

# **HILTON HONORS PLATINUM VISA CARD TERMS AND CONDITIONS**

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



**These are the terms and conditions for your credit card account. They will help explain how your account works and other important things you need to know. We hope you'll find them clear and easy to use. Please keep this document safe in case you need to refer to it.**

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## **1. Introduction**

This agreement is between us (Hilton Honors Platinum Visa Card issued by Barclays Bank UK PLC, Barclaycard Centre, Northampton NN4 7SG) and you, the person who signed this agreement. Barclaycard is a trading name of Barclays Bank UK PLC.

You have come to us for your card through Hilton Honors, a trading name of Hilton Honors Worldwide LLC. Visa®, Maple Court, Reeds Crescent, Watford, Hertfordshire WD24 4QQ.

## 2. Your interest rates

We charge different interest rates on different balances. Your simple standard and cash interest rates will move up and down in line with changes to the Bank of England Base Rate (or any rate which replaces it). We call this rate the Base Rate. We'll explain more about this in the 'Changes due to the Bank of England Base Rate' section. When you use your card, the relevant amount is added to a particular balance, depending on the type of transaction you use the card for.

We may also offer you promotions on your account, which might result in different interest rates on your 'promotional balance'. We'll tell you the terms of any promotions before they are available.

<b>Main balance (does not include any instalment plan balance) includes:</b>	<b>Interest rate</b>
<b>Standard balance – This is made up of the following, unless promotional terms apply instead:</b> <ul style="list-style-type: none"><li>• Purchases</li><li>• Balance transfers</li><li>• Money transfers (transfer of funds to your current account)</li><li>• Interest and account usage fees on the above, and any account maintenance fees and default fees</li></ul>	(Your standard rate is shown on your monthly statement.)
<b>Cash balance – This is made up of the following:</b> <ul style="list-style-type: none"><li>• Cash withdrawals (this includes any fees other people or organisations may charge for the withdrawal)</li><li>• Buying currency or traveller's cheques</li><li>• Cash-like transactions, including:<ul style="list-style-type: none"><li>– sending money orders or wire transfers</li><li>– buying digital currencies, including cryptocurrency such as Bitcoin</li></ul></li><li>• Gaming transactions, including:<ul style="list-style-type: none"><li>– gambling</li><li>– betting</li><li>– transactions relating to gaming, such as buying lottery tickets or gaming chips, or spending on a gambling website or at a gambling establishment</li></ul></li><li>• Interest and account usage fees on all of the above</li></ul>	(Your cash rate is shown on your monthly statement.)

<b>Main balance (does not include any instalment plan balance) includes:</b>	<b>Interest rate</b>
<p><b>Promotional balance – This is made up of the following:</b></p> <ul style="list-style-type: none"> <li>• Transactions with promotional terms, which we'll tell you about before you make the transaction, such as: <ul style="list-style-type: none"> <li>– purchases</li> <li>– balance transfers</li> <li>– money transfers</li> </ul> </li> <li>• Interest and fees on the above promotions</li> </ul>	Depends on the offer
<b>Instalment plan balance includes:</b>	<b>Interest rate</b>
<ul style="list-style-type: none"> <li>• Instalment plans – These are plans that we may offer which allow you to repay a balance in monthly instalments over a period of time. We'll tell you about the terms before you take up the offer.</li> <li>• Fees on instalment plans</li> </ul>	0% per year

### 3. Fees that we charge

The fees that apply to your account are as follows:

Account usage fees	Amount
<ul style="list-style-type: none"><li>• Cash transaction (there is no minimum fee for gaming transactions)</li></ul>	2.99% (minimum of £2.99)
<ul style="list-style-type: none"><li>• Non-sterling purchase</li></ul>	2.99%
<ul style="list-style-type: none"><li>• Balance transfer or money transfer</li></ul>	Depends on the offer
<ul style="list-style-type: none"><li>• Instalment plan</li></ul>	Depends on the offer

  

Default fees	Amount
<ul style="list-style-type: none"><li>• Late payment – You'll be charged this fee if you don't make one of your monthly payments by your payment due date. We won't charge this fee more than four times in a year.</li></ul>	£12

**There is no maintenance fee for this account.**

We may also charge you an amount to cover any other reasonable costs or losses we must pay if you break this agreement.

#### Fees that third parties may charge

We tell you about all the charges that we make, but using your card might mean that you have to pay other amounts to someone else. For example, some organisations may charge an extra fee for credit card payments.

## 4. Monthly payment

We'll send you a monthly statement to tell you what the minimum amount you need to pay is and when the payment is due.

You must pay at least your minimum payment in sterling by the due date shown on your statement every month. Remember – if you only make your minimum payment each month it will take longer and cost more to pay off your balance. You can always choose to pay more.

Your payment due date will be at least 20 days after we produce your statement. You can ask us to change your payment due date. If you do this, it will also change your statement date. You can't change your payment date if you've changed it twice in the last 12 months, or you've already changed it during the current or previous statement period.

