



- Credit Cards ▾
- Banking ▾
- Loans ▾
- For Business ▾
- Customer Service ▾

[Capital One Home](#) > [Credit Cards](#) > [Cash Rewards](#) > Rates & Disclosures

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- [Card Details](#)
- [Rewards](#)
- [FAQ](#)
- [Rates & Disclosures](#)**
- [Ratings & Reviews](#)
- [Apply Online](#) or call: 1-800-410-0020

Capital One Important Disclosures

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CAPITAL ONE® IMPORTANT DISCLOSURES

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	0% introductory APR through your 05/2013 billing period. After that, your APR will be 12.9%, 16.9% or 20.9%, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Transfers	0% introductory APR through your 05/2013 billing period. After that, your APR will be 12.9%, 16.9% or 20.9%, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.9%. This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	29.4%. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply?: If APRs are increased for a payment that is more than 60 days late, the Penalty APR will apply indefinitely.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from the	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .



Card at-a-glance

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Credit Level	Excellent Credit <i>(What's this?)</i>
Card Type	
Rewards	1% cash back on all purchases 50% bonus on the cash back you earn every year One-time bonus of \$100 once you spend \$500 in the first 3 months
Purchase APR	0% intro APR until May 2013; 12.9%–20.9% variable APR after that
Transfer Info	0% intro APR until May 2013; 12.9%–20.9% variable APR after that; 3% fee on the amount transferred until May 2013
Annual Fee	\$0
Additional	Rates & Disclosures

Earn an extra hundred bucks

With this card, new account holders earn a one-time \$100 bonus after spending \$500 in the first 3 months.



FEEDBACK

Federal Reserve Board	
Fees	
Annual Fee	None.
Transaction Fees	<ul style="list-style-type: none"> • Transfer 3% of the amount of each transfer through your 05/2013 billing period. • Cash Advance Either \$10 or 3% of the amount of each cash advance, whichever is greater.
Penalty Fees	<ul style="list-style-type: none"> • Late Payment Up to \$35. • Over-The-Credit-Limit None. • Returned Payment Up to \$35.

How Do You Calculate My Balance?

We use a method called "average daily balance (including new purchases)." See Additional Disclosures below for details.

Can I Lose My Introductory APR?

We may end your introductory APR and apply the Penalty APR if you make a late payment.

What Are My Billing Rights?

Information on your rights to dispute transactions and how to exercise those rights is provided in the below Additional Disclosures.

Am I Eligible For This Offer?

To be eligible for this offer, your annual income must be greater than your annual rent/mortgage payments and you must meet the conditions listed in the enclosed Additional Disclosures.

What Will My APR Be If I Transfer A Balance?

Any balances that you transfer will receive your Transfer APR. They will be posted to the Purchase segment of your account, and will be subject to the Transfer fee.

Can You Change My Account Terms?

We can change the terms of your account as permitted by law. When required, we will send you notice before doing so.

If My Rate Is Increased To The Penalty Rate, Will It Ever Be Reviewed For A Possible Decrease?

Yes. Capital One will periodically review any rate increase to your account for a possible rate decrease.

How Do You Calculate My Variable Rates?

\$100

Need help applying?



If you have questions or need more assistance, just call a live agent toll-free at **1-800-410-0020**.

Did you know?

Unlike some other banks, there's **no limit to the cash back you can earn** with this credit card—and **your cash rewards won't expire!**



See if you're pre-qualified for a card now



- Your credit score is not affected
- See your offers in 60 seconds
- [Find the right card in 3 easy steps](#)

Your variable rates may change when the Prime rate changes. We calculate variable rates by adding a percentage to the Prime rate published in *The Wall Street Journal* on the 25th day of each month. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates on the following segment(s) will be updated quarterly and will take effect on the first day of your January, April, July and October billing periods: Non-Introductory Purchase APR: Prime plus 9.65%, 13.65% or 17.65%; Non-Introductory Transfer APR: Prime plus 9.65%, 13.65% or 17.65%; Cash Advance APR: Prime plus 21.65%; Penalty APR: Prime plus 26.15%.

