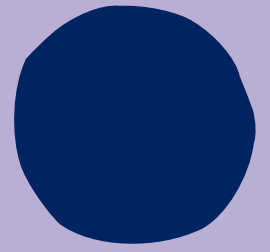



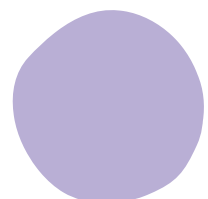
# Credit Card Agreement.



# Credit Card Agreement.

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If you need to print this document please print from **pages 2-10** to save on printer ink.



# Credit Card Agreement regulated by the Consumer Credit Act 1974

## Part 1: Credit Card Agreement

This is an agreement between:

Us: TSB Bank plc, Card Services, PO Box 453, Mitcheldean GL14 9LR;  
and  
You: [Customer Name, Customer Address, Customer postcode]

Your agreement is made up of this Part 1 (Credit Card Agreement) and Part 2 (General Terms and Conditions). You'll need to read both parts. When we say "we"/ "us"/ "our", we mean TSB Bank plc, and any person we may transfer our rights or duties to. Just let us know if there is anything you don't understand. You should keep a copy of this agreement so you can look at it when you need to.

### 1. Your credit limit

#### 1.1 Your credit limit

Your credit limit is the maximum amount we'll let you borrow using your credit card. We'll set a credit limit and tell you what it is after we've opened your account. You can also find your credit limit on your statement.

#### 1.2 How your credit limit can change

We'll tell you at least 30 days before increasing your credit limit.

We'll normally inform you before decreasing your credit limit, but we may reduce it without advance notice in the following circumstances:

- you're not paying your contractual minimum payment; or
- credit reports (or any other information) indicate an inability to repay debts due to us or any other lender.

If you're unhappy with the decrease to your credit limit you can close your account (see Part 2, section 7.2).

### 2. What's the annual percentage rate (or "APR") and total amount payable?

These are figures that help you compare different credit cards. The APR takes into account not just the interest but also other fees you may have to pay. We show you these when you take out your card, but we won't show you them in any copies of this agreement we send you in the future.

The APR is XX.XX% (variable).

The total amount payable is £X.

We've calculated them by assuming (as required by regulation) that all of the following apply:

- we both keep to the terms of this agreement;
- your credit limit is £X;
- you make a single **purchase** of this amount immediately and you pay it back over one year in 12 equal monthly payments;
- we charge interest at the standard interest rate which applies to **purchases**;
- we haven't used any promotional offer rates;
- that the interest rate doesn't change; and
- each payment includes the interest added to your account that month.

### 3. Your interest rates and how interest is charged

#### 3.1 Interest rates

Your standard variable interest rates (see section 3.2 below) apply, unless a promotional offer is in place (see section 3.3 below).

We may offer promotional rates and fees for a specific **transaction** type or balance for a limited time (a **transaction** means **cash transactions**, **balance transfers** and **purchases**, as detailed in section 3.2 below).

We'll provide details of the promotional offer before it's available and before it ends.

#### 3.2 What is a standard interest rate?

Transaction type	Standard interest rates
<b>cash transactions</b> are cash withdrawals (including fees), buying currency (including digital currency) or travellers' cheques, cash-like transactions (including sending money orders or person-to-person transfers via payment apps), and gaming transactions (including gambling, buying gaming chips or lottery tickets and spending on gambling websites).	X% p.a. (variable).
<b>balance transfers</b> are amounts we allow you to transfer to or from another UK credit card or some store cards in your name. Transfers to or from another TSB credit card account are not permitted, unless we tell you otherwise.	X% p.a. (variable).
<b>purchases:</b> these are payments for goods or services that you make or authorise by using your card or card number.	X% p.a. (variable).

#### 3.3 Your introductory promotional offer rates

##### Introductory promotional offer rates

**balance transfer** - X% p.a. for **balance transfers** made within 90 days of account opening. This rate is fixed for X months from the date we open your account and includes your **balance transfer** fee.

**purchases** - X% for X months from the day we open your account.

#### 3.4 How is interest charged?

We calculate interest daily on the total amount you owe each day. If you pay the balance in full by the payment due date, this amount will not be added to your next statement.

If the full balance is not paid every month, the interest calculated on the outstanding balance will be added to your account and shown on your next statement. This means you'll pay interest on top of interest, which is called compound interest. Your standard interest rates take this compound interest into account.

We won't charge you compound interest on default charges.

#### 3.5 Interest on fees

Interest is applied on fees at the same rate as the **transaction** type the fee is for. When a promotional offer is in place, interest will be charged at the promotional offer rate. When the promotional offer rate comes to an end, standard interest rates will apply.

See Part 2 section 5 for details of our fees and how this works.

#### 3.6 We can change your interest rates

Standard interest rates are variable and can change. We can also change how they are charged or calculated; introduce different rates for different **transaction** types; or introduce different types of rates.

Changes to standard interest rates apply to all new **transactions** as well as any outstanding balances of that **transaction** type, including interest and fees, from the date of the change. Promotional rates on your account won't be affected.

#### 3.7 Why we'll change your interest rates and how much notice we'll give you

We'll tell you at least 30 days before increasing your interest rate. We can do this for reasons that are personal to you, for example:

- breaking the terms of this agreement. This could be frequent missed or late payments, payments (such as direct debits) returned unpaid or repeatedly exceeding your credit limit;
- breaking the terms of another product you have with us;
- if we receive information from credit reference agencies about changes in your financial status.

