

# 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.

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

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Withdrawing cash

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Payments to a UK bank or building society current account (**Money Transfers**). 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.

These transactions are subject to your Advance Limit.

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Purchasing (including topping up) payment cards, vouchers, travellers' cheques, foreign currency (for example purchasing currency through Travelex).

These transactions are not subject to your Advance Limit.

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Repaying borrowing to another lender (excluding Balance Transfers).

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Transferring funds

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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.

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

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.

Your account is a personal account and must not be used for business purposes.

## 2 Payments

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

The Minimum Payment will be the greater of:

- (i) £5 or the full balance if less.
- (ii) that month's interest, any Default Charges and that month's Instalment Plan fee(s), 1/12th of any annual fee and 1% of the remaining balance (including any Instalment Plan balance(s) but excluding any annual fee).
- (iii) 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 in your statement.

**We encourage you to pay more than the minimum amount each month, to clear your balance more quickly and pay less interest. If you're finding it difficult to make payments please tell us so that we can try to help.**

You must not create a credit balance on your account by overpaying to your card. We may return any credit balance to you.

You can also access details of your up to date balance, payments and transactions using online or mobile banking, or by calling us on the General Enquiries number set out at the end of this Agreement. Please call us if you would like more information on these services.

## 3 APR and Total Amount Payable

[Purchases]

XX.X% APR (variable)

APR means the Annual Percentage Rate of charge; it is based on the assumptions below and reflects the cost of borrowing, including interest on Purchases and any other charges you have to pay.

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. Any 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. They will apply until we change them.

If you take up any special offer, 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 have 14 days to cancel this Agreement, without giving us a reason.

That 14 day period starts the day after you receive your first card and ends 14 days afterwards. 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 0370 907 0010 (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 0370 907 0010 (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;
  - keep all your **Security Details** (including passwords, log-in details for telephone, mobile or online banking and PINs) safe and take all reasonable precautions to prevent them becoming known to any person who is not authorised to access your account and prevent their fraudulent use (including not recording them in a way that could allow another person to access them);
  - be aware that if you give your online Security Details to a third party provider, we're not responsible for what they do with your details or account information;
  - keep your card secure at all times and not let anyone else use it; and
  - if you're logged on to online or mobile banking, not leave the device (for example, the mobile phone or computer) you're using unattended and make sure that any information stored or displayed on your device is kept secure.

**We'll never ask you to disclose your full Security Details to us or to any other person or organisation.** Even if the person requesting your Security Details is using our name and logo and appears to be genuine, you must not share your Security Details with them.

Some third party providers might ask you for your online Security Details to provide their service to you. If you decide to give them this information, this means that they'll be able to see and do anything you can on your account.

- (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 reissue a card or issue a different card type from the one you applied for and your account number may 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 the **Payment Scheme Exchange Rate** (the rate provided by Visa, Mastercard or any other payment scheme), at the date of application to the account. For information on exchange rates you can call the number at the end of these General Conditions or visit the website of the payment scheme shown on your card (for example, Visa or Mastercard).
- (c) Provided you do not exceed the Credit Limit or Advance Limit, you (or any additional cardholder) can use a card to withdraw cash from cash machines up to your daily cash withdrawal limit. This limit applies to withdrawals inside and outside the UK and we may change it from time to time. You will be charged the Cash Fee and interest at the Advances rate for these withdrawals.
- (d) You and any additional cardholder may make Money Transfers and Balance Transfers. If we receive a Balance Transfer or Money Transfer instruction:
- before 6pm on a business day, it will reach the other bank or lender on the next business day;
  - on a non-business day (i.e. the weekend or a bank holiday) or after 6pm on a business day, we will treat it as received on the next business day and it will reach the other bank or lender on the business day after that.

Please make sure that you provide us with correct details for the other account, including the credit card number for a Balance Transfer and the account number and sort code for a Money Transfer.

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. If we are unable to recover the payment, you can ask us to send you available information on it so that you can attempt recovery.