Your minimum payment will be the highest of the following:

- £5 (or the total outstanding balance if it's less than £5)
- (A percentage\*) of your main balance plus any instalment plan payments due for that month (if you have any instalment plans on your account)
- An amount equal to any interest, default fees or account maintenance fees that have been added to your account since your last statement, plus (a percentage) of the rest of your main balance plus any instalment plan payments due for that month (if you have any instalment plans on your account). Default fees and account maintenance fees will only be included if the percentage referred to above is 1% or more.

\* This percentage is unchanged and can be found on your monthly statement.

If you've agreed to set up a paydown plan (please see the 'Paydown plans' section below), your minimum payment will be your paydown plan payment each month instead. This will be the same amount each month (except for your final payment, which may be smaller) until your paydown plan ends.

If you're on a reduced-repayment plan or arrangement, during the plan or arrangement your minimum payment will be the amount we've told you.

Any refunds you receive on your account won't count towards your minimum payment amount. You must still pay the full minimum payment unless the refund reduces your balance to an amount which is less than your minimum payment, in which case you'll only have to pay the remaining balance.

### **Legal information – Example of the total amount you would have to pay and the annual percentage rate (APR)**

We'll tell you the total amount you would have to pay and the APR when you first enter into the agreement with us. This legal information is provided based on assumptions we make at that time and isn't relevant to you afterwards.

## 5. Your card

With your account, we'll provide you with a card (or cards) to use. By the word 'card', we mean any credit card (or cards) or any alternative to a credit card that we give you to make transactions under this agreement. We tell you more about your card in the 'Using your account' section of this agreement.

## 6. Credit limit

We set your credit limit according to your circumstances, your account usage and history, information from other parts of the Barclays Group, information we receive from credit reference agencies, and any other information we think is relevant.

We'll tell you what your credit limit is when we first open your account. We'll then review it from time to time. If we change your credit limit, we'll let you know. We tell you more about your credit limit in the 'Using your account' section of this agreement.

## 7. Your interest charges

### When we charge interest

If you pay your main balance (excluding any promotional balance with a 0% interest rate) plus any instalment plan payments due for that month in full by your payment due date, the following will apply that month:

- We won't charge interest on new transactions that have been added to your account since your last statement.
- We will only charge interest on your outstanding balance from your last statement up to the date of your current statement.

### How we charge interest

We work out how much interest we charge each month using a simple interest rate. Your interest is calculated on a daily basis and added to your account each month on the date we produce your statement. We'll charge interest on interest if you don't repay your total outstanding balance in full each month (this is known as compound interest).

If interest is due, we'll charge it from the date each amount is added to the account. Interest continues to be charged on all outstanding balances until you pay off your balance or a court orders you to pay off your balance. This means that when an amount is overdue for payment, we continue to charge interest at the rate that applies to that particular balance.

### Interest on default fees

Default fees are fees that we charge if you don't make a monthly payment on time. If we charge a default fee we'll let you know.

We don't charge any interest on default fees for 28 days starting from the time we tell you that the default fee is being charged. Also, we don't charge interest on interest (compound interest) you're already paying on a default fee.

#### **Understanding the interest and fees on your account**

- Please make sure you consider the interest and fees that will be added to your account at the time of producing your statement.
- You should make sure you keep enough available balance to not go over your credit limit when these are added.
- To help you do this, an estimate of the interest that will be charged the following month is included on your statement.

## **8. Changes due to the Bank of England Base Rate**

Your simple standard and cash interest rates will move up and down in line with the Base Rate. If you're a new customer, this will start from the day after your account is opened. You can find the current Base Rate on our website or by calling customer services.

Your promotional or instalment plan interest rates won't move up and down in line with the Base Rate.

#### **When changes take effect**

If the Base Rate changes, your simple standard and cash interest rates will change in line with the new Base Rate on the day after your next statement date. Your statement date is the date on which your monthly statement is normally produced. We'll tell you when this is after your account is opened.

If you're a new customer, any changes in the Base Rate which take place before your first statement date won't affect your simple standard and cash interest until the day after your second statement date.

#### **Telling you about changes to the Base Rate**

Because your interest rates will move up and down in line with the Base Rate, we'll send you a summary each year telling you how the Base Rate has changed over the past year. If you get monthly statements, you'll be able to see the information about the Base Rate changes on those.

If you or we close your account, we won't move your interest rates in line with the Base Rate. You won't be able to make any more transactions on your account after you tell us to close your account, and you must repay us your outstanding balances within a reasonable period.

If the Bank of England Base Rate is no longer available or changes significantly, we'll decide whether it's reasonable to replace it with another rate or whether to make other changes to how we calculate interest.



## 9. Changes that we may make to your standard and cash interest rates

As well as your simple standard and cash interest rates moving up and down in line with the Base Rate, your interest rate (or rates), or the way we charge interest, may change for the reasons set out below:

### Changes due to our risk of lending to you as an individual

We may increase or decrease your interest rate (or rates) based on our risk of lending to you. Some of the things that may affect our risk of lending to you are as follows:

- If you don't keep to these terms and conditions, such as failing to make your minimum payment by the payment due date or going over your credit limit.
- The way you manage and use your account or any other account you have with us. We'll look at how you make repayments, your repayment history, and how much of your credit limit you use.
- Information that we get from others such as credit reference agencies, our own information and information from within the Barclays Group.

