

Diners Club® Card

# Personal card application

TRAVEL REWARDS

-87.88681

42.15517



# Personal card application

## Travel rewards



PLEASE USE BLOCK CAPITALS

Please complete and return your form to: Diners Club UK, PO BOX 66351, London E14 1GQ. For any enquiries please call: 0870 1900 011.

### PERSONAL DETAILS

Title: Mr  Mrs  Miss  Ms  Other

Forenames:

Surname:

Name to appear on card (maximum 23 characters):

Date of Birth:           (applicants must be aged 18 or over)

Nationality:

### ADDRESS DETAILS

House/Building Name:

Address:

Town/City:

Postcode:

Owner  Tenant  Living with Parents  Other

How long have you lived at your current address?   -

If it is less than three years, please write your previous address here:

House/Building Name:

Address:

Town/City:

Postcode:

How long did you live at your previous address?   -

### CONTACT DETAILS

ESSENTIAL Home Telephone No (inc. area code):

Work Telephone No (inc. area code):

Mobile Telephone:

Email Address:

Memorable Password:

### FINANCIAL DETAILS

Diners Club may contact your Bank or Building Society for references as appropriate.

Name of Bank or Building Society:

Account Number:  Time with Bank:   -

Bank Sort Code:  -  -

Do you hold any other Diners Club or Citigroup products? Yes  No

If yes, please give account number:

### EMPLOYMENT/INCOME DETAILS:

Full time employed  Self-employed  Retired income  Unemployed

Student  Other

Company Name/Employer:

Job Title:

Gross Annual Income: £

### SUPPLEMENTARY CARD

I would like you to issue a Supplementary Diners Club Card and subsequently replacement Cards to the undersigned. I understand that Supplementary Cardholders are entitled to all the benefits of Diners Club Membership.

Title: Mr  Mrs  Miss  Ms  Other

Forenames:

Surname:

Date of Birth:

Nationality:

Name to appear on card:

### AGREEMENT

I hereby apply to Citibank International plc t/a Diners Club UK to become a Diners Club Member. I am over 18 years of age. Upon acceptance, please post the Diners Club Card or Cards to me and subsequently replacement Cards as they are issued. I/We declare that all the above details are true and complete and I/we authorise you to disclose at your discretion, information relating to me/us and this application to credit reference agencies or to any other person you may decide. I/We understand that if the application is not accepted no reason will be given, nor will any correspondence be entered into. I/We agree to abide by the Terms and Conditions of Membership and Use.

### IMPORTANT – USE OF YOUR INFORMATION

1. Whether or not Your application is successful, You agree: (a) We may send You information by SMS (text) messaging, fax, post or e-mail, or call You about products of Ours, or of companies within Our Group or of other organisations which may be of interest to You. We may do this even when the customer/business relationship has lapsed or terminated unless You tell us to stop as set out below; and (b) We may pass Your details to companies of Our Group, to send You information by SMS (text) messaging, fax, post or e-mail or call You about their products.

2. YOU HAVE A RIGHT AT ANY TIME TO STOP US FROM CONTACTING YOU BY SMS (TEXT) MESSAGING, FAX, POST, TELEPHONE OR E-MAIL, OR GIVING YOUR DETAILS TO OTHERS FOR THESE PURPOSES. YOU MAY WRITE TO: DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON, E14 1GQ, IF YOU WISH US TO STOP.

### PLEASE SIGN BELOW

SIGNATURE OF APPLICANT:  DATE:

SUPPLEMENTARY CARD APPLICANT'S SIGNATURE:  DATE:

For Office Use Only:

REFERENCE 1 11544

REFERENCE 2 B049PERSD001L04

## PRE-CONTRACT INFORMATION SUMMARY REQUIRED UNDER THE FINANCIAL SERVICES (DISTANCE MARKETING) REGULATIONS 2004

1. Citibank International plc t/a Diners Club UK is a company registered in England: 4012351. Registered office: Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB.VAT No. 429625629.
2. The Diners Club Card is a charge card and not a credit card. Therefore, there is no pre-set limit on the amount you can spend when using your card. Benefits include: no pre-set spending limit; complimentary travel insurance for trips booked on your Diners Club Card (full details of cover provided with your Card); automatic membership to Diners Club Travel Rewards giving 1 point for every £5 spent (UK cardholders only. Full details on [www.dinersclub.co.uk](http://www.dinersclub.co.uk)); and free access to over 100 airport lounges.
3. Statements detailing the balance on your account are issued monthly. Your balance must be paid in full within 30 days of the statement date to avoid paying service charges.
  - a) You will incur a service charge of 3.5% of the outstanding balance if this is not paid in full within 30 days of the statement date. Further service charges will be payable every 30 days after that until full settlement of the total amount outstanding (including charges) is received.
  - b) There will be a foreign currency service charge of 2.75% of the value of each foreign currency purchase or transaction incurred on your account, which shall be added to that foreign currency charge before conversion into your billing currency.
  - c) If a cash withdrawal is made at an ATM using your Card then a service charge for that cash withdrawal will be applied to the Account. That charge, will be £1.50 plus 1% of the amount of the withdrawal.
  - d) Other charges are detailed in the terms and conditions.
4. You have FOURTEEN DAYS starting with the day after you receive your Diners Club card in which to cancel your agreement. You can do this by sending a written notice of cancellation to Operations Administration Department, Diners Club UK, PO BOX 66351 London E14 1GQ. If you use your Diners Club card for any transaction before the end of the cancellation period and then cancel this agreement, you will need to repay such sums in full within 30 days of sending us a cancellation notice and we reserve the right to charge you fees in accordance with our terms and conditions.
5. The contract has no minimum duration.
6. You may terminate the contract by written notice to Diners Club UK. Termination will be effective on receipt. Citibank International plc t/a Diners Club UK may terminate the contract at any time by written notice to you. Termination will be effective from the date stated in the notice. You will remain liable to pay all sums outstanding in accordance with our terms and conditions. Your account will be considered "closed" when all your liabilities under our terms and conditions are paid.
7. The terms and conditions and all matters arising out of the issue and use of your Diners Club card are subject to the laws of England and the jurisdiction of the English courts.
8. All communications will be in English, unless agreed otherwise.

## DATA PROTECTION NOTICE

1. As part of your application for credit and any relevant insurance, We will search your record at the Credit Reference Agencies who will supply Us with both credit and identity information. The Credit Reference Agencies will add to your record details of Our search whether or not your application proceeds successfully. Our search will be seen by other organisations that make searches.
2. We may give the Credit Reference Agencies details of any non-payment associated with your Account, where:
  - (a) you have fallen behind with your payments;
  - (b) you have not made proposals satisfactory to Us for repayment of your debt following a formal demand; and
  - (c) you have been given at least 28 days notice of Our intention to disclose.
3. Credit searches, other information that is provided to us and/or the Credit Reference Agencies about you and those with whom you are linked financially may be used by other companies and Us if credit decisions are made about you or other members of your household.
4. Information held about you by the Credit Reference Agencies may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application assessed with reference to any "associated records". If you have told Us of some financial association with another person, you are declaring that you are entitled to:
  - (a) disclose information about anyone else referred to by you;
  - (b) authorise us to search;
  - (c) link or record information at Credit Reference Agencies about you and anyone referred to by you.
5. An "association" between you and anyone you tell us is your financial partner will be created at the Credit Reference Agencies. This will link your financial records, each of which will be taken into account in all future applications made either by you, or both of you. This will continue until one of you successfully files a disassociation at the Credit Reference Agencies.
6. We may transfer your personal data to Our parent company, Citigroup Inc. (or any other parent as a result of merger or amalgamation or corporate restructure) and any other Citigroup organisation in Europe, the USA or Asia, for processing. It is important that you give Us accurate information.
7. We will check your details with fraud prevention agencies, and if you give Us false or inaccurate information and We suspect fraud, We will record this. Your record will be shared with other organisations and used by them to:
  - (a) help make decisions about credit for you and members of your household; or
  - (b) trace debtors, recover debt, and prevent money laundering and fraud.
8. We, the Credit Reference and Fraud Prevention agencies, will also use your record for statistical analysis on credit, insurance and fraud. Fraud prevention agency records will also be shared with other organisations to help make future decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
9. We will verify and record information supplied by you as part of the fight against terrorism and to prevent money laundering activity.
10. We may undertake additional searches at the Credit Reference Agencies when considering your application or during the life cycle of your account if: (a) the information you provide does not lead to a result enabling a decision to be made as to whether to issue a card; (b) to manage your account with Us; (c) information is needed to make a decision about your Credit Limit; (d) the wish to make other products, services or benefits available to you.
11. PLEASE TELEPHONE US ON FREEPHONE 08000 72 22 22 IF YOU WANT TO HAVE DETAILS OF THOSE CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES FROM WHOM WE OBTAIN AND TO WHOM WE PASS INFORMATION ABOUT YOU. YOU HAVE A LEGAL RIGHT TO THESE DETAILS. YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING: DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON E14 1GQ, A FEE WILL BE PAYABLE.

Clause 19 of the Terms and Conditions sets out how we process the information contained in this application form. By signing this document, you confirm that you have read and understood clause 19 and that you consent to us dealing with your information in this way.



# Personal card application

## Terms and Conditions



These Terms and Conditions are important and should be read carefully. By signing or using any Diners Club Card issued to you, you confirm acceptance of them.

