


[Close window](#)
[Print This Page](#)
CAPITAL ONE® IMPORTANT DISCLOSURES

ANNUAL PERCENTAGE RATE (APR) for purchases‡	0% (0.00000% daily periodic rate) through your 05/2010 billing period. After that, a variable rate, currently equal to 14.9% (0.04082% daily periodic rate).
Other APRs	Special transfer APR: A variable rate, currently equal to 14.9% (0.04082% daily periodic rate). ♦ Balance transfer APR: A variable rate, currently equal to 14.9% (0.04082% daily periodic rate). ♦ Cash advance APR: A variable rate, currently equal to 24.9% (0.06822% daily periodic rate). Default APR: A variable rate, currently equal to 29.4% (0.08055% daily periodic rate). See explanation below. ‡
Variable rate information	Your purchase APR may vary quarterly. The rate will be determined by adding 11.65% to the Prime rate.* Rate in effect 07/01/2009. Your balance transfer APR may vary quarterly. The rate will be determined by adding 11.65% to the Prime rate.* Rate in effect 07/01/2009. Your cash APR may vary quarterly. The rate will be determined by adding 21.65% to the Prime rate.* Rate in effect 07/01/2009. Your special transfer APR may vary quarterly. The rate will be determined by adding 11.65% to the Prime rate.* Rate in effect 07/01/2009. Your default APR may vary quarterly. The rate will be determined by adding 26.15% to the Prime rate. * Rate in effect 07/01/2009.
Grace period for repayment of the balance for purchases	25 days from the date of the periodic statement on new purchases (provided you have paid your previous balance in full by the due date).
Method of computing the balance for purchases	Average daily balance (including new purchases).
Minimum finance charge	For each Billing Period that your Account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
Membership fee	None.
Miscellaneous fees	Cash advance fee: 3% of amount of the cash advance, but not less than \$10. Transfer fee: None. Late payment fee: Your late payment fee will be based on the amount of your account balance at the time the fee is applied. Balance of \$0 - \$99.99 = \$15 fee; balance of \$100 - \$249.99 = \$29 fee; balance of \$250 or more = \$39 fee. Over-the-credit-limit fee: None.

Returned payment fee: \$39.

Things You Should Know About This Card
♦ What Will My APR Be If I Transfer A Balance?

Any balances that you successfully transfer on or before June 1, 2010, will receive your Special Transfer APR. All subsequent balances that you transfer will receive your Balance Transfer APR unless the transfer is made in connection with a Future Offer from us. Please remember that Future Offers, as discussed below, may include different terms.

‡ Can You Increase My APRs?

We will not increase your introductory APRs for any reason before the end of the introductory period. Your variable APRs can go up or down as the Prime rate goes up or down. If your payment is received late (3 or more days after your payment due date) twice within any 12 billing periods, we may increase your APRs to the Default APR disclosed above. If we increase your APRs for late payments, we may return you to your prior non-introductory APRs if you make at least the minimum payment on time for 12 consecutive billing periods. In the future, we may increase your APRs if market conditions change. If we increase your APRs for any reason other than an increase in the Prime rate or if you paid late as disclosed above, we will notify you in writing of your options in advance, including the right to opt out.

What About Any Other Terms Of My Account?

We may change any other terms of your account, other than APRs, at any time. If we change any of these terms, we will notify you in writing of your options in advance, including the right to opt out of certain changes.

Do You Engage In Universal Default?

We do not engage in a practice known as "universal default." Universal default permits a credit card company to increase your APRs simply because you fail to make a payment on a loan with another lender or your credit history contains other negative information.

How Do You Calculate My Variable Rate?

* We calculate your variable rates by adding a percentage to the Prime rate published in the "Money Rates" section of *The Wall Street Journal* on the 25th day of December, March, June and September. If the *Journal* is not published on that day, then see the immediately preceding edition. If Prime changes, your new rate will take effect on the first day of your January, April, July and October billing period.

What About Future Offers?

At any time in the future, we may extend new offers in connection with this account, including opportunities to transfer additional balances. These new products and services may have different APRs, fees and other terms. We will provide any different terms when we make you the new offer, and you may accept or decline any such offer.

How Do You Determine My Credit Line?

We will determine your credit line after a review of your application. If your application is approved, you will receive a minimum credit line of \$500.

What Happens If I Go Over My Credit Line?

Any amount that we may allow you to spend above your revolving credit line will be due in your next statement, but we will not charge you an overlimit fee.

How Do You Apply My Payment?

We will apply your payment to pay off lower-rate balances before paying off higher-rate balances.

How Do You Calculate My Minimum Payment?

If your balance is less than \$15, your minimum payment will equal your balance. Otherwise, your minimum payment will be the greater of \$15 or 1% of your balance plus interest (periodic finance charges) and late payment fees.

Things You Should Know About This Rewards Program**How Do I Earn Rewards?**

You'll earn 2% cash back on all net purchases (purchases minus any credits or returns) at major grocery stores and gas stations and 1% cash back on your other net purchases only. Please note: Merchants don't always identify or bill transactions by the correct merchant category code which could impact the amount of the cash back you earn. Capital One is not responsible for merchant category code errors by merchants. Checks used to access your account will not earn rewards.

