

# Platinum Credit Card Application Form

## PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information)

### 1. Contact details

Creditor.	National Westminster Bank Plc,
Address.	Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.

### 2. Key features of the credit product

The type of credit.	Credit Card
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	If we accept your application and make the agreement, the credit limit allocated to the card will then be notified to you. You may request a lower limit at any time.
How and when credit would be provided.	Once there is a signed binding agreement between us: (1) you will be able to transfer a balance within 95% of your credit limit immediately; (2) a card will be issued to you; and (3) once you have activated the card, you will be able to carry out other transactions (including purchases) within your credit limit, provided that any advances and money transfers are also within your advance limit (if any) which forms part of your credit limit.
The duration of the credit agreement.	There is no fixed or minimum duration.
Repayments.  Your repayments will pay off what you owe in the following order.	Each month, the minimum monthly payment will be the greater of: (i) £5 or the full balance if less; or (ii) that month's interest, any default charges, 1/12 of any annual fee (until the fee is paid) and 1% of the remaining balance (excluding any annual fee).  Balances will be reduced according to their interest rates with the highest paid first.
The total amount you will have to pay. This means the amount you have borrowed plus interest and other costs.	Standard £1308.03. Advantage Gold £1302.41. This is what you will repay over one year based on the assumption that at account opening you make a purchase that, together with any fee payable, totals £1,200. The annual fee (if there is one) is treated as debited to the account on the same day as the purchase is debited. The purchase balance and any annual fee balance are reduced to zero by 12 equal instalments which together with interest are paid monthly. It is assumed that no other transactions take place and the purchase interest rate remains unchanged.

### 3. Costs of the credit

The rates of interest which apply to the credit agreement.	Transaction Type	Monthly Rate		Annual Rate	
		Standard	Advantage Gold	Standard	Advantage Gold
	purchases for the first 6 months from account opening	0.000% (fixed)	0.000% (fixed)	0.000% p.a. (fixed)	0.000% p.a. (fixed)
	purchases after the first 6 months	1.385%	1.313%	16.620% p.a.	15.756% p.a.
	balance transfers debited to account in the first 3 months from account opening (this rate will apply until 23 months from account opening)	0.000% (fixed)	0.000% (fixed)	0.000% p.a. (fixed)	0.000% p.a. (fixed)
	balance transfers debited to account after 3 months from account opening (and on all other balance transfers after the end of any special offer period)	1.385%	1.313%	16.620% p.a.	15.756% p.a.
	money transfers	1.385%	1.313%	16.620% p.a.	15.756% p.a.
	advances	2.075%	2.075%	24.900% p.a.	24.900% p.a.
	All rates of interest shown are variable unless stated as fixed. When a fixed rate period ends the higher rate for the transaction type is applied. Any fixed rate period may be reduced or ended if any term of the agreement is broken. For purchases, a maximum 56 days' interest free period is available if you pay your monthly statement balance in full and on time, and have paid the previous month's balance in full and on time. For all other transaction types, interest is charged from the date the transaction is charged to your account, on the amount of the transaction. For valid reasons set out fully in the agreement, we may change the rate(s) of interest or any fee or charge at any time (including the introduction of a new fee or charge). If we do this, we will usually give you at least 30 days' written notice before the change takes effect.				
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	Standard: 17.9% APR (variable). Advantage Gold: 16.9% APR (variable). This is a representative APR calculated using the same assumptions applied to calculate the total amount you will have to pay (as also set out in Section 2). At account opening you make a purchase that, together with any fee payable, totals £1,200. The annual fee (if there is one) is treated as debited to the account on the same day as the purchase is debited. The purchase balance and any annual fee balance are reduced to zero by 12 equal instalments which together with interest are paid monthly. It is assumed that no other transactions take place and the purchase interest rate remains unchanged. If the credit is used in ways other than for purchases (e.g. cash advances), this may result in a higher APR.				
<b>Related costs</b>					
Any other costs deriving from the credit agreement.	<p>The following charges are payable –</p> <ul style="list-style-type: none"> <li>■ For each advance: 3% of the amount of the advance or £3, whichever is more.</li> <li>■ Balance transfers: 2.9% (min £5) of balance transfer amount during the first 3 months from account opening.</li> <li>■ If you request us to issue a duplicate statement: £3.</li> <li>■ For transactions in foreign currencies: 2.75%.</li> <li>■ If a cheque [payable to us] or Direct Debit is not paid: £10.</li> <li>■ If we return a promotional cheque unpaid to prevent you going over your credit limit: £12.</li> <li>■ Any tax, duty or other charge levied by any competent authority in connection with the account.</li> </ul>				
Conditions under which the above charges can be changed.	For valid reasons set out fully in the agreement, we may change the rate(s) of interest or any fee or charge at any time (including introducing a new fee or charge). If we do this, we will usually give you at least 30 days' written notice before the change takes effect. You may close the account and avoid being charged any increased rate of interest provided your intention to close the account is notified to us within 60 days of the date of the written notice provided to you.				
Costs in the case of late payments.	Where missed or late payments result in the minimum payment not being paid on time, we will continue to charge interest at the same rate(s) as detailed above. We may also end any special offer rates and charge the higher rate. You will be charged – <ul style="list-style-type: none"> <li>■ £12 if the account is over the credit limit at any time during a statement period.</li> <li>■ £12 if you fail to pay the minimum payment on time.</li> </ul> Simple interest (i.e. interest is not charged on interest) is payable on these charges.				