Where correct details are provided, but there is an error in making the Money Transfer or Balance Transfer:

- you must tell us about this without undue delay and in any event no later than 13 months after the date on which the transaction was debited to your account by calling the number at the end of these General Conditions;
  - you can ask us to investigate what has happened to the payment;
  - if the error is our fault, we will refund the amount of the payment, plus any extra interest and charges that you incur on your accounts as a result; and
  - if the payment arrives late, you can ask us to request that the other bank or lender treats it as made on time (this may require them to refund interest and charges incurred on the account receiving the payment).
- (e) 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; or
  - using a contactless payment unit.
- 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;
  - orally or in writing consent to the transaction after it has taken place; or
  - by any other means we tell you are available.

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.

(f) We may refuse a transaction if:

- we suspect the card has been lost or stolen;
- processing the transaction would break the terms of this Agreement;
- you have broken the terms of this Agreement in a serious way;
- you would go over your Credit Limit or Advance Limit (taking account of any amounts yet to be applied);
- we believe your account is being used for illegal purposes (such as money laundering);
- we believe there has been fraud on your account or it is at risk of someone using it to make a fraudulent or unauthorised transaction;
- we reasonably believe that you (or an additional cardholder) did not authorise the instruction;
- as a result of a change in the way you operate your account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments;
- you use a service that we offer to restrict transactions of that type or to suspend your card;
- 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, or we determine that the transaction falls within a category that poses a high risk of financial loss to our customers.

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.

- (g) 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 0370 907 0010 or by contacting the merchant, in each case by the end of the business day before the next transaction is due to be made. 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.
- (h) If you use your card to pay a merchant, we will only make the payment when we receive the request from the merchant's bank. This means there may be a delay between using your card to make a payment and the transaction appearing on your account. The transaction will show on your account within one business day of us receiving the request for it.
- (i) If you have received unsatisfactory goods or services paid for with your card, costing over £100 but not more than £30,000, or if a merchant has otherwise broken their agreement with you or misrepresented these goods or services, you may have a claim against us as well as the merchant under section 75 of the Consumer Credit Act 1974.

- (j) 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.
- (k) You may sometimes use your card to authorise a transaction where the amount to be paid is not known, for example when you check into a hotel or hire a car. If this happens you should be asked to confirm the exact amount that will be blocked on your account. If you have agreed that an exact amount can be blocked, we will reduce your available credit and that amount will not be available for you to use. Once we become aware of the amount of the transaction, we will release the blocked funds and restore your available credit. Please note that if you make the payment using a different card or payment method (for example cash), we will not know that payment has been made and it may take us longer to restore your available credit, but we will usually release the blocked funds within 7 days.
- (l) If you do not know the final payment amount when you authorise a transaction, we will refund you, provided:
- the amount of the payment exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
  - the payment was made in the European Economic Area; and
  - you ask for a refund within 8 weeks of the date the payment left your account.

You won't be refunded if you gave your consent to the payment directly to us and, at least 4 weeks in advance:

- we or the merchant provided you with information about the payment; or
- information about the payment was made available to you (for example, at any branch or through online banking).

We may ask you for additional information to decide whether you should be refunded. We'll refund you, or explain why we're refusing the refund, within 10 business days of your request for a refund or (if we've asked you for additional information) within 10 business days of us receiving that information.

### **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 or Instalment Plan 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 pay your contractual minimum payment under section 2 of this Agreement;
  - to pay any Instalment Plan fees;
  - to pay any monthly Instalment Plan repayments (if you have more than one plan we'll first pay off the one which ends soonest);
  - to reduce sums shown on your most recent monthly statement (excluding Instalment Plans), according to their interest rates, with the highest rate paid first;
  - 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; and
  - finally to reduce the remainder of the outstanding balance(s) on any Instalment Plan(s) on the account.
- (c) If parts of any 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.
  - (f) If a payment is made to your account and the payer's bank tells us that it is a mistake, we may pass them your contact details so that they can discuss the payment with you. This will happen if you tell us that the payment has been made correctly or do not respond when we ask you about it.

