

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between us Capital One Bank (Europe) plc of Trent House Station Street, Nottingham NG2 3PX and you, the Customer named above on the terms and conditions set out below and overleaf

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 Monthly payments are due by the date stated in the statement a date usually 26 days after the statement date

The monthly payment is an amount equal to at least 3.00% of the outstanding balance from time to time, shown in your statement or £5.00 whichever is greater

APR 12.9% APR variable (See assumptions under 'Total charge for credit' below)

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 28.45% p.a. (variable) from the date of purchase until repayment. 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 28.45% p.a. (variable), until repayment

Standard cash withdrawals rate an effective rate of 35.15% p.a. (variable) from the date of withdrawal until repayment

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 either 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 purchases rate, standard balance transfers rate or standard cash withdrawals rate whichever is applicable to each promotional transaction made on the account

Interest is calculated at Base Rate plus the applicable margin below, divided by 365 or 366, and multiplied by the total of the daily outstanding balances in the statement period. The Base Rate is that in force on the 7th day prior to the beginning of a statement period

The applicable margin for purchases is 24.80% (variable)

The applicable margin for balance transfers is 24.80% (variable)

The applicable margin for cash withdrawals is 30.00% (variable)

If you incur a default sum (see Key Information - Default Sums below) then interest will be calculated from the 29th day after you have been given a Notice of Default Sums until repayment. Any interest payable on the outstanding amount will be calculated at 25.30% p.a. (variable). Interest on default sums will be calculated on a simple basis

Interest is calculated from the date of the transaction or incurring of a fee, charge or expense, until the outstanding balance has been paid in full, 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 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)

Total charge for credit

To give you an example of the cost of borrowing at the time this agreement is made: if you borrowed up to your credit limit (or if we don't know your credit limit if you were to borrow £1500) repaid it over one year in twelve equal monthly instalments and were charged at the purchase rate, the total charge for credit is £202.43 made up of interest in the sum of £202.43

APR

In calculating the APR no account has been taken of any variation which may occur under the agreement of the rate or amount of any item entering into that calculation. Such a variation will occur (i) automatically if the Base Rate changes (where the rate is related to the Base Rate) or (ii) if we, at our discretion, for any valid reason, change the margin over Base Rate or add or change any charge or fee which was included in the total charge for credit. If there is a change of Base Rate, the new Base Rate will operate automatically with effect from the statement period which begins at least 7 days after the date of such change. We will give you at least 7 days' prior written notice of any decrease, and at least 30 days' prior written notice of any increase, in the margin over Base Rate or of any charge or fee. (See section 19)

Allocation of your payments

Unless you pay the outstanding balance in full we will allocate your payments under the agreement in the following category order:

- fees, charges and expenses
- interest
- Payment Protection Insurance
- transactions

The balances in each category will be repaid according to the interest rate that relates to them

- first (a) any promotional transactions made, and (b) any balances transferred during an initial period which have a separate interest rate for the life of the balance, where your payments will be allocated to balances which attract the lowest interest rate first,
- then standard rates where your payments will be allocated to balance transfers, then purchases, then cash withdrawals

We will always allocate your payments to any amounts which have already appeared on a statement before allocating your payments to any amounts subsequently applied to your account

KEY INFORMATION

Default Sums (all variable) (see sections 11 and 13)

Late or failure to pay default sum	£12.00
Returned payment default sum	£12.00
Overlimit default sum	£12.00
Returned credit card cheque default sum	£12.00

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

Other Charges (all variable)

See 'Current Amounts of Other Charges and Other Features' below and sections 11, 12, 13, 14 and 19 for other charges which may be payable under this agreement

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult

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:

- You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement
- If you received unsatisfactory goods or services paid for under this agreement apart from any bought with a cash loan, you may have a right to sue the supplier, us 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

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau

THEFT, LOSS OR MISUSE OF CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc as long as you confirm this in writing within seven days.

