

Sainsbury's Bank Credit Card

GENERAL TERMS AND CONDITIONS

These conditions together with the Credit Card Agreement set out all the conditions for your credit card with Sainsbury's Bank so please ensure you read both documents carefully.

10. Glossary of terms – 'We', 'us' and 'our' mean Sainsbury's Bank plc and any organisation that takes over the benefits of this agreement. The words 'you', 'your' and 'yours' refer to the person who entered into this agreement with us listed on page 1 of the Credit Card Agreement.

The following words have a special meaning. **Balance transfer** – any amount we allow you to transfer to or from another UK 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** – an amount (other than interest) payable by you under this Agreement because you have broken the terms of the Agreement. Default sums payable under this Agreement are the late fee, overlimit fee and unpaid fee. **Faster Payments** – the Faster Payments Scheme is a UK service that enables funds transfers between banks in near real time. **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 UK Bank account in your name. **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 and 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 someone. We will pay them when the person you have authorised to receive the payment asks us to. **Remaining balance** – the debit balance before the addition of any fees, interest and charges. **Sainsbury's purchases** – means all Sainsbury's groceries, TU, and Home purchases but doesn't include Sainsbury's Energy, Travel Money, Argos and Habitat purchases. **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 or the online service and the additional security details we set for you when using the online service. **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** – an online provider which you can authorise to access information on your card account and/or instruct payments using your card. When we refer to 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.

11. Using your account

- 11.1 You authorise us to issue cards and a PIN to you and any additional cardholders. You authorise each additional cardholder to use the card and to authorise transactions on your behalf. 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 may also replace your existing card with a credit card operating on a different card scheme. 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. Your account must not be used for illegal transactions. We'll charge to your account any transactions which you or any additional cardholder make and any other amounts you have to pay us under this Agreement.
- 11.2 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 for reasons relating to any of the following:
- 11.2.1 - we're concerned about the security of your account or any cards we have issued to you or an additional cardholder;
 - 11.2.2 - we suspect your account is being used in an unauthorised or fraudulent manner; or
 - 11.2.3 - there is a change in your circumstances which gives us reasonable grounds to believe there is a significantly increased risk that you may have difficulty in repaying the sums you owe under this agreement; or
 - 11.2.4 - if we are required to do so to comply with legal or regulatory requirements; or
- 11.2.5 - if we believe that you are, 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. Before we take any of the actions described at Condition 11.2 above in relation to this Condition 11.2.5, 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.
- 11.3 Unless there are legal or regulatory reasons that prevent us from doing so, we will 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 so before we do so or, where that is not possible, tell you as soon as practicable after we have done so.
- 11.4 You and any additional cardholders must only use the cards between the 'valid from' and 'until end' date printed on them.
- 11.5 Any payment you make will only be applied to your account when your payment has cleared.
- 11.6 Where interest is payable, the earlier you make a payment, the less interest you have to pay. 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.
- 11.7 You must not make payments or transfer funds from another credit or store card to your account that would leave a positive balance on your account. We may return any funds that are more than the balance owing on your account to the account from which the money has been sent.

11.8 If you use the telephone service or the online service, we'll let you know what you can use the service for. When you use these services, we may ask you to provide some of your security details.

12. Making and stopping payments

12.1 The authorisation of a transaction can include authorising any single transaction, 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:

- 12.1.1 - authorise the transaction by following whatever instructions are provided by the merchant;
- 12.1.2 - insert your card and provide the appropriate PIN and make a request for a cash advance at an ATM;
- 12.1.3 - make a request for a cash advance at any bank counter;
- 12.1.4 - provide your card details to us or our representative and request a balance transfer, cash advance or money transfer from your account;
- 12.1.5 - hold your card or payment device next to a contactless terminal; or
- 12.1.6 - provide us with your security details and instruct us to carry out the transaction.

12.2 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.

12.3 Authorisation for a transaction may not be withdrawn (or revoked) by you or an additional cardholder after the time it is received. 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 contact 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 liable to you for any loss you suffer as a result.

12.4 A transaction will be applied to your account as follows:

- 12.4.1 - for purchases and ATM transactions, at the time we receive the transaction instruction from the payment scheme;
- 12.4.2 - 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 Payment 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;
- 12.4.3 - for other transactions communicated directly to us, at the time you or an additional cardholder asks us to complete the transaction;
- 12.4.4 - 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 deemed to have been received by us on the following business day.

