

Important Account Information

Credit Card Disclosure Chart

Disclosure Chart for the Boscov's Credit Card

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	25.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	29.99% 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 your APRs are increased for this reason, the Penalty APR may apply indefinitely.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees

Annual Fee	NONE
Penalty Fees	
Late Payment	Up to \$35
Over the Credit Limit	NONE
Returned Payment	Up to \$25

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your Cardholder Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

You may pay the entire New Balance at any time.

FORM INT-Boscovs-60 (10/06/2014)

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

NOTICE FOR DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

NOTICE FOR OHIO RESIDENTS: The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

IMPORTANT TERMS OF YOUR CREDIT CARD ACCOUNT

INTEREST RATES INFORMATION

Your variable Annual Percentage Rate (APR) is your Spread plus the Prime Rate, which is described in the HOW A VARIABLE RATE MAY CHANGE section. Your Daily Periodic Rate (DPR) is described in the INTEREST CHARGES section.

This APR will vary with the market based on the Prime Rate

	APR	DPR	Spread	Maximum Rate
Standard APR	25.99%	.07121%	22.74%	29.99%
Penalty APR	29.99%	.08216%	26.74%	29.99%

HOW A VARIABLE RATE MAY CHANGE

Your variable APRs can change with each monthly billing cycle.

We will apply each APR to the applicable balance for each type of transaction. Each variable APR will be equal

to:

- a. the amount shown in the chart ("Spread"); plus
- b. the U.S. "Prime Rate" as defined below.

The Prime Rate will be as shown in the Money Rates table of *The Wall Street Journal* that is in effect on the last day of the month.

Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.

An increase in the U.S. Prime Rate will increase your Daily Periodic Rates. It may also increase your

- Interest Due; and/or
- Minimum Payment Due.

ABOUT THE PENALTY APR

If you do not make your Minimum Payment Due within 60 days after the Payment due date we may increase your APRs to the Penalty APR.

If this occurs:

- we will provide advance notice before the Penalty APR goes into effect.
- once the Penalty APR goes into effect, if you make six consecutive on-time minimum payments when due, your rates will return to the non-penalty APRs applicable to your Account.
- If you do not make six consecutive on time minimum payments, we may keep the Penalty APR on your Account indefinitely.

ABOUT INTEREST CHARGES

TREATMENT OF FEES AND INTEREST

Any fees or Interest will be added to your purchase balance unless otherwise stated in this Agreement.

MINIMUM INTEREST CHARGE

If you are charged Interest, the charge will be no less than the Minimum Interest Charge listed in the chart.

ABOUT ACCOUNT FEES & OTHER CHARGES

FEES AND LIMITS

The fees that apply to your Account are shown in the purchase balance unless otherwise stated in this Agreement.

If charging any fee shown in the chart would exceed first-year fee limits set by law, we may charge an amount allowed by law. If we do this, it does not affect our ability to charge the full fee amount later.

LATE PAYMENT FEE

This fee is charged in any billing cycle that you do not pay at least the Minimum Payment Due by the Payment Due Date.

Your Late Payment Fee is \$25 for the first occurrence and \$35 for additional occurrences during the next six billing cycles. In no event will your Late Payment Fee exceed the Minimum Payment Due.

OVER THE CREDIT LIMIT FEE

This fee is shown in the "Fees" table at the front of this credit application and will be charged if:

- your Account balance exceeds your credit limit at any time during a billing cycle.

RETURNED PAYMENT FEE

This fee is shown in the "Fees" table at the front of this credit application. It is charged each time a check or other form of payment to us is returned or not honored.

PAYMENT BY PHONE FEE

This fee:

- may be charged each time anyone makes a payment to your Account with the assistance of a live phone representative; and
- the amount is disclosed at the time a payment by phone is requested.

COPY REQUEST FEE

A copy request fee may be charged each time a copy of a document is requested.

The fee amount will be disclosed at the time of your request.

REISSUED CARD FEE

You may be charged \$5 each time you request that your credit card be reissued.

INTRODUCTION**KEY TERMS**

"You" and "your" means each Applicant who:

- applied for this Account bearing the name Boscov's; and/or
- agrees to pay for the Account.

"We," "us," and "our" means Capital One, N.A. located at 1111 Town Center Drive, Las Vegas, Nevada 89144.

"Applicant" means the primary Cardholder.

"Agreement" means all parts of this document and any future supplements or amendments.

"Card" means any card, card number or other device we issue to access your Account.

