

Terms & Conditions and Important Information

Personal Loan to pay off your credit card(s)

This document includes:

- Terms and Conditions
- Data Protection Statement

Please read and keep for future reference.

Effective from 31 July 2023.

What's inside?

Thank you for choosing Santander.

This document is split into 2 parts. It sets out the terms of your agreement and important information you need to know about our relationship and how your account will be operated.

Part

Personal Loans - Terms & Conditions

1

These are the terms and conditions (including fees) which apply to Personal Loans. This part covers important information you should know to manage your Personal Loan.

2

Data Protection Statement

This sets out everything you need to know about how we use your personal information.

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Part 1 - Personal Loans – Terms & Conditions

These Terms and Conditions will form part of your Agreement with us should you apply for and be accepted for a Personal Loan with us.

1. Transfer of loan funds

Your loan funds will be paid directly to your existing credit card account shown in your credit agreement.

2. How do we calculate interest?

Your interest rate is fixed and won't change during the loan term. We'll work out interest each day on the outstanding loan amount. This means you'll pay more interest towards the start of the loan when the outstanding loan amount is at its highest. As the loan amount reduces, you'll pay less in interest and more towards the amount you've borrowed.

The amount you need to pay each month won't change, even if the amount you're paying in interest goes up or down.

However, if you miss a monthly repayment, the duration of the loan will be longer, to allow us to collect the missed payment. This means you'll end up paying more interest overall because it'll take you longer to repay the full amount, so you'll be paying interest for a longer period of time.

Remember, you'll also end up paying interest on top of interest for payments you miss. We will add interest to your loan on the last day of each month. Also, if you need to pay any taxes as a result of taking out this loan, this is your responsibility.

3. How do you make repayments?

We will take repayments by Direct Debit.

You must make your first repayment 30 days after the start of the loan agreement. After that, your repayments will be due on the same date each month (but if this is a non-working day, we'll take your repayment on the next working day).

Let's say the loan agreement starts on 2 March. We'll take your first repayment on 2 April by Direct Debit. Unless you ask us to change that date, we'll take all other repayments on the 2nd of the month until your loan is paid back in full.

Once we pay you the loan amount, you can ask us to change your repayment date. You can choose a date between the 1st and 28th of the month. Depending on the date, it could mean that your last repayment is collected after the original date that your loan agreement was due to end.

You can also ask us at any time to take a break from your monthly repayments. This is called a 'repayment holiday'. If we agree, you might be allowed a maximum of six repayment holidays. Bear in mind, even though you won't need to make repayments, we will keep adding interest to your loan during the holiday.

This means your loan will last longer because you'll make extra repayments to make up for the ones you missed. You'll also pay more interest overall.

4. What happens if you miss a payment?

If you pay us less than you owe or don't keep to this agreement, we can:

- Require you to repay the remaining loan amount back straight away.
- Use money you have in any other accounts held with us to pay off your outstanding balance.
- Charge you our reasonable costs in trying to collect the loan amount from you, including legal costs and costs finding you. You will have to pay these costs to us straight away.
- Sell your loan to a different company who will continue to try and collect the loan from you.
- Take legal action to recover what you owe us. This could include asking a court to order that, if a property you own is sold for any reason, some of the money you get from the sale is used to repay what you owe us.
- Give information about you and how you've managed your account to licensed credit reference agencies. This will affect your credit rating, and might make it more difficult for you to borrow in future.

We'll usually let you know before we do any of these things.

If you would like more information about managing your finances please speak to us in a branch or give us a call on 0800 876 6386. You can also find more information online in the help and support area of our website at [Santander.co.uk/personal/support/help-with-managing-my-money](https://www.santander.co.uk/personal/support/help-with-managing-my-money).

5. When can we change this agreement?

We might change the terms of this agreement in some circumstances, but we'll let you know beforehand.

We'll only change this agreement if we need to make the change to comply with a legal or regulatory requirement, or we reasonably think that making the change would be in your best interests.

We'll never increase the interest rate or the amount of your monthly repayment.

