

**The Red Ribbon Visa card : Platinum Plus : help us double the donations ...  
the Red Ribbon Visa card is issued by MBNA Europe Bank Limited.**

**Contributors**

MBNA Corporation

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APPLICATION FORM

CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974



The Red Ribbon Visa Card

PLATINUM PLUS

help us double the donations



**1.9% p.a.**

FOR BALANCE TRANSFERS GUARANTEED FOR SIX MONTHS FROM THE DATE YOUR ACCOUNT IS OPENED

**14.9% APR**

(VARIABLE)



**FREE SEKONDA WATCH** (SEE INSIDE FOR MORE DETAILS)



# For Superb Savings

## Attractive rate for Balance Transfers

Look no further – the Red Ribbon Platinum Plus Visa Card offers you a competitive **1.9% p.a.** for Balance Transfers, guaranteed for six months from the date your account is opened.

## A competitive **14.9% APR (variable)**

## No Annual Fee

Many of our competitors may be happy to charge you for the privilege of using their cards, we beg to differ. With the Red Ribbon Platinum Plus Visa Card, there is no annual fee to pay.

## See If You Could Save up to **£567!**

Once your account is open, simply transfer the balances from other credit cards\* and store cards by calling our Customer Satisfaction Representatives at any time, seven days a week. You could save up to **£567!** – see comparison table below.

## Up to **59 Days Interest Free** on retail purchases when you pay your monthly balance in full and on time each month.

## Transfer your balances

and you could save up to **£567!**

Credit Cards	Monthly Interest rate	YOUR BALANCE		
		£1,000	£3,000	£5,000
Bank of Scotland Platinum MasterCard	<b>1.313%</b>	£79	£236	£394
HSBC Platinum Credit Card	<b>1.167%</b>	£70	£210	£350
FraserCard	<b>2.05%</b>	£123	£369	£615
<b>Red Ribbon Platinum Plus Visa Card</b>	<b>0.1610%</b>	£10	£29	£48
<b>You could save up to:</b>		<b>£113</b>	<b>£340</b>	<b>£567</b>

This chart indicates interest savings the Customer could make over six months by making a Balance Transfer to an MBNA account at the promotional rate of **1.9% p.a.** It is assumed that the average balance remains constant over six months and that the minimum payment is made each month. All figures are for illustration purposes only and assume that repayment is not made by direct debit. Other than MBNA, interest rates shown assume the Customer is not in an initial or other promotional period. Different cards have different bases on and dates from which interest is calculated. The amounts charged shown in the table are, where appropriate, fee inclusive, and assume that the holder only has the one card referred to and is not a student. For full details of MBNA interest rates and payment requirements see the enclosed Terms & Conditions. Balances cannot be transferred from another MBNA account at the promotional rate. Written quotations available on request. Credit is available, subject to status, only to UK residents aged 18 or over. Some telephone calls will be monitored and/or recorded. **All competitive data was correct as at 01/02/02.** (Source Moneyfacts.) The Red Ribbon Visa Card is issued by MBNA Europe Bank Limited, Chester Business Park, Wrexham Road, Chester CH4 9QQ.

\*Balances cannot be transferred from another MBNA account at the promotional rate.



To receive your  
**FREE Sekonda Men's Watch** simply  
return the Priority Request Form enclosed  
to reach us by 1 September 2002.




And if your application is approved, just  
call MBNA to activate your card, and  
you'll receive your gift within 28 days†.

**FREE**  
**Sekonda Watch**  
With a RRP of £44.99\*\*



## Help us find a cure

NAT (National AIDS Trust) is the UK's leading AIDS advocacy organisation which strives to ensure that the people in power take action on HIV both here in the UK and globally. We challenge the discrimination that people living with the virus face every day and support vital research to find an AIDS vaccine.

-  60 million people have been infected by HIV worldwide
-  In 2000, the UK saw the highest number of HIV diagnoses ever recorded
-  So far, the Red Ribbon Visa Card has raised more than £173,000 to help fund our work

The money raised from the Red Ribbon Platinum Plus Visa Card is vital to us in protecting human rights of people living with HIV/AIDS and with no annual fee and attractive rates, it's a great deal for you.

†In order to ensure that your gift is delivered to your satisfaction, we will need to pass on your name and address details to the organisation that will be dispatching your gift on our behalf. This offer is subject to availability, while stocks last. MBNA reserve the right to offer an alternative model of equal or greater value. \*\*Price correct as at 13/11/01.



# CREDIT AGREEMENT regulated by the CONSUMER CREDIT ACT 1974

## TERMS & CONDITIONS of the MBNA Credit Card and Credit Card Cheques



This leaflet contains a full set of the Terms & Conditions of the MBNA Credit Card and Credit Card Cheques referred to on the back of your application. Details of MBNA's Payment Protection Cover are also enclosed.  
**MBNA Europe Bank Limited, Stansfield House, Chester Business Park, Wrexham Road, Chester CH4 9QQ.**  
 Registered in England number 2783251.

### IMPORTANT - YOU SHOULD READ THIS CAREFULLY - YOUR RIGHTS

The Consumer Credit Act 1974 covers this Agreement and lays down certain requirements for your protection which must be satisfied when the Agreement is made. If they are not, the Bank cannot enforce the Agreement against you without a court order.  
 The Act also gives you a number of rights. You have a right to settle this Agreement at any time by giving notice in writing and paying off all amounts payable under the Agreement. If you have obtained unsatisfactory goods or services under a Transaction financed by this Agreement, apart from any purchased out of a cash loan, you may have a right to sue the supplier, the Bank or both. Similarly, if the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.  
 If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

### LOSS OR MISUSE OF CREDIT CARD

If the credit card is lost, stolen or misused by someone who obtained it without your consent, you may be liable for up to £0 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable for losses to the Bank which take place after you have told it of the theft, etc.

