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**Credit Card Agreement regulated by the Consumer Credit Act 1974**

Mr Ivan Fernandez

73 Montreal Avenue Bristol City of Bristol. BS7 0NJ

Between us, Capital One (Europe) plc of Trent House, Station Street, Nottingham, NG2 3HX and you, the customer named above on the agreement below and the Terms and Conditions.

**Credit Intermediary**Name: Intelligent Lending Limited t/a Ocean Finance  
Address: Think Park, Mosley Road, Trafford Park, Manchester, M17 1FQ**Before signing this agreement:**

- Please make sure that all the information you have given us is true and complete;
  - Please read the terms and conditions of this agreement and make sure you understand them;
  - You may only sign this agreement if you are at least 18 years of age.
- You request us to issue you with a Capital One Credit Card and PIN under this agreement.

The agreement will not be legally binding unless and until all creditworthiness and affordability, fraud, identity and other checks have been completed successfully.

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.**Ivan Fernandez**

Signature(s) of Customer(s)

**20/8/2022**  
Date(s) of signature(s)**KEY FINANCIAL INFORMATION****Credit Limit**

The credit limit will be determined by us from time to time under this agreement and notice of it will be given by us to you.

**Monthly Payments**

All monthly payments are due by the date stated in the statement, a date at least 26 days after the statement date. The monthly payment is the full outstanding balance if it is less than £5, but otherwise the greater of:

- An amount equal to the total of (i) 3% of the outstanding balance on your account that is not part of a Repayment Plan balance; (ii) any Repayment Plan payments due for that month (if you have a Repayment Plan on your account); (iii) interest applied to your account in that month (excluding any interest charges already included in a Repayment Plan payment for that month); (iv) all Default Sums incurred in that month; and (v) one twelfth of your Annual Fee, or
- £5

Any refunds that are applied to your account after your statement date will not affect the monthly payment due but will be reflected in your following monthly statement.

**Missing Payments Warning**

Missing payments could have severe consequences. For example it could make obtaining credit more difficult, lead to your account being defaulted and potentially to legal proceedings being commenced against you.

**APR: 39.9% APR variable**

In order to calculate the APR, at the date this agreement is made, we assume that you:

- (a) borrow: (i) up to your credit limit, if we know your credit limit; or (ii) £1,200 if we don't know your credit limit, unless the maximum advertised credit limit is less than £1,200, in which case you borrow up to the maximum advertised credit limit;

(b) are charged at the standard purchase rate (ignoring any applicable lower introductory rates); and  
(c) repay the amount borrowed over one year in twelve monthly repayments starting one month after the date of this agreement. Repayments consist of: (i) an equal amount of capital; and (ii) the interest accrued on the balance outstanding at the time the repayment is made.

In calculating the APR no account has been taken of any variation which may occur under the agreement of the rate of any item entering into that calculation.

**OTHER FINANCIAL INFORMATION****Interest Rate****Standard Interest Rates**

The standard rates of interest that we will charge you are:

Standard purchases rate: an effective rate of 39.94% p.a. (variable). No interest is payable if you pay in full the outstanding balance on your first statement by its payment due date. No interest is payable on subsequent statements if the outstanding balances on your current statement and the previous statement are paid in full by their respective payment due dates.  
Standard balance transfers rate: an effective rate of 39.94% p.a. (variable).  
Standard cash withdrawals rate: an effective rate of 39.94% p.a. (variable).**Promotional Interest Rates**

Where we have granted, under section 12 of this agreement, a promotional interest rate we will charge interest on each promotional transaction at the effective rate which we notify you of prior to you making the promotional transaction. Such promotional interest rate will apply until the promotional transaction has been paid off or for a specified period which we will tell you of, after which interest will be charged at the standard purchase rate, standard balance transfers rate or standard cash withdrawals rate whichever is applicable to each promotional transaction made on the account.

**Repayment Plan interest rates**

Where a Repayment Plan is set up on your account in accordance with the 'Repayment Plans' section of this agreement, we will charge interest on your Repayment Plan balance at the interest rate which we notify you of before the plan is taken out, until the plan is completed, or cancelled (whichever is earlier). Where a plan is cancelled, interest will be charged at the standard rates applicable to any remaining balance.

Repayment Plan monthly payments include interest charges on your Repayment Plan balance. We won't increase your interest rates whilst you are on a Repayment Plan.