6. When can we end this agreement?

We can demand that you repay the entire balance of the loan and end this agreement if:

- We suspect a fraud, scam or any other illegal activity in relation to this agreement or another agreement you hold with us
- We are acting in response to guidance issued by a regulator, government or law enforcement body
- The agreement with you may cause us or another member of our group to face regulatory censure or censure by government, law enforcement or a third party in any jurisdiction
- The agreement with you may cause us to break any law, regulation, court order, code or other duty that applies to us
- We think you are using the loan to buy cryptocurrency
- We think you've given us false or misleading information
- A court declares you bankrupt
- You break this agreement regularly or seriously, for example by not providing us with information we've reasonably asked for on more than one occasion.

We will try to tell you ahead of time where we are ending the agreement for any of these reasons, but we might not be able to.

7. Can you repay early?

You have a legal right to repay your loan (or part of your loan) early under Section 94 of the Consumer Credit Act 1974.

You can do this by writing to us at Santander UPL Operations, Sunderland, SR43 4GX, or calling us on 0800 876 6386.

When you contact us, ask for an early settlement statement and we'll send you a statement which tells you how much you need to pay. By law, we have to use a specific formula to work out the amount you need to pay.

Repaying your entire loan early - We'll calculate the amount of interest you need to pay us assuming that you repay your loan 28 days after you contact us.

If your loan is more than 12 months long, we might also charge an extra 30 days of interest.

Repaying part of your loan early - If you want to pay some of your loan early, you can choose to either:

- Shorten the duration of the loan but keep your monthly payments the same
- Keep the loan duration the same but reduce your monthly payments.

Just let us know your preference when you contact us.

If you don't let us know, we'll automatically use your early payment to shorten your loan term.

8. Can you change your mind?

You can withdraw from the agreement by writing to us or calling within the 'cooling off period'. That's within 14 days, starting the day after you sign this agreement. You don't need to give us a reason for this.

You'll need to:

1. **Tell us that you want to withdraw.** To do this, you can either call us on 0800 876 6386 or write to us at: Santander UPL Operations, Sunderland, SR43 4GX.
2. **Repay everything you've borrowed in full without delay and within 30 days.** The 30 days start the day after you tell us that you want to withdraw. You won't need to pay any interest if you change your mind during this time. If you're registered, you can repay using online banking or telephone banking.

9. Are there any restrictions?

You can't use the loan for certain purposes, including:

- House deposits
- Bridging negative equity
- Buying property or land either in the UK or abroad
- Cryptocurrency
- Household bills
- Living expenses
- Child maintenance payments
- Personal tax bills
- Time-shares
- Stocks and shares
- Gambling
- Borrowing on behalf of a third party unless given as a genuine gift
- Equity transfer
- Capital raising
- Any business purpose.

You might be able to borrow money in other ways. To find out more, please call us or visit santander.co.uk/personal/support/loans-and-mortgages/borrowing-options.

10. What information will you get?

We'll send you a statement each year which shows how much of your loan there is left to pay.

You can also ask us for a statement at any time for free, showing you which repayments you still need to make and when. This statement will be in table format and will break the repayments down so you can see how much capital and interest each payment is made up of.

11. Can we transfer our rights and duties under this agreement to another person?

We can transfer all of our rights and duties under this agreement, to someone else at any time. That includes information about how you've managed your loan. Don't worry – if we do this, your rights under the agreement won't change. We'll tell you about the transfer beforehand if the arrangements to manage your loan will change because of this.

You can't transfer any of your rights or duties under this agreement to anyone else.

12. Can we use other money you hold with us to repay the loan?

If you have another account with us, we might use money from that account to help repay any outstanding balances you have under this agreement. We call this our 'right of set off'. Take a look at your bank account terms and conditions for full details of how this works.

13. Communicating with you

We'll only communicate with you in English.

We'll send documents and statements by post unless you've chosen to go paper-free. If you've chosen to go paper-free, you'll be able to see your statements – and some of your letters – through your online account or in the app. You'll receive an email when a document is ready to view. You can change your preferences on how to receive documents from us in your online account at any time.

If we send information by post, we'll use the last UK address which you've told us about in writing. You must let us know if your address changes – if you don't, you'll need to pay us back any money we've spent on trying to find your new address.

If you need information in another format, let us know. You can also find information about this on our website.

14. How can we use your personal information?

We can use your personal information in the ways we describe in the Personal Loan Data Protection Statement provided to you when you applied for your loan. Your data may be used in other ways where agreed by you and in very limited circumstances when required by law or where allowed under data protection legislation.

