

# Sample Credit Card Agreement

Please note this is a sample credit card agreement. It does not contain a credit limit, any interest rates, an APR or the Total Amount Payable as this information can vary depending on our assessment of your application. You should read the agreements and other documentation provided to you in the application process to understand the terms that apply to any credit card we may agree to provide.

# Credit Card Agreement regulated by the Consumer Credit Act 1974

The following terms, General Conditions and Charges Tariff form your card Agreement.

**We:** The Royal Bank of Scotland plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.

**You:** (the cardholder).

## 1 Credit Limit and Advance Limit

The **Credit Limit** is the most you are allowed to owe on your account. The **Advance Limit** forms part of the Credit Limit and is the most you are allowed to owe for Advances. We will give you notice of these limits and may change them.

**Advances** are when you use your credit card account for:

- withdrawing cash;
- purchasing (including topping up) payment cards, vouchers, travellers' cheques, foreign currency;
- repaying borrowing (excluding Balance Transfers);
- transferring funds;
- payments to a UK bank or building society current account (**Money Transfers**); or
- payments to merchants we identify as being in the business of gambling, even if not for a bet (**Gambling Transactions**).

Gambling Transactions are any transactions with someone operating gambling facilities, such as casinos, bookmakers or online gambling sites. Please note that this will also include non-gambling transactions, such as buying food or drink in a casino.

You will be charged a Cash Fee for all Advances. Please see the Charges Tariff for details of the Cash Fee.

Please note that Money Transfers may incur a different rate of interest from the Advances rate. Please see your interest rates tabled at section 4 for details of the rates which apply to this agreement.

A transaction where you buy goods or services using your card or card number is a **Purchase** unless we have described it as an Advance.

**Balance Transfers** are when we pay your debt to another financial institution and charge it to your account. Balance Transfers are not treated as Advances and cannot be made to pay a debt you owe us or any other member of the Royal Bank of Scotland Group. Subject to available credit, you may carry out Balance Transfers up to 95% of your Credit Limit. Each Balance Transfer must be for at least £100.

You can request an increase in your Credit Limit. Before agreeing an increase, we will assess your ability to pay. After notice of a Credit Limit increase you can tell us you wish to keep your existing limit or request the increase as soon as possible. At any time you can request a reduction in your Credit Limit and opt out of future Credit Limit increases.

The numbers to call to make these requests are at the end of the General Conditions.

## 2 Payments

Each month you must pay at least the **Minimum Payment** shown on your statement.

The Minimum Payment will be the greater of:

- £5 or the full balance if less.
- that month's interest, any Default Charges, 1/12th of any annual fee and 1% of the remaining balance (excluding any annual fee).
- the excess over your Credit Limit after deducting any overdue amounts from previous statements.

We limit each overdue amount to the greater of (i) or (ii) above.

Payment must be made by the date shown on your statement and any overdue amounts, which will be included in the total amount you are required to pay, are payable immediately.

You can pay the whole or part of your balance at any time using the payment methods described on your statement.

## 3 APR and Total Amount Payable

[Purchases]

XX.X% APR (variable)

The APR does not take account of any future changes to interest rates, fees or charges or the terms of any special offers.

£XXXX.XX is the Total Amount Payable under the Agreement.

The APR and Total Amount Payable are based on the assumption that at account opening you make a Purchase that totals £1,200. The annual fee is treated as paid on the same day as the Purchase is debited. The Purchase balance is reduced to zero by 12 equal instalments which together with interest are paid monthly, starting one month after the date of initial drawdown. It is assumed that no other transactions take place and the Purchase interest rate remains unchanged.

## 4 Interest rates

Transaction Type	Monthly Rate	Annual Rate
Purchases	X.XXX%	XX.XXX% p.a.
Balance Transfers	X.XXX%	XX.XXX% p.a.
Money Transfers	X.XXX%	XX.XXX% p.a.
Advances	X.XXX%	XX.XXX% p.a.

All rates shown are variable unless stated as fixed.

If you take up any special offer we tell you about, the terms of that offer, including any transaction fee, will apply. If you break this Agreement, we may reduce or end any special offer by giving you written notice.

We may change any other interest rate for any of the reasons set out in General Condition 9(b). We will give you at least 30 days' written notice before the change is made, unless it is an interest rate reduction, or a change that you have requested and we have agreed to, in which case we may make it immediately and will confirm the details of it to you in writing within 30 days.