We can also change your interest rates for good reason, or to respond fairly and proportionately to relevant changes, including:

- where our cost of lending increases or is likely to increase due to increases to: the interest and costs we need to pay to borrow money from other banks and lenders; or to the interest we pay to customers who have savings accounts and bank accounts with us; or to other market interest rates, such as the Bank of England Base Rate;
- to ensure a reasonable and sensible approach to managing our business and balancing our income and costs;
- to align the way we treat similar customers; or
- to reflect material changes in operating costs, including technology, regulatory or funding costs.

If we reduce your interest rate, we'll let you know before the change happens.

#### 3.8 If you don't want the increase to apply

You can close your account within 60 days of being notified of an interest rate increase. You can do this by contacting us using the details at the end of this agreement. If you close your account, you'll need to pay back your full balance at the interest rates which apply at the date of closure of your account.

## 4. What fees apply?

We may offer promotional fees for specific **transaction** types or balances for a limited time. If you have them at the start of this agreement, they are set out below. You can find your promotional fees on your monthly statement.

##### Introductory promotional offer fee

**balance transfer** - X% for **balance transfers** made within 90 days of account opening.

See Part 2 section 5.1 for details of our standard fees.

## 5. Paying us back

### 5.1 Your monthly statement will show you the minimum payment you need to make that month

You must make at least the minimum payment by the payment due date every month.

### 5.2 Your normal minimum payment

If your full balance is less than £5, you need to pay the full balance shown on your statement.

Otherwise, you need to pay at least the required minimum payment, which is the higher of £5 or:

- 1% of the total balance shown on your statement, plus
- interest shown on your statement.

### 5.3 Your minimum payment if you're in persistent debt

Persistent debt means you've been paying more in interest, fees and charges than you have on paying down your credit card balance for 18 months. If your account is in persistent debt, we'll write to you to let you know.

If your account is then in persistent debt for a further 18 months, the balance at that (36 months) point will be your "persistent debt balance". We'll write to you confirming any actions we'll take to help you repay your persistent debt balance within four years from that point in time, which will also include a change to how we calculate your minimum monthly payment (see below). This change will be permanent to prevent future persistent debt (unless we let you know otherwise).

If your balance is less than £5, you need to pay the full balance.

Otherwise, the minimum payment is the higher of £5 or the sum of: the persistent debt balance still remaining, plus the total interest charged on that balance for the remaining months, divided by the remaining months (of the four year period); plus your minimum payment for any subsequent new spend you have made on your account since the 36-month point.

For any subsequent new spend you've made on your account, the minimum payment for that subsequent new spend will be: double the amount of interest that month; and double any fees (excluding **balance transfer** fees) applied to your account that month. If no interest, fees or charges are payable that month, the minimum payment will be 1% of that subsequent new spend balance.

### 5.4 When your minimum payment is due

You need to make the minimum monthly payment by the payment date shown on your statement, which will be about 25 days after your statement date.

The information below (other than the General Terms and Conditions) does not form part of your terms and conditions.

#### Using your information for making and receiving payments:

When you take out the credit card, you explicitly agree to us accessing, processing and keeping any information you give us, to allow us to provide payment services to you under the Payment Services Regulations 2017. You can withdraw consent at any time by repaying the balance and closing your account. If you do this, we'll no longer use your information for this reason. We'll still use and share your information for other reasons. These are explained in our Data Privacy Notice.

## Part 2: General Terms and Conditions

### 1. Opening your credit card account

Once your account is open, we'll send your card to you a few days later. You can then use your account by using your card and security details or an authorised online third-party provider (find out more in section 14 below). If, after you've applied, we find out something about you or your circumstances that would reasonably have affected our decision to lend to you, we won't open the credit card account. We'll let you know if this happens.

### 2. Credit limit: further information

#### 2.1 If you don't want your credit limit to be increased or want to lower it

You can tell us if you don't want us to increase your credit limit or if you want a lower limit on your account. If you ask us to lower your limit, we might only be able to do this to a certain amount – this is because we require a minimum limit on your account. You can also tell us if you don't want to receive any automatic credit limit increases in the future.

#### 2.2 How to contact us about your credit limit

If you want to talk to us about your credit limit, you can find our details at the end of this agreement.

#### 2.3 If you go over your credit limit

You must not go over your credit limit at any time. If you try to pay for something that would take you over your credit limit, we may decline the payment. If we do decline it, the payment won't be made, and we won't charge you.

Sometimes we might allow certain **transactions** to be made which would take you over your limit, to stop them from being declined. This could depend on your financial circumstances, the way you've used your account in the past, how you make the **transaction**, and the amount of the **transaction**. But if we do allow the payment to be made which means you go over your credit limit, your credit file may be affected and this could make it more difficult to borrow money in the future.

### 3. Paying us back: further information

#### 3.1 How we allocate your payments towards your balance

If you don't pay off your full balance each month by the due date, we'll use your payments to reduce the amount you owe in the following order:

- the balance on your statement; then
- any recent **transactions** not yet shown on your statement.

Subject to section 3.2 below, payments will be applied to balances with the highest interest rates first, moving to those with lower rates. If there is more than one type of balance at the same interest rate, they are normally paid off in this order: **cash transactions, purchases, and balance transfers**, and then any default charges, including any associated interest, fees or Credit Card Repayment Cover premiums. For each balance type, your payments will typically pay off the oldest balance first. Where multiple promotional rate balances are present, your payments will pay off the balance that has the promotional rate expiring soonest.

#### 3.2 How we allocate your payments towards your balance if you're in persistent debt

When you're in persistent debt, your minimum payment will always be allocated to your persistent debt balance and still split across different balance types, such as, **cash transactions, purchases, balance transfers**, based on the calculated minimum amount due for each **transaction** type.