Form of Consent

I wish to purchase Optional Capital One Payment Protection Insurance

I understand that I am purchasing the product(s) ticked above on credit provided by you and that the terms relating to the credit for the products can be found at section 15 in this agreement

Your signature(s) _____

Note: Please indicate if you wish to purchase Optional Capital One Payment Protection Insurance by ticking the box and signing the Form of Consent above

Your information and marketing

Important: please read 'Use of your information' at section 1 which sets out how your information will be used. By signing this agreement, you agree that information about you may be used like this regardless of whether or not we enter into the agreement. One of the ways your information will be used is to contact you by post, telephone or electronic communications such as e-mail or text message to tell you about other products or services offered by Capital One or other companies. Your name, address and phone number may be given to those other companies for that purpose. If you do not wish to receive marketing information please tick this box

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

Credit Scoring

Capital One uses a technique known as 'credit scoring' in deciding whether to open an account in your name and if so, what credit limit you will be given. Capital One will also use this technique throughout the life of this agreement to assess your credit limit and the interest rate and other charges to be applied to your account - all of which may be varied

Current Amounts of Other Charges and Other Features

Cash withdrawal handling fee	3.00% of amount withdrawn, minimum £3.00
Foreign transaction fee	0.00% of transaction value
Balance transfer handling fee	3.00% 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 £0.00 payable annually in advance for each year or part of year

Terms and Conditions

This agreement is between you and us

1. Use of your information. You authorise us to search the files of any credit reference agency for processing your application, to help us manage your account and to enable us to carry out testing of our systems. The credit reference agencies will record details of our search and your application. The credit reference agencies will place a "footprint" on your credit file whether or not your application proceeds. If the search was for a credit application, the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future. The credit reference agencies will provide us with credit information such as previous applications and the conduct of accounts in your name, public information such as county court judgments and bankruptcies, electoral register information and fraud prevention information. Information held about you by the credit reference agencies may already be linked to records relating to one or more people with whom you have a financial association. For any searches we make you may be treated as linked to them and you will be assessed with reference to their records. Information that is supplied to us will be sent to the credit reference agencies and we may also add to your record with credit reference agencies details of how you conduct your account (including defaults).

Information given by you will be checked with fraud prevention agencies and if you have given false or inaccurate information and we suspect fraud we will record this. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies and we may also pass this information to financial and other organisations involved in fraud prevention to protect us, them and our respective customers from theft and fraud.

We and other organisations, including credit reference and fraud prevention agencies, may use and search the records of credit reference and fraud prevention agencies to prevent fraud and money laundering, for example, when

- checking details on applications for credit and credit related or other facilities,
- managing credit and credit related accounts or facilities,
- recovering debt,
- checking details on proposals and claims for all types of insurance,
- checking details of job applicants and employees

Fraud prevention agency records will also be shared with other organisations to manage insurance policies and help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household. The credit reference and fraud prevention agencies will also use the records for statistical analysis about credit and fraud.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998. Please write to us at the address below or phone us on 0845 234 0785* if you want details of the credit reference and fraud prevention agencies from whom we get and to whom we pass information about you. You have a legal right to access these details.

We may hold and process, by computer or otherwise, any information gained about you as a result of this agreement and any other agreements or applications you have made with or to us, including information obtained from the credit reference and fraud prevention agencies. We may also have received information about you from the electoral roll or mailing lists provided to us by third parties. We may use any of this information and release it within Capital One Bank (Europe) plc and the Capital One Group (including members of the Capital One Group based outside the EEA), for the following purposes

- to process and assess any application for credit or other financial services,
- to review your account for credit assessment purposes and to assess your credit limit and the interest rate and other charges we should apply to your account,
- running your account,
- marketing,
- to help us do research, statistical analysis or formulate credit policies,
- to carry out system testing and training,
- to help prevent crime, fraud or terrorism

We may contact you for any of these purposes by post, telephone and electronic communications such as text messages and e-mail to any e-mail address you have provided.

If you send us, our agents or sub-contractors (directly or with consent or indirectly) or we request and you then provide (directly or with consent or indirectly) sensitive personal data, such as about ill health, convictions or imprisonment, for a specific justified purpose such as to consider repayment difficulties, this will be deemed to be express and explicit consent to the use and processing by us, our agents or sub-contractors of that data for that purpose.

