

# Credit card general terms and condition

**You** should read this document carefully. If **you** don't understand any part of it, please contact our Customer Services team for further information. Their contact details are on the website at [money.asda.com/credit-cards](https://money.asda.com/credit-cards).

## 1. Definitions

Certain words used in these terms and conditions have specific meanings. Those words are shown in bold where they are used as defined below.

**Account Information Service Provider** – a service provider, registered or authorised by the Financial Conduct Authority (FCA), which has your permission to access information about your credit card account.

**Additional cardholder** – any person **you** have asked us to give a credit card for **your account** (an additional card).

**Agreement** – the contract between **you** and us for your credit card account. This is made up of your credit card agreement and these terms and conditions.

**Balance transfer** – a payment made from **your account** to another organisation (except a credit card account with us or a company affiliated with us) to pay off or reduce the amount that **you** owe on that account, or a payment **we** receive from another organisation which reduces the amount **you** owe us.

**Base rate** – the Bank of England Bank Rate. The interest rates **you** pay on **purchases, balance transfers** and **cash advances** will move up and down with the base rate.

**Card reader** – the machine **you** insert your credit card in, or tap with your credit card, to make a payment or receive a refund.

**Cash advance** – a **transaction** where **you**, or any **additional cardholder**:

- receive cash (for example, withdrawing money from an ATM or getting cash back when making a **purchase**);
- receive a cash substitute (for example, traveller's cheques, money orders, wire transfers or other cash alternatives);
- use a third-party company to arrange online payments between **you** and a **retailer**;
- pay or transfer money from your credit card into an account in your name; or
- buy currency or e-money.

**Cash limit** – the maximum amount you can take in **cash advances** each month.

**Credit limit** – the total amount **you** can owe on **your card** at any time.

**Continuous payment authority** – authorisation for us to automatically collect payments, including late or missed payments, from your debit card.

**In writing** – communication through the app, by email, by text message, by any other electronic method, by post, or as requested by **you** or required by law. If **you** choose to receive communications by post, **we** may charge a fee. **We** will tell **you** the cost upfront.

**Money transfer** – an amount transferred from your credit card to a UK account in your name.

**Payment-scheme exchange rate** – the exchange rate set by Visa at the time your **transaction** is processed.

**Payment initiation service provider** – a service provider, registered or authorised by the FCA or any other regulated authority, which has your permission to make payments on your behalf.

**Promotional balance** – means the amount **you** owe on your credit card for **transactions** made as part of a **promotion**.

**Purchase** – a payment made using your credit card (other than a **balance transfer**, **money transfer** or **cash advance**), generally to pay for goods or services.

**Recurring payment** – a regular payment (other than a Direct Debit or standing order) that a **retailer** authorised by **you** collects from **your account**, in line with your instructions. (Recurring payments are not covered by the Direct Debit Guarantee.)

**Retailer** – a supplier of goods, services or **cash advances**.

**Security details** – details **you** may need to provide to use your credit card, including your PIN (personal identification number), the card expiry date and the 'CVV' number (sometimes referred to as the security number) that is generally near the signature strip on the back of the card. The security details **you** need to use may also include a one-time-passcode, a password, your fingerprint or other distinctive personal details or characteristics.

**Transaction** – any **balance transfer**, **purchase**, **cash advance**, **payment** or **money transfer**.

**We** (us, our) – Jaja Finance Ltd, a company incorporated in England and Wales (company number 09797750) and any other person we transfer any of our rights and responsibilities under the **agreement** to. We are authorised and regulated by the Financial Conduct Authority with Financial Services Register number 775979. See [www.fca.org.uk](http://www.fca.org.uk) for details.

**Working day** – any day that is not a Saturday, Sunday or bank holiday.

**You** (your) – the named account holder who is responsible for paying the credit card bill.

**Your account** – your credit card account.

**Your card** – in these terms and conditions, 'your card' means your actual card, any card **you** keep in your e-wallet (that is, a card registered on your device so **you** can make contactless payments with that device), and any 'virtual' card (that is, a credit card number that is different from that on your credit card but is tied to the same credit card account).

## 2. Card

- 2.1** **You** must use **your card** only in line with the terms of the **agreement**. If **we** have a valid reason, **we** can change the terms of the **agreement** at any time, and **you** must keep to the amended terms. Please see clause 9 for more details.
- 2.2** **Your card** and PIN (personal identification number) must only be used by **you**. In these terms and conditions, when **we** refer to **you** using **your card** this means using it:
- to make a **purchase** or arrange a **transaction** online or over the phone;
  - to make a **purchase** through a **card reader**;
  - for a **cash advance**; or
  - to pay with a mobile device the card details are stored in (for example, paying with your mobile phone).
- 2.3** Any **additional cardholder** can only use the card issued to them, with their name on it. **You** are responsible for any **additional cardholder's** use of **your account**, including any use that breaks the **agreement**.
- 2.4** **Your card** and the information in the chip embedded in it, or in the magnetic strip, belong to us. This means that **we** or any person acting for us can cancel, stop or suspend **your card**, or ask **you** to return it, if **you** break the **agreement** or we're worried **your card** is being misused. At the end of the **agreement**, **you** should destroy **your card** immediately by cutting it in two down through the chip.
- 2.5** **You** must not try to use **your card** before the 'valid from' date shown on it or after:
- the 'expires end' or 'until end' date shown on it;
  - **you** have reported the card as lost or stolen;
  - **we** give **you** notice that the card has been withdrawn; or
  - the **agreement** ends.