### 1. FINANCIAL AND RELATED PARTICULARS

- 1.1** We will from time to time choose the credit limit and notify you of this.
- 1.2** We will choose the first statement date. Later statement dates will fall approximately one month apart. If you ask, we may change the statement date.
- 1.3** By the payment due date shown on the relevant statement, you must make at least the minimum payment shown on the statement, unless we allow a payment holiday under condition 2.4.
- 1.4** The minimum payment shown on the statement will be:
- the lesser of:
    - 2.25% of the Account balance as shown on the statement (subject to a minimum of £5); or
    - the total sum of all of the following: charges for Payment Protection Cover, interest charged on the statement, Fees, plus £5; or
    - the Account balance as shown on the statement if less than £5, except as mentioned in conditions 2.4, 3.5 and 3.6.
- 1.5** We will charge interest on the outstanding amount of:
- any Retail Transaction at 1.1678% monthly, except as mentioned in condition 2.1;
  - any Cash Transaction, Cheque Transaction or any Balance Transfer:
    - if made during the period of six months starting on the date of opening the Account, at 0.1601% monthly during that period, and then at 1.1678% monthly; and
    - in any other case, at 1.1678% monthly; and
  - any charge under condition 13.1 at 1.1678% monthly.
- 1.6** We will charge a handling charge for a Cash Transaction and/or a Cheque Transaction of 1.5% of the amount of the Cash Transaction or Cheque Transaction, minimum £2, maximum £25.
- 1.7** This table shows how the interest rate depends on the type of Transaction, when interest is charged, and the credit limit.

	Cash Advances					
	Retail Transaction at any time	Balance Transfer first six months	Balance Transfer after six months	Cash or Cheque Transaction first six months (including handling charge)	Cash or Cheque Transaction after six months (including handling charge)	
Credit limit	APR	% p.a.	APR	% p.a.	APR	
£1,000	14.9%	1.9%	14.9%	3.5%	16.7%	
£3,000	14.9%	1.9%	14.9%	2.8%	15.9%	
£5,000	14.9%	1.9%	14.9%	2.5%	15.5%	

**1.8** The interest rate does not take into account any of the following alterations. We may from time to time: alter the interest rate on any item, alter any charge under this Agreement, and alter the basis on which any interest is charged or any charge under this Agreement is made, by such notice in writing to you as is required by law; except as mentioned in condition 1.11. Where this is required by law, we will at the earliest opportunity inform you of a valid reason for altering any charge.

**1.9** We may at any time reduce the interest rate on any item incurred during a promotional period by notice under condition 1.8. If we do this, we will charge interest on the outstanding amount of the item at the reduced rate during the promotional period, and then at the normal rate applying to the item. We may not remind you that the promotional period or reduced rate is about to end or has ended.

**1.10** We will charge interest on the outstanding amount of:

- any handling charge at the rate then applying to the relevant Cash Transaction or Cheque Transaction; and
- any interest at the rate then applying to the relevant Transaction or charge.

**1.11** For the period of six months starting on the date of opening the Account, we will not increase the interest rate on any Cash Transaction, Cheque Transaction, Balance Transfer or on any handling charge.

### 2. INTEREST CALCULATION

**2.1** We will not charge interest on the outstanding amount of a Retail Transaction shown on the latest statement, if the whole Account balance as shown on the previous and latest statements is paid by the payment due date on the relevant statement.

**2.2** We will charge interest on the outstanding amount of any Retail Transaction (except as mentioned in condition 2.1), Cash Transaction, Cheque Transaction, Balance Transfer, charges under condition 13.1, handling charges and interest starting on the Transaction date and ending on the date of full payment.

**2.3** We will charge interest on a daily basis both before and after any judgment.

**2.4** We may at any time allow you to omit all or part of a minimum payment during the payment holiday specified in a notice under condition 1.4. If we do this, we will charge interest as if no payment holiday had been allowed, and we will not extend the period within which payment must be made in order to avoid interest on Retail Transactions.

### 3. PAYMENTS

**3.1** You will be personally liable to pay us the amount of all Transactions and all interest and other charges due under this Agreement (except as mentioned in condition 10.5), even if:

- the Account balance exceeds the credit limit;
- the Card, Card number, Cheque or PIN is used in a way that is not authorised by this Agreement; or
- production, despatch or delivery of the statement is prevented or delayed.

**3.2** Any payment to us will take effect when it is credited to the Account.

**3.3** Any payment credited to the Account will be applied to Transactions shown on any statement with lower interest rates in each of the categories set down in (a) to (d) below, before Transactions shown on any statement with higher interest rates in each of the categories set down in (a) to (d) below, and in the order set down below:

- Fees;
- interest on Transactions and any charges under condition 13.1;
- the premium for optional Payment Protection Cover; and
- Transactions.

Any payment remaining will then be applied to Transactions not yet shown on any statement with lower interest rates before those with higher interest rates, in each of the categories set down in (a) to (d) above.

**3.4** You must not withhold or set off payment under this Agreement because of any dispute between a Cardholder and another person about a Transaction, unless you have a legal right to do this.

**3.5** You must pay us immediately:

- any amount by which the Account balance exceeds the credit limit;
- the amount of any Transaction made in breach of this Agreement; and
- the amount of any arrears under this Agreement.

**3.6** All amounts outstanding under this Agreement will be payable on demand if:

- this Agreement ends;
- you fail to make a payment in full on or before its due date;
- you commit any serious or repeated breach of this Agreement and, if the breach is irredeemable, it has not been remedied;
- a bankruptcy order is made against you, or you make a voluntary arrangement with your creditors; or
- you die.

**3.7** Before we demand payment under condition 3.6, we will carry out any procedures required by law. If we demand payment under condition 3.6, we will inform you immediately of our reason.