## 7 Lost or stolen cards

- (a) If a card is lost or stolen, or you suspect it is lost or stolen, or that someone who is not authorised to access your account knows its details, or your Security Details, or that a card, its details or its Security Details were used without your agreement, you must tell us immediately. The address and telephone numbers are at the end of these General Conditions, and you can also call us from a branch.
- (b) If a card is misused before you report its loss or theft, or that someone else knows the Security Details, you will only have to pay up to £35 for any misuse. 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 Security Details; or
  - in order to meet our obligations as a member of the relevant payment scheme.
- (d) If we know or suspect that your card or its details, or Security Details have been used without your agreement, we will contact you using the most recent details we hold for you. We may do so using any of the means of communication set out at General Condition 10. Remember, we'll never ask you to disclose your full Security Details to us or to any other person or organisation.

## 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 in a serious way;
  - we notify you that we are closing your card;
  - we believe your account is being used for illegal purposes (such as money laundering);
  - we believe there has been fraud on your account or it is at risk of someone using it to make a fraudulent or unauthorised transaction;
  - 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; or
  - you pay off more interest, fees and charges than other amounts over two, consecutive 18-month periods and do not then agree to increase your payments when we ask,

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;
  - suspend or restrict the ability to carry out Balance Transfers and/or Money Transfers on our credit cards – we will only do so where we reasonably consider that the level of fraud on Balance Transfers and/or Money Transfers is so high that there is a real risk of any such transaction being fraudulent.
- (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. This may include any active Instalment Plans.
- (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);

- any benefit provider or benefit terms which apply to your account; or
  - any of the terms of this Agreement.
- (b) We will only make changes where they are necessary to:
- reflect changes in the banking industry:
    - changes in technology;
    - changes in the way you can make or receive payments;
    - fraud prevention requirements.
  - comply with changes in law, industry codes, the decision of an ombudsman, any regulatory requirement or any agreement with a government or regulatory body;
  - reflect changes in the systems, schemes or suppliers we use;
  - introduce a new service or update an existing service;
  - remove a service we offer which is out of date or not being used (either by you or our customers in general);
  - reflect changes that impact the cost of providing services to you, for example the cost of funds;
  - ensure that we remain competitive;
  - reflect our credit assessment of you;
  - introduce a change that you've requested (and we've agreed to);
  - correct a mistake; or
  - make them clearer or more favourable to you.
- (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);
  - (iv) notifications to your mobile banking app; or
  - (v) 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 or organisation 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, regulatory information and other rights**

- (a) If a transaction from or payment to your account is not correctly made, you must contact us about it without undue delay and in any case no later than 13 months after the date on which the transaction was debited to your account or the payment debited to the payer's account. You can do so by calling the number at the end of these General Conditions. If the error was our fault, we will be liable to you, including to refund any interest and charges that you incur on your accounts as a result of the payment or transaction not being made correctly on time.
- (b) If you live in Scotland, Scots law applies to this Agreement. If you live in Northern Ireland, the law of Northern Ireland will apply. If you live elsewhere, English law applies. If there is a dispute between us, you can take legal action against us in any UK court.
- (c) 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.

We'll do our best to respond to your complaint and resolve it as soon as we can but if you're not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation which tries to resolve complaints between customers and financial organisations where we've not been able to resolve the complaint ourselves.

Our response to your complaint will outline any deadlines you have to contact the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted at:

- Exchange Tower, London E14 9SR;
- 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile);
- [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk); or
- [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

You may also be entitled to use the European Commission's Online Dispute Resolution platform to resolve your complaint.

The platform can be found at <http://ec.europa.eu/odr>.

- (d) The Financial Conduct Authority of 12 Endeavour Square, London E20 1JN is the supervisory authority under the Consumer Credit Act 1974. We are entered on the Financial Services Register and our registration number is 114724.
- (e) Our registered address is 36 St Andrew Square, Edinburgh EH2 2YB.
- (f) You may request a copy of this Agreement at any time by writing to us at The Royal Bank of Scotland plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.