### 3. Protecting your account and security details

3.1 **You** must sign **your card** as soon as **you** receive it.

3.2 **You** must take all reasonable care to make sure that **your card** and **security details** are not lost, mislaid or stolen. **You** must also do everything that **you** reasonably can to keep your card number and your **security details** safe. **You** should not:

- write your PIN or other **security details** down in a way that is recognisable;
- share **your card** or **security details** with anyone, except to make a **transaction**;
- install our app onto a device that does not belong to **you**, or disable 'authentication' on your device, which would mean that the app could be compromised (able to be misused);
- allow anyone else to access our app on your device;
- let anyone watch **you** enter your PIN into an ATM or **card reader**; or
- take photos or screenshots of your **security details**.

When creating a PIN or password, do not use a sequence of letters or numbers that could be guessed easily.

3.3 **You** must not use **your card** or **your account** to do or buy anything that is illegal.

3.4 **You** must keep your card receipts safe and dispose of them carefully.

3.5 If **you** want a third party to be able to access information about your credit card account or make payments on your behalf, **you** must use an authorised **account information service provider** or **payment initiation service provider**.

3.6 **You** must:

- keep to any new or improved security measures **we** may tell **you** about from time to time;
- contact us immediately if **you** think anyone else has unlawfully accessed **your account** or used **your card**; and
- co-operate with us and the police to recover lost or stolen cards and to investigate any unauthorised access to **your account** or unauthorised use of **your card**.

3.7 **You** must make sure that any **additional cardholder** takes the same precautions to protect their card and **your account**.

3.8 If **you** cannot use a PIN due to a disability or medical condition, please contact our Customer Services team.

### 4 Using your account

4.1 **Transactions** using **your card** may be authorised using a combination of our app, **your card** and your **security details**, or in other ways **we** tell **you** about from time to time.

4.2 Any **transaction you** make in a currency other than sterling will be converted into sterling at the relevant **payment-scheme exchange rate**. See the transaction information box at the end of these terms and conditions for more information.

4.3 **You** should not use **your card** to:

- buy or trade in company shares;
- buy any speculative currency (that is, buying a currency, including cryptocurrency such as Bitcoin, that **you** believe will increase in value so **you** can sell it later for a profit);
- pay off other forms of credit or borrowing (including car loans, other credit cards or store cards);
- receive a cash substitute for gambling purposes, such as gambling stakes or casino chips;
- gamble at locations such as casinos or betting shops, or on online betting websites;
- enter giveaways, competitions or promotions;
- take part in lotteries conducted by societies established for charitable or sporting purposes; or
- make any illegal or unregulated **purchases**.

If **you** do use **your card** for any of the above, the relevant amount charged to **your account** will be treated as a **cash advance**.

4.4 **You** must not go over your **credit limit**. **We** can decline **transactions** that would cause **you** to go over your **credit limit**.

- 4.5** If **we** choose to authorise a **transaction** that would cause **you** to go over your **credit limit**, **you** will have to pay the relevant overlimit fee (as set out in the summary box and the **agreement**) and will have to make a payment to bring **your account** within the limit. **You** should not use **your card** until **you** have brought **your account** within the limit.
- 4.6** **You** cannot stop a **balance transfer**, **purchase**, **cash advance** or **money transfer** after it has been made. If **you** want to query a **transaction**, please see clause 16 for further details.
- 4.7** **You** cannot have a credit balance on **your account**, so **you** should not make payments that would put the account in credit (that is, **you** should not pay more than **you** owe). **We** may return any credit balance to the account the money came from, or the account linked to **your account** (which must be a UK bank account in your name). **We** do not pay interest on credit balances. For information on **balance transfers** and **money transfers** which put **your account** in credit, please see clause 5.
- 4.8** If **you** instruct us to make any payments to or from **your account** but **you** give us incorrect or incomplete payment details, this may result in a delay in any payments being applied to **your account**. If **we** cannot identify **your account** to make a payment to it by the date the payment is due, this may result in **you** having to pay a default charge.
- 4.9** **We** may make updates to the app and our website, which may make them unavailable for a period of time. **We** cannot always give **you** notice of this, but **we** will aim to minimise any disruption.
- 4.10** Occasionally **we** will make new versions of the app available to protect **your account** and maintain the app's features. If **you** do not update the app to the latest version, certain features may not be available to **you**, or the app may be slower than normal. **We** are not responsible for any problems **you** experience when using the app if **you** do not update to the latest available version.
- 4.11** To help protect **you** from fraud, **you** may be asked to verify online **purchases** through our app. If **you** cannot verify a **purchase**, **we** may not authorise the payment. **We** may also use fingerprint or facial recognition to help us confirm your identity when **you** log in to our app or your online account.