We will only release information about you outside the Capital One Group in the following circumstances (1) where we have your permission (2) if we are allowed to or have to by law, (3) to help prevent crime, fraud or terrorism, (4) to allow a licensed credit reference agency to help us and others to make credit decisions, (5) to any payment system under which your card is issued, (6) to enable sub-contractors, agents, or other companies (including those based outside the European Economic Area ("EEA")) who provide a service to us or

you to process data on our behalf under strict conditions of secrecy and security, (7) in relation to any actual or potential transfer, assignment or sale where we may transfer, assign or sell to another person or entity any of our rights, benefits and obligations under this agreement, including any debt you owe us, to enable that person or entity (including their advisors and insurers) to consider, prepare for or carry out such a transfer, assignment or sale, (8) to enable insurance companies to use information connected with insurance products that relate or might relate to your account (including for underwriting purposes, processing applications, handling claims and preventing fraud, which could include passing details to other insurers) - We may also use information we hold about you to contact you by post, telephone or electronic communications such as e-mail and text message to tell you about products, services or special promotions offered by us and by third parties (including other companies in the Capital One Group) which we believe may interest you. We may also sell, or otherwise provide details, of your name, address and phone number as part of a marketing list to third parties (including other companies in and outside the Capital One Group and companies with offices outside the EEA) so that they can give you details of products and services you may be interested in. If you do not want to receive marketing information from us or third parties please write to us at Capital One Bank, PO Box 5285, Nottingham NG2 3YN

We will make sure that any information released outside the EEA will have the same level of protection as in the EEA

You have a right to receive a copy of the information we hold about you if you ask us in writing. You will have to pay a fee for this. We may monitor or record telephone calls for security and staff training purposes

2. Issuing the card and making balance transfers. We will, subject to the terms of this agreement, open and maintain a credit card account ('account') in your name. We will open your account a few days before you get your card, which may mean the account terms including any rebate may start earlier. We will issue a card for you to use under this agreement and a card for each extra cardholder you nominate. Cards may only be used while they are valid (that is, within the period printed on the cards)

Balance transfers are subject to our prior approval. We will debit to the account the amount of any balance (in the minimum sum of £50), which you, but not an extra cardholder, ask us to transfer to the account from another financial institution in the United Kingdom ('balance transfer'), the amount of any transactions and the amount of any interest, fees, costs, charges and expenses you must pay us under this agreement. If you make a balance transfer, you must continue paying any difference between the amount we have transferred on your behalf to the account of the other financial institution and the balance of that account. You are responsible for closing that other institution's account as and when you choose to do so

3 Extra cardholders If you ask us, we may agree to issue a card and PIN to extra cardholders for them to use with your account. We may also give an extra cardholder credit card cheques. You must make sure that each extra cardholder uses the card, credit card cheques and PIN in accordance with the terms of this agreement. You will be responsible for compliance by extra cardholders with the terms of this agreement and for all transactions extra cardholders make and all amounts incurred by extra cardholders even if they break the conditions of this agreement

4. Credit limit We will determine the credit limit from time to time under this agreement and tell it to you in writing. Your credit limit and the amount of credit you have left are shown in your statement. You and any extra cardholder can use the card, account or credit card cheques to make purchases or cash withdrawals and you, but not the extra cardholder, to make balance transfers which, added together and inclusive of interest and all other fees, charges and expenses, do not exceed your credit limit. If you go over your credit limit, you (and any extra cardholder) must not use the card or credit card cheques and you must immediately pay us enough to bring the outstanding balance within the credit limit

5. Protecting your card. You must sign your card as soon as you receive it. You must also make sure that any extra cardholders sign their cards as soon as they receive them. You must keep your card and credit card cheques safe and follow any other instructions we give you about using them and keeping them safe. You must make sure any extra cardholder does the same. You must not allow the card or credit card cheques to be used by anyone other than the person whose name appears on the card or credit card cheques. You must make sure that you and any extra cardholders only reveal the number on the card to make purchases or cash withdrawals, to a card protection scheme we authorise, or to report a card as lost or stolen. You are responsible for all use made of the cards and for their safekeeping

6. Personal identification number and password ('PIN'). We will give you and each extra cardholder an individual PIN to use with your account. The PIN will be needed to authorise transactions instead of a signature in retailer outlets with a card containing a CHIP. The PIN can also be used to withdraw cash from an automated teller machine or cash machine ('ATM'). You may change the PIN to a four digit number of your choice, except for an unsafe number (e.g. 1111 or 1234 or your date of birth), by using an ATM machine. Your extra cardholders may also choose to change their own PIN numbers but not to an unsafe number. All PIN numbers will be sent to your address. You should also choose a password for use with your account on the internet. Only you, and not the extra cardholders, can use the password. We may change the PIN at any time for security reasons

You must keep the PIN and password secret at all times. You must make sure that any extra cardholders also keep their PIN secret at all times. The PIN or password must not be given to anyone else (even our own staff or retailers). The PIN should be memorised when received and the notification slip destroyed. No record of the

PIN or password should be kept on, or with, the card. If a record of the PIN or password needs to be kept, it must be disguised.