### Changes due to legal or regulatory changes that apply to us or the Barclays Group

We may change your interest rates, or make changes to the way we charge interest, if there's a change in legal or regulatory requirements that apply to us or the Barclays Group (for example, if a new law or regulatory requirement increases the cost of providing your account to you).

When we talk about legal or regulatory requirements, this includes:

- industry guidance that applies to us or the Barclays Group
- a requirement of or guidance from a regulator, court, ombudsman or similar body that applies to us or the Barclays Group, and
- a commitment we, or a member of the Barclays Group, make to a regulator.

### Changes due to a change in our business

We may change your interest rates, or make changes to the way we charge interest, if there's a change in the way we do business, or a change in the costs involved in our business. This includes the introduction of new technology (for example, if new technology changes the way we manage your account and this affects the cost of providing your account to you).

### Changes in our funding costs

We may change your interest rates, or make changes to the way we charge interest, if there's a change in our funding costs which isn't reflected in changes to the Base Rate. Funding costs are the amount we have to pay to borrow the money we lend you.

Any change to your interest rates, or the way we charge interest, that we make for one of the reasons set out above will be a reasonably proportionate response to a change that's affecting us, or that we reasonably think will affect us. If the change is being made as a result of an underlying change in costs, we won't change interest rates to cover the same cost twice.

### **Changes for other reasons**

This agreement has no fixed end date. It might last for a long time, so we may make changes to interest rates, or change the way we charge interest, for reasons that are not set out here. You can end this agreement without charge if you don't want the changes to apply to you.

### **Giving you notice of changes**

If we make a change to your interest rates (and this isn't caused by a change to the Base Rate), we'll tell you about the change and when it will apply. We'll do this either by including a message in your monthly statement or by sending you a separate written notice by post, email, online account servicing, text message or any other written communication.

We'll give you at least 30 days' notice unless we reduce any of your interest rates, in which case we may give you less notice.

If you decide that you want to close your account after the change takes place, you'll need to contact us to let us know.

If we increase one of our interest rates (and this isn't caused by a change to the Base Rate), and you tell us within 60 days that you don't accept this change and want to end the agreement, the existing interest rate will continue to apply until you repay your outstanding balances. In this case you won't be able to make any further transactions on your account after you give us notice that you don't accept the change, and you must repay us your outstanding balances within a reasonable period.

## **10. Changes to your promotional and instalment plan interest rates**

We won't change any promotional or instalment plan rates during the time we've agreed to keep them fixed. At the end of the promotional or instalment plan period, we'll transfer any outstanding balance to your standard balance or your cash balance (as appropriate) and we'll start charging interest on it at your standard rate or any cash rate that applies.

However, you can lose your instalment plan interest rate before the end of the instalment plan period if you don't keep to the terms of this agreement. You'll lose your rate if you miss two monthly payments in a row or make an arrangement to pay less than your minimum payment each month.

If you lose your instalment plan rate, we'll transfer the outstanding balance to your standard balance and we'll start charging interest on it at your standard rate immediately.

## **11. Changes we may make to other terms and conditions (not including interest rates)**

As well as the changes to interest rates described above, we may make changes to other terms and conditions of this agreement (including changing or introducing fees) for any of the following reasons:

### **Changes due to a change in our business**

We may make changes to reflect reasonable changes to the way we run our business, including because of a change in the banking or financial system, in technology, or in the systems we use. For example, we may reflect changes in technology (such as a change in how payment systems work).

### **Changes due to legal or regulatory changes that apply to us or the Barclays Group**

We may make changes if there's a change in legal or regulatory requirements that apply to us or the Barclays Group. For example, we may change the terms that relate to the security of your account because a new law leads us to introduce tighter standards. Or we may increase a fee because a new law or regulatory requirement relating to your account increases the cost of providing your account to you.

When we talk about legal and regulatory requirements, this includes:

- industry guidance that applies to us or the Barclays Group
- a requirement of or guidance from a regulator, court, ombudsman or similar body that applies to us or the Barclays Group, and
- a commitment we, or a member of the Barclays Group, make to a regulator.

Any change that we make for one of the reasons set out above will be a reasonably proportionate response to a change that's affecting us, or that we reasonably think will affect us. If we're changing or introducing any fees, and the change is being made as a result of an underlying change in costs, we won't change or introduce any fees to cover the same cost twice.

We can also make changes for the following reasons:

- We reasonably consider that it makes the terms easier to understand or fairer to you. For example, we may make these terms easier to understand by setting out the terms in a clearer way.
- We reasonably consider that the change will benefit you or isn't to your disadvantage, and wouldn't cost you any more. For example, we may correct mistakes or make a change in order to provide services in a new way.

### **Changes for other reasons**

This agreement has no fixed end date. It might last for a long time, so we may make changes to this agreement (including changing or introducing fees) for reasons that are not set out here. You can end this agreement without charge if you don't want the changes to apply to you.

### **Giving you notice of changes**

We'll tell you about any changes under this section either by including a message in your monthly statement or by sending you a separate written notice by post, email, online account servicing, text message or any other written communication. We'll give you at least 30 days' notice unless the change is to your advantage, in which case we may give you less notice.