## **5 Balance transfers and money transfers**

- 5.1** **We** may charge **you** a fee for each **balance transfer** or **money transfer**, as set out in the 'Charges' section of the attached credit card agreement.
- 5.2** **We** can refuse to make a **balance transfer** or **money transfer**, or limit the amount of the transfer, for reasons related to fraud or where there are other legal, commercial or regulatory requirements. **We** will tell **you** if this happens, unless a legal requirement means **we** cannot. Each transfer must be at least £100 and should not result in **you** going over 90% of your **credit limit**. **You** should check the maximum limits before **you** make the transfer. **You** can also only make a **balance transfer** or **money transfer** from an account in your name.
- 5.3** **You** should continue to make payments to the other credit card account or lender (if appropriate) until the **balance transfer** or **money transfer** shows on **your account** with the lender.
- 5.4** From time to time **we** may have **promotions**, where **we** offer **you** a different fee or rate of interest rate. **We** will tell **you** the fee, interest rate and other important conditions before **you** accept the **promotion**. Any **promotion** **you** are accepted for is valid only if **you** keep to the terms of the **agreement**. If **you** do break the **agreement** (for example, if **you** fail to make a minimum monthly payment by its due date or **you** go over your **credit limit**), **we** may remove any **promotion** and the standard interest rate at the time will apply to your **promotional balance**.
- 5.5** At the end of the period of any **promotion**, the standard interest rate at the time will apply to any transferred amount **you** have not paid off.
- 5.7** If a **balance transfer** or **money transfer** results in a credit balance, **we** may (unless **we** decide otherwise) return the full amount of the transfer to the account the money came from.
- 5.8** **We** don't currently offer **money transfers**, but if **we** do and you're eligible, **we** will tell **you in writing** how much it will cost. **We** will also tell **you** about any fees or interest that apply.

## **6 Instalment plans**

- 6.1** From time to time **we** may offer **you** an instalment plan which allows **you** to pay off a balance in monthly instalments over a period of time. **We** will tell **you** which **transactions** **you** can include in the plan, the fee, and any other important conditions before **you** take up the offer.

- 6.2** If **you** have an instalment plan, the monthly instalment will be the total balance the instalment plan covers plus any instalment-plan fee, divided by the number of months the plan is for. We'll confirm your monthly instalment when **you** take out a plan.
- 6.3** **You** can cancel an instalment plan at any time by telling us.
- 6.4** If **you** do break the **agreement** (for example, if **you** fail to make your monthly instalment payment by its due date or **you** go over your **credit limit**), **we** may remove any **instalment plan** and the standard interest rate at the time will apply to your **remaining instalment plan balance**.
- 6.5** **We** will cancel the instalment plan if **you** make an arrangement with us to pay less than your minimum payment.
- 6.6** If **you** or **we** cancel your instalment plan, the amount **you** owe on it will become part of the overall amount **you** owe on **your account**. We'll charge interest on the remaining overdue amount the instalment plan was for, at the appropriate variable rates of interest, from the date the plan was cancelled. **We** won't charge **you** any further instalment fees from this point, but **you** will have to pay any fees **we** have already charged.
- 6.7** If **you** receive your monthly statement before **you** cancel your instalment plan, you'll still need to pay at least the minimum payment shown on the statement by the due date.
- 6.8** If **you** have a Direct Debit set up, the minimum payment **we** collect will include any monthly instalments (including fees).
- 6.9** If a **transaction** included in an instalment plan is refunded or disputed, your instalment plan will not automatically be cancelled. Any refund (where appropriate) will go towards paying off the total account balance and may not reduce your instalment plan balance.

## **7 Fees and charges**

- 7.1** The amounts of our fees and charges, and when they will be charged to **your account**, are shown in the attached credit card agreement.
- 7.2** Under clause 9, Changes, **we** may increase or decrease any fee or charge set out in the attached credit card agreement, or introduce a new charge in connection with the **agreement**, at any time.

## **8 Interest**

- 8.1** **We** charge interest from the date each **transaction** or fee is applied to **your account**, until **you** have repaid your balance in full.
- 8.2** **We** calculate interest each day using the relevant simple interest rates and add the interest to **your account** each month on the date **we** produce your monthly statement.
- 8.3** **We** won't charge interest on any **purchases** set out in a monthly statement if **you** pay the full balance of the statement by the due date. **You** will always be charged interest on **cash advances**. If **you** have an instalment plan, **you** don't need to pay the full balance of the statement, but **you** must pay the instalment plan payments and instalment plan fees due by the due date.
- 8.4** If **you** do not pay off the full balance, **we** charge interest (known as compound interest) on the amount carried forward to your next statement. This means that **you** pay interest on any interest which has already been charged but has not been paid by the due date.
- 8.5** **We** don't charge interest on default charges for at least 29 days from the date the charges are shown on your monthly statement.
- 8.6** The simple interest rates for **purchases**, **balance transfers** and **cash advances** will move up and down in line with the **base rate**, and changes to your interest rates will apply from the day after your next monthly statement is produced. The new interest rates will be shown on the following monthly statement.

As an example, if your statement is issued on or around the 16th of each month, and the **base rate** changes on 5 March, your March statement would say that your interest rates will be changing. On your April statement, interest would be charged at your new rates for the entire period covered by that statement. Your new interest rates would also be shown on your April statement. If **you** did not receive a statement in March (if **you** had not carried out a **transaction** and had no outstanding balance during the statement period), interest would still be calculated at your new rates on your April statement.

**8.7** **You** will be told about any change in **base rate in writing**.

**8.8** If the **base rate** changes on the day **you** open **your account**, or the day after **you** open **your account**, that change will not be applied to your simple interest rates.

**8.9** **We** may decide not to increase our interest rates after an increase in the **base rate**.

## **9** Changes

**9.1** **We** may at any time change:

- your **credit limit**;
- your **cash limit**;
- the rates of interest **we** apply;
- the amount of any charge or fee under the **agreement**; and
- any other term of the **agreement** (including adding new terms or removing existing terms).