If you pay more than your contractual minimum payment in any given month, payments will be applied to your persistent debt balances with the highest interest rates first, moving to those with lower rates. If there is more than one type of balance at the same interest rate, they are normally paid off in this order: **cash transactions, purchases, and balance transfers**, and then any default charges, including any associated interest, fees or Credit Card Repayment Cover premiums. For each balance type, your payments will pay off the oldest balance first.

Only once your persistent debt balance has been fully repaid will your payments start to be applied in accordance with section 3.1 above.

#### 3.3 Paying back more than your minimum payment

You can pay back more than your minimum payment each month. If you only pay your minimum payment each month, it will cost you more in the long run as it will take you longer to pay off your balance and you'll pay more interest. If you only pay your minimum payment for a sustained period, you could enter persistent debt. Part 1, section 5.3 explains what this means. You shouldn't pay us more than the total amount you owe.

#### 3.4 Paying your balance

Your monthly statement will show you how you can make a payment to us. It will also show you how long a payment will take to reach us depending on how the payment is made and where it has come from. Payments must be made in pounds sterling and reach us on time.

### 3.5 Paying by direct debit

If you choose to pay off all or some of your balance by direct debit, you can set up your direct debit to cover:

- your contractual minimum payment each month; or
- the full balance shown on your statement; or
- a fixed amount of your choosing; or
- a percentage of your choosing.

If it is set up for a fixed amount, we may reduce your direct debit payment if your balance is lower than the scheduled payment or increase your direct debit payment if it's not enough to cover your minimum payment.

### 3.6 We can change your monthly payment or statement date

We can change your statement or payment date. We'll let you know before we do this.

### 3.7 When your payments are applied

In this agreement, a business day is 09.00am to 5.00pm on Monday to Friday other than bank holidays in England.

We'll apply your payment to reduce your balance when we receive it, unless we receive it on a non-business day, or after the cut-off time on a business day, in which case we'll apply it at the start of the next business day.

The "cut-off time" is the time towards the end of the business day, by which we must receive all payments if they are to be processed that day. The cut-off time is different depending on how you pay.

You can ask us for further information about the relevant cut-off times and branch opening hours.

## 4. Interest-free period

If the full balance, including any **balance transfers**, shown on your previous and current statement is paid on time, you won't be charged interest on any new **purchases** shown on your current statement.

This could give you an interest-free period of up to 56 days. This only applies to new **purchases** that are shown on your current statement. You can see how this works below:

Credit card statement, dated 1st July, covering 2nd June to 1st July	You pay the full balance by the payment due date of 25th July.
<b>purchases</b>	You spend £100 on 1st July, and a further £120 on 15th July.
Credit card statement, dated 1st August, covering 2nd July to 1st August	You pay the full balance of £220 by the payment due date of 25th August.
Interest-free period	You will not pay any interest on these <b>purchases</b> . <ul style="list-style-type: none"> <li>• For the <b>purchases</b> made on 1st July, you'll have had an interest-free period from the <b>purchase</b> date to 25th August (56 days).</li> <li>• For the <b>purchases</b> made on 15th July, you'll have had an interest-free period from the <b>purchase</b> date to 25th August (42 days).</li> </ul>

This example assumes a minimum payment of 1% of the balance + interest.

## 5. What fees apply?

### 5.1 Fees when you make a transaction

Unless we tell you that a fee isn't payable, or that a different fee applies (like a promotional offer fee), we apply the standard fees set out below:

Type of fee	Standard fee
<b>balance transfer</b>	5% of the amount of each <b>balance transfer</b> you make.
<b>cash transaction</b>	3% of the amount of each cash withdrawal you make in any currency (including sterling) minimum £3.
Non-sterling <b>transaction</b>	2.95% of the sterling amount of any foreign exchange <b>transaction</b> you make.

Any fees applied form part of that **transaction** type balance.

**Real life example:** if you make a £1,000 **balance transfer** on a promotional offer of 0% interest for 12 months with a 5% fee, we'll add a **balance transfer** fee of £50 to your overall balance. We'll apply 0% interest on that fee for 12 months. At the end of 12 months, if your **balance transfer** and fee have not been fully repaid, we'll start applying interest on the outstanding balance for this **transaction** type, at the standard interest rate for **balance transfers**.

### 5.2 Interest on fees

Interest is applied on fees at the same rate as the **transaction** type the fee is for.

**Real life example:** if you withdraw cash or purchase currency a **cash transaction** fee will be applied to your account. We'll apply interest on that fee at the standard interest rate for **cash transactions**.

### 5.3 Historic default charges

If you opened your credit card before April 2023, you may also have historic default charges on your account which form part of your outstanding balance.

You will pay interest on the default charge amount. This will be the same rate as for **purchases** but you won't be charged interest on interest.

### 5.4 Non-sterling transactions

You can use your card to take out cash or make a payment in a foreign currency. If you do, we'll change the amount into pounds sterling on the day it's processed by the card organisation, for example, Mastercard or Visa. The card organisation symbol will be printed on your card.

The exchange rate we use is set by the card organisation. We use the rate that applies at the time the conversion into pounds sterling takes place. This rate changes all the time. You can find out the current rate for European Union currencies in a European Economic Area country by visiting [www.tsb.co.uk/help-and-support/currency-conversion-calculator](http://www.tsb.co.uk/help-and-support/currency-conversion-calculator)

We also add a non-sterling **transaction** fee to cover our costs when we convert the payment or withdrawal into pounds sterling. If you take out cash abroad, we'll also charge you the cash withdrawal fee.

**Real life example:** If you withdraw €50, and we convert that into £45, we'll apply a non-sterling **transaction** fee of £1.35 and a cash withdrawal fee of £3. So your total fee will be £4.35.

### 5.5 When do you need to pay each fee?

Any fees incurred will be shown on your monthly statement and due as part of your outstanding balance. The outstanding balance must be repaid in accordance with the terms of this agreement.

