

**MBNA**  
**“Frequently Asked Questions”**

- Q. As a class member, do I have any liability for MBNA’s costs?**
- A. No.** Only the representative plaintiff is responsible for the payment of the defendant’s costs, if the common issues trial is unsuccessful.
- Q. I have not taken any cash advances using my MBNA credit card. Am I still a member of the class?**
- A. Yes.** The class definition includes all present and former MBNA credit cardholders whose cards allow cash advances. The class was defined broadly, as the relief sought in the action includes a request that MBNA change its practices to prevent the receipt of interest in excess of an effective annual rate of 60%, which may result in changes to MBNA’s administration in the receipt of payments or changes to the terms of the cardholder agreement.
- Q. Do I have to opt out of the class action if I have not taken any cash advances?**
- A. No.** The decision to remain as a class member or to opt out is up to you.
- Q. Is there any down side to remaining in the class action?**
- A. No.** You should only opt out of the class action if you intend to pursue your own individual action against MBNA in respect of the cash advance issue, at your own expense.
- Q. I still want to opt out. Is there a special form I must complete?**
- A. No.** A simple letter stating that you wish to opt out of the MBNA class action, including your name, address and signature is all that it required. Send it by regular mail (registered mail is not necessary), or by fax or courier to the address referenced on the Notice.
- Q. I am a class member. Do I have to do anything else to participate in this class action?**

A. **No.** As a present and former MBNA credit cardholders whose cards allow cash advances, you are already part of the class action. You do not need to register. If you no longer have a current account with MBNA, you may provide your current address to class counsel to ensure that you are provided with any further notices regarding any judgment or settlement that may ultimately be achieved. Notices will be published in the event of a settlement or judgment to inform you of your rights at that time.

**Q. As a class member, will I have any responsibility to pay Class Counsel's legal fees?**

A. The representative plaintiff has entered into a contingency fee agreement with class counsel. It states that Class Counsel will only be paid in the event of success, either through a settlement or a judgment against MBNA. Class Counsel will then be paid from the proceeds of the settlement or judgment but only after their fees have been fixed and approved by the Court.

**Q. I pay my MBNA account in full every month, so I don't think that I have paid interest of 60%.**

A. Even though your account statement does not indicate that MBNA charged you interest of 60%, if you obtained a cash advance from MBNA and repaid the advance in full in a relatively short period of time, such as within a few months, you may very well have paid interest at an effective annual rate in excess of 60% as a result of the flat fee charged by MBNA at the time that the cash advance was taken. The flat fee is also "interest".

**Q. Will I ever be contacted by you with regard to this matter? Would I ever have to go to court to testify or give evidence?**

A. There will be another public notice once a date is set for the trial of the common issues. While you are certainly not required to attend the trial, anyone is welcome to attend and observe the court proceedings. It is very unlikely that you would ever be required to appear in court to give evidence at the common issues trial.