15. How do you make a complaint?

If you're unhappy with our service, please call our complaints team on 0800 171 2171 or visit the complaints section of our website (santander.co.uk). We'll try to sort out your issue as quickly as we can.

If you're not happy with how we deal with our complaint, you may be able to contact the Financial Ombudsman Service (FOS). You can find out more about the FOS in the 'Your Complaint and the Ombudsman' leaflet (available in any Santander branch) or on their website financial-ombudsman.org.uk.

16. Which law applies?

English law. The courts of England and Wales will deal with any disputes that might happen.

But if your address is in Scotland, then Scots law will apply instead, and the courts of Scotland will deal with any disputes that might happen.

If your address is in Northern Ireland, then the law of Northern Ireland will apply instead, and the courts of Northern Ireland will deal with any disputes that might happen.

17. Financial Conduct Authority

We are authorised and regulated by the Prudential Regulation Authority (PRA). We're also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 106054. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register>

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB:
www.lendingstandardsboard.org.uk

Part 2 - Data Protection Statement

1. Introduction

The Data Protection Statement sets out how we'll use your personal data.

Your personal data is data which by itself or with other data available to us can be used to identify you. We are Santander UK plc, the data controller. This data protection statement sets out how we'll use your personal data. You can contact our Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if you have any questions.

2. The types of personal data we collect and use

Whether or not you become a customer, we'll use your personal data for the reasons set out below and if you become a customer we'll use it to manage the account, policy or service you've applied for. We'll collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may include:

- Full name and personal details including contact information (e.g. home address and address history, email address, home and mobile telephone numbers);
- Date of birth and/or age (e.g. to make sure that you're eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of products and services you've obtained or applied for, how you use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Biometric data (e.g. fingerprints and voice recordings for TouchID and voice recognition);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates you may have;
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants you have);
- Education and employment details/employment status for credit and fraud prevention purposes; and
- Personal data about other named applicants. You must have their authority to provide their personal data to us and share this data protection statement with them beforehand together with details of what you've agreed on their behalf. When applying for a credit card you must have permission to give information about any third party named on the application form.

3. Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so we can process your application (unless you're a customer and we already hold your details).

4. Monitoring of communications

Subject to applicable laws, we'll monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what's been said. We may also monitor activities on your account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

5. Using your personal data: the legal basis and purposes

We'll process your personal data:

1. As necessary **to perform our contract with you** for the relevant account, policy or service:
 - a) To take steps at your request prior to entering into it;
 - b) To decide whether to enter into it;
 - c) To manage and perform that contract;
 - d) To update our records; and
 - e) To trace your whereabouts to contact you about your account and recovering debt.

2. As necessary **for our own legitimate interests** or those of other persons and organisations, e.g.:
 - a) For good governance, accounting, and managing and auditing our business operations;
 - b) To search at credit reference agencies at your home address if you're over 18 and apply for credit;
 - c) To monitor emails, calls, other communications, and activities on your account;
 - d) For market research, analysis and developing statistics; and
 - e) To send you marketing communications and for marketing to you in-branch, including automated decision making relating to this.
3. As necessary **to comply with a legal obligation**, e.g.:
 - a) When you exercise your rights under data protection law and make requests;
 - b) For compliance with legal and regulatory requirements and related disclosures;
 - c) For establishment and defence of legal rights;
 - d) For activities relating to the prevention, detection and investigation of crime;
 - e) To verify your identity, make credit, fraud prevention and anti-money laundering checks; and
 - f) To monitor emails, calls, other communications, and activities on your account.
4. Based on **your consent**, e.g.:
 - a) When you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
 - b) When we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning your health, sex life or sexual orientation); and
 - c) To send you marketing communications where we've asked for your consent to do so.

You're free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

6. Sharing of your personal data

Subject to applicable data protection law we may share your personal data with:

- The Santander group of companies* and associated companies in which we have shareholdings;
- Sub-contractors and other persons who help us provide our products and services;
- Companies and other persons providing services to us;
- Our legal and other professional advisors, including our auditors;
- Fraud prevention agencies, credit reference agencies, and debt collection agencies when we open your account and periodically during your account or service management;
- Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice;
- In an emergency or to otherwise protect your vital interests;
- To protect the security or integrity of our business operations;
- To other parties connected with your account e.g. guarantors and other people named on the application including joint account holders who will see your transactions;
- When we restructure or sell our business or its assets or have a merger or re-organisation;
- Market research organisations who help to improve our products or services;
- Payment systems (e.g. Visa or Mastercard) if we issue cards linked to your account, your account is linked to a card on another current account, or as a result of a transfer to another account you receive a card. The Payment systems may transfer your personal data to others as necessary to operate your account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending your personal data overseas; and
- Anyone else where we have your consent or as required by law.

