

## House of Fraser card Terms and Conditions

**These are representative only. If your application is successful, your copy of the agreement will contain your APR and other applicable rates.**

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between:

Us, GE Capital Bank Limited [GE Capital Bank Limited, Capital House 2, Bruntcliffe Way, Morley, Leeds LS27 0JG] and You,

In Condition 1 of the Additional Conditions (set out in the attached) we list particular meanings we have given to some words in this Agreement.

### KEY FINANCIAL INFORMATION

We will set your Credit Limit and may change it from time to time. We will tell you your Credit Limit in writing. The minimum monthly payment is the greater of £4 or 4% of the outstanding balance on the Account unless that balance is under £4, in which case you must pay the whole of that balance.

We exclude Buy Now Pay Later Transactions not yet due for payment when we work out the minimum payment. We will send you statements showing the date for payment. This will usually be 25 days after the statement date. (See also Condition 6 for details of Interest and Payments.)

< > APR (variable).

### OTHER FINANCIAL INFORMATION

We will charge an introductory rate of 0% per annum on all Retail Purchases for the first 3 months after you sign this Agreement. We will also charge an introductory rate of 0% per annum for six months on any Balance Transfers made in the first 6 weeks after you sign this Agreement. Apart from this introductory offer, the following standard rates will apply:

- < >% p.a. for Cash Transactions; and
- < >% p.a. for Retail Purchases and all other amounts

charged to your Account except Special Transactions made after this Agreement is entered into. These will be at a rate we tell you before you make the Transaction.

The relevant standard rate will apply to all Special Transactions after the end of the promotional period or if you break this Agreement (see Condition 6.3).

If you use your Card for a Retail Purchase of £< > and then repay it in 12 equal monthly instalments the total charge for credit would be interest of £< >.

We can vary the interest rates and any charges we make now or in the future under Condition 13. The APR does not take these variations into account.

We work out interest on Retail Purchases (excluding purchases on which no interest is payable) on a daily basis from the date of the purchase.

If you did not pay off your previous outstanding balance in full by your previous payment due date, we work out the interest that accrues between the purchase date and the first statement date and add it to your Account on the first statement date. However, if you did pay off your previous outstanding balance in full by your previous payment due date, we defer all interest that accrues between the purchase date and the first statement date and deal with it as follows:

- If you pay your outstanding balance in full by the payment due date, we waive the deferred interest and do not add it to your Account.
- If you do not pay your outstanding balance in full by the payment due date, we add the deferred interest to your Account at your next statement date.

We charge interest on all other Transactions (excluding Transactions on which no interest is payable) from the Transaction date and on all other amounts from the date they are added to the Account. We work out interest on a daily basis and charge it to the Account on each statement date. We charge interest on interest that has been added to your Account.

We will apply payments into the Account in the following order:

- (a) first, in payment of any insurance premiums, interest, charges or fees (in that order);
- (b) next, in repayment of Balance Transfers followed by payments using Convenience Cheques

(those with lower interest rates being paid before those with higher rates);  
(c) then, in repayment of Retail Purchases and Cash Transactions (in that order and in the order in which they were debited to the Account);  
(d) finally, in repayment of Buy Now Pay Later Transactions and Pay No Interest Transactions in the order in which they were debited to the Account.  
If Special Transactions are repaid in a different order, we will tell you before you make the Special Transaction. In all cases we apply payments against items that have been shown in a statement before items that have been put on the Account but not yet shown in a statement.

### **KEY INFORMATION**

We may make the following charges for administering your Account:

- £12 if the minimum monthly payment does not reach us on or before the payment due date;
- £12 each time a cheque, Direct Debit or other payment request is not paid when first presented to, or is recalled by, the relevant financial institution;
- £12 each time that you exceed the Credit Limit or Cash Limit;
- £25 if you do not inform us of a change of your details in accordance with Condition 8 and we have to trace you.

You must pay the amount of any other losses and reasonable costs which we incur as a result of your breach of this Agreement. These may include, but are not limited to, costs associated with notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due under the Agreement. The minimum interest charge that will be applied to your Account is £0.50. Any interest amount between £0.01 and £0.50 will be rounded up to £0.50 and applied to your Account. We may charge for Cash Transactions, Balance Transfers and Transactions made in a currency other than Sterling. These, and other charges, are set out in Condition 2.

