

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 card for:

- drawing cash;
- purchasing (including topping up) payment cards, vouchers, travellers' cheques, foreign currency;
- repaying borrowing (excluding Balance Transfers); or
- transferring funds.

A payment to a merchant we identify as being in the business of gambling, even if not for a bet, is also an Advance for the purposes of interest and fees but does not form part of the Advance Limit.

A transaction where you buy goods or services with the card 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.

Payments to a UK bank or building society current account (**Money Transfers**) may incur a different rate of interest from Advances but they must be within your Advance Limit.

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 (until the fee is paid) 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 by giving you written notice.

We may change any other interest rate for any of the reasons set out in General Condition 9(a). We will give you at least 30 days' written notice before the change takes effect and you will have an opportunity to opt out of the increase by giving us notice to close your account.

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

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, the terms of that offer including any transaction fee, will apply. If you break this Agreement we may reduce or end any special offer.

We may change any other interest rate for any of the reasons set out in General Condition 9(a). We will give you at least 30 days' written notice before the change takes effect and you will have an opportunity to opt out of the increase by giving us notice to close your account.

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 0870 907 0010 (Minicom 0870 154 1192). **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 0870 907 0010.

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).

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.
- (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 on fees and charges 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 at the Monthly 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 the account will not reduce the balance until the payment is cleared. Your statement includes information about clearance periods.
- (b) We apply any payment to overdue amounts from previous statements before reducing the Minimum Payment. Balances will also be reduced according to their interest rates with the highest paid first. Payments in excess of the statement balance will be applied in the same way to reduce amounts charged to your account but not yet shown on any statement. If parts of the balance have the same interest rate, items on which interest is charged on interest will reduce first.
- (c) Where balances have the same special offer interest rate, they will be reduced according to their special offer expiry dates, with the earlier paid first.
- (d) 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 the card or account and/ or reduce the Credit Limit and Advance Limit at any time. Any merchant or machine may then retain the 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 to any of the terms of this Agreement 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;
 - reflect costs we incur;
 - reflect our credit assessment of you;
 - maintain or improve our systems;
 - rectify a mistake;
 - reflect or anticipate changes in the law; and
 - reflect that you are no longer eligible for any concessionary arrangement.
- (b) If you ask for an increase in your Credit Limit and we agree, the change will take effect once you have received notice of it. For any other change, we will usually give you at least 30 days' written notice before the change is made.
- (c) We may change or withdraw any benefits or services associated with the card on giving you at least 30 days' notice.
- (d) If you give us notice to close your account within 60 days from the date of a notice of an interest rate increase, the increase will not apply.

10 Electronic communications and contact details

- (a) If you provide us with an email address or mobile phone number, you agree that we may send notices and information (including statement alerts and notice of changes to this Agreement) to your email address and account alerts to your mobile phone.
- (b) If your name, address, telephone number(s) or email address change, you must tell us. If you telephone to inform us of the change, you may be asked to confirm in writing.

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 South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.
- (c) The Office of Fair Trading of Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX is the supervisory authority under the Consumer Credit Act 1974.

14 Your information

Who we are

- (a) Your account is with The Royal Bank of Scotland plc.
- (b) We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Minicom 0845 900 5960.

The information we hold about you

- (c) Your information comprises all the financial and personal information we hold about you and your transactions. It includes:
 - information that we receive from third parties (including other members of our Group, third parties who provide services to you or us and credit reference or fraud prevention agencies);
 - information that we learn about you through our relationship with you and the way you operate your accounts; and
 - information that we gather from the technology which you use to access our services (for instance location data from using your mobile phone to access our mobile banking services). If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

- (d) We may use and share your information with other members of the Group and with third parties providing services to either you or the Group. This information helps us and them to:
 - assess and process applications, provide you with services and manage our (or their) relationship with you;
 - carry out financial (including credit) and insurance risk assessments;
 - recover debt; and
 - prevent and detect crime.
- (e) The information which we hold and share allows us and other Group companies to better understand what our customers need from us. Within the Group, we analyse the information:
 - to understand our customers' preferences, expectations and behaviour;
 - to develop, test and review the performance of the Group's products and services; and
 - to enable the Group to find and make more relevant offers of its products and services to you.
- (f) If you agree, we may also use and share information about you and your transactions with other members of the Group to help us understand the way you like to operate your accounts, your lifestyle and your purchasing preferences, and to offer you other products or services which we or third parties can provide. Only we will contact you in this way, and we will only do so if we believe that these will be of genuine interest to you. We will not share your information outside the Group for marketing purposes.
- (g) We will ask you when you first open your account if you are happy to receive such information by mail, email, text and other forms of electronic communication. If you change your mind about how you would like us to contact you or no longer wish to receive this information, you can let us know by telephoning 0870 907 0010.
- (h) We do not disclose your information to anyone outside the Group except:
 - where we have your permission;
 - where we are required or permitted to do so by law or a regulatory body;
 - to third party service providers, agents and sub-contractors acting on our behalf;
 - to debt collection agencies;
 - to credit reference and fraud prevention agencies;
 - to other companies that provide a service to you directly or on our behalf;
 - where we may transfer rights and obligations under this agreement or assign, transfer or charge our interest in any financial product provided to you under your account; or
 - as set out in (i).
- (i) We may disclose your information to government entities or regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions.
- (j) We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

- (k) Our third party service providers may share information about you with us in accordance with their own policies on use of information. If we obtain information about you from our third party service providers, we will only use this information for the purposes set out in (d)-(j).
- (l) We may contact you by a variety of means including via the application on your mobile phone, by email, text message, post and/or telephone. If at any point in the future you change your mobile phone number, email address, postal address or telephone number, you should tell us promptly about those changes.
- (m) 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 shall write to you. If you do not object to the change within 60 days, you consent to that change.
- (n) If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, The Royal Bank of Scotland plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. A fee may be payable.

🔒 Credit reference agencies

- (o) We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity. This may include information about how you manage your account including your account balance, Credit Limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. This information may also be used for tracing purposes. We may also inform our credit reference agency if you default on payments and the credit reference agency may inform other agencies and lenders as well.
- (p) In order to prevent fraud, we or our service providers (including those acting on their behalf) may also share information with credit reference agencies to help us check your identity when you use your credit card. This may involve sending information overseas (for example, to the USA) but we will continue to be responsible for the security of that information.

🔒 Fraud prevention agencies

- (q) If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

- (r) We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact: The Data Protection Officer, The Royal Bank of Scotland plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. The agencies may charge a fee.

Contact Details

To notify a lost or stolen card or suspected misuse

Phone: 0870 6000 459 (24 hours)

Or from abroad: +44 1268 500 813

Minicom: 0870 154 1192

Or

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

General enquiries: 0870 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

Automated service: 0870 010 3356

You can call this number to:

- Reject future Credit Limit increases*
- Reduce your Credit Limit*

*You can also do this by calling the general enquiries number.

Charges Tariff:

Default Charges

- If the account is over the Credit Limit at any time during a statement period: £12
- If you fail to pay the Minimum Payment on time: £12

Other Charges

- Advances*: 3%, minimum £3 (Cash Fee)
- Duplicate statements: £3
- Transactions in foreign currencies*: 2.75% (Non-Sterling Transaction Fee)
- If a cheque payable to us or a direct debit is not paid: £10
- If we return a promotional cheque unpaid to prevent you going over your Credit Limit or Advance Limit: £12

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