You will have an opportunity to opt out of an interest rate increase by giving us notice to close your account. For more details, see General Condition 9(e).

## 5 Your right to cancel

You may cancel this Agreement without giving a reason within 14 days beginning the day after you receive your first card. You can do this by writing to The Royal Bank of Scotland plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ or by telephoning 0345 301 1345 (Minicom 0800 141 3999). **You must pay the balance and accrued interest within 30 days.** You will not have to pay any fees or other charges. Payment can be made by sending a cheque payable to The Royal Bank of Scotland plc to the same address or we can advise you of alternative payment options on request. You can obtain details of the balance and the daily amount of interest by telephoning 0345 301 1345 (Minicom 0800 141 3999).

### Warning – missing payments

If you miss payments this could make obtaining credit more difficult and we may take court action. If you still do not pay what you owe, a court order could be enforced against you and your home may be repossessed.

**The General Conditions and Charges Tariff should be read with the terms which, together, form your card Agreement.**

## General Conditions

### 1 Cards

(a) We will issue a card and **PIN** (personal identification number) to you and open an account. You may request the issue of cards and PIN(s) to others but we may decide not to issue them or to limit the number issued.

You authorise us to pass information about you and the account to any additional cardholder.

(b) You (and any additional cardholder) must:

- sign the card when received and follow any activation procedures;
- keep each card secure and not allow any other person to use it;
- memorise the PIN;
- keep passwords and PINs secret and take all reasonable precautions to prevent them becoming known to another person and prevent their fraudulent use.

(c) You (and any additional cardholder) must not:

- exceed your Credit Limit or Advance Limit;
- use a card after it has expired or been cancelled;
- use a card for illegal purposes.

(d) We may issue a different card type from the one you applied for and your account number will change.

### 2 Card transactions

(a) You (and any additional cardholder) may carry out transactions with the card or card number, after we have opened the account, by following any procedures required and you must pay all amounts charged to the account.

(b) Any transaction in a foreign currency will be converted to sterling at either our own exchange rate or the **Payment Scheme Exchange Rate** (the rate provided by Visa, Mastercard or any other payment scheme), at the date of application to the account. The number to call for information on exchange rates is at the end of these General Conditions.

(c) You and any additional cardholder may make Money Transfers and Balance Transfers. If incorrect details are provided for a Money Transfer or Balance Transfer it may not be completed or payment may go to the wrong account. We will make reasonable efforts to recover the payment and may charge you our reasonable costs.

(d) A transaction is authorised where you (or an additional cardholder):

- follow the procedures required by the merchant, which may include:
  - entering the PIN or providing any other security code;
  - signing a sales voucher;
  - providing any details requested;
  - using a card reader.
- use a card and PIN to obtain an Advance at a machine or bank counter;
- provide the card details to us to request a Balance Transfer, Advance, or Money Transfer;
- give a completed promotional cheque bearing the card details to any person;
- orally or in writing consent to the transaction after it has taken place.

Authorisation can cover single transactions or Recurring Transactions, or a future transaction of a certain or uncertain amount.

**Recurring Transactions** are regular payments (including for an indefinite period) that you (or an additional cardholder) authorise a third party to collect from your account. Recurring Transactions are not covered by the Direct Debit Guarantee.

(e) We may refuse a transaction if:

- we suspect the card has been lost or stolen;
- you have broken this Agreement;
- you would go over your Credit or Advance Limit (taking account of any amounts yet to be applied);
- the merchant involved falls within a category that we have determined poses a high risk of not providing the goods or services you are expecting.

If we refuse a transaction, we will, if possible, give you the reason for the refusal and you may be able to correct any information which led to it. You can obtain this information about the refusal by calling the number provided at the end of these General Conditions. We may also tell you orally or in writing.

(f) Generally, once authorised, a transaction cannot be stopped, although we may be able to stop it if we receive satisfactory evidence that it has been cancelled. You may cancel Recurring Transactions either by telephoning us on 0345 301 1345 (Minicom 0800 141 3999) or by contacting the merchant. If you request us to cancel Recurring Transactions, we advise that you should also give notice of the cancellation to the merchant because such cancellation does not affect any continuing obligation you may have to the merchant.

- (g) If you have received unsatisfactory goods or services paid for with your card and costing over £100, but not more than £30,000, you may have a claim against us as well as the merchant under section 75 of the Consumer Credit Act 1974.
- (h) We do not guarantee that a card or card details will be accepted. We are not liable if any merchant or machine fails to let you (or an additional cardholder) pay or withdraw cash or we cannot provide any part of our service for a reason beyond our control.

