you and you will be responsible for any reasonable costs and charges we incur.
- 24.2** We can monitor and record phone calls to or from us. We do this to check what was said and also to help us train our staff.
- 24.3** We will always communicate with you in English.

## **25 What law governs this Agreement?**

- 25.1** The law of the country in which you live at the date of entering into this Agreement will apply to the Agreement. For example, if you live in England at the time of entering into this Agreement then English law will apply.
- 25.2** If there is a dispute relating to this Agreement and we wish to bring a claim against you in court we will bring the claim in the courts of the country in which you live at the date of starting court proceedings. For example, if you live in England at the time the claim is brought, we will bring the claim in the English Court.

## **26 Is there anything you should note about enforcing our respective rights?**

- 26.1** If we choose not to enforce our rights under the Agreement at some point, we do not lose the benefit of these rights and can enforce them at a later date. We may also accept part-payments marked by you as 'payment in full' or with similar wording without losing our right to claim full payment.
- 26.2** Each paragraph and subparagraph in this Agreement is separate from the others. This means that if we can't enforce any one paragraph or subparagraph, it won't affect our right to enforce any of the others.
- 26.3** Nobody other than we or you can enforce any part of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **27 Who supervises us?**

- 27.1** Sainsbury's Bank is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Our Financial Services Register Number is 837287. You can check these details by visiting the Financial Conduct Authority's website [fca.org.uk](http://fca.org.uk) or by contacting them on 0800 111 6768. These details are current as of 30 September 2024.
- 27.2** The Financial Conduct Authority is the authority supervising consumer credit business in the United Kingdom under the Act. Its head office is located at 12 Endeavour Square, London E20 1JN.

## 28 What do we mean by some of the terms we use in this Agreement?

The following words have a special meaning in this Agreement:

**Act** – Consumer Credit Act 1974, as amended.

**Balance Transfer** - any amount we allow you to transfer to or from another United Kingdom Credit Card account.

**Business Day** - any day other than Saturdays, Sundays, or public holidays.

**Card** - any credit card that we give you or any additional cardholder to use with your account.

**Cash Advance**- cash obtained by using your Card and Money Transfers, Finance Payments or Gambling Transactions made with the Card (including all ATM withdrawals but excluding the purchase of traveller's cheques and/or foreign currency).

**Default Sum(s)** - an amount (other than interest) payable by you under this Agreement because you have broken the terms of the Agreement. Please see our website for details of the Default Sums payable under this Agreement.

**Faster Payments Scheme** - the Faster Payments Scheme is a service in the United Kingdom that enables funds transfers between banks in near real time. Occasionally payments may take up to two hours to go through.

**Finance Payment** - using your Card to repay finance such as a loan agreement or hire purchase agreement.

**Gambling Transaction** - using your Card to purchase lottery tickets or take part in any form of gambling such as betting, gaming, or wagering, whether this is online or via another means.

**Money Transfer** - any amount we allow you to transfer to a Bank account in the United Kingdom in your name.

**Mobile App/ The Sainsbury's Bank Mobile App** - the Sainsbury's Bank mobile banking application, as adjusted and updated from time to time.

**Online Service** - our service allowing you to access information and services online.

**Payment Date** - the date by which you must make your minimum monthly payment.

**Payment Device** – a device such as a phone that has your Card details on it which you can use to make payments.

**Payment System** - the payment system under which we issue the Card and any of the people or organisations who own and operate the system.

**PIN** - your personal identification number for you or any additional cardholder to use with the Card.

**Purchases** - goods and services bought using the Card or Card account number.

**Recurring Transaction** - your instruction for us to make regular payments to a company or some other person. We will pay them when the person you have authorised to receive the payment asks us to make this payment.

**Remaining Balance** - the debit balance before the addition of any fees, interest, and charges.

**Security Details** - the security details we give you, or which you choose, which allow you to access information and services and make payments on your account and include: the passwords and/or username used to confirm your identity when using the Telephone Service, the Online Service or the Mobile App and the additional security details we set for you when using the Online Service or the Mobile App.

**Statement Balance** - the debit balance shown on your statement including any fees, interest, and charges.

**Telephone Service** - our service which allows some customers to access certain information and services and make payments by telephone.

**Third-Party Provider/ TPP** - an online provider which you can authorise to access information on your Card account and/or instruct payments to be made using your Card. When we mention you giving us an instruction, this also includes a third-party provider giving us an instruction on your behalf.

**Transaction** - a Purchase, Balance Transfer, Money Transfer or Cash Advance made by you or any additional cardholder.

### Contact Us

If you have any questions, you can visit the Support section of our website where you will find answers to most of your queries. If you would like more information or have any other questions, please contact us using the contact details set out on our website.

30/9/24

We can provide documents in large print, Braille or on audio. You can also contact us via the Text Relay service (Next Generation Text) for general product enquiries - please call 18001 08085 40 50 60 to access this service.

Telephone calls are free from a landline and from a mobile when calling from the UK and may be recorded for security purposes and monitored under our quality control procedures. All information is correct at the date of printing. Sainsbury's Bank plc, Registered Office, 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register no. 184514). Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.