If we make any changes under this section, we'll let you know when they will apply to your account.

If you want to end this agreement because of one of the changes we make, you can do this without charge by calling or writing to us. If you decide that you want to close your account after these changes take place, you'll need to contact us to let us know. These changes will still apply until the agreement ends. If you stop using your card, changes that only apply if you use the card won't affect you, but other changes will apply until you've repaid the full balance.

### **Changes to our services that don't change the terms of our agreement**

From time to time, we may also make changes to our services and how you can use your account, which don't require a change to these account terms. For example, we may change the ways you can make payments to repay your credit card. We don't need to give you a reason for this because it won't change the terms of our agreement. But we'll let you know if we're making changes that will affect you.

## **12. Using your account**

All cards are our property and you mustn't use your card for any illegal purposes or to make certain types of restricted transaction. From time to time, we'll give you information about which types of transaction are not allowed. Your card is for personal use and you shouldn't use it for business purposes. If we're worried your card is being misused, we can put a stop on it.

When your account is first opened we may send you account information, such as your account number, so that you can start making limited transactions before your card arrives. You can also ask us to make a balance transfer (this is a transfer of funds from your card to reduce the amount you owe on other credit cards, store cards or loans) or a money transfer (a transfer of funds from your card to a bank account in your name) straight away. When you receive your card, we may ask you to activate it before using it to make transactions.

### **Managing your credit limit**

If we reduce your credit limit based on an assessment of risk or your ability to repay, we have the right to not give you any notice beforehand if we think this wouldn't be appropriate. (But we may choose to give you up to seven days' notice.) We won't reduce your credit limit to less than your total outstanding balance, plus any transactions authorised but not yet charged to your account.

In some cases we may allow an increase in your credit limit for a short period, which we'll tell you. If we do this, we'll reduce your limit back down at the end of that period, even if that reduces your limit to less than your total outstanding balance. We won't charge you an over credit limit fee in these circumstances.

You can choose whether or not you want to allow us to increase the credit limit on your account. If we increase your credit limit, we'll always tell you first and give you 30 days' notice unless you've asked for the increase yourself. When you receive this notice you can tell us not to increase your credit limit. If you prefer, you can tell us that we must always check with you before increasing your credit limit.

You can also tell us not to increase your credit limit at any time in the future or tell us at any time if you want to reduce your credit limit. We won't increase your credit limit if we think you can't afford to make the repayments.

You mustn't go over your credit limit but if you do, your credit records may be affected – this means it might be harder or more expensive for you to borrow in the future.

### **Giving you another card**

We may give you another card as a replacement or extra card at any time. It may have different features from your existing card, including a different number, branding or card scheme.

From time to time we may offer you an upgrade or change to a feature of your card. We'll tell you the terms of any upgrade or change you can choose. This may sometimes include new or increased fees as well as extra or changed benefits. If you choose the upgrade or change, we'll amend the terms of this agreement to reflect the change from the date of the upgrade or change. We may also send you another card or upgrade your account to give you extra benefits.

### **Additional rewards or features**

We may make additional rewards or features on your account available to you. If we do, we'll let you know which reward or feature is available, and tell you how to access it. We'll also tell you what the terms of the additional reward or feature are.

## 13. Making transactions

You can use your card to make transactions such as purchases, cash withdrawals or cash-like transactions, balance or money transfers and any other use that we allow, including using another service provider to make an online payment on your behalf, with your permission.

If you want to make a transaction using your card or card details, you'll need to approve it so that we can check it's genuine. You can do this using one of the following:

- The card itself or another device, such as a mobile phone, to confirm your identity
- A password, passcode, personal identifier, codes, personal identification number (PIN)
- Biometric data, such as voice recognition or behavioural data
- A combination of the above, such as your card and PIN

### How we authorise your transactions

When deciding whether we should authorise a transaction or not, we take into account amounts of money that have already been authorised but haven't already been added to your account, as well as interest, fees or charges that you might have to pay.

When you make a transaction from your account, we can't change or cancel it unless you withdraw your approval. You can only do this if the transaction is approved for a future date (for example, if you set up a regular payment) by contacting us or the retailer by the end of the business day before the transaction is due to be made.

If you contact us to cancel a regular payment, you may also want to contact the retailer to ask them to stop requesting payments. We'll try our best to stop the transaction from going through – but if for any reason it's taken after you've asked for it not to be, we'll refund the amount and any related interest or fees.

### When we may refuse transactions

We may refuse to authorise a transaction if any of the following applies:

- The transaction seems unusual compared with the way you normally use your card
- We reasonably suspect fraud or illegal activity
- You've reported your card as lost or stolen
- We reasonably consider this is necessary to protect the security of your account
- We reasonably believe the transaction would damage our reputation
- We've told you that we don't allow that type of transaction
- We need to restrict the use of your account for any of the reasons set out below
- The transaction relates to gambling, betting or gaming

Also, we may refuse a transaction if there's a risk you'll go over either your credit limit or your cash limit. By 'cash limit' we mean the limit on the value of transactions that get allocated to your cash balance. This might not be the same as your credit limit. If we authorise a transaction that would take you over your cash limit or your credit limit, it doesn't mean we've agreed to an increase in your limit.