### 5.6 Changing your fees

We can change our fees, please see section 21 below for further details on any changes we can make.

## 6. Missed or late payments

### 6.1 What happens if you miss a payment, or you're late making a payment to us?

If you miss a minimum payment, your next statement will show the current month's minimum payment which will include any missed payments from previous statements.

Missing a payment or late payments could have serious consequences for you. For example:

- We may tell credit reference agencies about the missed or late payment. This could make it harder or more expensive for you to borrow money in the future.
- We may take legal action against you if you regularly don't make payments. If that action is successful, we can ask the court to let us enforce that court order in many ways. For example, we could get an order against your home which means that, when your home is sold, the amount you owe is paid to us out of the sale money. This is called a Charging Order (in England and Wales), an Inhibition (in Scotland) or an Order Charging Land (in Northern Ireland).

We will charge interest at the relevant standard interest rates. We may also charge you our reasonable costs and expenses if you break these terms and conditions, for example, if you don't keep your contact details up to date and we need to use an agent to find your new contact details.

### 6.2 We can use money from other accounts you hold with us

You authorise us to make payments due to us under this agreement from current and/or savings accounts you have with us (including joint accounts). We'll only do this in line with any legal or regulatory requirements that apply to us.

## 7. How long does this agreement last?

This agreement starts when we open your account and will continue until it's ended by us or you. It has no fixed or minimum duration.

### 7.1 Changing your mind when you first open your credit card account

When you first open your account, you can withdraw from this agreement without giving a reason by calling or writing to us within 14 days from the day after you receive your first card.

If you do this, you'll need to pay us back any outstanding balance (including interest) within 30 days of telling us you've changed

your mind. Please contact us (by using the details at the end of this agreement) to ask how much interest you need to pay back, as the interest you need to pay us will depend on when you pay us back. We'll tell you how you can pay us back.

## 7.2 You can end this agreement at any time

This agreement has no fixed or minimum duration. You can tell us you want to close your account at any time by using the contact details at the end of this agreement.

## 7.3 We can end this agreement

We can end this agreement at any time. We'll normally give you at least two months' notice before we do this. In exceptional circumstances, we can close your account immediately. This might be, for example, if:

- you're acting fraudulently;
- you've been made bankrupt or entered into a voluntary arrangement with your creditors;
- you're behaving improperly (for example, in a threatening or abusive manner);
- you're using a service or money illegally (or are allowing someone else to do so);
- you've seriously or regularly broken these terms and conditions in some other way;
- you move to an address outside the UK and are no longer a UK resident;
- we've been told to close your account by the Home Office if you're no longer entitled to be in the UK;
- by having the agreement with you, we may be exposed to action from any government, regulator or other authority or may break a legal or regulatory requirement; or
- we're notified of your death – in which case we'll ask your estate to repay anything you owe us.

## 7.4 If you don't use your card

If you haven't been using your card for 12 months or longer, we may get in contact with you and give you two months' notice that we're going to close your account.

## 7.5 What happens next?

As soon as you tell us you want to close your account, or we tell you we're closing your account, you won't be able to use your card unless we tell you otherwise, so you must:

- stop making any **transactions** and destroy all cards by cutting through the card's chip; and
- cancel any recurring payment instructions you've given to others to charge your account. This may be, for example, subscriptions services. Remember these may only come out of your account once a year.

This agreement will continue until you've repaid everything you owe us, including any **transactions**, interest and fees added to your account after you told us you wanted to close your account, or after we told you we were closing your account.

We may require you to repay the full amount you owe under this agreement if we need to end the agreement for one or more of the reasons set out in section 7.3 above. We'll follow legal requirements for your protection before we ask you for payment in full.

## 8. Complaints

### 8.1 How to make a complaint

If you feel we've made a mistake, or haven't met your expectations, please let us know. We want to make sure we put things right for you and make sure we don't repeat any mistakes in the future. We'll try to sort out your complaint as soon as we can. You can tell us by:

- using our online complaint form, which you can find at [tsb.co.uk](https://www.tsb.co.uk); or
- contacting us using the contact details at the end of this agreement.

### 8.2 If you're still not happy

If you're unhappy with our final response to your complaint, you can ask the Financial Ombudsman Service to look at it. They'll only look at your complaint once you've tried to resolve it with us. Details of how to complain to the Financial Ombudsman Service are available at: [www.financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

## 9. What happens if you use your credit card to buy something that doesn't arrive or is unsatisfactory?

You may have the right to claim against the supplier (sometimes also known as a section 75 claim), us or both for **purchases** of goods or services costing more than £100 and less than £30,000 which were paid for (or partially paid for) under this agreement.

If your claim is successful, we may use that money to reduce any arrears you owe under this agreement.

## 10. Who's the regulator under the Consumer Credit Act 1974?

It's the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN. They are the supervisory authority under the Consumer Credit Act 1974.

## 11. Your card and PIN

When we talk about your "card" in these terms and conditions, we mean any card issued to you under this agreement. This includes renewal, replacement, additional cards, digital versions of cards and card details stored on an electronic wallet, smartphone or another device.

### 11.1 Using your card

When using your card you must:

- follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised use of your card or security details;
- not use it for anything illegal or for any business purpose;
- only use it during the validity period on the card;
- not let anyone else use it; and
- keep it secure and protect it from damage.

You should always sign your card as soon as you receive it.

Your card will be contactless – you can let us know if you don't want it to be.

### 11.2 Changing your card type

Your card type is Mastercard, Visa or any other card acceptance scheme.

