

Western Union CO
 Form 424B2
 December 07, 2012
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 Registration File No. 333-170967

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
2.375% Notes due 2015	\$250,000,000	100%	\$250,000,000	\$34,100
2.875% Notes due 2017	\$500,000,000	100%	\$500,000,000	\$68,200
Total aggregate amount of securities to be registered	\$750,000,000	100%	\$750,000,000	\$102,300

(1) Calculated in accordance with Rule 457(o) and (r) under the Securities Act of 1933, as amended.

PROSPECTUS SUPPLEMENT

(To Prospectus dated December 3, 2010)

\$250,000,000

2.375% Notes due 2015

\$500,000,000

2.875% Notes due 2017

The Western Union Company is offering \$250,000,000 aggregate principal amount of 2.375% Notes due 2015 (the 2015 Notes) and \$500,000,000 aggregate principal amount of 2.875% Notes due 2017 (the 2017 Notes , and together with the 2015 Notes, the notes). Interest on the 2015 Notes will be set at a per annum rate equal to 2.375% and interest on the 2017 Notes at a per annum rate equal to 2.875%. The interest rate on the notes of each series may be adjusted under the circumstances described in this prospectus supplement under Description of the Notes General Interest Rate Adjustment. The Western Union Company will pay interest on the notes on June 10 and December 10 of each year,

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beginning June 10, 2013. The 2015 Notes will mature on December 10, 2015 and the 2017 Notes will mature on December 10, 2017.

The Western Union Company may redeem the notes of a series at any time in whole or from time to time in part at the price specified in this prospectus supplement under the section titled "Description of the Notes - Optional Redemption."

The notes will be The Western Union Company's senior unsecured obligations and will rank equally in right of payment with its other existing and future senior unsecured obligations. The notes will be effectively junior to all existing and future indebtedness and other liabilities of our subsidiaries.

The notes will not be listed on any securities exchange or included in any automated quotation system. Currently there is no public market for the notes.

Investing in the notes involves risks. See the sections titled Risk Factors beginning on page S-12 of this prospectus supplement and page 5 of the accompanying prospectus for a discussion of certain of the risks you should consider before investing in the notes.

	Public offering price(1)	Underwriting discount	Proceeds to us (before expenses)
Per 2015 Note	99.816%	0.450%	99.366%
2015 Notes Total	\$ 249,540,000	\$ 1,125,000	\$ 248,415,000
Per 2017 Note	99.506%	0.600%	98.906%
2017 Notes Total	\$ 497,530,000	\$ 3,000,000	\$ 494,530,000

(1) Plus accrued interest from December 10, 2012, if settlement occurs after that date.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

We expect that the notes will be ready for delivery in book-entry form only through The Depository Trust Company and its participants, including Clearstream Banking, société anonyme and Euroclear Bank, S.A./N.V., on or about December 10, 2012.

Joint Book-Running Managers

J.P. Morgan

Morgan Stanley

Co-Managers

BNP PARIBAS

CIBC

Fifth Third Securities, Inc.

HSBC

UBS Investment Bank

US Bancorp

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The date of this prospectus supplement is December 5, 2012.

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Prospectus

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the terms of the offering of the notes. The second part is the accompanying prospectus dated December 3, 2010, which we refer to as the accompanying prospectus. The accompanying prospectus contains a description of certain terms of the debt securities we may issue, including the notes, and gives more general information, some of which may not apply to the notes.

We have not, and the underwriters have not, authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus supplement and the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the underwriters are not, making an offer to sell the notes in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates.

Before you invest in the notes, you should carefully read the registration statement (including the exhibits thereto) of which this prospectus supplement and the accompanying prospectus form a part, this prospectus supplement, the accompanying prospectus and the documents incorporated by reference into this prospectus supplement and accompanying prospectus. The incorporated documents are described under [Where You Can Find More Information](#).

As used in this prospectus supplement, the terms Western Union, the Company, we, us and our refer to The Western Union Company and its consolidated subsidiaries or to The Western Union Company and all of its consolidated subsidiaries taken as a whole, as the context requires.