### 1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 1.1 "Account" means an account maintained by Diners Club for you;
- 1.2 "Billing Currency" means Pounds Sterling;
- 1.3 "Card" means any "Diners Club International" card issued to you or any Supplementary Cardholder by Diners Club;
- 1.4 "Charge" means a debt incurred through the use of a Card or the use of a Card number at an Establishment;
- 1.5 "Diners Club", "We", "Us" or "Our" means Citibank International plc trading as Diners Club UK and its successors and assigns and includes any person acting on its or their behalf;
- 1.6 "Diners Club Reference Exchange Rate" means the foreign exchange rate Diners Club will apply to transactions involving a currency conversion, as more particularly described in clause 9.4 of these Terms and Conditions;
- 1.7 "EEA" means the European Economic Area;
- 1.8 "Establishment" means a person who has entered into arrangements with Diners Club and/or the Diners Club International organisation for the supply of goods, tickets, services or cash to holders of Cards or who is an overseas part of that organisation;
- 1.9 "PIN" means your Personal Identification Number;
- 1.10 "Reward Points" refers to rewards accumulated in accordance with the separate terms and conditions of the "Diners Club Reward Programme", which are available upon request;
- 1.11 "Supplementary Cardholder" means any person you requested Diners Club to issue a Card to so that they can use your Account;
- 1.12 "Terms and Conditions" means these terms and conditions as may be amended from time to time;
- 1.13 "Year" means a period of twelve months from the day after you receive your Card and each successive period of twelve months after that;
- 1.14 "you" and "your" means the person who has signed this form and who is identified on the Card issued by Diners Club;
- 1.15 the singular includes the plural and vice versa, reference to any gender includes all genders and references to persons, companies and firms includes bodies corporate, partnerships and unincorporated associations. Headings shall not affect construction.

### 2. MAIN SUBJECT MATTER OF THE AGREEMENT BETWEEN YOU AND DINERS CLUB

2.1 The Card is a charge card and not a credit card. There is no pre-set limit on the amount you can spend when using your Card, however Diners Club may set a spending limit on the Card. We reserve the right to impose authorisation limits on the use of your Card in order to reduce the risk of fraud.

2.2 The total balance on your monthly statement is due on the date of that statement. If you pay the full balance within 30 days of the date of the statement you will not have to pay any service charges on the Account.

2.3 If you do not pay the balance on your Account within 30 days then you will have to pay Diners Club's monthly service charges in addition to the total balance outstanding until you have fully repaid the amount due on your Account. Your right to use your and the Supplementary Cardholder's (if applicable) Card may, in the meantime, be restricted on occasions or you may lose the right completely.

2.4 Any Reward Points you may have accumulated will be suspended if your Account is 60 days overdue for payment. At 90 days overdue for payment, all Reward Points will be cancelled.

2.5 You are liable to Diners Club for all amounts on your Account.

2.6 This agreement has no minimum duration and either party may terminate this agreement at any time by written notice in accordance with clause 11.

2.7 You agree to use your Card in accordance with these Terms and Conditions.

### 3. THE CARD

3.1 A Card may only be used by you and must be signed by you and (where appropriate) the Supplementary Cardholder, in ballpoint pen immediately upon receipt. You must take every precaution to safeguard your Card. See clause 5.

3.2 A Card is only valid for the period indicated on it. No Card must be used after it has been cancelled or expired.

3.3 If necessary, any reference needed in order to execute a payment transaction will be the card number on the Card or your Account number, or both.

3.4 Diners Club is entitled to decline to issue a Card for any reason. Your Card is issued by and remains the property of Diners Club and is not issued on behalf of any other party, whether jointly or otherwise. You must return it to Diners Club upon demand. Diners Club may from time to time issue new Cards to replace existing ones. Unless otherwise notified, these Terms and Conditions will apply to any replacement cards.

3.5 Diners Club will not be liable in any way if any Establishment refuses to accept your Card.

3.6 Every time your Card is returned to Diners Club, you must make sure that it is cut in two through its magnetic strip.

3.7 Diners Club may query the Charges incurred on your Account and may, without liability to you, refuse to enter into or approve any transaction or Charge.

3.8 Your Card must not be used for certain categories of goods or services, or to obtain goods, tickets or services for resale in the course of a business or for the setting up or funding of any business or in return for cash. In order to monitor your compliance with this clause, Diners Club may query Charges incurred on your Account and may, without liability to you, refuse to approve any transaction or Charge.

3.9 In using your Card you must comply with all applicable exchange

control regulations and other laws.

3.10 You are liable to Diners Club for all Charges made by you or the Supplementary Cardholder and all related amounts incurred under this agreement.

3.11 When using your Card at an Establishment, the Establishment may ask you to sign the authorisation slip as authorisation for the transaction. The Establishment may refuse to proceed with a transaction if you refuse to sign the authorisation slip as requested or if, in the opinion of the Establishment, your signature does not satisfactorily match the signature on the reverse of the Card. Diners Club shall not be responsible for the failure of the transaction in such event.