### 3. Costs of the credit (continued)

Consequences of missing payments.	Missing payments could have severe consequences including, for example, legal proceedings being taken against you and making it more difficult to obtain credit in the future. We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing any borrowing application). If you fail to repay what is owed we may obtain a judgment (decree in Scotland) from the court. Where English law applies, we may be able to apply to the court for a charging order on any home or other property that you own to enforce the judgment if you do not pay. A charging order on a property normally means that on its sale what is owed must be paid out of the sale proceeds first. In exceptional cases, steps could be taken to possess your home or other property and force its subsequent sale to pay what you owe.
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### 4. Other important legal aspects

Right of withdrawal.	You have the right to withdraw from the credit agreement within a period of 14 calendar days beginning the day after you receive your first card.
Early repayment.	You have the right to repay the whole or part of your balance early at any time.
Consultation with a Credit Reference Agency.	Unless we have good reason preventing disclosure, for example where disclosure is legally prohibited, we must inform you immediately and without charge of the result of a consultation with a credit reference agency if your credit application is rejected on the basis of such a consultation. If this happens you will be provided with details of the credit reference agency consulted.
Right to a draft credit agreement.	You have the right to ask for and be provided with a free copy of the draft credit agreement unless we are unwilling to enter into the credit agreement with you at the time you ask.
The period of time during which the creditor is bound by the pre-contractual information.	This document is not an offer and we are not bound by its contents.

### 5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number.	Consumer Credit Licence Number 0003904.
The supervisory authority.	The Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX.
(b) concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	English law is the basis for establishing relations between us unless you live in Scotland, where Scottish law applies.
The law applicable to the credit agreement and/or the competent court.	English law will apply to the agreement unless you live in Scotland, where Scottish law will apply. Court proceedings under the agreement require to be raised in the county court in England and Wales and sheriff court in Scotland.
Language to be used in connection with the credit agreement.	English will be used in all matters relating to the agreement.
(c) concerning redress	
Access to out-of-court complaint and redress mechanism.	If you are not satisfied with our service in providing the credit, we have a complaint handling procedure that you can use to resolve such matters. You can get more information and details of the procedures from our address quoted on the agreement or by phoning us. We are a member of The Financial Ombudsman Service. If you are still not satisfied after following these procedures, you can ask the Ombudsman to review the complaint. Alternatively, you can write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

This is the end of the Standard European Consumer Credit Information document – there follows, on the next page, a separate document setting out additional information relating to the credit card.