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FORWARD-LOOKING STATEMENTS

This prospectus supplement, the accompanying prospectus and the materials we have filed or will file with the Securities and Exchange Commission (the "SEC") (as well as information included in our other written or oral statements) contain or will contain certain statements that are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Actual outcomes and results may differ materially from those expressed in, or implied by, our forward-looking statements. Words such as "expects," "intends," "anticipates," "believes," "estimates," "guides," "provides guidance," "provides outlook" and other similar expressions or future or conditional verbs such as "will," "should," and "could" are intended to identify such forward-looking statements. You should not rely solely on the forward-looking statements and should consider all uncertainties and risks throughout this prospectus supplement and the accompanying prospectus, including those referenced under the sections titled "Risk Factors" and those incorporated by reference herein. The statements are only as of the date they are made, and we undertake no obligation to update any forward-looking statement.

Possible events or factors that could cause results or performance to differ materially from those expressed in our forward-looking statements include the following: (i) events related to our business and industry, such as: deterioration in consumers' and clients' confidence in our business, or in money transfer and payment service providers generally; changes in general economic conditions and economic conditions in the regions and industries in which we operate, including global economic downturns and financial market disruptions; political conditions and related actions in the United States and abroad which may adversely affect our business and economic conditions as a whole; interruptions of United States government relations with countries in which we have or are implementing material agent contracts; the pricing of our services and any pricing reductions, and their impact on our customers and our financial results; failure to compete effectively in the money transfer and payment service industry with respect to global and niche or corridor money transfer providers, banks and other money transfer and payment service providers, including telecommunications providers, card associations, card-based payment providers and electronic and Internet providers; changes in, and failure to manage effectively exposure to, foreign exchange rates, including the impact of the regulation of foreign exchange spreads on money transfers and payment transactions; changes in immigration laws, interruptions in immigration patterns and other factors related to migrants; our ability to adapt technology in response to changing industry and consumer needs or trends; our failure to develop and introduce new services and enhancements, and gain market acceptance of such services; mergers, acquisitions and integration of acquired businesses and technologies into our Company, and the realization of anticipated financial benefits from these acquisitions; decisions to downsize, sell or close units, or to transition operating activities from one location to another or to third parties, particularly transitions from the United States to other countries; decisions to change our business mix; failure to manage credit and fraud risks presented by our agents, clients and consumers or non-performance by our banks, lenders, other financial services providers or insurers; adverse movements and volatility in capital markets and other events which affect our liquidity, the liquidity of our agents or clients, or the value of, or our ability to recover our investments or amounts payable to us; any material breach of security or safeguards of or interruptions in any of our systems; our ability to attract and retain qualified key employees and to manage our workforce successfully; our ability to maintain our agent network and business relationships under terms consistent with or more advantageous to us than those currently in place; adverse rating actions by credit rating agencies; our ability to protect our brands and our other intellectual property rights; our failure to manage the potential both for patent protection and patent liability in the context of a rapidly developing legal framework for intellectual property protection; changes in tax laws and unfavorable resolution of tax contingencies; cessation of or defects in various services provided to us by third-party vendors; material changes in the market value or liquidity of securities that we hold; restrictions imposed by our debt obligations; significantly slower growth or declines in the money transfer, payment service, and other markets in which we operate; and changes in industry standards affecting our business; (ii) events related to our regulatory and litigation environment, such as: the failure by us, our agents or their subagents to comply with laws and regulations designed to detect and prevent money laundering, terrorist financing, fraud and other illicit activity; changes in United States or foreign laws, rules and regulations

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including the Internal Revenue Code, governmental or judicial interpretations thereof and industry practices and standards; liabilities resulting from a failure of our agents or subagents to comply with laws and regulations; increased costs due to regulatory initiatives and changes in laws, regulations and industry practices and standards affecting our agents; liabilities and unanticipated developments resulting from governmental investigations and consent agreements with, or enforcement actions by, regulators, including those associated with compliance with, or a failure to comply with, the settlement agreement with the State of Arizona; the impact on our business of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the rules promulgated there-under and the actions of the Consumer Financial Protection Bureau; liabilities resulting from litigation, including class-action lawsuits and similar matters, including costs, expenses, settlements and judgments; failure to comply with regulations regarding consumer privacy and data use and security; effects of unclaimed property laws; failure to maintain sufficient amounts or types of regulatory capital to meet the changing requirements of our regulators worldwide; and changes in accounting standards, rules and interpretations; and (iii) other events, such as: adverse consequences from our spin-off from First Data Corporation; catastrophic events; and management's ability to identify and manage these and other risks.