12.5 We may refuse to carry out an instruction from you to make a transaction:

- 12.5.1 - for any of the reasons set out in 11.2;
- 12.5.2 - if the amount of the transaction would cause your account to go over your credit limit;
- 12.5.3 - if we have reasonable grounds to believe that you are (or an additional cardholder is) acting in breach of this agreement;

12.5.4 - if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or

12.5.5 - because of errors, failures (whether technical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

12.6 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.

12.7 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 Payment scheme.

12.8 If we refuse to authorise a transaction under 12.5 or 12.6 or are unable to make a transfer under 12.7, provided it would not be unlawful for us to tell you why we refused to authorise the transaction or are unable to make the transfer, we will do so as soon as practicable after we have refused the transaction 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 and 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, on the Customer Services number shown on your monthly statement.

12.9 We are not liable for failing to make a transfer if the bank or lender you are making the transfer to is not a member of the Faster Payment scheme.

12.10 If we can't make the transfer using the Faster Payment scheme then you can contact us to see if there is any other method available to make the transfer.

13. Refunds

13.1 You may be entitled (depending on the circumstances) to claim a refund in relation to transactions where:

- 13.1.1 - the payments were made to a retailer in the European Economic Area;
- 13.1.2 - the transactions were not authorised under this Agreement;
- 13.1.3 - we are responsible for a transaction which was incorrectly executed and you or an additional cardholder notified us in accordance with condition 15; or
- 13.1.4 - 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 taking into account normal spending patterns on the card or the circumstances of the transaction.

13.2 You may be entitled to redress if we fail to execute a transaction within our advertised timescales provided that you notify us in accordance with condition 15 below within 13 months of the date of the transaction.

13.3 A claim for a refund in the circumstances set out in 13.1.4 above will not be accepted if:

- 13.3.1 - you gave your specific consent to the transaction in accordance with condition 12;
- 13.3.2 - the amount of the transaction was made available to you or an additional cardholder at least 4 weeks before the transaction date;
- 13.3.3 - it is made more than 8 weeks after being applied to your account.

13.4 In the circumstances set out in 13.3 above, you must give us any information we reasonably request. We may share this information with third parties investigating your claim. We will complete our investigations within ten business days of your

claim (or within ten business days of receipt of the information we request) and then either refund you or tell you why we have refused your claim.

14. Security

14.1 We'll never:

- ask you to provide us with your online banking 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 an email with a link to a page which asks you to enter your online banking log-in details;
- ask you to carry out a test transaction online.

Subject to condition 19, you must not provide any of these details to anyone else.

14.2 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.

14.3 Our online service is secure. You must always use the sign off 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 specified period of time we will ask you to sign in again.

15. Lost and stolen cards and unauthorised or incorrectly executed payments

15.1 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 contact us immediately by calling us.

15.2 You will 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, 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 a transaction).

15.3 You will also not be liable if someone uses your card or card details where the card is used before you have received it.

15.4 Additionally, in relation to our online service:

- If you're a victim of fraud through our online service and you have not disclosed your account credentials to anyone else we guarantee that you won't lose any money on your accounts and will always be reimbursed in full, subject to condition 19.
- Unless you are a victim of fraud, or the payment transaction is incorrectly executed, you are responsible for all instructions and other information sent using your security details.
- 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.

15.5 If you find any card after you report it under condition 15.1, you must destroy it.

15.6 Telephone service - if you think that someone else knows any of your security details, you must tell us as soon as you can by calling us. You must give us any help we think is necessary to try to find out who might have used your security details.

15.7 Online service - If you think that someone else knows your security details, you must change your password and additional security details online as soon as possible, subject to condition 19. If you have difficulty changing them online, just call us. You can give the Helpdesk your username if you phone them to change your password or additional security details.

15.8 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.

16. Changes

16.1 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, your income significantly reduces for whatever reason, or if you are off work due to long term sickness or injury.

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

- a) we reasonably believe that it is in your best interests to do so; or
- b) 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; or
- c) 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; or
- d) to correct any administrative or system related errors; or
- e) 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 are in similar categories.