**Calculation of Interest**

Interest is calculated at the applicable rates below, divided by 365 or 366, and multiplied by the total of the daily outstanding balances in the statement period. Interest is calculated on outstanding balances from the date of debiting to your account until repayment, with the exception that if you incur any default sums then interest will be calculated from the 29th day after you have been given a Notice of Default Sums. Interest will also be charged after any judgment we may obtain against you, until the outstanding balance is paid in full.

The applicable rate per annum for purchases is 34.08% (variable)  
The applicable rate per annum for balance transfers is 34.08% (variable)  
The applicable rate per annum for cash withdrawals is 34.08% (variable)

If you incur a default sum (see Key Information - Default Sums below) then we will send you a Notice of Default Sums and then interest will be calculated from the 29th day after you have been given the notice until repayment. Any interest payable on the outstanding amount will be calculated at 34.08% p.a. (variable). Interest on default sums will be calculated on a simple basis.

Interest is applied to your account monthly on each statement date (or on a monthly date notified to you where no statement is issued - see section 9).

See "Variation" for details of how interest rates can be changed.

**Total amount payable: £1,421.52**

The total amount payable is an illustrative example. It is the sum of the total charge for credit and the total amount of credit at the time this agreement is made. The total charge for credit calculates the interest you would pay if you were to: (a) borrow: (i) up to your credit limit, if we know your credit limit; or (ii) £1,200 if we don't know your credit limit, unless the maximum advertised credit limit is less than £1,200, in which case you borrow up to the maximum advertised credit limit; (b) be charged at the standard purchase rate (ignoring any applicable lower introductory rates); (c) repay the amount borrowed over one year in twelve monthly repayments starting one month after the date of this agreement. Repayments consist of: (i) an equal amount of capital; and (ii) the interest accrued on the balance outstanding at the time the repayment is made. The total amount of credit is the credit limit for your account at the time this agreement is made (or £1,200 if we don't know your credit limit, unless the maximum credit limit advertised is less than £1,200, in which case it is the maximum advertised credit limit).

**Allocation of your payments**

Unless you pay the outstanding balance in full, we will allocate your payments to pay your minimum payment including any Repayment Plan payments, any non-Repayment Plan balances, then any Repayment Plan balances. We will always allocate your payments to: balances that attract the highest interest rate first; and to any amounts which have already appeared on a statement before allocating your payments to any amounts subsequently applied to your account.

**KEY INFORMATION****Charges**

You must pay to us the charges set out in 'Default Sums' and 'Other Charges' below, as notified to you in writing from time to time. All charges are variable. We may also introduce additional reasonable charges or remove any of them. See "Variation" for the conditions under which the charges may be changed, added or removed. Also see sections 12, 13 and 14 for details of when the charges may be applied and details of other charges which may be payable under this agreement.

**Default Sums:**Late or failure to pay default sum £12  
Overlimit default sum £12

Our reasonable court costs and expenses for collection, including tracing, and retrieving cards.

**Other Charges:**

Cash withdrawal handling fee: 3.0% of amount withdrawn, minimum £3

Non Sterling transaction fee: 2.75% of transaction value

Balance transfer handling fee: 3.0% of the amount of the transaction

We may charge you a fee in relation to a promotional transaction, the details of which will be notified to you prior to you making the promotional transaction as set out in section 12 of this agreement.

You will pay us a fee for having the account ("Annual Fee"). The Annual Fee is currently £0 payable annually in advance for each year or part of year.

**Important - Read this carefully to find out about your rights**

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order. The Act also gives you a number of rights: (a) You can settle the amounts owed under this agreement at any time by giving notice and paying off the amount you owe under the agreement. You may also pay more than the monthly payment at any time in accordance with your monthly statement; (b) If goods or services paid for under this agreement, apart from any bought with a cash loan, costing over £100 but less than £30,000, fail to arrive, are of unsatisfactory quality, do not meet the terms of your contract with the supplier of the goods or services or any misrepresentation is made by the supplier of the goods or services, then you may have a right to sue us, the supplier or both. If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

**Right to Withdraw**

You have the right to withdraw from this agreement without giving any reason for a 14 day period. Your right to withdraw starts from the day after the day that you receive a copy of your executed agreement which will be enclosed with your first card and ends 14 days later. You must notify us of your intention to withdraw either in writing in accordance with section 15 or over the telephone on 03444 812 812. Starting on the day after the date you give us notice of withdrawal you will have 30 days to repay any money we have lent to you and any interest which accrues on that money at the relevant interest rate in the agreement.