**3.8** All payments must be made in sterling.

### 4. AUTHORISED USERS

You may choose other persons to be Authorised Users or have an Authorised User removed from your Account. If you and any such person apply to us, we may issue a Card, Cheques and a PIN for use by that person. You must ensure that each Authorised User complies with these conditions. We may disclose to any Authorised User any information relating to the Account.

### 5. TELEPHONE CALLS

We may record and/or monitor telephone calls made between us and any Cardholder or other person.

### 6. CARE OF THE CARD

**6.1** You must make reasonable efforts to ensure that each Cardholder:

- signs the Card issued for their use immediately after receiving it;
- never allows another person to use the Card, Card number, Cheques or PIN, or sells another person the PIN;
- destroys the notice of the PIN promptly after receiving it and never writes the PIN down; and
- only discloses the Card number and any security details on your Account to the card (or to try to make) a Transaction.

### 7. USE

**7.1** The Card, Card number, Cheques and PIN must not be used:

- outside the validity period shown on the Card; or
- in a way that would result in the Account balance exceeding the credit limit.

**7.2** We may return a Cheque unpaid or refuse to authorise a Transaction if:

- the amount would or might result in the Account balance exceeding the credit limit;
- (in the case of refusing to authorise a Transaction) the relevant telephone, computer link or system is busy; or
- we reasonably believe that this action is necessary or desirable to enable us to comply with any requirement of the Payment System, law or good practice in the United Kingdom or elsewhere.

**7.3** When we decide whether an amount would or might result in the Account balance exceeding the credit limit, we may take into account the amount of:

- any Transaction made;
- any interest and other charges due; and
- any authorisation given for a prospective Transaction; even if the amount is not yet debited.

**7.4** A Retail Transaction, Cash Transaction or Balance Transfer cannot be stopped after it has been made.

**7.5** Cheques may only be drawn in sterling. The Account cannot be used to pay any amount owed to us.

**7.6** We may from time to time, for as long as this Agreement continues:

- renew a Card when it expires unless we choose not to do so and notify you of this;
- if you ask, replace a damaged Card;
- provide further Cheques; and
- replace a Card and/or change the Card number and/or change the PIN; except as mentioned in condition 16.2(b).

**7.7** We may from time to time issue a different type of Card from that requested, or replace a Card with a different type of Card (including a Card which operates under a different Payment System), if:

- you ask for a different type of Card which can be issued under this Agreement;
- you are not eligible for the type of Card that has been requested or issued;
- you are eligible for a different type of Card under this Agreement; or
- an organisation endorses the type of Card that has been issued, and our arrangements with that organisation have ended or are about to end.

**7.8** Cards and Cheques are our property.

### 8. DEBITS, CREDITS

**8.1** We will debit to the Account the amount of:

- any Transaction, after the Payment System has notified us of it;
- any interest due under this Agreement, on the statement date; and
- any other charge due under this Agreement, on the date that it becomes due.

**8.2** If a Retail Transaction or Cash Transaction is made in a currency other than sterling, the amount will be converted and debited to the Account in sterling. The sterling amount will be calculated by applying the exchange rate and commission. The exchange rate will be the rate which the Payment System charges to us. The exchange commission will be 2.75%. Exchange rates may fluctuate, and the exchange rate when the Transaction is made may differ from the exchange rate used for conversion. The exchange rate shown on the statement will reflect the commission.

**8.3** We will credit the amount of a refund for a Transaction after we have received satisfactory evidence that the refund is due.

### 9. STATEMENTS

**9.1** We will send to you one statement for each statement period in which there is a debit, credit or outstanding balance on the Account. We will normally send the statement within three working days after the statement date.

**9.2** We must check all statements. If any item in a statement seems wrong, you must notify us of this as soon as you can.

### 10. LOSS, THEFT OR MISUSE

**10.1** If:

- a Card or Cheque is lost or stolen or someone else finds out what the PIN is; or
- a Card, Card number, Cheque or PIN is for any other reason likely to be misused;

you must:

- notify us of this as soon as you can by telephoning on **0800 062 062** or from overseas +44 1244 672 111 reversing the charges if applicable (24 hour service);
- if we ask, confirm that notice within seven days in writing to MBNA Europe Bank Limited, PO Box 1004, Chester Business Park, Wrexham Road, Chester CH4 9WW; and
- cut the Card in half and return it to us as soon as you can, unless the notice only concerns a Cheque.

**10.2** The Card, Card number, PIN and Cheque must not be used after we receive notice under condition 10.1(b)(i).

**10.3** If you give notice under condition 10.1(b)(i) as soon as you can, you will not be liable to us for loss arising from any use of the Card, Card number or PIN by another person not authorised by you (and not treated as authorised by you), except as mentioned in conditions 10.4 and 10.5.

**10.4** You will be liable to us in full for loss arising from any use of a Card by a person who acquired possession of the Card with your consent.

**10.5** You will be liable to us in full if you or any Authorised User act dishonestly or with gross negligence.

**10.6** You must make reasonable efforts to ensure that each Cardholder whom we ask:

- gives us all information for which we may reasonably ask to help us recover our property and investigate the matter; and
- reports the matter to the police.

**10.7** We may disclose to the police any information which we reasonably believe may be relevant.

### 11. PERSONAL INFORMATION

**11.1** In this condition **Personal Information** means information:

- we obtain from you or already hold about you;
- we receive from enquiries we make in connection with any application to, or agreement with, us or any member of the MBNA Group;
- we receive from searches made by us or any member of the MBNA Group in your name with credit reference agencies, insurance claims registers or fraud prevention agencies;
- about any account or policy which you, or a member of your household, holds with or through us; and
- we receive from anyone permitted to give information about you to us or any member of the MBNA Group.

**11.2** We shall process and record Personal Information about you. We shall use a credit scoring or other automated decision-making system to process and record Personal Information. We will retain your Personal Information for only as long as is required by law. You have certain rights to receive a copy of the Personal Information which we hold about you, for which a fee will be payable. Please write to **Compliance Manager, MBNA Europe Bank Limited, Chester Business Park, Wrexham Road, Chester CH4 9WB**.