7. Using the card and credit card cheques. Only the person named on the card or credit card cheques can use them to make purchases or cash withdrawals and only you, but not the extra cardholder, to make balance transfers, wherever the card or credit card cheques are accepted. We will not be responsible if a retailer refuses to accept the card or credit card cheques as payment for any products or services, or if a bank, building society or ATM will not allow you to make a cash withdrawal or for any circumstances affecting the use of the card, credit card cheques, PIN or password where these circumstances are not within our direct control. We will only make a refund to your account if the retailer is liable to make a refund and we receive a refund voucher or other appropriate notice from the retailer. This will not affect your legal rights. Please see the notice "Important - Read this carefully to find out about your rights".

From time to time we may provide credit card cheques for use with your account. We own all the cards and credit card cheques that we issue and you must return them to us or our authorised agent if we ask for them. Where you or an extra cardholder use a card or credit card cheque or you make a balance transfer (with our prior consent) before any cancellation period under this agreement has expired, you request us to lend such monies to you by advancing them to you or on your behalf, even though you may subsequently cancel the agreement.

Credit card cheques may be used for any purpose permitted by this agreement. However, when we issue credit card cheques we will notify you whether they are to be charged as purchases, balance transfers or cash withdrawals. You may only write credit card cheques for an amount in Sterling.

If you break this agreement repeatedly or in a serious way or if we reasonably suspect that a credit card cheque has been used fraudulently, we may decline to honour any credit card cheque. You must not use credit card cheques to make a payment to any Capital One account, or to pay any other amount due to us. You may ask us to stop processing a credit card cheque provided it has not already been debited to your account. Where we accept your instructions to make a payment we will take all reasonable steps to ensure that the amount of the relevant payment is credited to the destination bank, building society or other payment service provider by the end of the

(a) fourth business day following our acceptance of your instructions where they are provided via paper means, or (b) third business day following our acceptance of your instructions in other cases.

Where your instructions are received after 5.00pm GMT they will (if accepted) be deemed accepted at 9.00am on the next following business day.

8. Monthly payment. You must pay the outstanding balance by paying to us at least the monthly payment by the date stated in the statement. The method of calculating the monthly payment is stated in the "Monthly Payments" section of "Key Financial Information". Prompt payment is essential. In addition, you must immediately pay any amount borrowed under this agreement in excess of your credit limit or which is overdue and the amount of any transaction made in breach of this agreement. You must pay us the amount of each transaction made by you or by the extra cardholder. You must also pay any interest and any other fees, costs, charges and expenses due to us under this agreement. You must make payments in Sterling by delivering or sending them to us at the address shown on your statement. Unless you have a legal right to do so, you must not withhold payments you owe us. Where you have failed to make any payments due under your agreement or your account is over its credit limit, Capital One is entitled to set off and credit to your account any sums due to you equal to the amount by which your account is overdue or in excess of its credit limit.

9. Statements. We will produce a statement for each month which will also state the payment due date for so long as there is an outstanding balance on the account and provided the outstanding balance has not become immediately payable following service of a default notice. The statement will show all transactions debited to your account and payments you have made since your last statement. The statement could include transactions which were applied to your account in a previous calendar month. The statement will also tell you the total amount outstanding on your account on the statement date. We may select any date each month as the statement date or, if in a particular month that date is not a processing day when we produce statements, a processing day in another month.

10. Prepayment. You can pay more than the minimum payment shown on your statement. If you do this, we may in our discretion allow you to make a reduced or no minimum payment for up to three of the following consecutive months. Interest will continue to accrue to your account during this period. We will tell you in advance if we are willing to allow you to do this on a particular occasion.