3.12 Your consent may be requested and given in other ways including by insertion of your Card into a device operated or maintained by the Establishment, by providing a signature or by providing certain details about the Card or the Account, personal details and the 3 digit security number on the back of the Card. You agree that your consent may be given in all such usual ways, and may be given after the relevant transaction. Once you have given your consent to the transaction in the required way, you may not withdraw from the transaction unless such withdrawal is expressly agreed by Us.

### 4. YOUR ACCOUNT

4.1 Your Account will be debited with Charges and the costs and expenses incurred in the collection of overdue amounts plus any cost incurred if you fail to comply with any of these Terms and Conditions.

4.2 Any Charges incurred in a foreign currency will be converted into your Billing Currency using the Diners Club Reference Exchange Rate on the day the transaction is processed by Diners Club. More information on Charges involving a currency conversion is set out in clauses 9.4 and 9.5 of these Terms and Conditions.

4.3 Charges cannot be cancelled by you direct with Diners Club after you or (where appropriate) the Supplementary Cardholder, have signed a sales voucher or quoted your Card number in a Charge transaction (e.g. by telephone, mail order, e-mail). Diners Club will only credit your Account with a refund relating to a cancelled Charge once the refund voucher or similar verification is received by Diners Club from the relevant Establishment. You cannot use a claim you may have against an Establishment to make a claim against Diners Club or as grounds to refuse to pay Diners Club.

4.4 You must immediately notify Diners Club, by telephone or in writing, of any change to your (or that of any Supplementary Cardholder), name, address or telephone number. We may request proof of the changes. You will be liable to Diners Club if you fail to notify Diners Club of such change and will reimburse Diners Club in the event that your failure causes any loss or damage to Diners Club.

4.5 If Diners Club accepts late or partial payment this does not affect, nor should it be treated as a waiver of, any of Diners Club's rights under these Terms and Conditions or at law, even if the payment is described as being in full or in settlement of a dispute.

### 5. PROTECTING YOUR CARD

5.1 The care of the Card, PIN and other security information is essential to help prevent fraud and protect the Account. You must take reasonable steps to keep your Card safe and your PIN and other security details secret at all times.

5.2 You (and any Supplementary Cardholder) must not allow anyone else to use your Card, PIN or other security information. You must always learn your PIN and other security information and destroy the notification as soon as you receive it. You must never write down or otherwise record your PIN or other security information. You must inform Diners Club as soon as possible if you suspect or discover that someone else knows your PIN or other security information.

5.3 You (and any Supplementary Cardholder) must take care to prevent your Card being lost, stolen, damaged or liable to misuse, and you must not disclose your Card or any details relating to your Card to any third party except in connection with a Charge or when reporting the actual loss or theft of your Card.

5.4 If you or any Supplementary Cardholder's Card is lost, stolen, misappropriated, subject to unauthorised use, damaged or not received, or you identify any unauthorised or incorrect Charge on your Card, you must inform Diners Club immediately by telephoning customer services (contact details of which are set out in clause 27 of these Terms and Conditions and are shown on statements and elsewhere) in order for your Card to be blocked from further use. In such instances, you must not continue to use the Card.

5.5 If Diners Club suspects or knows your Card has been lost or stolen Diners Club may give the police any relevant information and take any action appropriate to recover your Card.

5.6 You must co-operate with Diners Club and the police to help recover your Card if it is lost or stolen.

5.7 If you recover or find your Card you must cut it in two through the magnetic strip and return it to Diners Club immediately.

5.8 If your Card is lost or stolen a replacement will only be issued at Diners Club's discretion. A fee may be charged for a replacement Card.

5.9 We will not give a Supplementary Cardholder any information about your Account or transactions without your written consent.

### 6. LIMITS ON THE USE OF YOUR CARD

6.1 Diners Club reserves the right to block, cancel or suspend your Card at any time and without liability for objectively justified reasons related to:

- (a) the security of your Card;
- (b) the suspicion of unauthorised or fraudulent use of your Card;
- (c) a significantly increased risk that you may be unable to fulfil your liability to pay any amount of your Account.

Diners Club also reserves the right to block your Card if you fail to comply with your obligations under these Terms and Conditions or if required by law to do so. In these circumstances, you may request that use of your Card is reinstated by contacting Diners Club. Diners Club will not be obliged to accede to that request until the reasons for blocking, cancelling or suspending your Card cease to exist. Diners Club will not be liable to you for any loss or damage suffered by you resulting in any way from such blocking, cancellation or suspension.