**11.3** We shall use Personal Information, including details of any Transactions on your Account to:

- assess applications for credit or other financial services from you, or another member of your household;
- manage accounts and policies and make decisions on questions arising under any application, agreement or correspondence which you may have with us;
- conduct, monitor and analyse our business;
- (unless you tell us that you prefer not to receive direct marketing) contact you about other products and services which we consider may be of interest to you. We may contact you by post, telephone or other means; and
- comply with any legal or regulatory requirement of us, or any member of the MBNA Group, in any country.

**11.4** In order to process, record and use Personal Information, we shall disclose it to any of the following:

- any person working for us (including any member of the MBNA Group), for any of the purposes in condition 11.3;
- (where you arrange insurance through us) that insurer;



# APPLICATION FORM

CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974.

Please complete all sections in ink and in block capitals.  
If you have any questions call us on FREEPHONE 0800 776 262.

## 1. PERSONAL DETAILS

Mr  Mrs  Miss  Ms  Other title

First name(s)  Other initials

Surname

Names previously used (e.g. Maiden name)

Current address

Postcode

Time at current address  years  months  
(If less than 3 years at the above address, please supply previous home address details.)

Address

Postcode

Time at previous address  years  months

Are you: A home owner  A tenant   
Living with parents  Other

Monthly payment mortgage/rent  £

Date of birth  day  month  year

Home tel. no. (incl. STD)

## 2. REQUEST YOUR CARD

Please accept my request for: (tick one box only)

Red Ribbon Standard Visa Card  HLA900824

Red Ribbon Platinum Plus Visa Card  HLA800825

## 3. EMPLOYMENT DETAILS

Are you: Employed  Self-employed  Retired  A graduate

Name of employer

(If self-employed state name of business. If retired state previous employment details.)

Business tel. no. (incl. STD)

Position

Time in present employment  years  months

Gross annual income (Salary/Pensions/Investments)  £

Total household income  £

## 4. ADDITIONAL CARDHOLDER - a free service

If you wish the Bank to issue a second card on your account for use by another person (e.g. your spouse), please complete this section.

Mr  Mrs  Miss  Ms  Other title

First name(s)  Other initials

Surname

Date of birth  day  month  year

### IMPORTANT - DATA PROTECTION - Additional Cardholder(s)

By signing this Agreement you agree that we may process, use, record and disclose Personal Information about you as described in Condition 11 in the Terms & Conditions. You agree that we may use Personal Information about you including details of any Transactions on your Account to contact you about other products and services.

If you do not wish to receive calls or e-mails from us about other products and services, please tick this box.

If you do not wish to receive mail from us about other products and services, please tick this box.

To improve the quality of our service, we will monitor or record some telephone calls.

Signature(s) of Additional Cardholder(s)

X

Date of Signature(s)  day  month  year

## 5. OTHER BORROWINGS

Issuer/Lender (e.g. MBNA Europe Bank)	Credit Limit	Approx. Outstanding Balance
MasterCard	£	£
Visa Card	£	£
Other cards	£	£
Other borrowings	£	£

## 6. YOUR BANK DETAILS

Sort code

Account number

Time with your own bank  years  months

For Your Security we will ask you the following before we discuss your account details over the phone.

Mother's maiden name

## 7. SAFEGUARD YOUR PAYMENTS

Safeguard your payments against life's unpredictable events with our Payment Protection Cover for just 68p per £100 of your statement balance. Payment Protection Cover is designed to protect your ability to make repayments to your MBNA credit card in the event that you are unable to work due to accident, sickness or involuntary unemployment. Valuable life cover, up to £15,000, is also included. We strongly recommend that you take out this cover.

For cover, just tick the Yes box, to confirm that you are eligible and have read and understand the terms and conditions.

Yes  No

## 8. PRINCIPAL CARDHOLDER'S REQUEST AND DECLARATION

### IMPORTANT - DATA PROTECTION

Before you sign this Agreement you must read Condition 11 in the Terms & Conditions provided.

You agree that we may process, use, record and disclose Personal Information as described in Condition 11. We will use a credit scoring or other automated decision-making system when assessing your application. You agree that we may make such enquiries as we consider necessary in connection with this or any future application to, or agreement with, us or any member of the MBNA Group.

You agree that we may disclose information about any of your applications or agreements to fraud prevention or credit reference agencies which will keep details of searches and information about any accounts, including defaults. Such information will be shared with other organisations. Information held about you by the credit reference agencies may already be linked to one or more people with whom you have a financial association. For the purposes of this application you may be treated as linked to them and your application will be assessed with reference to their records.

Please telephone us on Freephone 0800 062 062 if you want details of those credit reference and fraud prevention agencies from whom we obtain and with whom we record information about you. You have a legal right to these details.

You also have certain rights to receive a copy of the Personal Information which we hold about you, for which a fee will be payable. Please write to Compliance Manager, MBNA Europe Bank Limited, Chester Business Park, Wrexham Road, Chester CH4 9FB.

We shall disclose information about you and your Agreement to the organisation sponsoring this programme for the purposes of identifying other products and services which may be relevant and of calculating the amount of any reward offered by such organisation.

We may write to you or call you about any request, application or agreement.

We may use Personal Information about you including details of any Transactions on your Account to contact you about other products and services.

If you do not wish to receive calls or e-mails from us about other products and services, please tick this box.

If you do not wish to receive mail from us about other products and services, please tick this box.

To improve the quality of our service, we will monitor or record some telephone calls.

Please issue an MBNA Credit Card to me and, if applicable, to the person I have named as an Additional Cardholder. I confirm that the information given is true and complete. I have received a copy of and agree to be bound by the MBNA Credit Card Terms & Conditions and I understand that I am responsible for paying any balances due on my Credit Card Account. I understand that MBNA reserves the right to issue a Gold or a Standard Card which will have a lower credit limit.