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INDUSTRY DATA

This prospectus supplement and the accompanying prospectus include or incorporate by reference industry and trade association data, forecasts and information that we have prepared based, in part, upon data, forecasts and information obtained from independent trade associations, industry publications and surveys and other independent sources available to us. Some data also are based on our good faith estimates, which are derived from management's knowledge of the industry and from independent sources. The primary sources for third-party industry data and forecasts are Aite Group, LLC, or Aite, and other industry reports and articles. These third-party publications and surveys generally state that the information included therein is believed to have been obtained from sources believed to be reliable, but that the publications and surveys can give no assurance as to the accuracy or completeness of such information. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions on which such data are based. Similarly, we believe our internal research is reliable, even though such research has not been verified by any independent sources.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. The SEC allows us to incorporate by reference into this prospectus supplement the information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus supplement, and information that we file later with the SEC will automatically update and supersede this information. SEC rules and regulations also permit us to furnish rather than file certain reports and information with the SEC. Any such reports or information which we have indicated or indicate in the future as being furnished shall not be deemed to be incorporated by reference into or otherwise become a part of this prospectus supplement, regardless of when furnished to the SEC. We incorporate by reference the following documents we filed with the SEC (file number 001-32903) and any future filings that we make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, until the offering of the notes under this prospectus supplement is complete:

Annual Report on Form 10-K for the year ended December 31, 2011;

Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012; and

Current Reports on Form 8-K filed with the SEC on January 3, 2012, February 29, 2012, April 19, 2012, May 25, 2012, July 20, 2012, October 30, 2012 (Item 5.02 only) and November 27, 2012.

We make available free of charge most of our SEC filings through our Internet website (www.westernunion.com) as soon as reasonably practicable after we electronically file these materials with the SEC. You may access these SEC filings on our website. The contents of our Internet website are not a part of this prospectus supplement or the accompanying prospectus. You may also request a copy of our SEC filings at no cost, by writing or telephoning us at:

The Western Union Company

12500 East Belford Avenue

Englewood, Colorado 80112

Attention: Investor Relations

Telephone (866) 405-5012

Our SEC filings are also available at the SEC's website at <http://www.sec.gov>. You may also read and copy any documents that we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents by writing to the SEC and paying a fee for the copying cost. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the public reference room.

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PROSPECTUS SUPPLEMENT SUMMARY

Our Company

The Western Union Company is a leader in global money movement and payment services, providing people and businesses with fast, reliable and convenient ways to send money and make payments around the world.

The Western Union® brand is globally recognized and represents speed, reliability, trust and convenience. As people move and travel around the world, they are able to use the services of a well recognized brand to transfer funds. Our consumer-to-consumer money transfer service enables people to send money around the world in minutes. As of September 30, 2012, our services were available through a global network of approximately 510,000 agent locations in more than 200 countries and territories, with approximately 90% of those locations outside of the United States. Each location in our agent network is capable of providing one or more of our services, with the majority offering Western Union branded service.

Our consumer-to-business service facilitates bill payments from consumers to businesses and other organizations, including utilities, auto finance companies, mortgage servicers, financial service providers, government agencies and other businesses.

Our business solutions service facilitates business-to-business payment solutions, primarily cross-border, cross-currency transactions, mainly for small and medium size enterprises and other organizations.

The majority of our revenue comes from fees that consumers pay when they send money or make payments. In certain consumer money transfer and business solutions transactions involving different send and receive currencies, we generate revenue based on the difference between the exchange rate set by us to the consumer or business and the rate at which we or our agents are able to acquire currency.

Our principal executive offices are located at 12500 East Belford Avenue, Englewood, Colorado 80112 and our telephone number is (866) 405-5012.

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The Offering

The following summary contains basic information about the notes. It does not contain all the information that is important to you. For a more complete understanding of the notes, please refer to the section of this prospectus supplement titled "Description of the Notes" and the section of the accompanying prospectus titled "Description of Debt Securities."