11. Financial particulars. The sections relating to 'Monthly Payments' in 'Key Financial Information', 'Interest Rate' and 'Allocation of your Payments' in 'Other Financial Information', the section 'Key Information' (other than statements of protection and remedies) and the 'Current Amounts of Other Charges and Other Features' form part of the terms of this agreement. Interest at the applicable standard interest rate stated in the 'Other Financial Information' section, as varied from time to time, or at the promotional interest rate that we tell you about under section 12 of this agreement will be charged both before and after any judgment we may obtain against you, until we receive payment of the outstanding balance in full. Interest is applied to your account on each statement date. Where no statement is issued we will notify you in writing of the monthly date on which interest will be applied. We may impose charges (such as an annual fee or fee for any priority processing service). Any of these charges that apply at the date of your agreement are set out under "Total Charge for

Credit" in "Other Financial Information" and in "Current Amounts of Other Charges and Other Features" The current amount of such charges, if introduced or varied as set out in section 19, are in "Current Amounts of Other Charges and Other Features"

12. Promotional transactions. We may, at our discretion, from time to time charge a promotional interest rate in respect of purchases, balance transfers or cash withdrawals, or apply other preferential fees or other terms on promotional transactions. We will tell you, prior to you making the promotional transaction, about any such promotional interest rates, the period in which transactions must be made in order to qualify as promotional transactions, any fees or other preferential terms that apply to the promotional transactions, and the period for which such preferential terms and interest rates apply

13. Other charges and default sums. You must pay to us the 'Other Charges' and 'Default Sums' referred to in the 'Key Information' (as varied from time to time) and in our tariff of charges from time to time in force, as notified to you in writing from time to time. A cash withdrawal handling fee which is a percentage of the transaction (with a minimum amount) is payable on cash withdrawals. The current amount is shown in 'Current Amounts of Other Charges and Other Features'. All charges may be varied as set out in section 19. We may require you to pay our reasonable charges for the following:

- (a) Late or failure to pay default sum: a charge if we do not receive your minimum payment by the due date shown on your statement
- (b) Returned payment default sum: a charge if a cheque, credit card cheque, Direct Debit instruction or other method of payment is not honoured
- (c) Overlimit default sum: a charge for each statement period during which the outstanding balance is over your credit limit by £1 or more
- (d) Returned credit card cheque default sum: a charge for any credit card cheque we return unpaid for any valid reason
- (e) Administration charges: we may charge you for dealing with any special requests you make, including if you ask us

- for information under the Data Protection Act 1998 where we are entitled to charge,
- to make a payment to your account through any express payment service, or
- to stop processing a credit card cheque

You must pay to us all reasonable costs and expenses we incur in collecting any amount you owe us under this agreement, including tracing you where you have not informed us of a change of address, trying to retrieve any cards and credit card cheques, placing your account on a restricted list or for any other reason where you have failed to meet the terms of this agreement.

Charges will be debited to the account when they are incurred and will form part of the outstanding balance.

14. Foreign transactions. Should you or an extra cardholder use your card to make a purchase or a cash withdrawal in a foreign currency, the transaction will be converted into Sterling at the relevant date and at the relevant exchange rate set by Visa or MasterCard (as appropriate). The relevant rates will be identifiable from your monthly statement or the Visa or MasterCard website. We will charge a foreign transaction fee, as shown in the 'Key Information' and 'Current Amounts of Other Charges and Other Features'. Other fees may also apply depending on the type of transaction.

15. Optional Capital One Payment Protection Insurance. If you purchase optional Capital One Payment Protection Insurance you authorise us to pay the insurance premiums to the insurers in the way they ask us to pay it. Unless we expressly state otherwise in this agreement all payments of insurance premiums are regarded as purchases. When you authorise us to arrange payment protection insurance, you agree that the insurers will settle valid claims by making payment direct to us so that we can credit your account. We will use the payment to clear all or as many as possible of your liabilities to us under this agreement.

16. Default. If (i) you do not pay at least the monthly payment on time, or (ii) you go over the credit limit on your account, or (iii) you break any of the other conditions of this agreement, or (iv) you made any statement when applying for this agreement which is false or misleading in a material respect, or (v) you die, or (vi) a bankruptcy petition is presented against you, or (vii) you make arrangements with your creditors for a compromise about how much you will pay them (sometimes known as a 'voluntary arrangement' or a 'compromise with creditors'), then if any such breach is irremediable or material or has been persistently committed by you, subject to sending you a default notice, we may close your account and demand immediate payment of the outstanding balance. We will give you at least one month's notice to put right any remediable breach. In addition to our other rights under this agreement, we may at any time restrict or defer your right to borrow further amounts under this agreement and take such steps as are necessary to make the restriction or deferment effective. We will normally only do so if we consider the repayment of the outstanding balance to be in jeopardy. We will notify you of our action as soon as possible.