### 3 Statements

Monthly statements will be issued to provide you with details of payments and all amounts charged to your account since your previous statement.

### 4 Charges and tax

- (a) You must pay the charges set out in the Charges Tariff, together with any tax, duty or other charge required to be paid to any authority, which will be applied to your account.
- (b) You must pay any reasonable costs we incur in enforcing payment, after as well as before any court order, including the cost of finding you if you change your address but do not tell us.

### 5 Calculation of interest

- (a) Interest is charged on Purchases, Advances, Money Transfers and Balance Transfers from the date the transaction is applied to the account until paid.
- (b) Interest accrues on fees and charges, except annual fees. This interest accrues at the Purchases rate and is charged from the date of application to the account until paid. Default Charge interest will not be charged before expiry of any deferral period required by law.
- (c) Interest on interest accrues at the same rate as the category of transaction, fee or charge on which interest is charged, from the date that interest is applied. We do not charge interest on interest for Default Charges.
- (d) Interest is calculated using a daily interest rate (derived from the Annual Rate) on the average daily balance since the previous statement date.
- (e) Your statement will show a balance and a payment date. If you pay the full balance **and** also paid the full balance on the previous month's statement by the relevant payment dates, you will not have to pay interest on Purchases. Interest is applied to your account on the statement date but, when necessary, an adjustment (to include interest on Purchases) will be made on the next statement.
- (f) Interest will continue to be charged after any court order for payment until it is satisfied.

### 6 Payments

- (a) Payments to your account will not reduce a balance until the payment is cleared. Your monthly statement includes information about clearance periods.
- (b) You cannot choose how a payment is applied to your account. We apply any payments you make to your account in the following order:
  - to reduce sums shown on your most recent monthly statement, according to their interest rates, with the highest rate paid first; and
  - if any payment exceeds your most recent monthly statement balance, the excess will then be applied to reduce sums charged to your account but not yet shown on any monthly statement. This is also done according to their interest rates, with the highest interest rate paid first.
- (c) If parts of either of the balances referred to in (b) have the same:
  - interest rate, sums on which interest is charged on interest will reduce first;
  - special offer interest rate, they will be reduced according to their special offer expiry dates, with the earlier paid first.
- (d) We treat any payments made to your account as reducing overdue amounts from previous monthly statements before reducing the Minimum Payment.
- (e) We may give notice allowing you not to make a Minimum Payment. If so, interest will still accrue.

### 7 Lost or stolen cards

- (a) If a card is lost or stolen, or you suspect that someone knows the PIN or password, or that a card or its details were used without your agreement, you must tell us immediately. The address and telephone numbers are at the end of these General Conditions.
- (b) If a card is misused before you report its loss or theft, or that someone else knows the PIN or password, you will only have to pay up to £50 for any misuse and you will not be liable for a fraudulent transaction carried out by someone using the card details on the internet, by telephone or mail order.  
But if the card is misused by someone who has it with your permission, you will have to pay for all transactions. Once you have given notice of loss, theft or possible misuse, we will cancel the card and you will not be liable for any further transactions. If you then find the card you must not use it. To prevent fraud, cut it in half through the signature box, magnetic strip and chip.
- (c) We may give any appropriate third party information:
  - in connection with the use, loss, or theft of the card, and/or the PIN or password; or
  - in order to meet our obligations as a member of the relevant payment scheme.

### 8 Ending or restricting use of a card or account and ending the Agreement

- (a) If we have a good reason, including if:
  - you break this Agreement;
  - there is suspected fraud;
  - there is a change in how you operate your account or your financial circumstances giving us reasonable grounds to believe you may have difficulty meeting your commitments;we may suspend, restrict or withdraw the use of any card or the account and/or reduce the Credit Limit and Advance Limit at any time. Any merchant or machine may then retain any card. You will be told before this action is taken, or as soon as possible afterwards. You may request restoration of a card and/or the account by calling the number at the end of these General Conditions.
- (b) As part of our fraud prevention policy, we may restrict overpayments to your account that are in excess of your balance.
- (c) This Agreement has no minimum duration but you may end it by giving notice and paying all sums owed and any interest, fees and charges to the date of payment. We will refund a proportionate part of any annual fee. To prevent fraud, cut all cards in half through the signature box, magnetic strip and chip.
- (d) We may end the Agreement at any time after giving you written notice, which in normal circumstances will not be less than two months. When this happens we may give information about you and the account to credit reference agencies.
- (e) When the Agreement ends we will continue to apply interest and charges until you have paid everything you owe under the Agreement.
- (f) We may take immediate steps to recover all amounts due on your death or bankruptcy or if you break this Agreement. Such steps will include serving any notice or obtaining a court order if required by law.
- (g) We own any cards issued by us and, if we ask, you must return a cancelled card.