## 14 Your information

- (a) 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) We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. We have a duty to keep customer information confidential. This section sets out how we may share your information with other RBS companies and third parties.
- (c) In respect of any personal information relating to a third party that you provide to us, you must:
- notify the third party that you are providing their personal information to us and obtain their permission;
  - provide the third party with a copy of these Terms;
  - ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- (d) Your information may be shared with and used by other RBS companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- (e) We will not share your information with anyone outside RBS except:
- where we have your permission;
  - where required for your product or service;
  - where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
  - with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
  - with debt collection agencies;
  - with credit reference and fraud prevention agencies;
  - with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by 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.
- (f) If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you’re allowing that third party to access information relating to your account. We’re not responsible for any such third party’s use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.

- (g) In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- (h) RBS will not share your information with third parties for their own marketing purposes without your permission.
- (i) 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. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

## 15 Instalment Plans

### (a) What is an Instalment Plan?

It's an option we might offer on your account to let you pay larger purchases off in fixed monthly instalments. If it's available to you, we'll let you know via our mobile banking app once you've made a qualifying transaction. We'll tell you more about any available plan, including fees, via the app before you take it out.

### (b) How does it work?

If we tell you you're eligible to move a transaction to an Instalment Plan, you'll have a set amount of time to tell us you want to do this. We'll then move the transaction amount to a plan and you'll pay a monthly fee and a fixed instalment on top of your normal monthly Minimum Payment. We don't charge any interest on Instalment Plan repayments or Instalment Plan fees.

### (c) Missing an Instalment Plan repayment

If you miss one Instalment Plan repayment, the amount of that repayment and the monthly fee will go back into the main part of your credit card balance from your next monthly statement date and interest will be charged at your normal purchase rate (not on the Instalment Plan fee).

If you miss or partly pay two Instalment Plan repayments, the full Instalment Plan balance will go back into the main part of your credit card balance from your next monthly statement date and interest will be charged at your normal purchase rate (not on the Instalment Plan fee).

### (d) Cancelling an Instalment Plan

An Instalment Plan will end if you miss or partly pay two Instalment Plan repayments as outlined above at point (c).

You can cancel an Instalment Plan at any time. If you do, you will not be charged any additional monthly Instalment Plan fees and the Instalment Plan balance will go back into the main part of your credit card balance on the next working day. Interest will be charged at your normal purchase rate (not on the Instalment Plan fee).

We can cancel an Instalment Plan if you break your Agreement with us. If we do, the full Instalment Plan balance and the monthly fee will go back into the main part of your credit card balance from your next monthly statement date and interest will be charged at your normal purchase rate (not on the Instalment Plan fee).

### (e) Paying off a plan early

If you want to pay off an Instalment Plan early, you will need to pay off the rest of your credit card balance first.

### (f) Overpayments

If you overpay and we apply a payment towards your outstanding Instalment Plan balance, you will still need to make your next month's Instalment Plan repayment on time. Any overpayments will reduce the length of time your plan is in place for and may reduce any final payment. We'll let you know in your monthly credit card statement.

## Contact Details

### 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 141 3999

Or

**Write to:** Royal Bank of Scotland Customer Services,  
PO Box 5747, Southend-on-Sea SS1 9AJ.

### General enquiries: 0370 907 0010

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
- Tell us if a transaction from, or payment to, your account is not correctly made

## 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: £0
- Advances\*: 3% (Cash Fee)
- Duplicate statements: £3 each
- Transactions in foreign currencies\*: 0% (Non-Sterling Transaction Fee)
- If a cheque payable to us or a direct debit is not paid: £10
- If you take out an Instalment Plan as explained in General Condition 15 above, you will also pay an Instalment Plan fee.

\*Where an Advance is also a transaction in foreign currency, a Cash Fee and Non-Sterling Transaction Fee will be charged.



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