Issuer	The Western Union Company
Notes Offered	\$250,000,000 aggregate principal amount of 2.375% Notes due 2015 (the "2015 Notes") and \$500,000,000 aggregate principal amount of 2.875% Notes due 2017 (the "2017 Notes"), and together with the 2015 Notes, the "notes")
Maturity	The 2015 Notes will mature on December 10, 2015. The 2017 Notes will mature on December 10, 2017.
Interest Payment Dates	June 10 and December 10, beginning on June 10, 2013.
Interest Rate Adjustment	The interest rate payable on the notes of each series will be subject to adjustments from time to time if Moody's Investors Service, Inc. or Standard & Poor's Ratings Services downgrades (or if either subsequently upgrades) the debt rating assigned to such series of the notes as described under "Description of the Notes—General—Interest Rate Adjustment."
Ranking	The notes will be The Western Union Company's senior unsecured obligations. They will rank equally in right of payment with its existing and future senior unsecured obligations and will be senior in right of payment to any of its existing and future subordinated indebtedness. The notes will be effectively junior to all existing and future indebtedness and other liabilities of our subsidiaries.
Listing	The notes will not be listed on any securities exchange or included in any automated quotation system.
Optional Redemption	We may redeem the notes of any series at any time in whole or from time to time in part at the price specified in this prospectus supplement under the section titled "Description of the Notes—Optional Redemption."
Change of Control Offer to Repurchase	If we experience a "Change of Control Triggering Event" with respect to any series of notes as described in this prospectus supplement, each holder of the notes of such series may require us to repurchase some or all of its notes at a price equal to 101% of the principal amount of their notes, plus accrued and unpaid interest to the repurchase date, if any, as described more fully under "Description of the Notes—Change of Control."

Sinking Fund

None.

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Use of Proceeds	We estimate the net proceeds to us from the sale of the notes will be approximately \$742,591,200, after deducting the underwriting discount and other expenses of the offering payable by us. We intend to use the net proceeds from the sale of the notes for general corporate purposes, including stock repurchases and repayment of indebtedness.
Risk Factors	Investing in the notes involves risks. See Risk Factors beginning on page S-12 of this prospectus supplement and page 5 of the accompanying prospectus for a discussion of certain of the risks you should consider before investing in the notes.
Denominations and Form	The notes will be issued only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. We will issue the notes in the form of one or more fully registered global notes registered in the name of the nominee of The Depository Trust Company, or DTC. Beneficial interests in the notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Clearstream Banking, société anonyme and Euroclear Bank, S.A./N.V., as operator of the Euroclear System, will hold interests on behalf of their participants through their respective U.S. depositories, which in turn will hold such interests in accounts as participants of DTC. Except in the limited circumstances described in this prospectus supplement, owners of beneficial interests in the notes will not be entitled to have notes registered in their names, will not receive or be entitled to receive notes in definitive form and will not be considered holders of notes under the indenture.
Trustee	Wells Fargo Bank, National Association.
Additional Notes	The indenture governing the notes does not, and the notes will not, limit the aggregate principal amount of notes or other debt securities or other debt that we or our subsidiaries may issue. We may issue from time to time other series of debt securities, but such series will be separate from the notes. In addition, we may issue additional notes of the same series as the notes without the consent of, or notice to, the holders of the outstanding notes.

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The following tables set forth our summary of selected historical financial data presented on a consolidated basis and include the accounts of Western Union and our majority-owned subsidiaries. Our summary of selected historical financial data is not necessarily indicative of our future financial condition, future results of operations or future cash flows. You should read the information set forth below in conjunction with all information included and incorporated by reference in this prospectus supplement, including our historical consolidated financial statements and the notes to those statements from our Annual Report on Form 10-K for the year ended December 31, 2011 and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012.