17. Lost or stolen cards and PIN. If any cards or credit card cheques are lost or stolen or if any PIN or password becomes known to any unauthorised person or you think someone else is using them without your permission, you must immediately tell us by telephoning us on 0800 952 5267, International +44 115 993 8002. You must also confirm this in writing as soon as possible (and in any event within 7 days) to Capital One Bank Card Services, PO Box 5282, Nottingham NG2 3YJ.

You must help us to get the cards or credit card cheques back by giving us all information you have about their loss or theft (including telling us if the PIN might have been revealed to an unauthorised person). You

must tell the police about the loss or theft if we ask you to. We may provide the police with any information and take any other steps that we think are relevant in connection with the loss, theft or misuse of your cards or credit card cheques. If you find the cards or credit card cheques after you tell us they have been lost or stolen, you must not use them but must immediately return them to us in the condition stated below. If your card or credit card cheques are lost or stolen, any extra cardholders must not use their cards or credit card cheques but must immediately return them to us in the condition stated below. If a PIN has, or is suspected to have, been revealed to an unauthorised person, you and any extra cardholders must not use the cards or credit card cheques, but must immediately return them to us in the condition stated below.

The condition referred to is that all cards are cut in half through the signature box and magnetic strip and also (if the card has a CHIP) through that part of the card that contains the CHIP and all credit card cheques must be cut in half.

Your maximum liability will be £50 for any losses arising from the use of any card, PIN or password by any unauthorised person before you notify us. You will not be liable in any amount if someone, not acting or to be treated as acting as your agent, and without your prior knowledge or consent, carried out a fraudulent transaction where the cardholder does not need to be present (for example, on the Internet, by phone or mail order). However, you will be liable for all losses to us arising out of the use of any card, PIN or password by any person who obtained the same with your or an extra cardholder's consent.

18. Notices and address. We will send all notices, information and statements to your address shown in this agreement or your address last known to us. You must tell us immediately in writing if your address changes or if you change your name or if any extra cardholder changes his or her name. Where you have provided us with an e-mail address, we may contact you by e-mail in relation to your application, the running of your account or to inform you about associated services. Where permitted, we may also contact you by e-mail to tell you about other products offered by us and third parties.

You may request us to communicate with you by a particular electronic form and furnish us with an electronic address for such purpose. If we are able to do so we will send you notices, statements and other documents (except for any enforcement, default or termination notice) in that form, to such address.

19. Variation. We may from time to time change your credit limit. You may request us at any time to consider an increase or decrease of your credit limit. 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. In addition to variations expressly provided for by this agreement, we may, for any valid reason which we will notify to you, 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 any other term of this agreement or the services provided under it. Examples of why we may make the above changes include, but are not limited to - (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 20.

20. Closing your account. You have a right to cancel this agreement within 14 days of the day after it is made, by sending written notice to us at Capital One Bank (Europe) plc, Trent House, Station Street, Nottingham, NG2 3HX. If you cancel your agreement you must repay, within 30 days of cancellation, any money we have lent to you and return all cards and credit card cheques to us in the condition set out in section 17. Provided you repay all the money we have lent to you within 30 days of cancellation you will not have to pay interest or other charges. If you do not repay all the money we have lent to you within 30 days of cancellation you will have to pay interest on it at the relevant interest rate in the agreement. If you do not cancel your agreement it will continue until it is ended in accordance with section 16 or 21. If you want to close your account and end your agreement at any other time you can do so by writing to us and enclosing all cards and credit card cheques in the condition set out in section 17. You must then pay us the outstanding balance immediately. If someone else is authorised to use your account and you no longer want that person to use it, you must let us know in writing. If he or she has a card or credit card cheques, you must return them, in the condition set out in section 17, with your written notice. If you cannot return the card or credit card cheques, tell us and we will close the account and both you and any extra cardholder can apply for a new account. If we close the account, you will have to pay us the outstanding balance immediately. You may be able to limit the amount of your further indebtedness to us by having your account put on a restricted list to help prevent unauthorised spending.