We may issue a different card type from the one you applied for, to be used alongside or instead of your existing card. Your signature on the agreement will be taken as your request for us to do so. If you change to another card type, we may give you a new card or account number. If your card type changes, we'll write to you as set out in section 21.2 below. The terms that apply to any promotional offers will not be affected if we give you a new card type and we'll tell you if there are any changes to the interest rates, fees and credit limits.

## 12. Keeping your account safe

### 12.1 Your security details

When we talk about your "security details" we mean your card Personal Identification Number (PIN), passwords, your login details, security numbers or codes (including One-Time Passwords we send to your mobile phone or email address), your fingerprint or other distinctive personal characteristics used to make an instruction or confirm your identity and which can be used in combination with your card.

### 12.2 What you need to do to keep your account safe

To keep your card and account safe:

- don't let anyone else know or use your security details;
- don't choose an obvious PIN;
- don't share your PIN or password with anyone;
- don't write your details down or in a way that is recognisable; and
- don't let anyone listen in to your calls with us or watch you entering or making use of your security details.

You must follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised use of your security details.

### 12.3 Stopping or suspending you from using your card or security details

We may stop or suspend you using your card or security details, if we reasonably consider it necessary for reasons relating to:

- the security of your account or security details; or
- suspected fraud or unauthorised use of your account or security details; or
- a significantly increased risk that you may be unable to make your repayments; or
- if your account is in persistent debt (see section 20 below).

As all cards belong to us, we (or a person acting for us, for example a retailer or cash machine), may take or retain a card if we stop or suspend your right to use your account.

### 12.4 When and how we'll tell you if we're not letting you use your card, or security details

We'll tell you as soon as possible. You must then stop using the card, card number or security details.

If we can't tell you in advance, we'll tell you immediately after. We'll usually contact you by calling or sending you a text message, by displaying a message in the TSB Mobile Banking App or via Internet Banking or telling you at the time you try to make a payment. But we might not be able to tell you if that means we might compromise our security measures or if there are legal reasons that we can't do so.

We'll remove the stop on your card or security details as soon as we can, once the reasons for stopping it are resolved.

## 13. Additional cardholders

### 13.1 Additional cardholder(s) and adding them to your account

You can name another person as an additional cardholder on your account. They must be over 18. You can do this by getting in touch with us using the contact details at the end of this agreement. If they're eligible, we'll send you their card.

### 13.2 What you need to do

You're responsible for all use of and the money owed on your account. This applies even if an additional cardholder makes you break this agreement.

You should make sure that they are aware of, and keep to, all conditions relating to the use and safety of your credit card.

### 13.3 Can you remove them from your account?

Yes. You can remove an additional cardholder at any time by contacting us using the details at the end of this agreement.

### 13.4 What else do you need to know?

- We won't give additional cardholders information about your account unless you agree.
- If we receive notice of your death, any additional cards will be cancelled.
- An additional cardholder will not be able to give payment instructions using your card or security details if we've been instructed by the Secretary of State for the Home Department to remove the additional cardholder's ability to access an account under section 4OG of the Immigration Act 2014 (as amended by the Immigration Act 2016). We'll tell you and the additional cardholder as soon as we can, after we have done this.

## 14. Third parties' access to your account

### 14.1 What is an authorised online third-party provider?

This is a third party who provides services like making **balance transfers** from your credit card account or using information from your account so you can see all your account information in one place. You'll only be able to use a third party if they're authorised and acting in accordance with the relevant regulatory requirements and a participant in the UK's Open Banking initiative. You can check whether a provider is authorised and part of the Open Banking initiative by checking the information they give to you and by checking [www.openbanking.org.uk](http://www.openbanking.org.uk). A third-party provider that is authorised and part of the Open Banking initiative should not ask you for your security details.

### 14.2 Giving a third-party provider access to your account

If you want to allow an authorised online third-party provider to have access to your credit card account:

- you must have registered for Internet Banking; and
- you must give them specific consent to access your account details via Internet Banking.

### 14.3 Removing a third-party provider from your account

If you want to stop an authorised online third-party provider accessing data regarding your account, you can do this in Internet Banking under the 'Account Tools' section. We suggest you also speak to the authorised third-party provider and ask them to remove your account from their service.

### 14.4 We can stop a third-party provider from accessing your account

We can stop an authorised online third-party provider from accessing your account where we reasonably consider it necessary to protect the security of your account.

## 15. Statements

It's important that you check your statements and any information we send with them.

### 15.1 When you'll get a statement

You'll usually get a statement every month. We won't send you a statement if there is no balance on your account and there has been no money in or out of your account since your last statement, unless there's important information on the statement we need to tell you.

### 15.2 How will you get statements?

We may send you statements and other correspondence electronically. We'll send them either to your Digital Inbox or to the email address you provided to us. We call these "paperless statements". If you don't receive statements electronically, we'll post them to you.

### 15.3 What's included in your statement?

Your statement will show you if you owe us anything, information about **transactions**, payments towards your account, and fees and currency conversions on your account. You'll also be able to view this information online if you're registered for Internet Banking.

### 15.4 What you need to do when you get a statement

Please read it carefully, along with any other information we send you, and make at least your contractual minimum payment by the due date shown on your statement. If you think anything is wrong, for example if there's a payment you don't recognise, please tell us as soon as possible.

### 15.5 What happens if you don't receive a statement?

You must pay us even if you don't receive your statement. Please let us know if you're not receiving statements when you should. You can do this by contacting us using the details at the end of this agreement.

### 15.6 Requesting a copy of a statement

You can ask us to send you a copy statement by using our contact details at the end of this agreement.

## 16. Lost or stolen cards or security details

### 16.1 What you should do if your card is lost or stolen

You should let us know as soon as your card is lost or stolen, or your security details are or could be misused. You can find our contact details at the end of this agreement. If you later find the reported cards, you must destroy them.