This Agreement is not cancellable under the Consumer Credit Act 1974, the Timeshare Act 1992 or the Financial Services (Distance Marketing) Regulations 2004.

### **MISSING PAYMENTS**

Missing payments could have severe consequences and make obtaining credit more difficult.

### **THEFT, LOSS OR MISUSE OF CARD**

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc. as long as you confirm this in writing within seven days.

### **IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, we cannot enforce this Agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this Agreement at any time by giving notice in writing and paying off the amount you owe under the Agreement.
- 2) If you received unsatisfactory goods or services paid for under this Agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

### **ADDITIONAL TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

In these conditions some words have particular meanings. These are set out below:

“**Account**” means the Account opened by us in your name that records the amount you owe us under this Agreement.

“**Agreement**” means this Agreement signed by you as varied from time to time.

**“Balance Transfer”** means the transfer to the Account of an amount you owe another lender in the United Kingdom.

**“Buy Now Pay Later Transaction”** means a Transaction under which for a period we specify before you make the Transaction

(a) we do not charge interest and (b) you do not need to make any repayments.

**“Card”** means any card issued by us for use in connection with the Account.

**“Cash Limit”** means the maximum amount we allow you to borrow at any time for Cash Transactions and payments made by Convenience Cheque.

**“Cash Transaction”** means a cash loan we make when (a) you ask us to transfer cash directly into another bank account in the UK nominated by you or (b) you use the Card or the Card number to obtain cash from a cash machine (or ATM) or over the counter at a bank or other cash provider or from point of sale at the Main Supplier or members of the Retailer Group or (c) you use a Convenience Cheque to make a payment to a third party.

**“Convenience Cheque”** means a cheque we may give you to use for making payments to others on the Account.

**“Credit Limit”** means the maximum amount we allow you to borrow on the Account at any time.

**“CRA”** means a credit reference agency.

**“FPA”** means a fraud prevention agency.

**“GE Group”** means General Electric Capital Corporation (USA) and any subsidiary, or other company which is associated or affiliated with it or any such subsidiary in any country, including GE Capital Bank Limited.

**“Main Supplier”** means the retailer named on the face of the Card.

**“Pay No Interest Transaction”** means a Transaction which we do not charge interest on for a period we specify before you make the Transaction.

**“Personal Information”** means the information we obtain about you in connection with this Agreement, and any other agreement you have with us, from you, from running your accounts and making offers to you, from enquiries we make about you and from other organisations, such as CRAs and FPAs. Examples of Personal Information include information (1) from application forms; (2) based on the Transactions you and any additional cardholders carry out (which may include the details of any purchases you make); (3) about how you meet your obligations under this Agreement or other agreements you have with us or other GE Group companies; and (4) from CRAs and FPAs.

**“PIN”** means any personal identification number for use with the Card.

**“Retail Purchase”** means a purchase of goods or services from a Supplier using a Card or Card number.

**“Retailer Group”** means the Main Supplier and each other company in the same group.

**“Special Transaction”** means a Transaction on preferential terms for a period we specify before you make the Transaction, including Buy Now Pay Later and Pay No Interest Transactions.

**“Supplier”** means any person or company which accepts the Card (or Card number) as payment.

**“Transaction”** means a Balance Transfer, Cash Transaction, payment by Convenience Cheque or Retail Purchase.

## **2. THE CARD AND THE ACCOUNT**

2.1 We will put on the Account all Transactions and all other amounts you have to pay us under this Agreement.

2.2 The amount you owe us will be reduced by all cleared payments made into the Account and any refund due to you from us or from a Supplier who has sent us a properly completed refund voucher for a Transaction.

2.3 You may use the Card and the Account for Retail Purchases. If we tell you that you can, you may also use the Account for certain types of Cash Transactions, Balance Transfers, Special Transactions and to make purchases with Convenience Cheques.

If you use the Account to make a Balance Transfer you should continue to make any payments due to the other lender both before and after the Balance Transfer has been made. We will advise you of the fee for Balance Transfers when we make you the Balance Transfer offer. If we send you Convenience Cheques you can only use them to make payments in Sterling and you cannot use them to make payments to us.