21. Ending your agreement. As well as our rights under section 16, we can close your account in exceptional circumstances (that is, where we have a valid reason which we will notify to you) by giving you at least 7 days'

written notice You must then pay to us the outstanding balance immediately and return all cards and credit card cheques in the condition set out in section 17

22. General.

(a) If any condition of this agreement is found to be invalid or unenforceable, it will not affect any other condition (b) We will not be liable if we are unable to meet our responsibilities under this agreement because of a problem with a computer system or ATM beyond our reasonable control or because of an industrial dispute or any other circumstance whatever beyond our reasonable control (c) Any delay in enforcing our rights under this agreement shall not affect our rights We may also accept late payments or partial payments, or cheques and money orders marked 'payment in full' or something similar, without losing any of our rights under this agreement (d) We may transfer our rights and benefits and our obligations under this agreement, including any debt you owe to us, at any time, without telling you first, provided that this does not detrimentally affect your rights and obligations under this agreement (e) All email communications received through the online secure messaging service, will be opened within two working days and once opened will be considered as received, provided they are readable by us (f) If for any reason you do not receive a statement, you should telephone us on 08458 400 400 for the relevant information, including the amount of your minimum monthly payment We will also send you a copy of the missing statement

23. Definitions. In this agreement the words 'we', 'us' and 'our' mean Capital One Bank (Europe) plc of 350 Euston Road, London, NW1 3JJ, including our successors and assigns, 'card' means any credit card we issue under this agreement to you or to any extra cardholder, cardholder', 'you' and 'your' mean the person who entered into this agreement with us, 'Base Rate' means the base lending rate of the UK clearing banks (The Bank of England sets the base rate If the Bank of England sets a range of lending rates, the lowest lending rate will be the base rate), 'Capital One Group' means us, our ultimate holding company and any company which is a subsidiary of our ultimate holding company, 'cash withdrawal' means a withdrawal of cash made by you or any cardholder and also means any transaction made where you or any cardholder obtain foreign currency, travellers' cheques and/or money orders, make an electronic money transfer (excluding balance transfers), make a payment to open a deposit account, carry out a transaction where payment is made to an establishment that is identifiable as carrying on gambling and the purpose of the transaction is payment for gambling activity, 'charges' means the charges set out or referred to in section 13, 'credit card cheque' means any cheque we may provide from time to time for use by you or an extra cardholder in connection with your account, 'extra cardholder' means the person (if any) you nominate and we accept to receive a card under this agreement, 'margin' means the percentage over Base Rate at which interest is calculated, 'outstanding balance' means the outstanding balance from time to time under this agreement including, but not limited to, the amounts of any transactions and any interest and other fees, charges and expenses that have become owing under this agreement, whether or not debited to the account, 'promotional interest rate' means the interest rate applicable to promotional transactions which will be equal to or lower than the standard interest rate applicable to the category of transaction(s) which is the subject of the promotional transaction offer, 'promotional transaction' means a balance transfer, purchase or cash withdrawal which benefits from a preferential rate of interest or other preferential terms which we tell you about under section 12 of this agreement, 'purchases' means any products, services and insurance premiums paid for by you or an extra cardholder using the card, account or credit card cheques (other than cash withdrawals), 'standard balance transfers rate' means the interest rate applicable to balance transfers which do not benefit from a promotional interest rate, 'standard cash withdrawals rate' means the interest rate applicable to cash withdrawals which do not benefit from a promotional interest rate, 'standard interest rate' means the standard purchases rate, standard balance transfers rate and/or the standard cash withdrawals rate as set out in the 'Other Financial Information' section of this agreement, 'standard purchases rate' means the interest rate applicable to purchases which do not benefit from a promotional interest rate, 'statement' means the statement referred to in section 9, 'statement period' means the period to which the statement relates or, if no statement is issued, the period since the last date for calculation of monthly interest, 'transactions' means balance transfers, purchases and cash withdrawals made with the card, the account or credit card cheques, which may or may not be a promotional transaction, 'writing' includes email where you have requested, or we are permitted by law, to communicate with you by email, 'your address' means your address referred to in section 18, words in the singular shall include the plural and the reverse, headings shall not affect the meaning of any provision

24. Governing law. This agreement is governed by English law

Complaints

Details of our complaints procedure can be obtained by writing to the following address The Manager, Executive Office, Capital One Bank (Europe) plc, PO Box 5281, Nottingham NG2 3HX

Other formats of your agreement

If you would like this agreement in a different format (eg large print or Braille), then please call customer services on 08458 400 400 *

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