### YOUR RIGHT TO CANCEL

Once you have signed this Agreement you will have for a short time a right to cancel it. Exact details of how and when you can do this will be sent to you by post.

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.

Signature of Customer

X

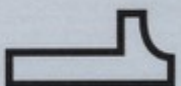
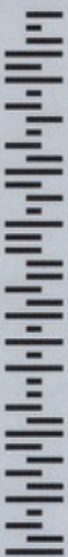
Date of signature  day  month  year

FOR OFFICE USE ONLY Please write clearly in the boxed areas. Only applications with your correct identification reference can be attributed to you.

Branch/Store ID  Sales Person ID



BUSINESS REPLY SERVICE  
LICENCE NO. NWW 4927A



MBNA Europe Bank Limited  
PO Box 6340  
Harlow  
ESSEX  
CM19 5GS

**FINANCIAL & RELATED CONDITIONS for the MBNA Credit Card and Credit Card Cheques**



Fold Here

**IMPORTANT - YOU SHOULD READ THIS CAREFULLY - YOUR RIGHTS**

The Consumer Credit Act 1974 covers this Agreement and lays down certain requirements for your protection which must be satisfied when the Agreement is made. If they are not, the Bank cannot enforce the Agreement against you without a court order. The Act also gives you a number of rights. You have a right to settle this Agreement at any time by giving notice in writing and paying off all amounts payable under the Agreement. If you have obtained unsatisfactory goods or services under a Transaction financed by this Agreement, apart from any purchased out of a cash loan, you may have a right to sue the supplier, the Bank or both. Similarly, if the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank. If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

**LOSS OR MISUSE OF CREDIT CARD**  
If the credit card is lost, stolen or misused by someone who obtained it without your consent, you may be liable for up to £50 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable for losses to the Bank which take place after you have told it of the theft, etc.

Set out below are Conditions 1 and 2 of the MBNA Credit Card Terms & Conditions. The other conditions referred to in these paragraphs and the applicable definitions can be found in the full Terms & Conditions enclosed.

- 1.1 We will from time to time choose the credit limit and notify you of this.
- 1.2 We will choose the first statement date. Later statement dates will fall approximately one month apart. If you ask, we may change the statement date.
- 1.3 By the payment due date shown on the relevant statement, you must make at least the minimum payment shown on the statement, unless we allow a payment holiday under condition 2.4.
- 1.4 The minimum payment shown on the statement will be:
- (a) the lesser of:
    - (i) 2.25% of the Account balance as shown on the statement (subject to a minimum of £5); or
    - (ii) the total sum of all of the following: charges for Payment Protection Cover, interest charged on the statement, Fees, plus £5; or
  - (b) the Account balance as shown on the statement if less than £5, except as mentioned in conditions 2.4, 3.5 and 3.6.
- 1.5 We will charge interest on the outstanding amount of:
- (a) any Retail Transaction at 1.678% monthly, except as mentioned in condition 2.1;
  - (b) any Cash Transaction, Cheque Transaction or any Balance Transfer:
    - (i) if made during the period of six months starting on the date of opening the Account, at 0.1610% monthly during that period, and then at 1.678% monthly; and
    - (ii) in any other case, at 1.678% monthly; and
  - (c) any charge under condition 13.1 at 1.678% monthly.
- 1.6 We will charge a handling charge for a Cash Transaction and/or a Cheque Transaction of 1.5% of the amount of the Cash Transaction or Cheque Transaction, minimum £2, maximum £25.

1.7 This table shows how the interest rate depends on the type of transaction, when interest is charged, and the credit limit.

Credit limit	Cash Advances			
	Retail Transaction at any time	Balance Transfer 1st 6 months	Balance Transfer after 6 months	Cash or Cheque Transaction (over 6 months) (including handling charge)
£1,000	14.9%	1.9%	14.9%	16.7%
£3,000	14.9%	1.9%	14.9%	15.9%
£5,000	14.9%	1.9%	14.9%	15.5%

- 1.8 The interest rate does not take into account any of the following alterations. We may from time to time, alter the interest rate on any item, alter any charge under this Agreement, and alter the basis on which any interest is charged or any charge under this Agreement is made, by such notice in writing to you as is required by law, except as mentioned in condition 1.11. Where this is required by law, we will at the earliest opportunity inform you of a valid reason for altering any charge.
- 1.9 We may at any time reduce the interest rate on any item incurred during a promotional period by notice under condition 1.8. If we do this, we will charge interest on the outstanding amount of the item at the reduced rate during the promotional period, and then at the normal rate applying to the item. We may not remind you that the promotional period or reduced rate is about to end or has ended.
- 1.10 We will charge interest on the outstanding amount of:

- (a) any handling charge at the rate then applying to the relevant Cash Transaction or Cheque Transaction; and
  - (b) any interest at the rate then applying to the relevant Transaction or charge.
- 1.11 For the period of six months starting on the date of opening the Account, we will not increase the interest rate on any Cash Transaction, Cheque Transaction, Balance Transfer or on any handling charge.
- 2.1 We will not charge interest on the outstanding amount of a Retail Transaction shown on the latest statement, if the whole Account balance as shown on the previous and latest statements is paid by the payment due date on the relevant statement.
- 2.2 We will charge interest on the outstanding amount of any Retail Transaction (except as mentioned in condition 2.1), Cash Transaction, Cheque Transaction, Balance Transfer, charges under condition 13.1, handling charges and interest starting on the Transaction date and ending on the date of full payment.
- 2.3 We will charge interest on a daily basis both before and after any judgment.
- 2.4 We may at any time allow you to omit all or part of a minimum payment during the payment holiday specified in a notice under condition 14. If we do this, we will charge interest as if no payment holiday had been allowed, and we will not extend the period within which payment must be made in order to avoid interest on Retail Transactions.