6.2 Diners Club may refuse any particular transaction which does not satisfy all the relevant conditions as set out in these Terms and Conditions or the execution of which would be unlawful or otherwise contravene any applicable law or regulations, and Diners Club shall not be liable to you for any such refusal. If you wish to know the reasons for the refusal you must telephone customer services on the number set out in clause 27 of these Terms and Conditions and Diners Club will make available the fact of refusal to you and, if possible, the reasons for the refusal and, where it is possible to provide reasons for the refusal and those reasons relate to factual matters, how you may resolve the position, unless giving such notification is prohibited by law.

6.3 You must not use or attempt to use: (i) the Card or Account while blocked or suspended or after it has been cancelled; or (ii) the Card

prior to its commencement date or after its expiry date. Upon termination, cancellation, blocking or suspension of a Card or Account, or where a Card ceases to be valid other than on expiry, you must immediately cut the Card in two through the magnetic strip and, if requested, return the Card to Diners Club.

6.4 Diners Club may terminate your right to use your Card at any time without liability for any reason if you breach these Terms and Conditions. Diners Club will confirm this in writing at your specified address. Diners Club will not be liable to you for any loss or damage suffered by you resulting in any way from such termination.

### 7. LIABILITY FOR CHARGES AND LOSSES

7.1 Diners Club is not responsible for any claim for unauthorised or incorrectly executed Charges unless you have notified Diners Club without undue delay upon becoming aware of the Charge. You must notify Diners Club within 60 days of the transaction date and in any event no later than 13 months after the transaction date, unless Diners Club has failed to make available information on that Charge as required by law. It is important that you regularly check your statements to ensure any unauthorised or incorrectly executed Charges are identified and notified to Diners Club at the earliest possible opportunity.

7.2 Where there is a dispute between Diners Club and you regarding an unauthorised Charge, Diners Club may apply a temporary credit to your Card balance until such time as the dispute is settled. Where Diners Club agrees an unauthorised transaction has occurred, Diners Club will refund the amount of the unauthorised Charge to you (unless Diners Club has already done so) and restore your Account to the state it would have been in had the unauthorised payment transaction not taken place. Nothing in these Terms and Conditions shall affect your statutory rights.

7.3 You will only be liable up to a maximum of £50 for Charges you, the Supplementary Cardholder or your agent did not authorise yourself (for example if the Card is lost or stolen and used by someone else) unless Diners Club can show that you, the Supplementary Cardholder or your agent have acted fraudulently or with intent or gross negligence.

7.4 Where you, the Supplementary Cardholder or your agent acted fraudulently you will be liable for all losses incurred, including any losses Diners Club suffer.

7.5 Unless you, the Supplementary Cardholder or your agent have acted fraudulently, you will not be liable for any losses incurred after you have notified Diners Club of the loss, theft, misappropriation or authorised use of your Card or if Diners Club has failed at any time to provide the means for making that notification. Once you have notified Diners Club of the loss, theft, misappropriation or unauthorised use of your Card, your liability for any subsequent transactions on your Card will cease and Diners Club will block or cancel the Card.

7.6 In circumstances where you are liable, Diners Club may, at its discretion, limit your liability to the first £50 of loss suffered by Diners Club.

7.7 Examples of where you, the Supplementary Cardholder or your agent may have acted with intent or gross negligence include if you don't keep the PIN or other security information safe, if you keep your PIN with your Card or if you don't tell us quickly once you become aware of any unauthorised use of your Card.

7.8 You are entitled to a refund of the full amount of any Charge authorised by you and initiated by or through an Establishment, provided the following conditions have been met:

- (a) the authorisation given to the Establishment did not specify the exact amount of the transaction at the time the authorisation was given;
- (b) the amount of the transaction exceeded the amount that you could reasonably have expected, taking into account your previous spending patterns, these Terms and Conditions and the circumstances of the case; and
- (c) you make the request for a refund from Diners Club within 8 weeks from the transaction date.

Diners Club reserves the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions. You will receive your refund or justification for refusing a refund within 10 business days of Diners Club receiving your refund request.

### 8. STATEMENTS

8.1 Diners Club will provide you with a monthly statement detailing the balance on your Account provided there has been activity or a balance on the Account during the month.

8.2 You must read and check your statements. Unless Diners Club receives any queries or complaints regarding a statement within 30 days of the date of that statement, then it shall be deemed by Diners Club that you agree that the statement is accurate. The provisions of this clause do not affect your rights under clause 7.1 of these Terms and Conditions.

8.3 The total balance shown on your statement must be settled in full in the Billing Currency. Payments must be received within 30 days from the statement date at Diners Club to avoid service charges. It is your responsibility to ensure payment reaches your Account by the payment due date.

8.4 Statements must be settled in the Billing Currency. If payment is not made in the Billing Currency or is made from an overseas bank account and is accepted by Diners Club, your Account will only be credited with the net value after all conversion, collection and other costs upon clearance of funds have been deducted. Your statement will show the amount in the origination currency, the Diners Club Reference Exchange Rate, the Diners Club mark-up included in the Diners Club Reference Exchange Rate and the net value of the Charge in the Billing Currency after all conversion.