**9.2** Changes in interest rates, your **credit limit** or any of our charges or fees may apply only to **you** and may be based on a number of factors that indicate that your previously agreed **credit limit** may no longer be affordable to **you** (for example, your credit record, whether **you** are keeping to the terms of the **agreement**, or the way **you** use **your card** and **your account**). Any changes in interest rates, charges or fees will be proportionate to the effect the change has on us.

**9.3** In addition to the changes mentioned at 9.2 above, **we** may also make changes because of any of the following.

- Changes in financial-market conditions or banking practice
- Changes to the structure of our group or the companies **we** offer our products and services through
- Changes in the costs of maintaining **your account**
- Keeping to any legal or regulatory requirements, recommendations or codes of practice, or to bring us into line with market practice
- Changes in technology, such as differences resulting from new IT systems, security systems or other processes
- The introduction of a new service or improvements to the service **we** already offer **you**
- Correcting any genuine mistakes or making the terms of the **agreement** clearer or more favourable to **you**

**9.4** **We** may also make changes for any other valid economic, business, regulatory or legal reason. If **we** do, **you** can end the **agreement** without any additional charge. Please see clause 13.2 for further details.

**9.5** Before increasing or decreasing your **credit limit**, **we** will carry out appropriate checks. If **you** do not want us to increase your **credit limit**, **you** can ask us not to do so. **You** can ask us to only increase your **credit limit** after getting your permission, or to not offer **you** increases in your **credit limit**. Before **we** increase your **credit limit**, **we** will assess your ability to repay based on our own records and possibly the records held by credit-reference agencies.

**9.6** **We** will tell **you** about any changes (including any changes in interest rates and your **credit limit**) by:

- showing the change in your monthly statements; or
- sending **you** notice **in writing**.

**9.7** Except for changes to your **credit limit**, if a change **we** make benefits **you**, **we** can make the change immediately and will tell **you** about it within 30 days.

**9.8** Except for changes to your **credit limit** or interest rates, if a change that **we** make is not in your favour, **we** will give **you** at least 30 days' notice of the change. **You** can then choose, within 60 days of being told about the change, to give us notice to close **your account**. **You** should do this by contacting our Customer Services team. Their contact details are on our website at [money.asda.com/credit-cards](https://money.asda.com/credit-cards).

If **you** close **your account**, **you** must pay off the full outstanding balance on **your account** in line with these terms and conditions.

- 9.9** If **we** increase your **credit limit**, **we** will give **you** at least 30 days' notice of the increase. If a change in your personal circumstances, spending habits or how **you** usually use **your card** indicates that your **credit limit** may be too high for **you**, **we** will reduce it. **We** may do this without notice if **we** believe it wouldn't be appropriate to warn **you** in advance, based on our assessment of your risk or ability to repay us. If **we** do reduce your **credit limit**, we'll write to **you** to let **you** know your new **credit limit**. The new limit will not be lower than your outstanding balance.
- 9.10** Except for changes caused by a movement in the **base rate**, or at the end of an introductory rate or promotional rate, **we** will give **you** at least 30 days' notice of any change in interest rate. If **you** do not want to accept the change, you'll have 60 days from the date of the notice to ask us to close **your account**. **You** must pay off the outstanding balance in line with the terms of the attached credit card agreement.
- 9.11** **We** will only increase the interest rate if **we** have a valid reason. See clause 8, Interest, for further details on changes caused by a movement in **base rate**.
- 9.12** **You** are entitled to reject any increase in your interest rate, or any change to the terms of the **agreement**, as explained in clauses 13.2 and 13.3.

## **10 Payments to your account**

- 10.1** **You** must pay the minimum payment and any overdue amounts by the due date shown on your statement. Your statement explains how **you** can make payments to **your account**. When **you** make a payment, **we** will apply the money **we** receive from **you** to **your account** as follows.
- If the amount **you** pay does not cover the full outstanding balance, **we** will use it to first pay off amounts which attract the highest rate of interest, and to amounts carried forward from previous statements, before allocating any remainder to other amounts applied to **your account**. If **you** have more than one **promotional balance** with the same interest rate, **we** will apply your payment first to the balance of the **promotion** that ends first.
  - If the amount **you** pay is greater than the full balance of your monthly statement, **we** will apply any overpayment to **transactions** that have not yet appeared on your statement, in the same order as shown in point a above.
  - If **you** have more than one balance at the same interest rate, **we** will apply your payment in the following order.
    - Transactions (cash advances first and then purchases)**
    - Fees and charges, except for a default charge that interest has not been charged on, in which case the default charge will be paid off last
    - Promotional balances**
- 10.2** If **you** have an instalment plan, **you** must pay your minimum payment and any overdue amounts first. Once these are satisfied each month, your payment will be applied to your monthly instalment and associated fee. Once those are covered, any remaining payments will be put towards your outstanding balance, as described in 10.1 above. If your balance (excluding any remaining instalment plans) falls to zero, any additional amounts **you** pay will be applied to any remaining instalment-plan balances.
- 10.3** The FCA requires us to monitor **your account** and will contact **you** if, over a prolonged period, your repayments are going more towards fees, interest and charges than towards your balance. If this continues, **we** are also required to ask for additional or larger payments, or to take other action to make sure **you** pay off your outstanding balance over a reasonable period and in a way that is affordable for **you**. Depending on your personal circumstances or your response to our correspondence, **we** may be required to suspend **your account** until your outstanding balance is paid off.
- 10.4** **You** can make payments in a range of ways, including by Direct Debit, to help **you** make at least your minimum payment on time each month. If **you** pay by Direct Debit and the normal payment date is not a **working day**, **we** will take the payment on the **working day** immediately before the normal payment date. If this condition changes, we'll tell **you** in advance.
- 10.5** If, during the application process, you're asked to set up a **continuous payment authority** so **we** can automatically collect your payments, signing the attached credit card agreement will set up the **continuous payment authority**.
- 10.6** If, after you've got **your card**, **we** ask **you** to confirm that **we** can use your **continuous payment authority** for a payment, providing your confirmation will authorise us to use the **continuous payment authority** for future payments.