2.4 If you use the Card (or Card number) to obtain cash, we charge a fee of 2% (minimum £2.50) on the amount of each Cash Transaction. If Convenience Cheques or Balance Transfers are available on your Account we will tell you the fee for using them when we send the cheques to you or you request the transfer.

2.5 Where any Transaction is made in a currency other than Sterling it will be converted to Sterling at the rate of exchange set by the relevant payment scheme for the date the Transaction is processed. This may not be the same as the exchange rate on the Transaction date. We will also charge a foreign currency conversion fee of 2.75% of the Sterling amount charged to your Account.

2.6 You must not go over your Credit Limit or your Cash Limit (if any) at any time. If you do go over either limit you must pay us the excess immediately. We will automatically reduce your Credit Limit to £250 if you do not use your Card for at least 13 months in a row. If you start reusing your Card, you can ask us to consider setting a higher limit but we will have to carry out a credit search.

When a Supplier asks us to authorise a Transaction, we take other Transactions we have authorised into account when working out whether you have gone over your Credit Limit or Cash Limit.

2.7 If you use the Account to purchase optional payment protection insurance provided through us, the premiums (which can be varied) will be calculated each month as a percentage of the minimum monthly payment.

2.8 If your Card has a payment scheme logo on it, it can be used at all Suppliers and cash machines displaying that logo. Cards without a payment scheme logo will normally be accepted by the Main Supplier only.

2.9 If we give you a Card without a payment scheme logo to begin with, we may replace it in the future with a Card with a payment scheme logo, unless you asked us not to. We may provide a Card which displays a different payment scheme logo or another logo associated with a payment scheme as a replacement Card as long as we reasonably think you will get the same or a better service with that Card.

2.10 A Supplier may require you to pay a percentage of the purchase price of goods or services before you make a Special Transaction.

2.11 We will charge you £3 for each copy statement you request from us.

### **3. CARD AND PIN SECURITY**

3.1 You (and each additional cardholder) must:

- make sure each Card is signed as soon as it is received by the named cardholder;
- take reasonable steps to make sure that Cards and any Convenience Cheques are kept safe and not allow anyone else to use them;
- not use the Card for any illegal purpose;
- not tell anyone your PIN (if you have one) but must keep it secure, even when entering it on a keypad to authorise a Transaction.

3.2 Cards and Convenience Cheques belong to us. You must not damage or deface them or interfere with any chip in a Card at any time, except that Cards which have been cancelled or withdrawn or have expired must be destroyed by cutting them into several pieces. We can recall or replace Cards and/or Convenience Cheques or change the Card or Account numbers at any time.

3.3 If a Card or Convenience Cheque is lost or stolen or a Card or PIN is liable to misuse you must immediately telephone us on **0871 882 3827**. We may record or monitor calls. If we ask, you must also write to us within 7 days at **GE Capital Bank Limited, Customer Services Department, P.O. Box 700, Leeds LS99 2BD**.

3.4 You will not have to pay for any unauthorised use of a Card, PIN or Convenience Cheque after you have told us that it is lost or stolen or you think that it may be misused but you may have to pay us up to £50 for unauthorised use before then and for all use if you or an additional cardholder have acted fraudulently or were responsible for the misuse, for example by allowing someone else to have the Card. You will not be liable for any unauthorised use of the Card by someone other than you or an additional cardholder for a purchase by post, telephone or internet.

### **4. ADDITIONAL CARDS**

You may ask us in writing to issue a Card and PIN to another person as long as they are eligible for one. You will be responsible for all use of the Card by the additional cardholder (including any use which makes you break this Agreement). You can ask us to cancel an additional Card at any time but you will remain responsible for it until it is returned to us or you have given us notice under Condition 3.3.

#### **5. OUR RIGHT TO LIMIT YOUR USE OF THE ACCOUNT**

If you have broken this Agreement or we have another good reason for doing so (such as suspected fraud), we may, without warning, suspend your right to use the Card or the Account.

#### **6. INTEREST AND PAYMENTS**

6.1 You must make at least the minimum payment each month. If you pay us more than you owe us, we will not pay interest on the credit we hold for you but it will reduce the amount you have to pay us in the next month. The minimum monthly payment is calculated on the statements ending balance less any previous unpaid amounts. We then request payment of this minimum monthly payment plus the amount previously unpaid.