(e) any organisation which endorses any of our products which you hold;

(f) any guarantor of any agreement between you and us;  
(g) any relevant Payment System;  
(h) any person to whom we propose to transfer any of our rights and/or responsibilities under any agreement we may have with you; and  
(i) anyone to whom you authorise us to give Personal Information.

11.5 We shall disclose Personal Information about you to credit reference agencies and fraud prevention agencies as follows:

(a) We shall disclose Personal Information about you to credit reference agencies when we search their records about you. The credit reference agencies will record details of our searches. We will also disclose information to credit reference agencies about any account which you hold with us or any member of the MBNA Group, including information about any defaults.

(b) We shall also disclose Personal Information about you to fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, we will disclose this.

(c) The credit reference and fraud prevention agencies will share search details and account information with us and other organisations so that we and they might:

(i) assess applications for credit and related services and manage accounts and insurance policies with you or a member of your household;

(ii) check your identity to prevent money laundering, unless we or they are satisfied about your identity;

(iii) prevent, detect or prosecute fraud and other crime; and

(iv) recover and trace debts.

(d) The fraud prevention agency records will also be shared with other organisations to help make decisions on proposals for, and claims against, motor, household, credit, life and other insurance, for you and members of your household.

(e) During this Agreement we may make searches of credit reference and fraud prevention agencies' records to manage your Account with us, to take decisions regarding credit, including whether to make credit available or to continue or extend existing credit. The searches will not be seen or used by other lenders to assess your ability to obtain credit.

(f) The credit reference and fraud prevention agencies will also use Personal Information for statistical analysis about credit and insurance fraud.

Please telephone us on Freephone 0800 062 062 if you would like details of those credit reference and fraud prevention agencies from whom we obtain and with whom we record information about you. You have a legal right to these details.

11.6 In order to process, use, record and disclose Personal Information we shall transfer such information outside the United Kingdom to other countries including the United States of America. We are responsible for ensuring that Personal Information continues to be adequately protected during the course of any such transfer.

## 12. OPTIONAL PAYMENT PROTECTION COVER

12.1 If you cancel this Agreement, we will cancel any Payment Protection Cover which you have taken through us for this Agreement.

### 13. CHARGES FOR BREACH

13.1 We may charge (to cover our costs):

(a) £20 each time a payment has not credited on to your Account within one day after its due date;

(b) £20 each time a cheque, direct debit, an MBNA Credit Card Cheque or other item for payment under this Agreement is unpaid;

(c) £20 on each occasion that the Account balance exceeds the credit limit (after taking into account any items not yet shown on any statement); and

(d) if you do not keep to any of these conditions, ask us to provide any documentation, cause us to have to obtain any documentation, or cause us to accept payment from you other than by cheque, direct debit or payment over the counter at a bank; you may have to pay our administration charges which shall be notified to you at the time the action is taken and if applicable the amount of any other losses and reasonable costs incurred as a result of your breach of this Agreement. We will apply the charges in condition 13.1 to your Account. We may change the amount of our charges in condition 13.1(a), (b) and (c) from time to time and will notify you of this.

13.2 Any charge under condition 13.1 will be in addition to any interest and other charges due under this Agreement.

### 14. ALTERATIONS

14.1 We may make alterations under condition 1.8. We may also from time to time:

(a) introduce any charge; and

(b) after or introduce any other term of this Agreement;

by such notice in writing to you as is required by law.

### 15. ENDING THIS AGREEMENT

15.1 We may end this Agreement at any time:

(a) by giving reasonable notice in writing to you; or

(b) without notice if we have a valid reason. In this case, we will inform you immediately that we have ended this Agreement and of our reason.

15.2 Before we end this Agreement, we will carry out any procedures required by law. If we end this Agreement, you must cut all Cards and unused Cheques in half and return them to us as soon as you can.

15.3 You may end this Agreement at any time by giving notice of this to us, cutting all Cards and unused Cheques in half.

15.4 The Card, Card number, Cheques and PIN must not be used after this Agreement ends.

15.5 After this Agreement ends, you will still be personally liable to pay all amounts which are due (or may become due) to us under this Agreement.

### 16. STOPPING THE CARD

16.1 We will stop the Card, Card number, Cheques and PIN if we receive notice under condition 10.1(b)(i).

16.2 We may at any time:

(a) stop, suspend or restrict any Card, Card number, Cheques, PIN, or any function of them; or

(b) decide not to do anything mentioned in this Agreement in relation to the Cardholder if we have a valid reason.

16.3 Before we take such action under condition 16.2, we will carry out any procedures required by law. If we take any action under condition 16.2, we will inform you immediately of our action and our reason.

16.4 If we stop or suspend a Card, we may keep the Card or (if we ask) you must cut the Card in half and return it to us as soon as you can.

16.5 You or the relevant Authorised User may at any time:

(a) stop an Authorised User's Card; and

(b) stop us paying Cheques provided for use by that Authorised User;

by giving notice of this in writing to us, cutting in half the Card and unused Cheques provided for use by that Authorised User, and enclosing them with the notice.

16.6 The Card, Card number, Cheques, PIN, and any function of them must not be used after it is stopped, while it is suspended, or contrary to any restriction.

## 17. CHANGE OF NAME OR ADDRESS, NOTICES

17.1 If any Cardholder changes his/her name, or you change your address, you must notify us of this as soon as you can.

17.2 We will send any written notice or demand to you at your address last known to us. You will in all circumstances be treated as having received the notice or demand.

17.3 You must send any written notice to us at the address shown in condition 10.1(b)(ii).

## 18. GENERAL

18.1 Even if you have no right to cancel this Agreement under the Consumer Credit Act 1974, you will have the same right to cancel this Agreement, and the same responsibilities if you cancel this Agreement, as if you have a right to cancel this Agreement under the Act.