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.

16.3 If we decide to change a term of this agreement we will tell you at least 7 calendar days before the change, unless the change is to your disadvantage, in which case we will give you 30 calendar days' notice of any such change.

16.4 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.

17. How we limit our liability

17.1 We always try to provide a high level of service. However, we'll not be liable for any loss, costs, claims or expenses arising from any abnormal and 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.

18. Additional cardholders

18.1 You must pay for all transactions made by any additional cardholder. This applies even if the additional cardholder makes you break this agreement. We may give any additional cardholder information about your account.

19. Online Access

- 19.1 You can authorise third party providers to access your card account information and/or give us card payment instructions. Third party providers must meet regulatory requirements in order to provide this service. Before using a third party provider, you should check that they comply with the regulatory requirements which are in force at the time. They should give you information about this.
- 19.2 These terms and conditions will apply to instructions given by a third party provider on your behalf in the same way as they apply to instructions given by you.
- 19.3 To permit a third party provider to access your card account information and/or give us card payment instructions, you will need to register with them. You may need to share some of your security details with them in order to use their services. They will explain this to you.
- 19.4 We can deny a third party provider access to your card account if we reasonably believe they do not meet the relevant regulatory requirements, or that their access or any payment instruction we receive from them is unauthorised or fraudulent. We will tell you if we intend to do this and we will explain our reasons for doing so, 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 access, we will tell you immediately after. We will restore access once we are reasonably satisfied that the reason for denying access no longer exists.
- 19.5 We can also deny access to a third party provider 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 for any of the reasons set out in 11.2.

20. Breaking the agreement and how we can end it

- 20.1 We may end this agreement and request immediate repayment of your total outstanding balance:
- if there is illegal or fraudulent activity on your account;
 - if you become bankrupt or we reasonably believe you are in financial difficulties;
 - if you have told us something misleading or false;
 - if we reasonably believe that you've broken this agreement repeatedly or in a significant way;
 - in the event of your death. In the event of your death, your estate will have to repay your total outstanding balance.
- 20.2 Unless we need to close your account immediately, we'll tell you in writing at least two months before ending this Agreement. We'll always follow any legal requirements before closing your account.
- 20.3 If the agreement is broken, we'll charge you for any loss, costs or expenses we have to reasonably pay as a result. We'll follow the correct legal requirements when we do this including the requirements made under the Consumer Credit Act 1974 to serve notices before certain action is taken.
- 20.4 This agreement will continue until you have paid us everything you owe us.

21. Transferring rights under this agreement

- 21.1 You may not transfer any of your rights or duties under this agreement.
- 21.2 We may transfer any or all of our rights or duties under this agreement to another organisation (including organisations outside the European Economic Area). If we do this, we may let them have any information about you and any additional cardholder. 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 Consumer Credit Act 1974) will not be affected.

22. Data Protection

- 22.1 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) for more details about how we and Sainsbury's Group will use your information.

23. General

- 23.1 If we need to contact you, we will 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 you copy documents and any notices about your agreement by electronic means, 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 can be stored by you. If we send you documents, notices or information by post, we'll treat them as arriving two 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 let us know straightaway if you change your name, address, email address or telephone number. 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 incurred.
- 23.2 Any correspondence between us will be in the English language.
- 23.3 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.
- 23.4 We can delay in enforcing, or fail to enforce, our rights under the agreement without losing them. 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.
- 23.5 Each paragraph and subparagraph in these conditions is separate from the others. This means that, if we cannot enforce any one paragraph or subparagraph, it will not affect our right to enforce any of the others.
- 23.6 Nobody other than we or you can enforce any part of this agreement, under the Contracts (Rights of Third Parties) Act 1999.
- 23.7 By entering into this Agreement, you agree the law applicable to this agreement will be the law of the country in which you live at the date of entering into this Agreement (for example, if you live in England at the time of entering into this Agreement then English law will apply). If we need to bring a claim in the Court against you, we will always bring the claim in the country in which you live at the date of starting court proceedings (for example, if you live in England at the time a claim is brought we will bring the claim in the English Court).

We can provide future documents in large print, audio and Braille if you need it. Please call for details or contact Text Relay on 18001 08085 40 50 60.

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.