GETTING STARTED

The Card must be signed to be used.

When you use the Account or sign the card or sales slips, you agree to:

- the terms of this Agreement; plus
- any amendments or supplements to the Agreement.

You may close your Account at any time. Please see the CLOSING YOUR ACCOUNT section in your Cardholder Agreement for details.

USING YOUR ACCOUNT**ALLOWED USE**

You agree to:

- use your Account only for lawful purposes
- use your Account for only personal, family, household, or charitable purposes; and
- repay us for all costs related to uses not allowed under this Agreement.

You are not allowed to use your Account:

- to make payments to this credit card or any other loan payments to us or our affiliates; or
- for internet gambling

If you have given someone permission to use the Card, this is not unauthorized use and you will be liable for all use by that person.

SECURITY INTEREST

A "Security Interest" is our interest in an item that you buy using your Account that secures the payment of your Account.

Except as noted below, you grant us a security interest (which we may or may not perfect) in the following items financed using your Account:

- any goods you buy with your Card; and
- any proceeds you get from the following:

- a. insurance contracts, and returned premiums: and/or
- b. mechanical failures and/or
- c. extended service contracts, which we preserve the right to perfect or not.

Each good you buy using your Account:

- secures your entire Account balance until that good is paid in full; and
- may be taken from you if you do not pay on time.

To decide when a purchase is paid off and no longer subject to a security interest, your payments will be first applied to: described in the "How We Apply Payments" section of your Cardholder Agreement.

Once you have fully paid for any good, we will release our purchase money security interest in that good.

We do not take a security interest if you:

- live in NY and the original purchase price of the good was less than \$200 or
- live in MD and the original purchase price of the good was less than \$700.

If we take back any good, we may charge you our costs and require you to make the good available at a convenient place of our choice as allowed by law. This may include our cost to:

- repair the good; and/or
- store the good; and/or
- sell the good; and/or
- other costs allowed by law.

ACCOUNT FEES AND OTHER INTEREST RATES

ABOUT YOUR APRs

Your APRs are shown in the "Interest Rates and Interest Charges" table at the front of this credit application.

A Daily Periodic Rate is used to determine your Interest Charges in any billing cycle. To determine this rate, we divide your APR by 365; then round this number up to the next hundred thousandth of a percentage point.

PROMOTIONAL CREDIT PLANS

From time to time, we may offer one or more Promotional Credit Plans. These may be offered to you:

- prior to your purchase; and/or
- at the time of your purchase.

Any of these Plans may be offered at any time and are conditioned on your timely payment of at least the Minimum Payment Due for each billing statement:

- a. **Waived Interest Charge Credit Plan**
With this Plan there are no Interest Charges on your purchase for a specified period.
- b. **Same As Cash / Monthly Payment Credit Plan**
With this Plan, there are no Interest Charges on your purchase if you repay the full cash price of the purchase before the promotional expiration date shown on your billing statement.
If you do not repay in full by the promotional expiration date, Interest Charges will be imposed from the purchase date.
- c. **Reduced Rate Credit Plan**
With this Plan, you will receive a reduced periodic rate on your purchase for a specified period.
- d. **Special Repayment Term Credit Plan**
With this Plan special repayment terms will be applied to the purchase for the specified period.
- e. **Special Repayment Term / Reduced Rate Credit Plan**
With this Plan special repayment terms and a reduced periodic rate will be applied to the purchase for the specified period.

Purchases that do not fall under one of these Plans are called Regular Credit Plan purchases.

If you make more than one purchase on your card, these balances may be treated differently.

Certain rules apply to the allocation of payments and interest charges on your promotional purchase if you make more than one purchase on your Card. Call 1-888-367-4310 or review the HOW WE APPLY

PAYMENTS section of your Cardholder Agreement for information.

INTEREST CHARGES**HOW INTEREST CHARGES ARE CALCULATED**

Each billing statement shows the Interest Charges, which are calculated separately for each:

- Promotional Credit Plan with a unique due date or unique terms;
- Regular Credit Plan

The total interest charge for the billing cycle is the sum of the interest charge for each plan subject to the minimum interest charge shown in the chart.

For Same As Cash Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current cycle. The Interest Charge is the total of:

- the applicable Daily Periodic Rate for the current cycle times the Daily Balance for each day in the current cycle; plus
- the applicable Daily Periodic Rate for each prior cycle times the Daily Balances of the Credit Plan for each day during each prior cycle.