## 9 Changes to the Agreement

- (a) We may make changes at any time to:
- any interest rate;
  - the Charges Tariff (including introducing new fees or charges); or
  - any of the terms of this Agreement.
- (b) We will only make changes where they are necessary to:
- reflect changes in market conditions, including:
    - fraud prevention requirements;
    - changes in technology;
    - changes in payment methods;
    - regulatory requirements; and
    - the cost of funds.
  - ensure good banking practice;
  - ensure that we are prudent and remain competitive;
  - maintain or improve services;
  - maintain or improve our systems;
  - reflect costs we incur;
  - reflect our credit assessment of you;
  - rectify a mistake;
  - reflect or anticipate changes in the law; or
  - introduce a change that you have requested (and that we have agreed to).
- (c) We will give you at least 30 days' written notice before any change is made unless the change is to your advantage, or where you have requested the change and we have agreed to it, in which case we may make the change immediately and will confirm the details of it to you in writing within 30 days.
- (d) We may change or withdraw any benefits or services associated with the card, or change the provider of those benefits or services, at any time. We will give you at least 30 days' prior written notice before doing this.
- (e) If you tell us that you want to close your account within 60 days of the date shown on any notice we send advising you of an interest rate increase, the increase will not apply.

## 10 Communications and contact details

- (a) We will contact you and provide notices and information to you (including credit card statements and notices of changes to this Agreement) by:
- (i) post;
  - (ii) email to the email address you have provided to us;
  - (iii) secure message to online banking (if you have registered for our online banking service); or
  - (iv) text message to the mobile phone number you have provided to us.

Please note that notices and information sent to you by the methods set out at (ii) or (iii) above may be sent by an electronic attachment (for example, by a PDF or other similar electronic attachment).

- (b) We may also contact you by telephone.
- (c) If your contact details change (including any of your name, address, telephone number(s) or email address), you must tell us promptly to ensure you receive all communications. If you telephone us to inform us of the change, you may be asked to confirm in writing.
- (d) You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser).
- (e) All communications to you will be in English.

## 11 Disclosure of information and transferring debts

We may give to anyone any information about you or this Agreement in connection with any proposed transfer of, or financial arrangement by reference to, this Agreement. We may allow any person to take over any of our rights and duties under this Agreement. References to us in this Agreement include our successors.

## 12 Waiver

If we waive any of our rights, it does not mean that we will again waive that right in future.

## 13 Governing law and regulatory information

- (a) If your address is in Scotland, Scots law applies to this Agreement. If you live elsewhere, English law applies.
- (b) We have a complaints handling procedure you can use to resolve any issues. For more information about this procedure you can get a leaflet from any branch or by telephone. You also have the right to complain to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or telephone 0800 023 4567.
- (c) The Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS is the supervisory authority under the Consumer Credit Act 1974.

## 14 Your information

- (a) **Who we are**

We are a member of The Royal Bank of Scotland Group (“RBS”). For more information about other RBS companies please visit [rbs.com](https://www.rbs.com) or contact your branch or Relationship Manager.

**(b) The information we hold about you**

Your information is made up of all the financial and personal information we hold about you and your transactions. It includes:

- (i) information you give to us;
- (ii) information that we receive from third parties (including other RBS companies, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- (iii) information that we learn about you through our relationship with you and the way you operate your accounts and/or services; and
- (iv) information that we gather from the technology which you use to access our services (e.g. location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

**(c) Accessing your information and other enquiries**

- (i) If you would like a copy of the information we hold about you, please write to: Cards Customer Services, SAR Team, PO Box 5747, Southend-on-Sea SS1 9AJ. A fee of £10 is payable.
- (ii) If you believe that any of the information that we hold about you is inaccurate, or if you have any queries about how we use your information which are not answered here, please contact us at 0345 301 1345 (Minicom 0800 141 3999).