8.5 All statements must be paid in full and without set-off or counterclaim. This does not, however, affect any statutory rights which you may have as a consumer, or your rights against the Establishment with whom all claims should be settled direct.

### 9. FEES AND CHARGES

9.1 A service charge of £20 shall be applied to your Account for each cheque or other form of payment which is returned to Diners Club from your bank unpaid.

9.2 A service charge of 3.5% of the outstanding balance will be charged on the balance shown on any statement, which remains unpaid for 30 days after it first appears on a statement. Further service charges will be payable every 30 days after that until full settlement of the total amount outstanding (including charges) is received.

9.3 Where a Charge requires a currency conversion, Diners Club will apply the Diners Club Reference Exchange Rate applicable at the time the transaction is processed by Us, which may not be the same date on which you put through the transaction as it depends on when the transaction was submitted to Us.

9.4 The Diners Club Reference Exchange Rate is comprised of a conversion rate based on interbank rates that Diners Club selects

# Personal card application

## Terms and Conditions (continued)



from customary industry sources with a Diners Club foreign currency conversion charge of 2.75% of the value of each foreign currency Charge incurred on your Account, which shall be added to that foreign Currency Charge after conversion into your Billing Currency. Your statement will show the Diners Club foreign currency conversion charge that was applied for each transaction involving a currency conversion. You should be aware that if transaction amounts are converted by third parties prior to being submitted to Us, any conversion made by those third parties will be at rates and may include a commission selected by them over which Diners Club has no control.

**9.5** If a cash withdrawal is made at an ATM using your Card then a service charge for that cash withdrawal will be applied to the Account. That charge, will be £1.50 plus 1% of the amount of the withdrawal.

**9.6** A charge of £5 will be made for each duplicate statement requested by you or a Supplementary Cardholder.

**9.7** Every time Diners Club or its agent has to write to you as a result of any breach of these Terms and Conditions, you will also have to pay Diners Club service charges for such communication.

**9.8** Fees and charges, including annual subscription fees are variable by Diners Club.

**9.9** Charges are payable both before and after any judgement.

**9.10** The imposition of service charges is without prejudice to Diners Club's right to revoke your right to use your Card and to demand immediate recovery of the unpaid amount together with service charges and reimbursement of collection and legal costs.

**9.11** Diners Club is not responsible if an Establishment fails to disclose any surcharge for the use of the Card or, where a currency conversion service is offered at the point of sale or by the Establishment, all charges and the exchange rate to be used for that conversion.

### 10. REPAYMENTS

**10.1** Diners Club is not authorised under the Financial Services and Markets Act 2000 and is not permitted by law to accept deposits. You must not therefore maintain any credit balance in your Account. Where any such credit balance does occur because of, for example, a refund to your Account, We shall contact you to effect repayment of that balance.

**10.2** Payments to Diners Club are applied in the following order of priority:

- cash obtained through automatic teller machine transactions;
- fees and expenses in connection with (i);
- service charges incurred under clause 9;
- other fees, subscriptions and expenses; and
- Charges in the order in which they are first billed.

**10.3** Diners Club may use any money held in one Account in your name to pay any debt due on any other Account in your name.

### 11. CLOSING YOUR ACCOUNT

**11.1** You may terminate your Card agreement at any time free of charge by written notice to Diners Club. Termination is effective only upon receipt by Diners Club of the notice.

**11.2** Diners Club may terminate this agreement by written notice to you. Termination shall be effective on the date specified in the notice, but in any case the notice period given shall be not less than two (2) months.

**11.3** Diners Club may revoke your right to use your Card entirely or for any particular transaction. Diners Club shall not in any circumstances be liable in respect of any statement or other communication relating to or arising out of such revocation of your Card, including a listing of your Card number on any list of cancellations. Use or purported use of your Card prior to the commencement date on your Card or after any expiry date or date of revocation, is prohibited.

**11.4** On termination of your Card agreement (and in any other event which results in your Card ceasing to be valid, other than expiry of the Card) you must immediately return your Card, cut in two through the magnetic strip, to Diners Club. Please see clause 26 Your Right to Cancel for details of how to terminate your agreement.

**11.5** You remain liable under these Terms and Conditions in respect of all amounts, including without limitation, all Charges, service charges and fees incurred through the use of your Card at any time. The liability referred to in this clause continues irrespective of termination or revocation under clauses 11.1, 11.2 or 11.3.

**11.6** You must ensure that there are no Charges after your Card agreement has been terminated. You should cancel any authority or standing instruction you may have with an Establishment or bank.

For the avoidance of doubt, you will remain liable for all Charges prior to termination of your Card agreement, even if payment to the Establishment by Diners Club is not made until after your Card agreement is terminated. You must ensure that all recurring payments set up in relation to the Card or Account are cancelled immediately upon the termination, cancellation or suspension of the Card or Account.