6.2 We may at any time waive the whole or any part of any interest in respect of any amount charged to the Account. Occasionally we may also tell you that you can take a payment holiday. If you do so, we will continue to charge interest on the full balance of the Account as normal.

6.3 If you break this Agreement regularly or seriously you will lose the zero or preferential rates you have on the Account applicable to Special Transactions. We will give you advance warning of this.

6.4 As we process payments automatically, we may accept partial payments marked "payment in full" or other similar language without losing our right to claim full payment.

#### **7. STATEMENTS**

We will send you a statement for each month that there is a balance on the Account showing all amounts put on the Account or paid to us in the period covered by the statement, the minimum monthly payment and the due date for payment. If for any reason we are unable to send you a statement you will still have to pay any interest. Statements will initially be sent to the most recent postal address we have for you. We may be able to provide your statements online in the future. By signing this agreement you agree that, if this facility becomes available on your Account, we may make your statements available [in pdf or html format, or some other printable and/or downloadable format,] via the secure customer area on our website at [www.gemoney.co.uk/service/houseoffraser](http://www.gemoney.co.uk/service/houseoffraser) or such other address as we notify to you in writing from time to time. We will send you full details as and when this facility becomes available. You will be able to revert to paper statements by contacting our Customer Service team using the address or telephone number given in Condition 3 or in statements we provide to you.

#### **8. NOTICES**

8.1 We will send statements and notices to the most recent address we hold for you. You must tell us as soon as possible if you change your address or if you, or an additional cardholder, change your name and confirm any notice in writing if we ask you to do so.

8.2 You must contact us using the address or telephone number given in Condition 3 or in statements we send you.

#### **9. USE OF PERSONAL INFORMATION**

9.1 We and other organisations will access and use your Personal Information (including updated contact details) to prevent fraud and money laundering and to:

- a) operate and manage credit and credit related accounts or facilities with you;
- b) for statistical analysis and to check details on applications by you and others for credit and credit related accounts and facilities;
- c) to develop and improve products, to form a view of you as an individual and to identify or design products (including products offered by others) that might interest you;
- d) to contact you with details of those products and for market research;

- e) for use relating to the arrangements and administration of any payment protection insurance policy on credit and credit related accounts and facilities with you and for the purposes of underwriting, claims handling and fraud prevention for all types of insurance;
- f) in connection with other services and/or benefits related to credit and credit related accounts and facilities with you;
- g) to identify or tackle fraud, money laundering and other crime; to carry out regulatory checks and meet obligations to any relevant regulatory authority or taxing authority;
- h) to recover debt; and
- i) for checking details of job applicants and employees.

We may give your Personal Information to any person who provides a service to us (as long as they agree to keep it confidential), and to other GE Group and Retailer Group companies for them to use as set out above.

9.2 We may disclose your Personal Information:

- if you consent, we have to by law, the law allows us to (without your consent), or it is in the public interest; and
- if we, transfer (or may transfer) our rights and duties to another person under Condition 12, to that person (and its advisers) in advance to help them prepare for a possible transfer. (You agree they can use your Personal Information on the same basis as us after such a transfer and that references to us or the GE Group will be construed accordingly); and
- to countries whose data protection laws are less strict than in the UK. If so, we will ensure the information is held securely to standards equivalent to those in the UK and only used as permitted under this Condition.

9.3 Under the Data Protection Act 1998, you and any additional cardholders have a right to access certain personal records we, CRAs and FPAs hold about you. This is called a 'subject access request', which you can make by writing to us. A fee will be payable.

9.4 If false or inaccurate information is provided and fraud is identified, details will be passed to FPAs.

9.5 Law enforcement agencies may access and use this information

9.6 Please contact us on 0870 125 2522 if you want to receive details of the relevant FPAs.

9.7 We and other organisations may access and use from other countries the information recorded by FPAs.

## **10. OUR LIABILITY**

10.1 We shall not be responsible if any person refuses to accept any Card or a Convenience Cheque or if we are unable to carry out any of our obligations under this Agreement for reasons that we cannot reasonably control.

10.2 You cannot use a claim against a Supplier as a reason for not making payments to us unless you have a legal right to do so.