If we refuse a transaction but you're not sure why, you can get in touch with us to find out. If we refuse a transaction, this agreement will continue, and we won't be responsible for any loss or damages caused as a result.

### **Restricting the use of your account**

We may prevent or limit the use of your account, stop service providers from making payments on your behalf, or end your ability to borrow more under this agreement, if we reasonably consider this is necessary for any of the following reasons:

- To protect the security of your account
- Because we're worried there may be unauthorised or fraudulent use of your account
- Because we reasonably suspect that you're using your card in a way we've told you isn't allowed
- Because the risk of you not paying any current or future balance on your account has significantly increased
- Because we believe you no longer live at the address we have on record for you, which means we might not be able to contact you
- Because allowing you to use your account means we might break a law, regulation, code or other duty that applies to us, or could expose us or other Barclays companies to action or criticism from any government, regulator or law-enforcement organisation
- You've used a feature of your account to tell us that you don't want to make future transactions or a certain type of transaction
- You've set up a paydown plan
- You've been in persistent debt (where you've paid more in interest, fees and charges than you've paid towards paying back what you've borrowed) for two consecutive 18-month periods, and you have not yet repaid your balance
- You've set up a paydown plan on another account with us, but you haven't kept to the terms and conditions of that plan

We'll get in touch with you by phone, email or post to tell you this has happened as soon as we can.

### **Transaction limits**

If you use your card to withdraw cash, we may limit the number of these transactions or the amount you can withdraw in a single day. We may also restrict your cash limit to a certain percentage of your overall credit limit. If you've got a contactless card, this will have a maximum contactless limit. For each of these limits, we'll let you know what they are and when they change.

## **Making transactions in a foreign currency**

Non-sterling transactions will be converted to sterling at a reference exchange rate. For purchases this is made up of the payment scheme exchange rate and the non-sterling purchase fee. For cash transactions, the non-sterling purchase fee isn't included.

The payment scheme exchange rate will be the Visa or Mastercard exchange rate. This is the rate that applied on the date the payment scheme processed the non-sterling transaction, which might be different from the rate when the transaction took place. The payment scheme exchange rate changes daily. Please visit our website or get in touch with us to find out details about these exchange rates.

You can see the cost of the currency conversion as a percentage mark-up against the European Central Bank (ECB) rates for several currencies in the 'Using Your Card Abroad' section of our website. This information allows you to compare our rates against the rates issued by the ECB. You can use the information to compare rates offered by other providers.

## **Refunds**

If you've agreed that a retailer in the European Economic Area can take a payment from your account (for example, if you've given your card details to a retailer for the purpose of making a payment), you can ask us to refund a payment if all of the following conditions apply:

- The approval you gave didn't specify the exact amount to be paid.
- The amount charged to your account was more than you could reasonably have expected to pay, based on circumstances including your previous spending patterns.
- You ask for a refund within eight weeks of the date when the payment was charged to your account.

You must give us any information we ask for that's reasonably necessary for us to investigate whether you're entitled to the refund. When we refund a payment we'll also refund any related interest, fees and charges.

We'll only refund any other transaction that you've approved if the retailer asks us to.

You won't be able to use a claim against the retailer (or anyone else) to make a claim against us, or to refuse to pay us. This doesn't affect your rights under Section 75 of the Consumer Credit Act 1974 (or any replacement act or rule).

### **Section 75 of the Consumer Credit Act 1974**

Your rights under Section 75 mean that if you use your card to buy goods or services, and the cost of an individual item is between £100 and £30,000, if you have a claim against the supplier for misrepresentation or breaking the terms of any contract you have with them, you can bring the same claim against us.



## **Transferring a balance**

If you ask us to make a balance transfer or a money transfer, you must make sure that the details you give us about the other account are clear and accurate.

If we believe there is a risk of money being sent to the wrong place because the details you've given for the transfer are unclear or inaccurate, we won't make the transfer for you. If the money is sent to the wrong place because you gave us the wrong details, we'll try to help you get your money back. If we can't do that, you can ask us to give you all the relevant information that we have so you can try to recover the money yourself.

If we make a mistake with your transfer, we'll refund you the full transfer amount and any other related interest, fees and charges.

If you ask us to make a transfer on a working day before the cut-off time, the payment will reach the receiving bank on the next working day. We'll tell you the cut-off time when you ask for a balance transfer. If you make the request on a non-working day or after the cut-off time, we'll process it on the next working day and the payment will reach the receiving bank on the next working day after that.

This will be the case unless you've agreed to make the payment on a future date, in which case the payment will reach the receiving bank the next working day after the date you've agreed with us.

Please bear in mind that you can't transfer a balance to or from another credit card account held with us (this includes our partner-branded cards).

## **14. How instalment plans work**

From time to time we may offer you an instalment plan which, for a one-off fee, allows you to repay a balance in monthly instalments over a period of time. When you create an instalment plan, we'll move the relevant amount from your main balance to your instalment plan balance in line with the terms of your instalment plan offer. We'll tell you the fee, and other key terms, before you take up the offer.