We can advise you, upon request, of the amount of interest payable per day on the money we have lent to you. Upon withdrawing from this agreement you (and any additional cardholders) must destroy any cards (by cutting through the signature box, magnetic strip and chip) and any other ways of paying we gave you that you have.

**Variation**

We may from time to time change your credit limit. Where your credit limit is to be increased, and the increase is not made in response to a request by you, we will give you at least 30 days' written notice. You may tell us, during this period, that you do not want to be given the increase. You may request us at any time to consider a change to your credit limit and/or tell us that you do not want your credit limit to be increased at all in the future.

Where your interest rate is related to the Base Rate, any change in Base Rate will operate automatically under this agreement with effect from the statement period which begins at least 7 days after the date of such change. We will periodically notify you in writing about any changes to your interest rate resulting from a change to the Base Rate. We may also change: the margin over Base Rate; any interest rate which is stated to be variable; the way in which interest is charged or calculated; the amount of any charge or fee, provided that such charge or fee is reasonable and introduce any additional reasonable charges or fees or remove any of them; or other terms of this agreement or the services provided under it including changing, withdrawing or suspending any rewards or benefits linked to the opening or use of your account. We may make the above changes for the following reasons: (1) changes in your circumstances and the way you use your account, your credit score, or our increased or decreased credit risk; (2) changes in our funding costs or other costs of administering credit; (3) to provide additional credit or other services; (4) to reflect changes in banking or lending practice, or to meet our legal or regulatory obligations; (5) to correct errors, omissions, inaccuracies or ambiguities; (6) to reflect changes in our systems and processes or the introduction of new technology.

Except where otherwise provided, we will give you at least 7 days' written notice of any change to your advantage and at least 30 days' written notice of any change to your disadvantage. If we increase any variable interest rate or the margin over Base Rate, we may permit you to pay off the outstanding balance at the interest rate which applied before the increase takes effect. You will have to pay at least the monthly payment each month.

You are entitled to close your account and end this agreement immediately at any time as set out in section 17.

**Repayment Plans**

A Repayment Plan is an option we might offer on your account to let you pay off a portion, or all, of your balance in fixed monthly payments. If it's available to you we'll let you know and we'll tell you more about any available plan before it's taken out, including the interest rate that will apply to the plan balance. If you enter into a Repayment Plan your minimum monthly payment will change on your next statement to include the fixed payment amount. The way we allocate payments to your account will also be changed to take account of your Repayment Plan payments.

We may cancel your Repayment Plan if you miss any payments. Otherwise, your Repayment Plan will end when you've repaid the balance covered by the plan.

**Our signature**

Signed on behalf of Capital One (Europe) plc

duly authorised

On **20/8/2022** which is the date of this agreement.**TERMS AND CONDITIONS****1. Getting in touch**

We will need to be in touch with you fairly regularly about your account. Where we can, we'll do that electronically (by email, text message, push notification or messages through a secure online portal) using the most recent information you have provided. We might put messages on your monthly statements too. Sometimes we might have to phone you (including automated dialling), write to you or get hold of you in some other way. If we have to give you notice of something in writing (including notifying you of suspected or actual fraud, or security threats) we will usually do this by the electronic methods set out above, where permitted. If we send communications to an address, we will send these to the most recent address we hold.

If you change your name, address, email or phone number

If you (or any additional cardholders) change your name, address, email or phone number, tell us right away. That goes for both mobile and landline numbers. And we might ask you to send us proof, if we need it.

**2. Opening your account****Background checks**

We'll need to run a few checks before we open your account. These will include assessments of your creditworthiness, the affordability of your repayments and checks that you are who you say you are.

Once you've passed the checks, we'll send you (and any additional cardholders) a card and PIN - and tell you your credit limit.

**Your credit limit**

We'll show your credit limit on your monthly statements, in case you need to check (it could change over time). Keep an eye on what you (and any additional cardholders) spend, and factor in any interest, fees and charges you might owe too. Because once you reach your limit, your card (and any other ways of paying we may give you) may stop working until you've paid off some of the debt.

**Your balance**

This is a credit card, not a bank account, so if there's ever a positive balance on it (for example: because you got a refund on something you bought), we might send it back to you.