**11.7** Any Rewards Points accumulated and not used prior to the termination of your Account (for any reason including death of principal cardholder) will be cancelled.

**11.8** Your Account will be considered "closed" when all your liabilities under these Terms and Conditions are paid.

### 12. CLAIMS AGAINST SUPPLIERS

Diners Club is not responsible for the standard, quality or suitability of any goods, tickets or services purchased with your Card from any Establishment.

### 13. CHANGES

**13.1** Diners Club may with any valid reason at any time change, add to or delete these Terms and Conditions (including to increase or decrease any fees or charges).

**13.2** Diners Club will provide you with advance written notice of any change, deletion, or addition prior to making that change, deletion or addition. The notice will indicate the date from which the changes will apply, which will be no earlier than two (2) months from the date of the notice.

**13.3** If you do not object to the changes before the proposed date

of their entry into force, you will be deemed to have accepted them.

**13.4** If you do not agree to any change you may terminate this agreement in accordance with clause 11.1, and if you object to the changes, your objection shall be treated as notice to terminate your Card agreement.

**13.5** You agree that changes to the Diners Club Reference Exchange Rate may be made immediately and without notice to you.

### 14. COMMUNICATIONS

**14.1** Any notice or statement sent by Diners Club shall be deemed validly delivered when sent to your most recently supplied address.

**14.2** All communications will be in English, unless agreed otherwise.

**14.3** You have the right at any time during this agreement to receive upon request a copy of these Terms and Conditions and any other contractual terms and conditions and information Diners Club is required by law to provide on paper or on another durable medium. Diners Club may satisfy this request by making the relevant documentation available online.

### 15. TRANSFER

**15.1** Diners Club shall be entitled to transfer to any person:

- any sums which you owe or will, in future, owe under these Terms and Conditions together with Diners Club rights to obtain payment of those sums; and
- Diners Club rights and obligations under these Terms and Conditions.

**15.2** You may not assign any of your rights or liabilities under this agreement to any other person.

### 16. BREACH OF TERMS AND CONDITIONS

If you and/or the Supplementary Cardholder are in breach of any of these Terms and Conditions, then Diners Club may give you notice and demand immediate repayment of all outstanding amounts due together with service charges and reimbursement of collection and legal costs.

### 17. LIABILITY

**17.1** Except to the extent provided by applicable law or regulation, Diners Club hereby excludes any liability for failure to or delay in performing its obligations hereunder for any reason beyond its reasonable control including, but not limited to, equipment failure, industrial action, acts of natural disaster, war, or anything outside the control of Diners Club.

**17.2** In addition, Diners Club will not be liable to you for any breach of a requirement imposed on Diners Club as a payment service provider because of abnormal and unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all efforts to the contrary or because of Our obligations under applicable law and regulations.

**17.3** To the maximum extent permitted by law, Diners Club excludes its liability to you for any consequential, indirect or special loss or damage (including loss of profit, loss of business or opportunity or damage to your reputation) whether caused by its acts, omissions, negligence or misrepresentations save insofar as these were made fraudulently.

### 18. INDULGENCE

Any concession or waiver, which may be granted to you by Diners Club, shall not affect your obligations or Diners Club's rights in enforcing those obligations.

### 19. DATA PROTECTION

What Diners Club does with your Personal Data and your Rights.

**19.1** Diners Club's data controller is Citibank International plc trading as Diners Club UK.

**19.2** Diners Club's nominative representative dealing with data protection issues can be contacted by writing to DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON, E14 1GQ.

**19.3** Diners Club may search and register information about you, and/or Supplementary Cardholder or the Account with a credit reference agency and a fraud prevention agency both of which and other organisations will have access to when they carry out similar searches (if you give Diners Club false or inaccurate information and Diners Club suspects fraud, Diners Club will record this). Information searched and registered is used by Diners Club and other registered users of the agencies to:

- help make decisions about credit and credit related services, for you and members of your household;
- help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
- trace debtors, recover debt, prevent fraud and to manage your accounts and insurance policies; and
- check your identity to prevent money laundering.

Diners Club and the agencies may also use the information for statistical analysis about credit, insurance, fraud and to carry out market research. Details of the agencies are available from the individual referred to in clause 19.2 above. You have a legal right to these details.