18.2 Your responsibilities under this Agreement will not be secured by any security which you have already given to us or may in the future give to us.

18.3 We may arrange for any other person to carry out our rights and/or responsibilities under this Agreement.

18.4 We will not be liable to carry out any of our responsibilities under this Agreement if this is prevented or delayed directly or indirectly by:

(a) any fault in any machine, data processing system or transmission link;

(b) any industrial dispute; or

(c) anything outside the reasonable control of ourselves, our agents or subcontractors.

18.5 We will not be liable to any Cardholder for:

(a) any refusal or delay by any other person to accept the Card, Card number or PIN, or to take any Cheque; or

(b) the way in which any other person communicates that refusal or delay, or communicates any refusal to authorise a Transaction.

18.6 If we do not insist on any of our rights under this Agreement, we may still insist on that right later.

18.7 We may transfer any of our rights and/or responsibilities under this Agreement at any time. The transfer will not reduce your rights or increase your responsibilities under this Agreement unless you agree otherwise. You may not transfer any of your rights or responsibilities under this Agreement.

18.8 Each provision in this Agreement may be separated from each other provision. If at any time any provision in this Agreement is or becomes invalid, illegal or unenforceable, this will not affect any of its other provisions.

18.9 This Agreement is governed by and interpreted under English law. Legal proceedings in connection with this Agreement may be taken in English courts.

## 19. DEFINITIONS

In this Agreement, unless the context otherwise requires:

**Account:** means the credit card account held with us under this Agreement.

**Agreement:** means the agreement made between us and you set out in these conditions as altered from time to time;

**Authorised User:** means a person (not yourself) for whose use we issue a Card and/or provide Cheques;

**Balance Transfer:** means a payment you ask us to make to a financial institution which pays off or reduces the amount that you owe to them;

**Bank, we, us, ourselves:** means MBNA Europe Bank Limited and any person to whom any of its rights and/or responsibilities under this Agreement are transferred and any successor in business to it;

**Card:** means any MBNA credit card which we issue from time to time under this Agreement;

**Cardholder:** means you or any Authorised User;

**Cash Substitute:** means any transaction under which cash or a cash substitute is obtained by use of a Card or Card number, and the expression "cash or a cash substitute" includes foreign currency, a traveller's cheque and a postal order;

**Cheque:** means any MBNA credit card cheque which we provide from time to time for drawing on the Account including (if we introduce the service) Cheques provided by us for use by the Authorised User;

**Cheque Transaction:** means any transaction in which a Cheque is used by you to make payments using the Account;

**Customer, you, yourself:** means the person in whose name the Account is held;

**Fees:** means any charge applied to your Account under conditions 1.6 and 13.1;

**MBNA Group:** means the Bank, its subsidiary and parent undertakings, and any subsidiary undertaking of any of its parent undertakings;

**Payment System:** means the payment system under which we issue a Card, and any of the persons who own or operate the payment system;

**Personal Information:** means any information obtained about you as a result of any application to or agreement with a member of the MBNA Group, and any information about the Account;

**PIN:** means the personal identification number which we issue or approve for use with a Card;

**Retail Transaction:** means any transaction (other than a Cash Transaction) under which payment is made by use of a Card (with or without the PIN) or Card number;

**Transaction:** means a Cash Transaction, Retail Transaction, Cheque Transaction or Balance Transfer;

**Working Day:** means a day on which banks are generally open for all types of banking business in London. **E-0102**

## COMPLAINTS

If you would like to make a complaint please write to us at the following address: MBNA Europe Bank Limited, PO Box 1393, Chester Business Park, Wrexham Road, Chester CH4 9YG. MBNA have procedures in place which will ensure your complaint is handled fairly and quickly. However, if you are not satisfied with the outcome of your complaint you can write to the Financial Ombudsman Service at the following address: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## PAYMENT PROTECTION COVER

### WHAT YOU NEED TO KNOW

**Am I Eligible for Cover?**

Provided you are the first named person on your credit card account you can apply for insurance if, at the start of your cover, you are: over 18 and under 65, you are at work for at least 16 hours per week other than temporary work (not absent due to sickness or injury), you have applied for the insurance and have agreed to pay the monthly premiums. If you are absent from work due to sickness or accident on the start date, your cover will start when you return to work provided this is within 30 days of the start date.

If you are self-employed, you are covered if you are working as a sole trader or as a director, partner or an employee of a company of which you are effectively the owner.

## What is Covered?

Unemployment, disability and death.

One monthly benefit is payable if:

• you are unemployed for more than 30 days and for each period of 30 days thereafter. This will continue until your period of unemployment ends, a total of payments equivalent to your outstanding balance at the date you knew you would become unemployed is paid, or a total of 12 full monthly benefits have been made for any one claim, whichever happens first;

• you are disabled for more than 30 days and for each period of 30 days thereafter. This will continue until your period of disability ends or a total of payments equivalent to your outstanding balance at the date you became disabled is paid, whichever happens first.

For disability and unemployment benefit, we will pay up to a total of £1,000 each month for all your accounts insured by us.

For disability benefit we will pay up to £24,000 in aggregate for all your accounts insured by us.

In the event of your death the Insurers will pay the outstanding balance, less any debts or associated interest and costs, up to a maximum of £15,000 for all your accounts insured by us.

**What isn't Covered?**

Payment Protection Cover offers a wide range of benefits at low cost. The principal exclusions are as follows:

Disability, unemployment or death resulting from war or similar risks.

Disability or unemployment resulting from self-inflicted injuries or alcohol or drug abuse.

Disability resulting from:

• pre-existing medical conditions which you knew about at the start date or which you had arranged to see a doctor about during the 12 months before the start date;

• backache or related conditions without radiological evidence of medical abnormality from a doctor;

• mental disorders, including stress or stress-related conditions, unless diagnosed by, and requiring a continued course of treatment by a specialist;

• pregnancy or childbirth unless there is a medical complication.