**3. Using your account**

Once we have opened your account, you can use it to make any transactions that do not need a card (for example: online or over the phone). You (and any additional cardholders) can use your account (and any other ways of paying we may give you) to pay for things, withdraw cash or use for cash-like transactions.

Only the person whose name is printed on the front of the card can use it. You're responsible for everything that you (and any additional cardholders) spend on your account. You must tell us if you want us to stop one of your additional cardholders from using their card.

You must tell us if you want us to stop one of your additional cardholders from using your account any more. If you can't destroy their card (or any other ways of paying we gave you), we'll have to send you (and any additional cardholders) new ones.

**Your card**

You'll need to activate your card before you can use it. Every time you want to use your card for a transaction, you'll need to authorise it in some way. That includes:

- using your card with your PIN or signature
- using your card details with your card (for example: online transactions)
- tapping your card on a contactless reader
- using a digital version of your card on any device (for example: your smartphone)

asking us to make a balance transfer or other transfer.

Once you've authorised a payment, you can't stop it. And you can't get a refund for any non-refundable fees unless you withdraw from this agreement.

You can only use your card until the expiry date printed on it.

**Covering your losses.**

If we've made a mistake or taken too long to make or stop a payment, we'll cover you up to the original amount, plus any extra charges or interest you've had to pay directly because of our mistake or delay.

But we're not responsible if:

- a shop or cash machine won't accept your card and you end up losing money
- a transaction doesn't go through for a valid reason (for example: it would put your balance over your credit limit)
- something happens that's beyond our reasonable control (for example: a major systems failure, or a strike).

Refunds

We will only give you a refund if you're legally entitled to one and the retailer sends us a refund voucher (or something similar). This doesn't affect your other legal rights. You can read more about those in Key Information.

If you use your card (or any other ways of paying we gave you) to pay for something in the European Economic Area before you know the exact amount and it turns out to be much larger than you thought, you might be able to get a refund (unless it's bigger than expected because the exchange rate has changed).

Tell us within eight weeks from the date the money came out of your account and we'll either give you a refund or tell you why not within 10 business days (we might ask you for more information first). You won't get a refund if we or the supplier don't tell you exactly how much it would be at least four weeks beforehand and you agreed to it.

If you don't agree with our decision, you can make a complaint. For more on that, see Section 19.

**4. Balance transfers**

You can ask to make a balance transfer at any time, as long as it's at least £50 and you have enough credit available.

Please turn over...

You might have to pay some charges. You're the only person who can ask for one - not any of your additional cardholders - and you can do it by either phoning us or completing a form. If it's after 4pm UK time, we'll put it through on the next business day (assuming we've approved it).

#### 5. Keeping you safe

Keeping your account and personal details safe is really important to us. But we also expect you (and any additional cardholders) to do everything you can to keep them safe too (for example: not sharing your card or PIN, not leaving your card or details where someone can steal them, not writing your PIN down).

#### Cards and other methods of paying we may give you

You (and any additional cardholders) need to sign the back of your card as soon as you get it. It's up to you to keep your cards in a safe place, where they can't fall into the wrong hands - and to follow any other security steps we ask you to. And never give your card details to anyone, except when you have to (for example: when you're paying, if you need to report it lost or stolen or when you're talking to us).

#### PINs and passwords

We'll give you (and any additional cardholders) a unique four-digit PIN. Memorise it, then destroy the letter it came in. And never give it to anyone else - not even us. You can change your PIN at any cash machine. But make sure you choose one that isn't easy to guess (so not 0000 or 1234). You'll also need to choose a password that you - and only you - will use to access your account, either online or over the phone. Keep that secret too.

#### 6. Repeat transactions

If you've agreed to make any repeat transactions (for example: a subscription), they'll carry on until you tell us or whoever you're paying to stop. You can ask us to cancel a transaction at any point before the end of the business day before it's due. Make sure you tell whoever you're paying too, or they might still try to take it.

If any transactions go out of your account after you've asked us to stop them, we'll refund them in full (plus any charges or interest). Just so you know, the Direct Debit Guarantee doesn't cover repeat transactions with your credit card.

#### 7. Monthly payments

Once a month, we'll send you a statement telling you how much you need to pay us and by when (unless you haven't used your card in the last month and don't owe us anything). You need to pay us at least the minimum monthly payment. You can read how we work out your minimum monthly payment in Key Financial Information.