How Do You Determine My Credit Line?

We will determine your credit line after a review of your application. The minimum credit line is \$3,000.

How Do You Determine Whether I Will Receive The World MasterCard Or Platinum MasterCard?

Your credit history and application will be reviewed to determine your credit line. If you are approved for a credit line less than \$5,000, you will receive a Platinum MasterCard. Some terms and benefits are not available with the Platinum MasterCard. See our Complete Guide to Credit Card Benefits for Platinum MasterCard benefit information.

What Are The Daily Periodic Rates Used To Calculate My Interest?

The daily periodic rate for your Introductory Purchase APR is 0.00000%, Non-Introductory Purchase APR is 0.03534%, 0.04630% or 0.05726%, Introductory Transfer APR is 0.00000%, Non-Introductory Transfer APR is 0.03534%, 0.04630% or 0.05726%, Cash Advance APR is 0.06822%, and Penalty APR is 0.08055%. See *How Do You Calculate the Interest Charge?* in the below Additional Disclosures for more details.

How Do You Calculate My Minimum Payment?

If your balance is less than \$25, your minimum payment will equal your balance. Otherwise, your minimum payment will be the greater of \$25 or 1% of your balance plus interest (periodic interest charges) and late payment fees. If your Account is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire balance is due immediately.

Things You Should Know About This Rewards Program

How do I earn rewards?

You will earn 1% cash back on net purchases (purchases minus any credits or returns) only. Checks used to access your account will not earn rewards.

How does my anniversary bonus work?

You will be awarded a bonus equal to 50% of your prior year's rewards earnings on your rewards membership anniversary each year. We will apply your bonus cash back within two billing cycles following your rewards membership anniversary date. Please note: Transferred rewards, bonus rewards and rewards account adjustments do not apply toward the earning of the Anniversary Bonus.

How do I earn additional bonus rewards?

You will earn a \$100 bonus if you spend at least \$500 within 3 months of your rewards membership enrollment date. We will apply your bonus within two billing cycles of qualifying for this bonus.

Will my rewards ever expire?

Your rewards are yours for the life of the account—they will not expire. But if your account is closed, you will lose any rewards you have not redeemed.

Is there a limit to the amount of rewards I can earn?

There is 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 going online to www.capitalone.com or contacting our Rewards Center. 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 will 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 interested in transferring a balance, I may call the customer service number with that request 10 days after my account has been opened.
- 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).
- 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.

Things You Should Know About This Card

How Do You Apply My Payment?

We will apply your minimum payment to pay off lower-rate balances before paying off higher-rate balances. We will apply any portion of your payment in excess of your minimum payment to higher Annual Percentage Rate balances before lower ones.

How Can I Avoid Paying Interest Charges?

Each month you pay your "New Balance" in full by the due date, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

How Is The Interest Charge Applied?

Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

How Do You Calculate The Interest Charge?

For each segment of your account, we calculated your total interest charge by multiplying your average daily balance by the daily periodic rate and multiplying the result by the number of days in the billing period. Due to rounding or a minimum interest charge, this calculation may vary slightly from the interest charge actually assessed.

We determine your daily periodic rate by dividing 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 interest charge will increase and your minimum payment may be greater.

To determine your Daily Balance for each segment: 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. However, if you paid your previous month's balance in full (or if your 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. Also, transactions that are subject to a grace period are not added to the daily balances.

To determine your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle.

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.

Your Billing Rights: Keep This Document For Future Use.

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement.

If you think there is an error on your statement, write to us at:

Capital One
P. O. Box 30279
Salt Lake City, UT 84130-0279

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
2. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One
P. O. Box 30279
Salt Lake City, UT 84130-0279

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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.

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Reference: 12322/1

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