- 10.7** If **you** haven't set up a Direct Debit and **you** fail to pay at least the minimum payment plus any overdue amounts due under any plan or arrangement **you** have with us (including any instalment plan payments) before the payment due date shown on your statement, the following will apply.
- a **We** will try to collect the minimum payment and overdue amounts due under any plan or arrangement on your payment due date, using a **continuous payment authority** (as long as you've given us permission to do so). Before your payment due date, we'll tell **you, in writing**, the maximum amount we'll collect and when.
  - b We'll try to collect any missed or late payment by **continuous payment authority** up to three more times, on the Fridays immediately following your payment due date. If one of those Fridays is a bank holiday, we'll try to collect the payment on the **day** before.
  - c If you've made a payment that doesn't cover your minimum payment and any overdue amounts due under any plan or arrangement (including any instalment plan payments), **we** will try to collect the difference as explained at a and b above.
  - d If we cannot collect any amount you owe us, we'll try to contact **you** to understand why your payment failed, discuss alternative payment options and offer any support **we** can provide.
- 10.8** If **you** have set up a Direct Debit and your Direct Debit payment fails, **we** will try to collect the missed or late payment using a **continuous payment authority** (as long as you've given us permission to do so). Before your payment due date, we'll tell **you, in writing**, the maximum amount we'll collect and when.
- a We'll try to collect the payment on the day after we find out your payment has failed. If that doesn't work, we'll try up to two more times, on the Fridays immediately following your payment due date. If one of those Fridays is a bank holiday, we'll try to collect the payment on the day before that Friday.
  - b If we try again to collect the missed or late payment by Direct Debit, and this fails, we'll try to collect the missed or late payment by **continuous payment authority** on the Friday after we find out that the Direct Debit has failed again. If that Friday is a bank holiday, we'll try to collect the payment on the day before.
  - c If you've made a payment that doesn't cover the minimum payment and any overdue amounts due under any plan or arrangement (including any instalment plan payments) **you** have with us (including any instalment plan payments), **we** will try to collect the difference as explained in a and b above.
  - d If we cannot collect any amount you owe us, we'll try to contact **you** to understand why your payment failed, discuss alternative payment options and offer any support **we** can provide.
- 10.9** If **we** know, or have good reason to believe, that you're experiencing financial difficulties, or if **you** tell us that you're struggling to pay off your debt, **we** won't continue using your **continuous payment authority** to collect payments. We'll work with **you** to find a more suitable way to manage your repayments.
- 10.10** **You** can cancel your **continuous payment authority** at any time by contacting us or your bank. If **you** want to stop a future payment, **you** must tell us or let your bank know by the end of the working day before the payment is due to be collected.
- 10.11** **We** do not accept payments from non-UK accounts (including from non-UK debit cards), or from business accounts or credit cards.

## **11** Statements

- 11.1** **We** will choose the date of your first statement.
- 11.2** Your statements will show all debits and credits to **your account** since the date of your last statement. Statements will be issued each month and will be available for **you** to view in our app or online servicing account.
- 11.3** **We** will not issue a statement for any month during which no debits or credits were added to **your account**, or **you** did not have any balance due to be paid.

- 11.4** **You** are responsible for checking your statement each month and for keeping your contact details, such as your email address and mobile number, up to date to receive reminders **in writing**. If **you** think your statement is wrong, **you** must tell us as soon as possible.

## **12** **Restriction on the use of your card**

**12.1** **We** may refuse to authorise a **transaction** if any of the following apply.

- The **transaction** seems unusual compared with how **you** normally use **your card**.
- **We** suspect illegal activity, unauthorised use of **your card**, or fraud, theft or dishonesty relating to **your card**.
- **You** have told us that **your card** has been lost or stolen or may be misused.
- **We** believe there is a threat to the security of **your card** or account.
- **You** have gone over, or **we** think **you** could go over, your **credit limit** or **cash limit**.
- **You** did not verify a **purchase** when **we** asked **you** to.
- **We** are required by law.

If **we** refuse to authorise a **transaction**, **we** will tell **you** this and **you** can ask us why. **We** will give **you** a reason unless **we** can't tell **you** for legal reasons.

**12.2** **We** may suspend or restrict use of **your account** (including reducing your **credit limit**) or cancel or refuse to replace or reissue **your card**, if any of the following apply.