### 16.2 What happens if someone else uses your card or security details?

You won't have to pay us anything for unauthorised use of your account unless we can show:

- that you gave someone your card or security details (except where you can prove you were the victim of fraud); or
- you acted fraudulently.

In this situation, you may be liable for any **transactions** made before you notify us that your card is lost, stolen or your security details are or could be misused.

You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your account, or in relation to any other **transaction** we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities in the UK or (if appropriate) abroad.

## 17. Transactions

We explain the different **transactions** you can make in Part 1, section 3.

### 17.1 Authorising transactions

We'll assume that you or the additional cardholder have authorised a **transaction** if:

- your security details or the contactless function on your card are used to make a payment, as long as any relevant security checks have been completed by us; or
- we receive an instruction from an authorised online third-party provider in relation to your account; or
- we receive an instruction for a recurring payment instruction.

We may contact you and ask for additional information in certain circumstances. For example, when you use your card number to make a payment online, we may ask you to provide further security details to confirm the **transaction**.

When we work out your available credit for authorising **transactions**, we include authorisations for **transactions** we've approved but haven't yet been applied to your account and any amounts that we have been asked to block by a retailer to ensure you can pay them (for more information see section 17.4 below).

### 17.2 When we can refuse to carry out a transaction or payment into your account

We can refuse to carry out a **transaction** or make a payment into or out of your account if:

- allowing the **transaction** would take you over your credit limit or any applicable **transaction** limit or we have concerns about your ability to repay us;
- you haven't given us the correct payment details or the information you've provided is unclear;
- it seems unusual compared with your normal card usage (see section 17.6 below);
- we reasonably believe that you have used, or are using your account for illegal or fraudulent purposes;
- you've obtained the money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect ourselves);
- we reasonably consider it is necessary to protect the security of your account or card;
- 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;

- you do not pass our security checks, for example by entering your security details or using a One-Time Password we send you when you try to use your card online;
- you do not provide us with identification to allow us to verify your identity within a reasonable time after we've asked you to do this;
- the **transaction** is to a UK gambling merchant; or
- any other reason set out separately in this agreement applies.

We may also decide not to process payments to or from certain countries or allow you to make card payments there. We'll tell you which countries if you ask us or if you try to make a payment there.

### 17.3 How will you know if a transaction is refused?

- **A transaction or payment into your account or we are unable to carry out a balance transfer:** we'll let you know as soon as we can that we've refused the **transaction** or are unable to carry out the **balance transfer** request unless the law prevents us from telling you.
- **Payment for a purchase:** the retailer will be told of the refusal and is likely to ask you for alternative payment. Sometimes, a retailer can't immediately tell you that a **transaction** has been refused.
- **A cash withdrawal:** the cash machine will state if the **transaction** is declined.

You can contact us to check whether a **transaction** has been approved or to find out why we've refused one. Unless the law prevents us, we'll tell you why we've refused the **transaction** and whether there is anything you can do to resolve the issue.

### 17.4 A retailer can ask us to block a certain amount of money on your card

Sometimes a retailer asks us to block a certain amount of money on your account to make sure you've got enough money to pay them. This is called earmarking. Usually this happens where you don't know the exact cost when you agree to the payment. This could be for things such as car hire or a stay in a hotel. Once this money has been earmarked, you won't be able to spend it. We'll only earmark money if you've agreed with the retailer to let it take an exact amount from your account. When the retailer asks us to take the final amount, if it's lower than the amount you agreed with them, we'll release the block on the remaining money without delay. At the latest this will always be straight after the retailer asks us to make the payment.

### 17.5 Transaction limits

We can set limits on your account or in relation to **transactions**. We'll let you know what these limits are and when they change. For example, we can limit:

- how much cash you can take out from a cash machine using your card; and
- contactless **transactions**, **balance transfers**, or other **transactions**.

We may also set some payment limits for security reasons. We won't always be able to tell you these to protect your account.

### 17.6 Identifying unusual transactions

To help us prevent misuse of your account, we use systems to identify **transactions** that seem unusual. We may decline a **transaction** and/or block access to those funds while we carry out some checks if we:

- reasonably believe that a payment you're asking us to make is as a result of fraudulent, dishonest or criminal activity; or
- think a **transaction** involves misuse of your account.

We may contact you about any unusual **transactions** we've identified but **transactions** and/or access to those funds may still be declined if we believe fraud is taking place on your account.

We won't be liable for any loss you suffer as a result of any delay in processing a **transaction** or due to our refusing an unusual **transaction**.

### 17.7 How to cancel a transaction

We can't cancel a **purchase** once you've authorised the payment, so you'll need to contact the retailer directly.

You can cancel recurring payment instructions, such as subscriptions, by contacting us before 4pm on the business day before the day when the next payment is due to be made. You can cancel in branch or by calling us.

If you cancel a recurring payment, you should also contact the person you were making the payment to, so they don't keep trying to take the money. You'll need to tell them if you want to cancel your agreement with them in any case, as we can't do that for you.

You'll need to tell anyone you make recurring payments to if your account is closed, or your card number changes, otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we won't be liable to you for any loss you suffer as a result.

You can't cancel or change any other type of **transaction** after you've authorised it, including through an authorised online third-party provider.

## 17.8 Balance transfers

To make a **balance transfer**:

- You'll need to give us information about the account you want to pay. We'll ask for this when you request the transfer. Make sure the payment information you give us is right.
- Once we've approved your request, we'll transfer the agreed amount from your account the same day and use the Faster Payment Scheme if the lender you're transferring the funds to is a member of the Faster Payment Scheme.
- If the lender you're making the transfer to is unable to accept Faster Payments, we may not be able to carry out your request for a **balance transfer**. We won't be liable for failing to make a **balance transfer** if the lender you're making the transfer to does not have access to Faster Payments.
- If we cannot make the transfer using Faster Payments, then you can contact us to see if there is any other method available to make the transfer.
- The money will usually reach the other lender by the end of the next business day after we make the transfer.