7. International transfers

Your personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

8. Identity verification and fraud prevention checks

The personal data we've collected from you at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in future. We may also search and use our internal records for these purposes. Further details on how your personal data will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the 'Using My Personal Data' booklet.

9. Credit reference checks

If you've applied for a credit product then in order to process your application, we'll perform credit and identity checks on you at your home address with one or more credit reference agencies. To do this we'll supply your personal data to the credit reference agencies and they'll give us information about you. When we carry out a search at the credit reference agencies they'll place a footprint on your credit file. A credit search may either be: a) a quotation search where a soft footprint is left. This has no effect on your credit score, and lenders are unable to see this; or b) a hard footprint where you've agreed/requested Santander to proceed with your application for credit. This footprint will be viewable by other lenders and may affect your ability to get credit elsewhere. (A credit search is not carried out if you are under 18 or you apply for a Basic Current Account.) We'll also continue to exchange information about you with credit reference agencies while you have a relationship with us. The credit reference agencies may in turn share your personal information with other organisations. Details about your application (whether or not it's successful) will be recorded and we'll give details of your accounts and how you manage them to credit reference agencies. If you do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace your whereabouts and to recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted. A financial association link between joint applicants will be created at the credit reference agencies. This will link your financial records and be taken into account in all future applications by either or both of you until either of you apply for a notice of disassociation with the credit reference agencies.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- experian.co.uk/crain
- equifax.co.uk/crain
- transunion.co.uk/crain

10. Your marketing preferences and related searches

We'll use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can change your preferences or unsubscribe at any time by contacting us. In the case of social media messages you can manage your social media preferences via that social media platform. If you're over 18, we may search the files at credit reference agencies before sending marketing communications or doing marketing in-branch to you about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect your credit rating. We do this as part of our responsible lending obligations which is within our legitimate interests. If you have previously told us that you don't want information on other products and services or to be included in market research, we'll continue to respect your wishes.

11. Automated decision making and processing

Automated decision making involves processing your personal data without human intervention to evaluate your personal situation such as your economic position, personal preferences, interests or behaviour, for instance in relation to transactions on your accounts, your payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. We may do this to decide what marketing communications and marketing in-branch is suitable for you, to analyse statistics and assess lending and insurance risks. All this activity is on the basis of our legitimate interests, to protect our business, and to develop and improve our products and services, except as follows; when we do automated decision making including profiling activity to assess lending and insurance risks, this will be performed on the basis of it being necessary to perform the contract with you or to take steps to enter into that contract. Further details can be found in the 'Using My Personal Data' booklet.

12. Criteria used to determine retention periods (whether or not you become a customer)

The following criteria are used to determine data retention periods for your personal data:

- **Retention in case of queries.** We'll retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- **Retention in case of claims.** We'll retain your personal data for as long as you might legally bring claims against us; and
- **Retention in accordance with legal and regulatory requirements.** We'll retain your personal data after your account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

13. Your rights under applicable data protection law

Your rights are as follows (noting that these rights don't apply in all circumstances and that data portability is only relevant from May 2018):

- The **right to be informed** about our processing of your personal data;
- The right to have your personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- The right **to object** to processing of your personal data;
- The right **to restrict processing** of your personal data;
- The right **to have your personal data erased** (the 'right to be forgotten');
- The right to **request access** to your personal data and information about how we process it;
- The right to **move, copy or transfer your personal data** ('data portability'); and
- Rights in relation to **automated decision making** including profiling.

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: ico.org.uk.

For more details on all the above you can contact our DPO or request the 'Using My Personal Data' booklet by asking for a copy in branch or online at santander.co.uk.

14. Data anonymisation and aggregation

Your personal data may be converted into statistical or aggregated data which can't be used to identify you, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

15. Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

Alternative formats

Santander can provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please visit santander.co.uk/alternativeformats for more information, ask us in branch or give us a call.