### **Creating an instalment plan**

If we tell you that a balance (a purchase or other amount) on your account qualifies for an instalment plan, for a limited period you'll be able to move that balance to a new instalment plan.

To find out whether a balance on your account qualifies for an instalment plan offer, you can check your account online or you can contact customer services. We may also send you information about offers that are open to you from time to time.

We'll charge you a fee for creating an instalment plan and we'll add this to your instalment plan. The amount of the fee will depend on the terms of the particular offer.

When we make you an instalment plan offer we'll allow you to repay the instalment plan over an agreed period, in line with the terms of your offer. We'll split the instalment plan over the length of the term you've chosen to calculate your monthly instalment plan payments. If you make all of your payments on time you'll repay your instalment plan by the end of the term.

### **Repaying or ending an instalment plan**

Your instalment plan may end if:

- you cancel it
- you repay it early, or
- you lose it.

If your instalment plan is cancelled, we'll tell you about any change to your minimum payment.

If you make a payment which is more than your main balance and your instalment plan instalment due for that month, you'll make an instalment plan overpayment. Any instalment plan overpayment you make will be used to reduce your future instalment plan payments. First, we'll use any overpayment to pay off your last monthly instalment plan payment, followed by your second-to-last monthly payment and so on. This could mean that the instalment plan will end early.

If the instalment plan ends early, we'll refund part of the fee you paid when you created the instalment plan. The refund will be based on the number of full instalment plan payments you no longer have to make.

## **15. Paydown plans**

If we've written to tell you that you are, or have been, in persistent debt, we may offer you a paydown plan.

A paydown plan is intended to help you pay the amount you owe over a period of up to four years.

Before you take out the paydown plan we'll tell you about any changes to your interest rates. While you're on the plan we won't increase your interest rates and they won't change in line with the Bank of England Base Rate.

Your paydown plan will cover the total amount that you owe at the time you take out the plan. All of the balances on your account will be included in the paydown plan. Your payments will reduce your balances in the same order as before you took out the paydown plan. Any transactions that are added to your account after the paydown plan is set up won't form part of the plan and you'll have to repay them after your paydown plan ends.

If you take out a paydown plan, your minimum payment will change from your next statement. Your new minimum payment amount will be the same each month and will be set at a level that will allow you to repay all of the balances which are part of your paydown plan over the period of the plan. While you're on the paydown plan, you can choose to pay more than your minimum payment to reduce the length of your paydown plan, and you can repay your balance in full at any time.

You can cancel the paydown plan at any time within six months of it starting. If you want to do this, you must tell us using the contact details in the 'Getting in touch' section below. If you cancel your plan, your minimum payment will no longer be your paydown plan payment. From your next statement we'll start calculating your minimum payment in the normal way. If you don't cancel your paydown plan, it will end when you've repaid all of the balances which are covered by it.

All of the other terms and conditions of this agreement will remain the same, so at the end of the paydown plan (or if you cancel the paydown plan), your credit card agreement will carry on.

## 16. Paying your bill

All payments you make to us must be in sterling, cover at least your minimum payment and arrive by the payment due date every month. To help make this as easy as possible, your monthly statement will tell you exactly how and when to make payments so they reach us on time.

As this is a credit agreement, we'll never pay interest to you for any balance on the account and you should not keep money in your account. For this reason, you need to make sure that you don't pay more than your total outstanding balance (which would create a 'positive balance'). If you do have a positive balance, we can return that balance to you, rather than leaving it in the account. If you have a Barclays current account, you authorise us to return any positive balance to that account. If you don't have a Barclays current account, you authorise us to return any positive balance to the same current account you use to pay your bill. We'll contact you before transferring the money to give you the opportunity to ask us to return the balance to a different account.

### Statements and other information

We'll produce a monthly statement that shows the transactions made since your last statement and what payment is due to us that month. We may also give you notices that we must give you by law in your statement, or we may give you these notices separately. These notices could be about overdue payments, default fees that have been added to your account, or a change that we need to make to this agreement.

As well as your statement and the notices which may be included in it, we'll also give you other information about your agreement with us. This information includes copies of your terms and conditions. You can ask for a copy of your terms and conditions at any time.

If we've agreed to do so, we'll provide this information and your statement in the account servicing section of our website or app. We'll tell you when your statement (and other information) is ready to view. You'll then be able to access it by logging in to your online account, or by using our app. We'll also send your statement (and other information) by post or email if you choose to receive information in those ways. Once we've sent you a notice or other message using your most recent contact details, we'll assume that you've received it.

If we can't produce a statement for any reason, we'll use your normal statement date to work out your next payment date and any interest to be added, and let you know what it is. You'll need to get in touch with us straight away if you think we've made a mistake on your statement.

If you choose to have only paperless communications from us, you agree that the documents we give you electronically can be in PDF or another format which allows you to print or save the document to refer to in the future. We won't change any documents which we give you electronically. You should print or save your online statements for your records. If we only produce a document in the account servicing section of our website or app, we'll tell you when it's ready to view.