It's really important that you pay on time to avoid any late payment fees and extra interest. And if you ever go over your credit limit, you need to pay us back the bit that's over the limit, as well as any amount that's overdue, right away.

You're responsible for paying back whatever anyone spends on your account - along with any interest, fees, costs, charges and expenses. And you must pay us back in British Pounds Sterling, not other currencies. You must not hold back any payments you owe us, unless you have a legal right. And if we owe you any money and you're over your limit or behind with your payments, we can take it off anything you owe us.

#### 8. Optional Payment Protection Insurance ('PPI')

If you took out PPI, you agreed that we could pay the premiums to the insurers in the way they asked - and that they'll settle any valid claims by paying us (not you). We'll use that money to repay what you owe us or as much as it will cover under this agreement.

#### 9. Your statements

Your monthly statements will show you:

- your minimum monthly payment
- when you need to pay us by (due date)
- everything you've spent since your last statement
- any interest, fees, costs, charges and expenses
- any payments you've made since your last statement
- your account balance when the statement was produced. If you spot anything you don't recognise, tell us straight away.

We can choose any date each month as your statement date. But if that day happens to fall on a weekend or public holiday, you'll get it on the next business day (which could be the next month). Your statement could also include transactions from a previous calendar month, for the same reason.

If you don't get your statement for any reason, please get in touch (unless you haven't used your card and don't owe us anything or we've served you with a default notice).

#### 10. Lost or Stolen

If you think any of your cards, other methods of paying, passwords or PINs have been lost, stolen or misused, get in touch right away. We might also ask you to send us a letter with all the details. In some cases, we might share what we know with the police (and other authorities) and take any other steps we think could help.

Once you've phoned us, you (and any additional cardholders) should destroy any cards or other methods of paying you still have. That means cutting the card through the signature box, magnetic strip and chip.

You're not responsible for any unauthorised transactions that happen after you've reported your cards, other methods of paying, passwords or PIN lost or stolen - unless you knowingly let someone else (other than an additional cardholder) use them or you have given your consent to the transaction.

#### 11. Rewards and benefits

From time to time, we might offer you incentives linked to opening or using your account. When we do, we'll tell you:

- what the reward or benefit is
- how long it will last
- what the terms and conditions are.

We can change or stop offering these rewards or benefits at any time. See the Variation section in Key Information to find out more.

#### 12. Promotional transactions

From time to time, we might charge a promotional interest rate for all or parts of your balance. We might also offer preferential fees or other terms on transactions you make. When we do, we'll tell you:

- what the interest rate is
- what you need to do to get it
- how long it will last
- what the terms and conditions are.

#### 13. Charges

You can see what our current charges are in the Key Information section.

If you do need to pay any charges, we'll add them to your balance and show them on your next monthly statement.

#### What we might charge you for

- late or missed payments (including when only a partial payment has been made)
- failed or rejected cheques
- going over your credit limit (or staying over it for further statement periods)
- withdrawing cash
- cash-like transactions (for example: gambling where permitted, cryptocurrency purchases)
- Non-Sterling Transaction Fees (for example: for transactions in other currencies)
- making balance transfers
- admin charges for special requests (for example: express payments).

#### If you don't pay

If we have to spend time or money trying to get back the money you owe us, you'll have to cover all reasonable costs and expenses.

That includes things like:

- tracing you, because you didn't tell us you'd moved
- getting back your cards
- putting your account on a restricted list
- legal costs
- anything else where you've broken the terms of this agreement and it's cost us money.

#### 14. Foreign transactions

If you make a transaction in a foreign currency, it'll be converted into British Pounds Sterling using the payment scheme exchange rate (which is set by Mastercard or Visa, depending which card you have). We may also apply a Non-Sterling Transaction Fee to a transaction made in another currency.

The exchange rate is calculated at the date and time the transaction is processed by Mastercard or Visa. Exchange rates change by the day. So the rate used when the transaction is processed could be different from the rate on the day you made the transaction.

You'll be able to see which rate we used and the final amount on your next statement.

To check today's payment scheme exchange rate, look on the official Mastercard or Visa website (depending on which card you have).