# Additional Information relating to the Credit Card

## Important – Please Read

### Your Credit Card Explained

Before you sign your credit card agreement, it is important that you read the Pre-contract Credit Information document carefully. The Pre-contract Credit Information gives key details about your credit card agreement. Make sure you understand what is involved.

You should ask yourself the following questions:

#### 1. Is this the right product for me?

Does the proposed credit card meet my needs and circumstances?

Do I understand how my agreement will work?

- A credit card allows you to buy goods and services up to the credit limit on the card.
- You can also use a credit card for other purposes e.g. to withdraw cash (see section 3 of the Pre-contract Credit Information for the advance interest rate and the charge applicable to each advance).
- Although you will have to repay at least a minimum amount each month, repayments are flexible and you can pay more or all of your balance whenever you wish.
- A credit card may be more suitable than another product (e.g. a loan) if you want flexibility in how much you repay each month.
- If you want to borrow over a long period or borrow a substantial amount, then a credit card may not be appropriate and a loan may be a better option.
- A credit card is not suitable for repaying mortgage debt.

#### 2. How much will I have to pay?

- How much you will have to pay in relation to the credit card can be found in sections 2 and 3 of the Pre-contract Credit Information. This includes details of the minimum monthly repayments, the rate(s) of interest and various fees and charges that will apply. The interest rates for some categories of transaction apply for a limited period of time after which they will revert to higher interest rates.
- Make sure that you are confident that you can afford to pay, at the very least, the minimum monthly payments.

#### 3. What could happen if I can't keep up with my monthly repayments?

- Missing payments could have severe consequences for your finances. For example, it is very likely to make obtaining credit more difficult in the future as we are likely to report non-payment to the credit reference agencies and this will adversely affect your credit rating (which most lenders take into account when assessing any borrowing application).

If you miss payments then you will also have to pay us charges. Details are set out at section 3 of the Pre-contract Credit Information, under the heading "Costs in the case of late payments".

- You should always let us know if you are having difficulty managing your finances. You can also seek independent financial advice. We can let you have details of organisations that provide financial advice for free.

#### **4. What may happen if I stop repaying what I owe under my credit card agreement?**

- If you fail to repay what is owed, we may obtain a judgment (a decree in Scotland) from the court. This is often called a 'CCJ' and this is also likely to affect your ability to obtain further credit.
- Where English law applies, we may be able to apply to the court for a charging order on any home or other property that you own to enforce the judgment if you do not pay. A charging order on a property normally means that on its sale what is owed must be paid out of the sale proceeds first. In exceptional cases, steps could be taken to possess your home or other property and force its subsequent sale to pay what you owe.

#### **5. What cancellation rights do I have?**

- There is a limited period after you enter into the agreement when you have a right of withdrawal i.e. a right to cancel the agreement. Details of your right to cancel are set out in section 4 of the Pre-contract Credit Information.
- If you exercise this right, you must repay any balance outstanding on the credit card (excluding any card fee debited to the card account – any such card fee will be refunded to the account), together with interest that is added to the balance on a daily basis until the repayment is made. You will have 30 calendar days to repay starting from the date of cancellation.

#### **6. What features of my credit card agreement may operate significantly to my disadvantage?**

- If you are paying interest on your card account balance, making just the minimum monthly repayment will cost you more overall and it will take you longer to clear the balance in full. We do not recommend that you only ever pay the minimum repayment amount. Your minimum payment will increase if your balance increases.
- We can change the interest rates and any annual or other fees that apply to your credit agreement. This may happen for example, on the basis of our credit assessment of you. If we increase a rate, the amount of interest payable by you will increase, there will be an adverse effect on the amount of your minimum monthly repayments and it may take longer to clear any balance. We will give you advance notice of any interest rate change and you will have the opportunity to close your account.
- Different interest rates apply to different categories of transactions. For example, the interest rate for cash advances is not the same as the interest rate for purchases. Check this carefully if you are thinking of using the card for different categories of transactions.