**19.4** Diners Club values your privacy and has a policy ("Citigroup Privacy Promise") to hold in confidence information about you or your Account. However in certain circumstances, We may disclose this information, for example:

- if permitted by these Terms and Conditions or your original application;
- if required to do so by any court order or similar process;
- if required or permitted to do so by law or by the rules of any regulatory body of which We are a member or whose rules or provisions apply to Us such as the Financial Services Authority or Office of Fair Trading;
- to the USA and other countries (where necessary) outside the European Economic Area to administer and service your Account. You understand that Data Protection laws are not as comprehensive in the USA and other countries as in the European Economic Area. However, where such a disclosure takes place We will ensure a contract is in place to ensure the level of protection for your data is maintained. Please telephone 0870 1900 011 if you wish to receive details of those countries where your data may be transferred to be processed;
- if We are under a public duty to disclose;
- if it is in Our own interests;
- at your request or with your consent.

**19.5** Diners Club may disclose information about you to any Establishment and, subject to your exercise of your option in this regard on the application form, to selected third parties for marketing and promotional purposes.

**19.6** Diners Club shall be entitled to disclose to Establishments details of any Charges incurred or any indebtedness that may exist between Diner Club and you. All information supplied shall be jointly owned by Diners Club and any Establishment from, through, by or with which the

information originated.

**19.7** Information about Accounts may be transferred confidentially within Diners Club International, Diners Club Europe, Citifinancial Europe plc our parent Company, Citigroup Inc. and their affiliates ("Our Group") and Diners Club. This may require Diners Club to export your data to the USA and other countries (where necessary) which are outside the EEA and do not maintain the same Data Protection laws as EEA countries. Please refer to clause 19.4(d).

**19.8** You have a right on payment of a fee, to receive a copy of the information Diners Club holds about you if you apply to the individual referred to in clause 19.2 above.

**19.9** As part of Diners Club's customer service and for staff training Diners Club may, from time to time, monitor and/or record telephone conversations. This will either be done by Diners Club or reputable agencies on its behalf.

**19.10** Diners Club may also disclose such details to organisations within Our Group or other third parties where it is reasonably necessary to do so for processing your dealings with them or us or to enable them to provide services to you.

**19.11** If your Account is closed for any reason We will hold information about you and your Account for no longer than is absolutely necessary.

### 20. ELIGIBILITY

You may only apply for a Card if you are at least 18 years of age, subject to status.

### 21. SUPPLEMENTARY CARDS

At Diners Club's discretion and at your request, Diners Club may provide an additional Card to a Supplementary Cardholder for use on your Account. You must ensure that every Supplementary Cardholder complies with these Terms and Conditions. You will be liable for all Charges, fees, costs and expenses incurred by a Supplementary Cardholder.

**21.2** You may request cancellation of the authority for the Supplementary Cardholder to use your Account. You will continue to be liable for all Charges, fees, costs and expenses incurred by the Supplementary Cardholder made before or, unless that Card has been reported stolen or lost, after cancellation.

### 22. LAW

These Terms and Conditions and all matters arising out of the issue and use of the Card are subject to the laws of England and the exclusive jurisdiction of the English courts.

### 23. REASONABLENESS

If any of these Terms and Conditions is found by a court to be unreasonable, then you agree that the court may amend that Term or Condition so that it complies with any test of reasonableness. It shall then continue in force and effect as amended by the court.

### 24. STATUTORY RIGHTS

No provision in these Terms and Conditions shall affect or be construed to affect any mandatory statutory rights under the Consumer Protection (Distance Selling) Regulations 2000 and/or the Financial Services (Distance Marketing) Regulations 2004. In the event of any conflict between these Terms and Conditions and such rights, the latter shall prevail.

### 25. COMPLAINTS

**25.1** If you want to make a complaint about your Account, or Diners Club's handling of your Card or Account, please write to Diners Club UK, PO Box 66351, LONDON, E14 1GQ or to Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB.

**25.2** If Diners Club does not resolve your complaint to your satisfaction, you may refer your complaint to the Financial Ombudsman Service. You may contact the Financial Ombudsman or obtain details of the Financial Ombudsman Service at:

South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0845 080 1800 or 0300 123 9 123  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**25.3** You may also refer your complaint to the Financial Services Authority if you are not satisfied with the decision of the Financial Ombudsman.

### 26. YOUR RIGHT TO CANCEL

You have FOURTEEN DAYS starting from the day after you receive your Card in which to cancel this agreement. You can do this by sending a written notice of cancellation to Operations Administration Department, Citibank International plc trading as Diners Club UK, PO Box 66351, LONDON, E14 1GQ. If you use your Card for any transaction before the end of the cancellation period and then cancel this agreement, you will need to repay such sums in full within 30 days of sending Diners Club a cancellation notice and Diners Club reserves the right to charge you fees in accordance with these Terms and Conditions.

### 27. CUSTOMER SERVICES

If you need any assistance regarding your Card or your Account you can contact customer services using the following numbers 24 hours a day, seven days a week:

UK: 0870 1900 011  
Ireland: 0818 3000 26  
International: 00 44 1 252 513 500

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Registered office: Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB.

VAT No. [429625629].

All cards are issued and accounts operated by Citibank International plc trading as Diners Club UK alone.