You can find more information on our website about using your card abroad, including how to compare our Non-Sterling Transaction Fee with the charges of other currency conversion options (for example, choosing to pay in Sterling when you make a purchase abroad). Visit our website: [capitalone.co.uk/foreign](http://capitalone.co.uk/foreign)

#### 15. About us

If you want to write to us, or you're required to by this agreement (for example: because you need to let us know you want to close your account), you'll find our most up-to-date contact details on our website: [capitalone.co.uk/contactus](http://capitalone.co.uk/contactus)

#### Our official company details

Our company is registered in England and Wales. Our company registration number is 3879023, and our registered office is at Trent House, Station Street, Nottingham NG2 3HX.

#### 16, 17 and 18. Closing your account

Your account isn't for a set length of time. Either you or we can close it, at any time. Once it's closed this agreement will end and you must destroy any cards for your account. That means cutting the card through the signature box, magnetic strip and any chip.

#### If it's your decision to close it

You can close your account at any time by phoning or writing to us (see our website - [capitalone.co.uk/contactus](http://capitalone.co.uk/contactus) - for up-to-date contact details or check your last statement). Before we close your account, you'll have to pay off everything you owe us.

#### If it's our decision to close it

We'll either try to give you at least two months' notice, in writing or we might close the account and demand you repay us in full straight away (providing we comply with any legal obligations) if we think you or any additional cardholder may have:

- regularly or seriously broken the terms of the agreement (for example: by missing monthly payments or going over your credit limit)
- given us false or misleading information
- been declared bankrupt (or equivalent, in another country) or made arrangements with your creditors
- got your account illegally, or used it to do illegal things (or letting someone else do the same) committed fraud
- threatened or abused our staff.

We might also close your account if you move abroad, or we're notified of your death. These are all situations that we consider are in breach of this agreement.

#### How we may restrict the use of your account

As well as closing your account, we can also suspend, restrict or cancel use of your account. We may do this if:

- we don't think your account is secure
- we suspect fraud, unauthorised use, or illegal activity associated with the account
- we think there's a risk you might not be able to repay what you owe us
- we have to, by law.

- you have built up and held debt on your card over a long period and we think it will help you to repay your balance within a reasonable period.

But we'll always try to let you know what we're going to do before we do it.

#### If you haven't used your card for a reasonable period

We can also close or suspend your account or lower your credit limit if you haven't used your card at all for a long time. But we might write to you first, to check whether you plan to use it again. And we'll still give you two months' notice, in writing, before we finally close it.

#### Refusing transactions

We can also refuse to make transactions from your account, for different reasons.

For example:

- to keep your account safe and secure
- you're over your credit limit
- you haven't made your minimum monthly payment
- you've told us your card is lost or stolen
- we suspect fraud or anything illegal
- we have good reason to suspect whoever you're buying from won't give you whatever you're trying to pay for
- we have good reason to suspect that you (or any additional cardholder) is about to commit a crime using the card/account, or already has
- we have to, by law.

If we do refuse a transaction your agreement will still continue. If we refuse to make a payment and it ends up costing you (or any additional cardholders) money, we won't cover your losses or pay you any compensation.

#### 19. Complaints

##### To make a complaint

Please write to:

Complaints resolution Capital One, PO Box 5281 Nottingham, NG2 3HX

Then, if you're not happy with the outcome of your complaint, you have the right to complain to the Financial Ombudsman Service:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You can find out more on their website:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you're not happy with our complaint resolution online, you can also use the European Commission's online complaints system (the ODR platform: [ec.europa.eu/odr](http://ec.europa.eu/odr)). But that can take longer than complaining directly to the Financial Ombudsman Service.

##### To find out more about our complaints process

Have a look on our website: [capitalone.co.uk/complaint](http://capitalone.co.uk/complaint)

##### To find out more about your rights

If you'd like to know more about your rights under the Consumer Credit Act 1974, get in touch with either your local Trading Standards Office or Citizens Advice. You'll find their details online.

The Financial Conduct Authority is the supervisory authority of consumer credit agreements under the Consumer Credit Act 1974. Their address is 12 Endeavour Square, London E20 1JN.

#### 20. Other things you should know

The sections called Credit Limit and Monthly Payments in Key Financial Information - and the sections called Interest Rate and Allocation of Payments in Other Financial Information, Key Information, Variation and Other Features - are part of this agreement too.