#### **7. Where can I find more information or advice to help me decide?**

- We are happy to answer any questions you may have about the credit card agreement. You may call us on 0870 333 9091.
- You may also wish to take advice from an independent financial adviser, charity (for example, Citizens Advice) or not-for-profit organisation.

**8. Can I have more time to decide?**

If this additional information document and the Pre-contract Credit Information have been handed personally to you, you can take them away so that you can think more about what we are offering or compare our credit card with other credit deals before you decide whether or not to proceed with your credit card agreement with us.

**9. Advantage Gold Customers: Pre-condition(s) for obtaining the credit card on the terms set out in the Pre-contract Credit Information document**

It is a requirement that to obtain the preferential rate for the credit card you must, before you apply for the credit card, be an Advantage Gold current account customer. Please note that the monthly account fee for Advantage Gold is not included in the credit card APR.

Please note that the terms set out in the Pre-contract Credit Information are not binding on us and we are free to change or withdraw our offer of a credit card at any time.

**DON'T SIGN ANYTHING UNLESS YOU ARE ABSOLUTELY SURE YOU WANT TO PROCEED.**





# Credit Card Agreement regulated by the Consumer Credit Act 1974

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

WE: National Westminster Bank Plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.

YOU: (the cardholder)

PLEASE COMPLETE YOUR NAME AND ADDRESS DETAILS.

Mr/Mrs/Miss/Ms/Other     Middle/Other Initials

First Name

Surname

Address

Postcode

Ref: BFLA C51666 C51705

## 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 immediately. 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).

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.

When we ask, you must immediately pay us any amount you owe over your Credit Limit.

## 3 APR and Total Amount Payable

[Purchases]

Standard: 17.9% APR (variable). Advantage Gold: 16.9% 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.

£1,308.03 (Advantage Gold customers £1,302.41) 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, together with any fee payable, totals £1,200. The annual fee (if there is one) is treated as debited to the account on the same day as the Purchase is debited. The Purchase balance and any annual fee balance are reduced to zero by 12 equal instalments which together with interest are paid monthly. 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	
	Standard	Advantage Gold	Standard	Advantage Gold
Purchases for the first 6 months from account opening	0.000% (fixed)	0.000% (fixed)	0.000% p.a. (fixed)	0.000% p.a. (fixed)
Purchases after the first 6 months	1.385%	1.313%	16.620% p.a.	15.756% p.a.
Balance Transfers applied to the account in the first 3 months (this rate applies until 23 months from account opening)	0.000% (fixed)	0.000% (fixed)	0.000% p.a. (fixed)	0.000% p.a. (fixed)
Balance Transfers applied after 3 months from account opening (or after the end of any special offer period)	1.385%	1.313%	16.620% p.a.	15.756% p.a.
Money Transfers	1.385%	1.313%	16.620% p.a.	15.756% p.a.
Advances	2.075%	2.075%	24.900% p.a.	24.900% 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.

## 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 National Westminster Bank Plc, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ or by telephoning 0870 333 9091 (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 National Westminster Bank 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 333 9091.

### 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.

## DECLARATION

Before signing, please read the terms, General Conditions and Charges Tariff. By signing you are also agreeing to the declaration and authorisation in the application form.

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

X

Signature of Customer

Date of signature

FOR CREDIT CARD CENTRE USE ONLY – BANK SIGNATURE STAMP

FOR OFFICIAL USE ONLY

Branch Sort Code

Lead Code

Portfolio Code

X



## 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.
- (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 a rate provided by Visa, MasterCard or any other card 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 you have authorised 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.
- (b) Interest on fees and charges accrues at the Purchases rate and is charged from application. 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 and is payable on any sum from the payment due date until received by us, both before and after any court order.
- (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.

#### 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 card 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 National Westminster Bank 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](http://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 333 9091.
- (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, National Westminster Bank 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, National Westminster Bank 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:

NatWest CardLoss Centre  
PO Box 5747, Southend-on-Sea SS1 9AJ.

### General enquiries: 0870 333 9091

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
- Duplicate statements: £3
- Transactions in foreign currencies: 2.75%
- 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