- **You**, or any **additional cardholder**, have broken the **agreement**.
- **We** have good reason to believe that the risk of **you** not being able to repay us has significantly increased.
- **You** have paid more towards fees, interest and charges than towards your balance over a prolonged period, and **you** have not paid off your outstanding balance.
- **You** no longer live in the UK.
- **We** suspect unauthorised or fraudulent use of **your account**.
- It is necessary in order to keep **your account** secure.
- **We** find that any information **you** have given us was inaccurate or misleading.
- **Your account** is being used for a purpose that could reasonably be considered to damage our reputation.
- **You** have not used **your account** for 12 months or more.
- **Your account** has had a credit balance two or more times within a 12-month period, or for a period of 60 days or more.
- **You** have more than one credit card agreement with us.
- **We** find that **you** have entered into an insolvency arrangement, such as an Individual Voluntary Arrangement (IVA).
- **We** have any legal, regulatory or other justifiable reason.

**We** will tell **you** that **we** are suspending or restricting use of **your card** or account beforehand or, if **we** can't do that, as soon as **we** can after the suspension or restriction is in place, unless **we** can't tell **you** for legal reasons.

## **13** **Ending the agreement**

**13.1** **You** can end the **agreement** at any time by telling us and paying off the full outstanding balance on **your account** in line with these terms and conditions.

**13.2** If **we** make a change to any term of the **agreement** (except for any change of interest rate as a result of a movement in the **base rate**), and the change is not in your favour, **you** can close **your account** and pay off the full outstanding balance at the existing interest rate. If **you** want to do this, **you** must contact us within 60 days of the date on which **we** first told **you** about the change. Our contact details are on our website at [money.asda.com/credit-cards](https://money.asda.com/credit-cards).

**13.3** **We** can end the **agreement** at any time by giving **you** at least two months' written notice. The **agreement** will then end, and **your account** will close, at the end of the two-month period (beginning on the day after the day **we** give **you** notice).

**13.4** **We** can end the **agreement** and close **your account** immediately if any of the following are true.

- **You** or any **additional cardholder** have seriously or repeatedly broken the **agreement**.
- **We** find that any information **you** have given us was inaccurate or misleading.
- **We** reasonably suspect that **you**, or an **additional cardholder**, have acted fraudulently or carried out other illegal activity.
- **Your account** is being used for a purpose that could reasonably be considered to damage our reputation.
- Continuing the **agreement** may break a legal or regulatory requirement.

- **You** are (or may become) bankrupt, make a voluntary arrangement with your creditors, or are otherwise unable to pay off your debts.
- **You** have died.
- **You** or any **additional cardholder** use **your card** for business purposes.
- **You** repeatedly threaten or abuse a member of our staff.

**13.5** If **you** break the **agreement** and this results in us needing to send **you** a default notice (a letter instructing **you** to bring your payments up to date), **we** will do so in line with the Consumer Credit Act 1974.

**13.6** When the **agreement** ends for any reason, **you** must pay off the full outstanding balance on **your account**. If **you** don't, **we** will continue to charge interest on the outstanding balance until **you** pay it off.

## **14 Theft, loss or misuse of the card**

**14.1** If **your card** is lost or stolen, or if **you** know or suspect that the PIN, card number or other **security detail** has been (or is likely to be) compromised, **you** must contact us as soon as **you** can. If **you** contact us by phone, **you** may need to provide further information **in writing**. **We** can also ask **you** to provide further information to help us look into any unauthorised use. **You** can report **your card** as lost or stolen through the Asda Money Credit Card app or by calling us on 0808 175 4600.

**14.2** **You** will not have to pay anything for misuse that happened before **you** received **your card**.

**14.3** **You** may be liable for all **transactions** that are made by anyone **you** gave **your card** or your **security details** to, until **you** tell us that **your card** is being misused.

**14.4** **You** will be liable just for the first £35 of losses which occur after **your card** is lost or stolen and until:

- **you** tell us about this; or
  - **you** or **we** recover **your card**;
- whichever is first.

**14.5** **You** will be liable for misuse of **your card** if **we** can show that **you** or an **additional cardholder** acted fraudulently.

## **15 Retailers**

**15.1** In some cases a **retailer** may need to ask us to authorise a particular **transaction**. This can happen even if the amount of the **transaction** would not cause **you** to go over your **credit limit**.

**15.2** **We** will not be liable for any **retailer** not accepting **your card**.

**15.3** **You** can use **your card** in person through a **retailer's card reader**, or online or over the phone.

## **16 Disputed transactions and refunds**

**16.1** If a **retailer** gives **you** a refund of a **transaction** which **you** made using **your card**, **we** will not credit **your account** with the refund until **we** receive it from the **retailer**. **We** will charge **you** interest on the amount of the **transaction** until the refund is credited to **your account**.

**16.2** If **you** tell us that a **transaction** debited to **your account** is not correct, **we** will ask **you** for information to help us investigate. If **we** find that the **transaction** is incorrect, **we** will refund the full amount of the **transaction** and restore **your account** to the position it would have been in if the incorrect **transaction** had not taken place, as soon as possible. If **we** do not agree that **you** are entitled to a refund, **we** will tell **you** why.

**16.3** There are online services that allow **you** to view **your account** or make payments using a third-party service provider. If **you** sign up to one of those services, **we** will share information and instructions with the provider. If the service tells us that **you** have authorised a payment from **your account**, **we** have to treat that instruction as if it came from **you**. If it turns out that a **transaction** made through the third-party service was carried out incorrectly, **we** will treat it the same way as set out in clause 16.2. The third-party service provider has to refund us if it is their fault.