### **How we allocate payments**

If a payment you make is less than your total outstanding balance as shown on your statement, we'll use it as follows:

- If you have any instalment plans on your account, to make any instalment plan payments due for that month.
- To reduce your main balance (your statement balance less any instalment plan balance). We'll start with the balances charged at the highest interest rate first and then reduce the lower-rate balances. If you have more than one promotional balance at the same interest rate, we'll use your payment to reduce the balance with the promotional rate that ends first.
- If you have any instalment plans on your account, to reduce any remaining instalment plan balance. If you have more than one instalment plan, we'll use your payment to reduce the instalment plan that ends first.

If the standard balance includes default fees, we'll pay those off before the rest of the standard balance.

When you make a payment, we'll always reduce the balances that appear on your statement before we use your payment to reduce the value of transactions that haven't yet appeared on your statement.

### **Missed payments**

If you miss your minimum payment we'll add a late payment fee to your account. You can miss your minimum payment by not making a payment, by only paying part of your minimum payment or by making your payment late (after the payment due date). If you miss a payment, the following will also apply to your account:

- You might not be eligible for offers or promotions.
- We may take the payment from any other Barclays accounts you have.
- Your records with credit reference agencies might be affected, meaning it may be harder or more expensive for you to borrow in the future.

If you miss two payments in a row, we'll cancel any instalment plans on your account and move any remaining instalment plan balance to your standard balance and charge interest at your standard rate.

If you've missed a payment, your next statement will ask for the overdue amount as well as your next minimum payment. We may move overdue amounts from previous statements to the new balance on your next statement to help you manage your account. These amounts will no longer be overdue and won't show as overdue amounts on your statement. When you do make a payment, we'll use this to pay off overdue payments first.

If you're having difficulty making payments, or if you think you're likely to struggle making payments in the future, please get in touch with us as soon as you can.

Missing payments could lead to legal action or insolvency proceedings such as bankruptcy (although we rarely need to take these actions).

We may also sell your debt on to another organisation. If you have other accounts with Barclays, we may use money in those accounts to pay us.

### **Offsetting**

If we owe you money, we may offset that amount against (use it to reduce) balances owed to us across this and other accounts.

## **17. Additional cardholders**

You can ask us to give an additional card for your account to any eligible person you nominate. By 'additional card' we mean any card (or cards) we give to additional cardholders under this agreement.

Your additional cardholders won't be able to ask us for information about your account. Additional cardholders don't have full access to the services you have as the main account holder.

As the account holder, you'll always be responsible for paying the total outstanding balance on your account, and any use of the card by an additional cardholder – so you need to make sure all additional cardholders are aware of this agreement and keep to it. You can tell us to cancel an additional card, and you should destroy the card.

## **18. Protecting your card and details**

You must always keep your card and its details safe, and make sure no-one else can use them without your permission. You should memorise your PIN and other security information and keep them secret at all times. Never write them down or record them in any way without first disguising the information. It's also important that you never let anyone else see your PIN, so please securely destroy any letter with it on.

You must only ever reveal the card number to make a transaction, to access your account, to report the loss or theft of the card, or if we ask you to.

We'll never call you to ask you for your passwords or full security details. We'll also never ask you to withdraw or hand over cash or transfer money to another account. When you call us or we call you, we'll always first check we're speaking to the right person by asking you several security questions associated with your account.

### **Lost or stolen cards**

If your card or card details are lost or stolen, if you think they may be misused, or if you think someone else may know your PIN, the first thing you need to do is contact us as soon as possible. We'll then put a stop on the card and you won't be able to use the card again.

You won't be responsible for any transactions made with your card if it's lost, stolen or misused before you receive it, but you must tell us as soon as you become aware of a problem.

If someone uses a card and they received it with either your or any additional cardholder's permission, you may be liable for all the transactions that take place until you tell us that it's being misused. You won't be liable if you or any additional cardholder hasn't given permission for someone else to have the card. If you find your card again after reporting it as lost or stolen, please destroy it.

When you get in touch with us to tell us that your card has been lost, stolen or misused, you must give us all the information you have about it. We may pass any of this information on to the police if we think it will be useful.

#### **If your card is lost or stolen, please contact us:**

- **01604 230230**
- Hilton Honors Platinum Visa Card, Barclaycard, PO Box 9131, 51 Saffron Road, Leicester, LE18 9DE

Please keep your contact information up to date so that we can contact you in the case of suspected fraud.

## **19. Closing your account**

When you first open your account you can withdraw from this agreement without giving a reason by calling or writing to us within 14 days from the day after you receive your first card. Once you've told us you're withdrawing from this agreement, you'll have 30 days to pay back anything you've spent on your card. You can do this by calling us on the number in the 'Getting in touch' section below. If you don't repay us within 30 days, we may charge interest in line with the terms of this agreement.

This agreement has no fixed term. This means it will continue until you or we decide to close your account. You can close the account by calling or writing to us, and we can close the account by writing to you. Unless we're closing your account for one of the reasons below, we'll give you at least two months' written notice.