## **11. ENDING THE AGREEMENT AND EARLY PAYMENT**

11.1 You may end this Agreement at any time by writing to our Customer Services Department at the address in Condition 3.3 and paying the full amount you owe us. Unless there are exceptional circumstances we will give you at least 30 days notice if we decide to end this Agreement. You must continue to pay interest on all amounts you owe us even after the Account is terminated or closed.

11.2 We may demand repayment of the full amount you owe us if:

(a) we find out that our decision to lend to you was based on inaccurate, misleading or incomplete information; or

(b) you break this Agreement regularly or seriously, die, become bankrupt or make a voluntary arrangement with other people you owe money to; or

(c) you have broken the terms of another agreement you have with us and as a result we have given you notice ending that agreement and we have reasonable grounds for thinking that you may not be able to continue making payments under this Agreement.

Before making any demand we will take all the steps we are required to take by law for your protection.

11.3 You may have extended cancellation rights in certain circumstances. If you do, and you exercise those rights, you will have to repay what we have lent you, and pay all interest and charges applying before cancellation

11.4 Cards, Convenience Cheques, Card numbers and PINs must not be used after notice to end the Agreement has been given by you or by us and you must return all Cards and Convenience Cheques.

## **12. TRANSFER OF RIGHTS AND DUTIES**

We may transfer any of our rights and duties under this Agreement (including but not limited to our duty to lend to you) to any other person without giving you prior notice. No such transfer will affect any rights you have under this Agreement, or any of your statutory rights.

## **13. ALTERATIONS TO AGREEMENT**

13.1 We can change your interest rates at any time and charge different rates for different types of Transactions. This may include changes we make to the rate we charge you individually, based on a number of factors such as credit risk and the way you use your Account. We may change any other fee or charge set out in this Agreement, or introduce new charges. We may also change any other term of this Agreement where the change:

- (a) is necessary to make the Agreement fairer to you or easier to understand; or
- (b) is to correct a genuine mistake; or
- (c) is necessary for the introduction of new services which may be of benefit to you or for the development of existing services;

or

- (d) reflects a change in good banking practice or relevant laws; or
- (e) is made so as to implement a voluntary industry code of practice which we have decided to adopt.

We will give you at least 30 days notice before we make a change unless it is to your advantage, in which case we may make the alteration immediately and tell you about it within 30 days. If a change is to your disadvantage you can write to us within 60 days to close your Account. If you do we will not apply the change before the Agreement ends.

13.2 We will let you know about any changes by post, email or in your statement or by putting notices in newspapers.

## **14. GENERAL**

14.1 If we do not strictly apply our rights under this Agreement at any time, that will not prevent us from doing so later.

14.2 This Agreement, and our dealings with you with a view to entering into this Agreement, is governed by English law. The English courts have non-exclusive jurisdiction for any related disputes. We will only communicate with you in English.

14.3 A Supplier may from time to time offer a loyalty scheme or other benefits. If so they will operate under separate terms and conditions notified to you.

14.4 There may be other taxes or costs, which are not paid through us or charged by us, that you have to pay in connection with this Agreement.

## **ADDITIONAL CONDITIONS**

### **OUR DETAILS AND HOW WE ARE REGULATED**

We provide credit and hire products to consumers and are licensed for these and related purposes by the Office of Fair Trading (licence number 154771). We are also authorised by the Financial Services Authority (reference number 204572); are a member of the Finance and Leasing Association (the “FLA”); and subscribe to the Banking Code and the FLA’s code of practice.

GE Capital Bank Limited is a company registered with the Registrar of Companies for England and Wales, Company No. 1456283, Registered Office 6 Agar Street, London WC2N 4HR.

## **COMPLAINTS**

If you have a complaint, please write to us at PO Box 700, LS99 2BD. If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to:

- the FLA’s Conciliation and Independent Arbitration Scheme, addressed to The Compliance Manager, Finance & Leasing Association, Imperial House, 15-19 Kingsway, London WC2B 6UN. Fax: 020 7420 9600. Email: [code@fla.org.uk](mailto:code@fla.org.uk);

or, if you have a Card with a payment scheme logo on it, to:

• the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Telephone: 0845 080 1800. E-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk). Website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)