- Even if one thing in this agreement is found to be invalid or unenforceable, everything else still applies.
- We're not responsible for anything that's beyond our reasonable control (for example: a major systems failure, or a strike).
- Even if we don't enforce any of our rights straight away, that doesn't mean we can't later on.
- We can accept late payments, part-payments or cheques and money orders marked 'payment in full' - or something similar - without losing any of our rights.
- We have the right to transfer our rights and responsibilities - including your debt - at any time, as long as it doesn't affect your rights (for example: if we sell our business to another business).
- Anything we've written in the singular includes the plural - and vice versa (so 'card' includes 'cards', for instance).
- None of the section headings in this agreement affect the meaning of the terms in the section.
- This agreement is between you and us. No one else has the legal right to enforce any of the terms under the Contracts (Rights Of Third Parties) Act 1999.
- You have the right to ask us for a copy of this agreement at any time.

#### 21. Definitions

##### Account

A credit card account opened by us in your name.

##### Additional Cardholder

Anyone else on your account that you ask us to give a card to, provided we approve them.

##### Balance transfer

To transfer money to your account from another financial institution in the UK.

##### Base Rate

How much the Bank of England charge to lend money to commercial banks. The rate sets the benchmark for how much those banks charge their customers. If it sets a range of lending rates, the lowest lending rate will be the Base Rate.

##### Business day

Monday to Friday, 9am-4:30pm UK time (except public holidays).

##### Capital One Group

Us, our ultimate holding company and any of its subsidiaries.

##### Card

Includes your card, any of your additional cardholders' cards, and any other ways of paying we may give you.

##### Cardholder/You and Your

The person who entered into the agreement with us.

##### Cash withdrawal (or withdraw cash)

Any cash that you or your additional cardholders take out from a cash machine.

##### Cash-like transactions

These transactions include:

- taking out foreign currency, travellers' cheques, money orders
- making a payment to open an account
- gambling where permitted, and some transactions within gambling establishments
- buying digital currencies including cryptocurrencies.

For these kinds of transactions, you'll be charged the cash withdrawal handling fee. Interest will be charged from the date the money leaves your account until you repay it.

##### Charges

Our charges, as set out in Key Information and the Charges section.

##### Margin

How much interest we charge above the Bank of England 'Base Rate'.

##### Non-Sterling Transaction Fee

A charge that we apply when there is a currency conversion involved in a transaction you've made (when you pay in a currency other than British Pounds Sterling).

##### Outstanding balance

Any money you owe us (including what you've spent, interest, fees, charges and expenses).

##### Partner

A company, or group of companies, who we work with to provide your card.

##### Payment scheme exchange rate

The exchange rate set by Mastercard or Visa (depending on which card you have) to convert a transaction in a foreign currency to British Pounds Sterling on the day your transaction is processed.

##### PIN

Personal Identification Number - the four digit code we may give you (or you choose yourself) to authorise payments and withdraw cash.

##### Promotional interest rate

A special interest rate that you get for a set time. It'll be better than the usual rate.

##### Promotional transaction

A transaction that qualifies for a special interest rate or special terms.

##### Purchases

Anything you or your additional cardholders pay for with your card or other ways of paying - goods, services, subscriptions, insurance premiums (and so on). But not cash withdrawals or cash-like transactions.

##### Recurring transactions

Regular transactions you or an additional cardholder agree to keep making to a third party until you tell us to stop. Unlike Direct Debits, they aren't protected by the Direct Debit Guarantee.

##### Standard balance transfers rate

Our normal interest rate for balance transfers.

##### Standard cash withdrawals rate

Our normal interest rate for cash withdrawals or cash-like transactions.

##### Standard interest rate

Our normal interest rate for purchases, balance transfers, cash withdrawals or cash-like transactions.

##### Standard purchases rate

Our normal interest rate for purchases.

##### Statement

A document that shows you your current credit limit, what you've spent where and when, and how much you need to pay us by when.

##### Statement period

The dates that your statement covers (for example: 10 May to 9 June). If we don't send you a statement, it's the period since the date we last calculated your monthly interest.

##### Transactions

Anything you do on your account - anything you buy, balance transfers, cash withdrawals and cash-like transactions.

##### We, us, our

Capital One (Europe) plc of Trent House, Station Street, Nottingham NG2 3HX.

##### Writing

Includes email, unless we say otherwise.

##### Your address

The contact address you've given us (if you forget to tell us you've moved, your old address will still count as 'your address').

#### 22. Governing law and language

This agreement and all communications in connection with it is written in English and governed by the law of England and Wales. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. But if you're a resident of Northern Ireland or Scotland, you can bring proceedings in Northern Ireland or Scotland.