**(d) Changes to the way we use your information**

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will notify you and will allow a period of 60 days for you to raise any objections before the change is made. However, please note that in some cases, if you do not agree to such changes it may not be possible for us to continue to operate your account and/or provide certain products and services to you.

**(e) How we use and share your information with other RBS companies**

We may use and share your information with other RBS companies. This information is used by us and them to:

- assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- carry out financial (including credit) and insurance risk assessments and for risk reporting and risk management;
- develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by RBS companies;
- assess the quality of our service to customers and to provide staff training;
- improve the relevance of offers of products and services by RBS companies to our customers;
- recover debt;
- confirm your identity; and
- prevent and detect crime, including fraud and money laundering.

**(f) Sharing with third parties**

- (i) We will not share your information with anyone outside RBS except:
  - where we have your permission;
  - where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies around the world;
  - to third party service providers, agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
  - to debt collection agencies;
  - to credit reference and fraud prevention agencies;
  - to other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - where required for a sale, reorganisation, transfer or other transaction relating to our business;
  - in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- (ii) We will not share your information with third parties for marketing purposes.

**(g) Transferring information overseas**

We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws.

**(h) Marketing information**

If you have permitted us to do so, then we will send you relevant marketing information (including details of other products or services provided by us or other RBS companies which we believe may be of interest to you), by mail, phone, email, text and other forms of electronic communication. If you change your mind about how you would like us to contact you or you no longer wish to receive this information, you can tell us at any time by contacting us at 0345 301 1345 (Minicom 0800 141 3999).

**(i) Communications about your account**

- (i) We will contact you with information relevant to the operation and maintenance of your account by a variety of means including via online banking, mobile banking, email, text message, post and/or telephone. If at any point in the future you change your contact details you should tell us promptly about those changes.
- (ii) We may monitor or record calls, emails, text messages or other communications in accordance with applicable laws for the purposes outlined in (e) above.

(j) **Credit reference and fraud prevention agencies**

- (i) We may access and use information from credit reference agencies when you open your account and periodically to:
- manage and take decisions about your accounts;
  - prevent fraud and money laundering;
  - check your identity; and
  - trace debtors and recover debts.
- (ii) We may share information with credit reference agencies about how you manage your account including your account balance, credit limit and any arrears or default in making payments. This information will be made available to other organisations (including fraud prevention agencies and other financial institutions) so that they can take decisions about you, your associates and members of your household.
- (iii) If false or inaccurate information is provided and/or fraud is identified or suspected, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.
- (iv) We and other organisations may access and share fraud prevention agency information about you to prevent fraud and money laundering, for example, when checking:
- applications and managing credit or other facilities and recovering debt;
  - insurance proposals and claims; or
  - details of job applicants and employees.
- We and other organisations may access and use this information from other countries.
- (v) If you would like a copy of your information held by the credit reference and fraud prevention agencies we use, please contact us on 0345 301 1345 (Minicom 0800 141 3999) where you can obtain their contact details. The agencies may charge a fee.

(k) **How long we keep your information**

We will keep your information for as long as it is required by us or other RBS companies (even if you close your account) in order to comply with legal and regulatory requirements, or for other operational reasons, such as dealing with any queries relating to your account.

(l) **Security**

We are committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information about the steps we are taking to protect your information please visit [www.rbs.co.uk/security](http://www.rbs.co.uk/security)

## Contact Details

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**To notify a lost or stolen card or suspected misuse**

**Phone:** 0370 600 0459 (24 hours)

Or from abroad: +44 1268 500 813

Minicom: 0800 917 0526

Or

**Write to:** The Royal Bank of Scotland, Card Loss Centre,  
PO Box 5747, Southend-on-Sea SS1 9AJ.

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**General enquiries: 0345 301 1345 (Minicom 0800 141 3999)**

You can call this number to:

- Request a Credit Limit increase
- Get information on exchange rates
- Request your card or account is restored
- Tell us about a change to your contact details (you may be asked to confirm in writing)
- Request information about a refused transaction
- Reject future Credit Limit increases
- Reduce your Credit Limit

## Charges Tariff:

### Default Charges

- If the account is over the Credit Limit by more than £12 at any time during a statement period: £12
- If you fail to pay the Minimum Payment by the day after the payment due date shown on your monthly statement: £12

### Other Charges

- Annual fee: £84
- Advances: 3% (Cash Fee)
- Duplicate statements: £3 each
- If a cheque payable to us or a direct debit is not paid: £5