**16.4** If a third-party bank gives us evidence that an amount credited to **your account** is not correct, **we** will give **you** 15 **working days'** notice before **we** debit **your account** and return the amount to the bank.

- 16.5** If **you** authorised a **transaction** and did not agree a specific price at the time, and the amount **you** are charged for the **transaction** is more than **you** reasonably expected (taking account of your spending patterns and other relevant circumstances), **you** can ask us to refund the amount. **We** will ask **you** for information to help us investigate your request for a refund. If **we** do not agree that **you** are entitled to a refund, **we** will tell **you** why. **We** will normally tell **you** whether or not **we** agree to a refund within 10 **working days** of receiving your request or within 10 **working days** of receiving any information **we** ask **you** for, whichever is later.
- 16.6** **We** do not have to agree to your request for a refund under clause 16.5 if any of the following apply.
- The **retailer** is outside the UK or the European Economic Area.
  - **You** do not make your request within eight weeks from the date the **transaction** was charged to **your account**.
  - The reason that the **transaction** is more than **you** reasonably expected is due to exchange rates and **you** were told how the exchange rate would be chosen.
  - **You** directly authorised us to make the **transaction** and **you** were given information about it at least four weeks before the payment was charged to **your account**.
- 16.7** **Transactions** made through a third-party company that arranges online payments between **you** and a **retailer** are not protected by us. This means that if a supplier breaks their agreement with **you**, **you** will only be able to make a claim against the supplier and not us.

## **17 Additional cardholders**

- 17.1** If **you** ask us to, **we** may issue an additional card and PIN to any person **you** nominate as an **additional cardholder**. The terms and conditions of the **agreement** apply to the use of any additional card and PIN. **You** are responsible for making sure that the **additional cardholder** keeps to the terms of the **agreement**.

**You** cannot have an additional card in your own name.

- 17.2** Any **additional cardholder** must be aged 18 or over and have their main or only home in the UK.
- 17.3** All **transactions** made by the **additional cardholder** will be charged to **your account** and treated as having been made by **you**. **You** will be responsible for paying the amounts of the **additional cardholder's transactions**.
- 17.4** If an **additional cardholder** breaks the **agreement**, **you** will have to pay any interest, costs and charges that arise as a result.
- 17.5** **We** can cancel an additional card at any time **we** receive a written request from **you** or the **additional cardholder**. **We** may give the **additional cardholder** details of **your account**.
- 17.6** **Additional cardholders** do not have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the **agreement**.

## **18 General**

- 18.1** **Your card** can be used outside the UK, but only in keeping with any limits and regulations set by us or any official body from time to time.
- 18.2** **We** are not liable if **we** cannot meet our obligations under the **agreement** due to circumstances beyond our control. This may include delays or failures caused by strikes and industrial action, technological faults and failures, or data-processing problems. **We** are also not liable if **we** break the **agreement** as a result of meeting requirements under English, Scottish or Northern Irish law. As **you** have entered into the **agreement** with us as a consumer rather than a business, **we** are not liable to **you** for any business costs or losses **you** may suffer, such as loss of profit or business opportunity.
- 18.3** If, at any time, **we** delay in exercising our rights under the **agreement**, or if **we** do not insist on **you** meeting any of your obligations under the **agreement**, this does not mean that **we** have given up our rights and **we** can exercise them in full in the future.
- 18.4** **We** may give details of **your account** to any person acting as our agent in connection with **your account**.

- 18.5** The **agreement** and any dealings with **you**, including any before the start of the **agreement**, will be governed by and interpreted in line with Northern Irish law (if **you** normally live in Northern Ireland), Scottish law (if **you** normally live in Scotland) or English law (if **you** normally live anywhere else).
- 18.6** All our communications with **you** will be in English. **We** will not communicate by post unless **you** ask us to or **we** have to do so by law.
- 18.7** **We** may record or monitor phone calls and online ‘live chat’ conversations between us and **you** or any **additional cardholder** so that **we** can check instructions and make sure **we** are meeting our service standards.
- 18.8** **We** may transfer any or all of our rights and obligations under the **agreement** to any other person or business. **We** will tell **you** about the transfer as soon as reasonably possible, unless it does not change the way **your account** will be managed. If the transfer will change any aspect of how **your account** is managed, **you** will be told on or before the first time the change affects **you**. Your rights and obligations under the **agreement** won’t be affected.
- 18.9** The **agreement** is personal to **you**, and **you** cannot transfer any of your rights or obligations under it to anyone else.
- 18.10** **You** must tell us promptly about any change to your home address, mobile number or email address. If **you** don’t update your details, **we** won’t be responsible if **we** can’t contact **you** or **we** send information using your previous contact details.
- 18.11** **You** must be 18 or over and have your main or only home in the UK. If **you** no longer live in the UK, **we** may, without giving notice, end the **agreement** and close **your account**.
- 18.12** **We** may pay commission to a third party or partner who helped us promote our credit card to **you**. If so, any commission **we** pay does not influence the credit card terms **we** offer **you**, such as the interest rate or **credit limit**.