You're responsible for giving us the correct payment information. If the payment is delayed or goes to the wrong person or account because you gave us incorrect information, we aren't responsible but we'll try to get the money back (if it's gone to the wrong account). For more information, please visit the Fraud Prevention Centre on our website or contact us.

### 17.9 If you're paid money by mistake

If we're told, for example by another lender or bank, that someone has paid money into your account by mistake:

- we may take an amount up to the mistaken payment from your account (we don't have to ask you to agree to this, but will let you know if it happens); and
- we'll act reasonably and try to minimise any inconvenience to you.

If we cannot return funds to that person we may give them, or their lender or bank, details about you and your account so they can recover the money.

## 18. Credit balances

You must not make payments or transfer funds from another bank account or credit or store card to your account that would leave a credit balance on your account. If you do, we may send the funds that exceed the balance owing on your account to the account from which the money has been sent or to another account in your name that you hold with us, either solely or jointly with another person.

We can also end this agreement if you regularly have a credit balance, or your account is in credit for a significant period of time.

## 19. Refunds

### 19.1 When can you ask for a refund?

You can ask us to refund a **purchase** (and any interest we have charged on it) if all the following are met:

- the **purchase** was made from a retailer in the UK;
- you did not agree a specific amount when agreeing to make the payment;
- the payment amount turned out to be more than you could have reasonably expected in the circumstances, including your previous spending patterns (this does not include fluctuations in exchange rates); and
- you request a refund within eight weeks of the payment date.

If these conditions aren't met, we don't have to refund you, but we'll tell you if we can help or suggest other steps you could take. Further, you won't be eligible for a refund where you've given consent directly to us for the **transaction** to be carried out and information on the **transaction** was available to you at least four weeks before the due date of the **transaction**.

We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the retailer who was paid.

This does not impact your right to make a claim as set out in section 9 above.

### 19.2 Refunding a failed payment

If you gave us the correct information to make a payment (such as the card number for a **balance transfer**) and:

- the payment never arrived at the account you asked us to pay, provided you request a refund within 13 months after the payment left your account, we'll refund the payment and any related interest or fees as soon as possible; or

- a **balance transfer** was late, you can ask us to contact the receiving bank and ask them to credit it as if it had arrived on the correct date, as long as you ask us to do this within 13 months after the money left your account.

If we think there's been any fraud on your account, we have to look into this before we can refund you.

### 19.3 A refund won't count towards your minimum monthly payment

If you return something and get your money back, that refund won't count towards your minimum monthly payment but we may use that money to reduce any arrears you owe under this agreement. You'll still need to make the minimum monthly payment separately (unless the refund pays off all amounts due on your card, whether shown on your statement or still to be applied).

### 19.4 We need confirmation of a refund

We'll otherwise only credit refunds for **purchases** when we receive confirmation acceptable to us and we normally charge interest until then. We'll refund interest and fees on **transactions** that were incorrectly charged to your account.

## 20. Persistent debt

### 20.1 What we'll do if you're in persistent debt

If your account is in persistent debt, we'll write to you to let you know, and we'll take action to help you repay the outstanding balance on your account.

If your account has been in persistent debt for 36 months:

- We may suspend your account either temporarily or permanently in order to prevent you from getting into further debt.
- If you can afford it, we will increase your minimum payment so that you repay your balance within a reasonable period and you don't fall into persistent debt again.
- We'll apply your payments so that your persistent debt balance is paid off before other **transactions** and will only do this in a way that does not cost you more interest overall.
- We may close your account if you don't contact us regarding your persistent debt when asked to do so and you'll need to pay back your full balance at the existing interest rates and minimum payment.

Please see Part 1, section 5.3 for more information on the changes to your minimum payment calculation and how this is applied to your account.

## 21. Changes to this agreement

For information on changes to your credit limit or interest rates, see Part 1, sections 1.2, 3.6, 3.7 and 3.8. This section only relates to other changes we make to this agreement.

### 21.1 Changing this agreement

We can make changes to the terms of your agreement, including changes to fees (or introduce new fees or charges), minimum payment amounts, statement dates, and payment dates.

These changes may be personal to you and based on a number of factors such as your ability to repay and the way you use your account.

We may also make changes to:

- make a change to your benefit or not affecting your rights or obligations;
- meet legal and regulatory requirements, guidance issued by a regulator or trade body, codes of practice or to respond to a decision by a court, ombudsman or regulator;
- correct any mistakes in the way your agreement is drafted or to change the drafting to make your agreement fairer or clearer;
- reflect changes to the structure of our group;
- cover service differences for new technology or other processes;
- bring us into line with market practice;
- reflect changes in customer demand or requirements; or
- reflect that we believe that you are or are likely to be in persistent debt.

However, because you may have this agreement for a long time, we can't anticipate everything that might happen. This means we may also need to make other changes. When making any changes we'll always act proportionately and reasonably in the broader interests of our customers.

### 21.2 Notifying you of changes

We'll give you at least seven days' notice, unless the change is to your disadvantage in which case we'll give you at least one month's notice.

### 21.3 You don't have to accept changes we make

If you're not happy with a change and decide that you no longer want to keep your account, you can close your account by contacting us (using our contact details below) within 60 days of the date of the notice. If you don't close your account, we'll take it to mean that you accept the change(s).

## 22. Keeping in touch

### 22.1 How we'll contact you

We can contact you about your account by:

- Post.
- Phone (including text message).
- Electronically.