Will My Rewards Ever Expire?

Your rewards are yours for the life of the account—they won't expire. But if your account is closed, you'll lose any rewards you haven't redeemed.

Is There A Limit To The Amount Of Rewards I Can Earn?

There's no cap to the amount of rewards you can earn on purchases.

How Do I Redeem My Rewards?

You can choose how you receive your cash back; options include: (1) upon request, (2) automatically at a set time each calendar year or (3) automatically when a specific threshold (\$25, \$50, \$100 or \$200) has been reached. You can get your cash back any time you want by calling the Rewards Center toll free or going online to www.capitalone.com/nohasslerewards. You can also redeem for gift cards starting at \$20. Rates for this redemption option vary and are subject to change without notice.

What Happens If I Do Not Set Up My Redemption Schedule?

Until you customize your redemption schedule, you'll receive your cash back upon your request.

How Often Can I Change My Redemption Schedule?

You may change your elected redemption schedule at any time, but you cannot request an annual redemption to be fulfilled in the same month you make a change. If you have an automatic redemption schedule, you may also make upon-request redemptions without interfering with your pre-established automatic redemption schedule.

Is My Account Eligible To Transfer Rewards?

Yes. You can transfer your rewards from this account to other U.S. Miles, Points, or Cash accounts. Your account will only be eligible to receive transfers from other U.S. Cash rewards accounts.

ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

I am applying to Capital One Bank (USA), N.A. (Capital One®) for a credit card account. To qualify, I understand:

Approval is based upon satisfying Capital One's credit standards.

I must be at least 18 years of age and have a valid social security number, unless otherwise specified.

I may be ineligible if I have responded to a previous offer for a credit card issued by Capital One within the last 45 days or if I have been approved for a previous Capital One offer.

With respect to this offer, I acknowledge that:

I authorize Capital One to check my credit and employment history and to answer questions about its credit experience with me.

If I am applying for a Transfer Request, I authorize Capital One to bill my approved Capital One credit card account for the amount(s) listed for transfers. I understand that I am applying for a transfer amount up to the total amount listed on my Transfer Request. I understand Capital One will advise me if it is unable to process my payment request for any reason. In addition, Capital One will not be responsible for any charges billed to me by other creditors for the transfers and Capital One will process only those Transfer Requests that can be transferred under my assigned credit line.

If I am approved, Capital One may contact me from time to time regarding my Card and Account as described in my Capital One Customer Agreement. For example, when I give Capital One my mobile telephone number, I agree to receive calls and messages, including prerecorded messages, at that number from Capital One and their authorized agents including with an automatic telephone dialer (autodialer).

Arbitration: I understand that the Customer Agreement contains an Arbitration Provision that may limit my legal rights, including my right to go to court, to have a jury trial, and to participate in class actions. I will receive the Capital One Customer Agreement and am bound by its terms and all future revisions.

This offer is nontransferable and void to residents of GU, PR, VI and all other U.S. dependent areas.

The terms of this offer may not be applied to existing Capital One accounts.

Capital One will retain my response form whether or not it is approved.

I understand that, unless the offer discloses a specific credit line, the exact amount of my credit line will be determined by Capital One after review of my application and other information.

An applicant, if married, may apply for a separate account.

Certain restrictions apply to the card benefits in this offer. Full details will be mailed to you upon approval.

Everything that I have stated in this application is correct to the best of my knowledge.

This is not a business account.

STATE-SPECIFIC INFORMATION**California Residents:**

Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Ohio Residents:

Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

New York and Vermont Residents:

Capital One may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-800-518-8866) for a comparative list of credit card rates, fees and grace periods.

Married Wisconsin Residents:

No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

YOUR BILLING RIGHTS**KEEP THIS NOTICE FOR FUTURE USE.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES.

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT FINANCE CHARGE.

1. Transactions which are not subject to a grace period are assessed finance charges 1) from the date of the transaction or 2) from the date the transaction is processed to your account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account. Cash advances (the cash advance segment) and special transfers (if your account includes a special transfer segment) may not avoid finance charges.
2. **Cash Advance, Purchase/Other Charges and Special Transfer or Special Purchase Segments (If Your Account Includes a Special Transfer or Special Purchase Segment).** Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.
3. **Determining Daily Periodic Rates.** Divide the corresponding Annual Percentage Rates by 365 and round to the nearest 1/100,000th of 1%, not to exceed the maximum allowed by applicable law. If the daily periodic rates and corresponding Annual Percentage Rates increase, the finance charge will increase and your minimum payment may be greater. Refer to the IMPORTANT DISCLOSURES for daily periodic rates and Annual Percentage Rates.

OTHER CHARGES.

Copying Charge: \$3.00 for a copy of a Periodic Statement and \$13.00 for a copy of a Visa® transaction or \$2.00 for a copy of a MasterCard® transaction (fee imposed per copy).

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR OR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. **What this means for you:** When you apply for or open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

[Print This Page](#)

The trademarks used herein are owned by Capital One.
All rights reserved.

[Close window](#)

Reference: 10997/1