## **19 Withdrawing from the agreement**

- 19.1** You can withdraw from the agreement, without giving any reason, by getting in touch with us within 14 days from the day after you sign the attached credit card agreement. If you want to withdraw from the agreement, please call us, write to us or chat to us using Live Chat in our app. Our contact details are on our website at [money.asda.com/credit-cards](https://money.asda.com/credit-cards).
- 19.2** If you have used your card (or an additional cardholder has used their card), you will need to pay the amounts due, which may include interest, within 30 days of giving us your notice to withdraw from the agreement, starting the day after you give your notice to withdraw from the agreement. We’ll tell you how much interest you’ll have to pay, and how to repay the balance. If you do not withdraw from the agreement within the first 14 days, you will be bound by the terms of the agreement until you or we end it as set out in clause 12.
- 19.3** If you fail to repay any amount charged to your card or an additional card, we may recover the amounts owed by you as a debt.

## **20 Data protection**

- 20.1** Details of how we will use your personal information and your rights under data-protection law are given in our Privacy Notice and the How We Use Your Data notice, which are available on the website shown on the back of your card. You can also read both notices in our app.
- 20.2** We will share the personal information we collect from you with fraud-prevention and anti-money laundering agencies. They will use it to prevent fraud and money laundering, and to check your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how fraud-prevention agencies will use your personal information are given on our website shown in clause 21 below.

## **21 Contacting us**

- 21.1** If you have a complaint, need to give us notice, want to make a request or want to give us an instruction, you will need to contact our Customer Services team. Our contact details are on our website at [money.asda.com/credit-cards](https://money.asda.com/credit-cards).
- 21.2** If you make a complaint, we will start to look into it as soon as we receive it. If you are not satisfied with our response to your complaint, you can refer it to the Financial Ombudsman Service. There are more details on their website at [www.financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

# Transaction information box

Type of transaction	What you need to provide	How you will authorise the transaction	Stopping the transaction	Timescales
Balance transfer	<p><b>You</b> must give us the following information.</p> <ul style="list-style-type: none"> <li>Your name, as shown on your credit card from the other lender</li> <li>The card number of your credit card or store card from the other lender</li> <li>The amount to be transferred</li> </ul>	<p><b>You</b> can ask for a <b>balance transfer</b> through our app (when available).</p>	<p><b>You</b> cannot stop a <b>balance transfer</b> after <b>you</b> have arranged it.</p>	<p><b>You</b> will need to make your request during normal banking hours, and the transfer will be debited from <b>your account</b> on the day the transfer takes place.</p>
Money transfer (We do not currently offer money transfers, but when we launch this, we will tell you, as long as you're eligible)	<p><b>You</b> must give us the following information.</p> <ul style="list-style-type: none"> <li>Your name, as shown for your UK current account</li> <li>The sort code and account number of your UK current account</li> <li>The amount to be transferred</li> </ul>	<p><b>You</b> can authorise a <b>money transfer</b> (when available) through our app.</p>	<p><b>You</b> cannot stop a <b>money transfer</b> after it has been arranged.</p>	<p><b>You</b> will need to make your request during normal banking hours, and the transfer will be debited from <b>your account</b> on the day the transfer takes place.</p>
Card payments through a card reader	<p><b>You</b> will need to follow the instructions displayed on the <b>card reader</b> or confirm the payment with your signature.</p>	<p><b>You</b> will authorise the payment when <b>you</b> have followed the step shown by the <b>card reader</b> or signed a slip provided by the <b>retailer</b>.</p>	<p>Once the payment has been confirmed, <b>you</b> cannot cancel the <b>transaction</b>.</p>	<p>The amount of the payment will be debited from <b>your account</b> on the same day as <b>we</b> received the authorisation <b>you</b> gave the <b>retailer</b>.</p>
Transactions carried out online or over the phone	<p><b>You</b> will need to state:</p> <ul style="list-style-type: none"> <li>the type of card;</li> <li>your card number;</li> <li>the start date and expiry date of <b>your card</b>; and</li> <li>the three-digit security code from <b>your card</b>.</li> </ul>	<p><b>You</b> authorise the payment when <b>you</b> provide the necessary details.</p>	<p>Once the payment has been confirmed, <b>you</b> cannot cancel the <b>transaction</b>.</p>	<p>The amount of the payment will be debited from <b>your account</b> immediately.</p>

Recurring payments	<b>You</b> must provide the supplier of the goods or services authorisation to collect regular payments from <b>your account</b> .	<b>You</b> authorise the payment when <b>you</b> give the supplier your card details.	To cancel this <b>recurring payment</b> , <b>you</b> must contact us or the supplier.	The payments will be debited from <b>your account</b> on the date <b>you</b> agree with the supplier.
Withdrawals from ATMs	<b>You</b> will need to type in your PIN.	<b>You</b> authorise the payment when <b>you</b> use the correct PIN.	Once the withdrawal has been made, <b>you</b> cannot cancel it.	The withdrawal will be debited from <b>your account</b> immediately.
Payments to your account by Direct Debit	<b>You</b> must give us a Direct Debit instruction.	Your filled-in Direct Debit instruction authorises us to collect payments from your UK current account.	To cancel a Direct Debit, <b>you</b> must contact our Customer Services team or your bank at least five <b>working days</b> before your payment is due to be collected. <b>You</b> can also cancel through our app or your online servicing account.	<b>We</b> will collect the payments from your current account on the date <b>we</b> specify.
Payments to your account by standing order	<b>You</b> must provide your bank with authorisation to make payments to us from your current account.	The instructions to your bank authorise the payments to us.	To cancel a standing order, <b>you</b> must contact your bank.	Payments will be made to <b>your account</b> on the date <b>you</b> agree with your bank.