Unemployment:

• you become aware of within the first 90 days of your insurance

• which is normal, regular or seasonal or which you knew to be impending at the start date

• which is voluntary or arises from dismissal because of misconduct

• after the expiry of some fixed-term contracts or the end of temporary work

• during any period for which you receive payment instead of notice

• if you are self-employed unless you are involuntarily insolvent.

**What Else Should I Know?**

Monthly benefit means 3% of your outstanding balance at the start of your disability or the date you know you will become unemployed. The monthly benefit will not be less than £10 or more than £1,000.

**Payment Protection Insurance Anti-Fraud Register**

Insurers share information with each other to prevent fraudulent claims via a Register of Claims. A list of participants and the name and address of the operator are available from the Insurer on request. In the event of a claim, any information you have supplied relevant to this insurance and at the time of the claim, together with other information relating to the claim will be provided to the Register.

**When Does Insurance and Benefit End?**

Insurance will end if either of the following happen:

• you do not pay the premiums when they are due

• the insurance is cancelled by the Insurers or the Bank.

Insurance and all benefit payments will end if any of the following happen:

• your account is closed

• the right to the account repayment is transferred to a third party

• you reach age 65

• you die

• for unemployment insurance, you retire from work

• you make a fraudulent claim.

There is a choice of law applicable to this insurance, but unless the Insurers agree otherwise, English law will apply. The Policyholders Protection Act 1975, as amended, may provide compensation if the Insurers are unable to meet their liabilities under this insurance. Full details are available on request.

MBNA Europe Bank Limited has arranged this insurance as agent for London & Edinburgh and for whom London & Edinburgh take responsibility for the advice provided and for arranging the insurance. MBNA has undertaken to comply with the Association of British Insurers Code of Practice for the Selling of General Insurance. A copy of the Code of Practice is available for inspection upon request. We have agreed to comply with the Association of British Insurers Claims Code, a copy of which is available on request from the Insurers or from the ABI website at <http://www.abi.org.uk>. London and Edinburgh Insurance Company Limited is a member of the General Insurance Standards Council (GISC) and has undertaken to comply with the General Code set out by GISC which applies to the cover offered in respect of this policy. A copy of the code is available on request from the Insurers or from the GISC website at <http://www.gisc.co.uk>.

If you have any problem regarding this insurance, please contact the Bank, Head of Insurance, MBNA Europe Bank Limited, Chester Business Park, Chester CH4 9YR or call 0800 062 621 or contact MBNA Claims Department at London & Edinburgh, Department 315, London & Edinburgh, Station Road, Cheadle Halme, Cheshire SK8 7AA or call 0800 731 9883.

If this does not resolve your problem you can write to: The Chief Executive, General Insurance, London & Edinburgh, PO Box 6, Norwich NR1 3NS. In the interest of their customers, London & Edinburgh may monitor or record telephone calls.

If you are still dissatisfied you may refer to either: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR; or The Association of British Insurers at 51 Gresham Street, London EC2V 7HQ. Your legal rights are not affected by these procedures.

The Insurers are London and Edinburgh Insurance Company Limited, Member of the General Insurance Standards Council, registered in England No. 924430 (Registered Office: 8 Surrey Street, Norwich NR1 3NG) and Norwich Union Life & Pensions Limited, registered in England No. 325947 (Registered Office: 2 Roupell Street, York YO90 1JU). Both companies are members of the CGNU group.

Please note:

Conditions of cover may be different if your work status is self-employed or fixed-term contract.

The Insurers have the right to alter the rate of monthly premium or the terms and conditions of the insurance. However this will not be done without 30 days written notice. This is a summary of cover only. A specimen certificate is available on request and a Certificate of Insurance will be issued to you should you take advantage of Payment Protection Cover. You then have 30 days to cancel cover without charge providing you have not made a claim.

MBNA Europe Bank Limited, Registered Office: Stansfield House, Chester Business Park, Chester CH4 9QQ. Registered in England No. 2783251. 0801



# Turn your caring into **positive action**



## **Simply complete the application form and return straightaway.**

Fold, seal and return the application form as indicated, (no stamp required) to the Freepost address. If you require further information, please call our Red Ribbon priority telephone service on **0800 776 262**. Our lines are open 24 hours a day, 365 days a year and your call is entirely at our expense.

## Enjoy all these **benefits** too



Your Red Ribbon Platinum Plus Visa Card is offered to you by MBNA Europe Bank Limited, part of MBNA Corporation which has over 50 million Customers worldwide. MBNA has established its excellent reputation by offering unrivalled levels of service and superb value for money.



### **FREEPHONE 24 hour Helpline**

Should you ever need help or advice on your account, you'll find our Customer Satisfaction Representatives are only a free phone call away, 24 hours a day, 365 days a year. If you're calling from overseas, we invite you to reverse the charges.



### **Fraud Protection**

Unlike other card suppliers, we offer you free cover against fraudulent use of your card, providing you let us know as soon as your card cannot be found or as soon as you notice any unusual transactions on your account. So wherever you use your card in the world, or on the worldwide web, you're protected. And what's more, we don't charge an excess on any claims.



### **Low Cost Payment Protection Cover**

It costs just 68p for every £100 of your statement balance to protect your payments against sickness, accident or involuntary unemployment. Life cover is also included.



### **Welcomed in over 20 million establishments throughout the world**

We'll make sure you're never caught short of cash or left without means of payment, by ensuring your card is welcomed throughout the world at over 20 million establishments and 630,000 automatic cash dispensers.



### **Free Travel Accident Insurance\*/ Lost Luggage Insurance\***

Whenever you travel, you can take advantage of up to £250,000 Free Travel Accident Insurance during your journey when you pay for your travel tickets in full on your card. You'll also qualify for Free Lost Luggage Insurance of up to £1,500.

\* Terms and conditions apply to all free insurances. Full details will be sent with your card.