We may close your account and require immediate repayment of your total outstanding balance for the reasons below:

- If we reasonably believe that you've broken this agreement regularly or seriously
- If you've acted fraudulently
- If the Home Office tells us that you've become a 'disqualified person' due to your immigration status
- If you become bankrupt (or enter into a voluntary arrangement with your creditors) or if we believe this is likely to happen
- If you die (in this case, we may ask your estate to make the repayment)

We'll always follow any legal requirements before we take any of these steps.

**If you or we close your account, the following will apply:**

- You'll need to make all payments that are due on your account. We'll fix the interest rates so they don't change as a result of the Base Rate changes.
- No further payments will be made from your account so you'll need to cancel any regular payments and make other arrangements to pay.
- You won't be able to reopen your account and so you should destroy all cards.

This agreement will continue until you've paid everything you owe, including amounts added to your account after you've given or received notice about closing your account. You can repay all or part of the balance at any time.

**Transferring this agreement**

We may transfer to any other person any or all of our rights and duties under this agreement at any time (including, without limitation, our duty to lend to you). We may do this without telling you. Your rights under this agreement and your legal rights (including those under the Consumer Credit Act 1974) won't be affected. You won't be able to transfer any rights you have against us to anyone else.

## 20. Account maintenance fee refund

If you have to pay a yearly account maintenance fee and you close your account because we've removed or changed a benefit that came with your card and this has a negative effect on you, we'll refund part of the account maintenance fee. We'll calculate the refund from the date you tell us you want to close your account.

We'll also refund part of the account maintenance fee if we close your account for a reason other than you breaking this agreement repeatedly or seriously. We'll calculate the refund from the date we close your account.

Any refund we give you will be a fair proportion of the full yearly account maintenance fee, and will depend on the date your account closes. If you have to pay a monthly maintenance fee for your account, we won't refund any of the fee.

## 21. Getting in touch

### **We'll only ever communicate with you in English.**

If you ever need to get in touch with us for any reason, you can contact us:

- Online at [barclaycard.co.uk](https://www.barclaycard.co.uk)
- Over the phone on **0800 151 0900** (from a landline) or **0333 200 9090** (from a mobile)
- By post at Hilton Honors Platinum Visa Card, Barclaycard, PO Box 9131, 51 Saffron Road, Leicester, LE18 9DE

If your request needs written confirmation, we may ask you to write to us.

### **Changing your details**

Please keep us up to date with the name, residential address, email address, landline number, mobile number, nationality and date of birth for you and your additional cardholders (who must be based in the British Isles). If you (or any additional cardholders) are living overseas, please let us know so that we can contact you. Please note that if we need to send you any letters by law or under any regulations that apply, we'll continue to send these to your residential address in the UK. We may close your account if you're living overseas or if you ask us to communicate with you using a Post Office box address. We'll give you notice in line with these terms and conditions if we do this. We'll always communicate with you using the most recent contact details you've given us. We're not responsible if you don't receive information because you haven't told us about a change to your contact details.

### **If things go wrong**

Please get in touch with us straight away if you think there's anything wrong with your account.

Unless we can't for legal reasons, we'll let you know if there's a fraud or security risk to your account by sending you a secure message, emailing, calling or writing to you.



If we don't meet our obligations under this agreement due to events outside of our control – such as machine failure, industrial disputes or because we have to keep to a relevant law – we won't be responsible for any losses and costs caused.

### **Making a complaint**

To make a complaint, please contact us using the above phone number or address. If anything's unclear or if you're unhappy with the way we handle your complaint, please get in touch with the person or department who handled your complaint and they'll do everything they can to answer your questions and reach an agreement.

If you're still unhappy and you've received a final response letter from us, you can ask for a review from the Financial Ombudsman Service. You can use the details below to contact them and find out more information about how to use their service.

#### **The Financial Ombudsman Service**

- The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)
- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Under the Payment Services Regulations (PSRs), we must give you appropriate information about your transactions and consider any complaints you make as soon as possible. If you think we've failed to do this, you can complain to the Financial Conduct Authority (FCA). For more information, visit the FCA website.

### **Governing law**

The law of England and Wales applies to these terms. Any dispute about this agreement can be dealt with by an English or Welsh court unless your address is in:

- Scotland (where it will be dealt with by the courts of Scotland)
- Northern Ireland (where it will be dealt with by the courts of Northern Ireland)

### **About us**

We're authorised and regulated by the Financial Conduct Authority (12 Endeavour Square, Stratford, London, E20 1JN) to carry out activities relating to consumer credit.



**This information is available in large print, Braille and audio, by calling 0800 161 5326 (via Relay UK if appropriate).**

**Barclaycard also welcomes calls via SignVideo for BSL users. For more information visit [barclaycard.co.uk/accessibility](https://barclaycard.co.uk/accessibility)**

All Barclaycard customer service lines are non-premium rate numbers. Calls to 0800 numbers are free from UK landlines and personal mobiles, otherwise call charges may apply. Please check with your service provider. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

Hilton Honors Platinum Visa Card is issued by Barclays Bank UK PLC trading as Barclaycard. Hilton Honors is a registered trademark of Hilton Honors Worldwide, LLC and Visa® is a registered trademark of Visa International Service Association. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 759676). Registered in England No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP. Barclays Bank UK PLC adheres to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)