For Plans other than Same As Cash, the interest charge is the total of:

- the applicable Daily Periodic Rate for the Plan times the Daily Balance for the plan for each day in the cycle.

HOW DAILY BALANCE IS DETERMINED

To determine your Daily Balance, we:

- take the opening balance for each Plan for that day; then
- add the following that were incurred on that day:
 - a. any new purchases
 - b. any previous day's periodic Interest Charges
 - c. any fees and charges, including any credit insurance premiums or debt cancellation fees, if these apply.

then

- subtract any payments and/or credits.

For any Same As Cash Credit Plan:

Any credit insurance premiums or debt cancellation fees are not included in the Daily Balance of that Plan during the promotional period.

We also make any needed adjustments. For example:

- If a transaction posts after but occurs before the start of a billing cycle, we may adjust the amount above to include this transaction. It will be included as of the first day of the billing cycle in which it posts.
- If your Account is subject to a grace period during the billing cycle, your payments will be subtracted from all Daily Balances in the current billing cycle.
- If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, we will make this adjustment:
 - the applicable Daily Balance(s) and any related Interest Charges will be adjusted to include the transaction amount as of the date of the original payment or transaction.

To calculate your Average Daily Balance, we:

- add the Daily Balances for each day of the billing cycle; then
- divide this total by the number of days in the billing cycle.

HOW TO AVOID PAYING INTEREST ON PURCHASES

The number of days until your Payment Due Date after the close of each billing cycle is indicated in the Interest Rates and Interest Charges section of this Agreement. We will not charge you Interest on purchases if you pay your entire balance by the due date each month.

Interest charges begin on the transaction date and continue to accrue until paid in full except as noted below:

EXCEPTIONS

1. **For New Purchases and balances:** No interest is charged in a billing cycle on a Regular, Reduced Rate, or Special Repayment Terms Credit Plans if the combined Previous Balance of those Plans at the beginning of the cycle is:
 - a. zero; or
 - b. a credit balance (e.g., less than zero); or
 - c. paid in full before the Payment Due Date that falls during the cycle;
2. **For Waived Interest Charge Credit Plans:** No interest is charged for the promotional period.
3. **For Same As Cash Credit Plans:** No interest is charged if the full cash sales price is paid in full before the promotion expiration date.

COMMUNICATIONS

We may contact you from time to time regarding your *Account*. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

1. contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
2. contact you using an automated dialing or similar device ("Autodialer");
3. contact you at your home and at your place of employment;
4. contact you on your mobile telephone;
5. contact you at any time, including weekends and holidays;
6. contact you with any frequency;
7. leave prerecorded and other messages on your answering machine/service and with others; and
8. identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your *Account* are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your *Account* with someone else, you must provide us with documents that we ask for and that are acceptable to us.

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.

What To Do If You Find A Mistake On Your Statement

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

Capital One

P O Box 30258, Salt Lake City, UT 84130-0258

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's 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
PO Box 30258, Salt Lake City, UT 84130-0258

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.

FORM INT-Boscovs-60 (10/06/2014)

Signature Disclosure

All the information furnished on this application is, to the best of your knowledge, complete and accurate. You agree that you are furnishing all such information on this application to both Boscov's, and to Capital One, N.A. ("we", "us"), the issuer of the Boscov's credit card. You authorize Capital One, N.A. and Boscov's to exchange information about you so that you can receive the benefits and services of the Boscov's credit card

program, and so that Boscov's can inform you of additional information, offers and opportunities. You agree that we may obtain a credit bureau report on you and we may check any of the information provided on this application from whatever source we choose. You further understand that if you become disconnected during this application process, you may have to reapply for credit. By completing, signing and submitting, or electronically or telephonically submitting this application, you are applying for a credit limit in the highest amount we deem appropriate, regardless of an initial sale amount, and you are requesting a Card issued to you by us which will allow you to make purchases under this Account. By a) signing, using or permitting others to use this Card; b) signing or permitting others to sign sales slips; c) making or permitting others to make purchases by telephone, Internet, or any other means, you agree to the terms and conditions of the Important Terms of Your Credit Card Account and to the Cardholder Agreement and Disclosure Statement which shall be sent to you with the credit card. If this is an electronic transmission, you have read, printed and retained a copy of your Important Terms before making any purchase under this Account. You grant us a purchase money security interest in the goods purchased on your Account. **You acknowledge receipt of the Privacy Notice and understand that we may share information relating to you with Boscov's, whether or not you are approved for credit.**

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