You agree by signing this agreement that we can send account information to the email address you've given us, or your TSB Digital Inbox. This information includes things like your credit card agreement, pre-contractual credit information, statements, general terms and conditions (or any changes to your terms and conditions) and rate changes to help you manage your account. They'll be in a format you can keep, like a PDF. We'll notify you if we send something to your Digital Inbox. We'll send text alerts and One-Time Passwords to the mobile number you've given us.

### 22.2 When we'll contact you

We'll need to contact you about your account for various reasons.

For example, we'll let you know if there are changes to your terms and conditions or other important information you need to know about your account. Or we'll contact you if suspected or actual fraud or security threats will have an impact on your account. Which method we use will depend on the circumstances.

### 22.3 When do you need to contact us?

You must tell us if you change:

- your name;
- any of your contact details such as your address, phone number, mobile number or email address; or
- your nationality.

If you don't tell us about a change in your contact details, we might send information about your account to the wrong place. This could mean that you don't hear about changes to your account. Or your account information could get into the wrong hands.

You may also not be able to log into Internet Banking or the TSB Mobile Banking App, or make a payment using your card online. This could happen, for example, if we're not able to send you a One-Time Password because we don't have an up to date mobile or UK landline number.

We might charge a reasonable cost for trying to find you if your contact details aren't up to date.

### 22.4 How to contact us

You can contact us by using the contact details at the end of this agreement.

## 23. Liability

We're not liable if a retailer or another bank (or its cash machine or other machine) does not accept your card or card number.

We won't be liable if we break this agreement because of:

- abnormal and unforeseeable circumstances outside our control, which may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data processing failures; or
- our obligations under UK law.

As this agreement is made with you as a personal customer, we won't be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).

Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

## 24. Which law applies to these terms and conditions?

The law that governs this agreement and our dealings with you with a view to entering into this agreement is:

- Scots law if you live in Scotland, and only the Scottish courts will be able to deal with any claims about this agreement;
- Northern Irish law if you live in Northern Ireland, and only the Northern Irish courts will be able to deal with any claims about this agreement; and
- in all other cases, the laws of England and Wales will apply and only the courts of England and Wales will be able to deal with any claims about this agreement.

General law (for example, about banking or consumer protection) applies to this agreement and the services we provide to you under it. For further information about your statutory rights, please contact the Citizens Advice.

## 25. Other things you should know

### 25.1 You can ask for a copy of this agreement

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

### 25.2 We'll communicate with you in English

We'll supply your credit card agreement in English. When we speak to you and send you information about this agreement and your account we'll communicate with you in English.

### 25.3 Transferring rights and obligations under this agreement

You may not transfer any of your rights or obligations under this agreement.

We may transfer our rights and obligations under this agreement (including our obligation to lend) to someone else but your rights under this agreement will not be affected if we do so.

### 25.4 This agreement may apply to any extra benefits you receive

We may offer (and withdraw) extra benefits and services. These terms and conditions apply to them unless they are not appropriate, or we agree different terms.

### 25.5 Enforcing our contractual rights against you

We may choose not to enforce our contractual rights against you and make this contractually binding against us by giving you a notice which expressly states that we have chosen to do so under this term of the agreement. In all other cases, if we choose not to exercise rights against you, we can still do so later.

If we have to take steps to enforce this agreement, you'll be liable for all legal costs and associated expenses.

## How to contact us

We're here to help and there are several ways you can contact us or find out more information.



### Chat to us in the app

Get answers to common queries 24/7 or chat to our team if you need to. Just open the app, tap the speech bubble in the top right hand corner and chat to us.

#### Not got the app?

Download it at [tsb.co.uk/mobile-banking](https://tsb.co.uk/mobile-banking)



### Call us

You can call us on our General Enquiries number on **03459 758 758** (UK) or **+44 203 284 1575** (abroad) – lines are open 8am-8pm.

If your card is lost or stolen, you can call us on **0800 015 0030** (UK) or **+44 207 481 2567** (abroad) – lines are open 24/7.

If you have a more specific query, you can find our other contact numbers at [tsb.co.uk/contact-us](https://tsb.co.uk/contact-us)



### Book a video banking appointment

Get support from a Money Confidence Expert 7 days a week. Book an appointment at [tsb.co.uk/appointments](https://tsb.co.uk/appointments)



### Visit us in person

Find where you can talk to us in person at [tsb.co.uk/branch-locator](https://tsb.co.uk/branch-locator) or visit us at a Banking Hub.



### Write to us

You can write to us at TSB Bank, Card Services, PO Box 453, Mitcheldean, GL14 9LR.



### Social media

You can also contact us on Facebook and X (formerly Twitter). Our team is available Monday – Friday 7am – 10pm, Saturday – Sunday 8am – 10pm.

# Other ways we can help.

Go to [tsb.co.uk/credit-cards](https://tsb.co.uk/credit-cards)

Need some extra help to do your banking? This might be due to physical or mental wellbeing or a life event. We're here to support you. Let us know what you need by calling **03459 758 758**, chat to us in the Mobile Banking App, or visit us in branch.

This information is available in large print, braille and audio. Ask in branch or call us on **03459 758 758** (lines are open from 8am to 8pm, 7 days a week).

If you have a hearing or speech impairment you can call us using the Relay UK service. Type **'18001'** before entering our telephone number. A member of the Royal National Institute for Deaf People will join the call to speak with us as you send and receive text messages. Please visit [www.relayuk.bt.com](https://www.relayuk.bt.com) to read how they manage your data.

The opening hours of our Telephone Banking Advisor services are 8am to 8pm Monday to Sunday. Our lost and stolen card and fraud reporting lines are open 24/7. Not all Telephone Banking services are available 24 hours, 7 days a week. Calls may be monitored or recorded.

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