(in millions, except per share data and ratios)	Nine Months Ended September 30, 2012 2011 2011			Years Ended December 31, 2010 2009 2008 2007			
	(unaudited)						
Statements of Income Data:							
Revenues(a)	\$ 4,240.1	\$ 4,060.1	\$ 5,491.4	\$ 5,192.7	\$ 5,083.6	\$ 5,282.0	\$ 4,900.2
Operating expenses(b)(c)(d)(e)	3,196.1	3,033.5	4,106.4	3,892.6	3,800.9	3,927.0	3,578.2
Operating income(a)(b)(c)(d)(e)	1,044.0	1,026.6	1,385.0	1,300.1	1,282.7	1,355.0	1,322.0
Interest income(f)	4.1	3.6	5.2	2.8	9.4	45.2	79.4
Interest expense(g)	(134.1)	(134.3)	(181.9)	(169.9)	(157.9)	(171.2)	(189.0)
Other income/(expense), net, excluding interest income and interest expense(h)	10.0	26.1	66.3	12.2	(2.7)	9.7	10.0
Income before income taxes(a)(b)(c)(d)(e)(f)(g)(h)	924.0	922.0	1,274.6	1,145.2	1,131.5	1,238.7	1,222.4
Net income(a)(b)(c)(d)(e)(f)(g)(h)(i)	788.0	713.1	1,165.4	909.9	848.8	919.0	857.3
Depreciation and amortization	184.1	137.2	192.6	175.9	154.2	144.0	123.9
Cash Flow Data:							
Net cash provided by operating activities(j)	859.6	882.8	1,174.9	994.4	1,218.1	1,253.9	1,103.5
Capital expenditures(k)	(183.1)	(124.3)	(162.5)	(113.7)	(98.9)	(153.7)	(192.1)
Common stock repurchased(l)	(416.7)	(803.9)	(803.9)	(581.4)	(400.2)	(1,314.5)	(726.8)
Earnings Per Share Data:							
Basic(a)(b)(c)(d)(e)(f)(g)(h)(i)(l)	\$ 1.29	\$ 1.12	\$ 1.85	\$ 1.37	\$ 1.21	\$ 1.26	\$ 1.13
Diluted(a)(b)(c)(d)(e)(f)(g)(h)(i)(l)	\$ 1.29	\$ 1.12	\$ 1.84	\$ 1.36	\$ 1.21	\$ 1.24	\$ 1.11
Cash dividends to stockholders per common share(m)	\$ 0.30	\$ 0.23	\$ 0.31	\$ 0.25	\$ 0.06	\$ 0.04	\$ 0.04
Key Indicators (unaudited):							
Consumer-to-consumer transactions(n)	172.33	166.79	225.79	213.74	196.11	188.11	167.73
Ratio of earnings to fixed charges(o)	8.2	7.3	8.0	7.4	7.5	7.7	7.0
Balance Sheet Data:							
Settlement assets	\$ 3,326.6	\$ 2,757.0	\$ 3,091.2	\$ 2,635.2	\$ 2,389.1	\$ 1,207.5	\$ 1,319.2
Total assets	9,355.1	8,819.7	9,069.9	7,929.2	7,353.4	5,578.3	5,784.2
Settlement obligations	3,326.6	2,757.0	3,091.2	2,635.2	2,389.1	1,207.5	1,319.2
Total borrowings	3,433.0	3,982.8	3,583.2	3,289.9	3,048.5	3,143.5	3,338.0
Total liabilities	8,208.4	8,317.8	8,175.1	7,346.5	6,999.9	5,586.4	5,733.5
Total stockholders equity/(deficiency)	1,146.7	501.9	894.8	582.7	353.5	(8.1)	50.7

- (a) Revenue for the nine months ended September 30, 2012 and the year ended December 31, 2011 included \$178.7 million and \$35.2 million of revenue, respectively, related to Travelex Global Business Payments (TGBP), which was acquired in November 2011. Revenue for the years ended December 31, 2011, 2010 and 2009 included \$129.9 million, \$111.0 million and \$30.8 million, respectively, of revenue related to the Custom House acquisition in September 2009, which has subsequently been rebranded to Western Union Business Solutions.

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- (b) Operating expenses for the nine months ended September 30, 2012 included \$31.2 million of integration expenses related to the acquisition of TGBP.
- (c) Operating expenses for both the nine months ended September 30, 2011 and the year ended December 31, 2011 included \$46.8 million of restructuring and related expenses associated with a restructuring plan designed to reduce overall headcount and migrate positions from various facilities, primarily within the United States and Europe, to regional operating centers; operating expenses for the year ended December 31, 2010 included \$59.5 million of restructuring and related expenses associated with this plan. Operating expenses for the year ended December 31, 2008 included \$82.9 million of restructuring and related expenses associated with the closure of our facilities in Missouri and Texas and other reorganization plans. No restructuring and related expenses were incurred during the nine months ended September 30, 2012, or the years ended December 31, 2009 or 2007.
- (d) Operating expenses for the year ended December 31, 2009 included an accrual of \$71.0 million resulting from an agreement and settlement, which resolved all outstanding legal issues and claims with the State of Arizona and required us to fund a multi-state not-for-profit organization promoting safety and security along the United States and Mexico border, in which California, Texas and New Mexico have participated with Arizona. The settlement agreement was signed on February 11, 2010.
- (e) Our stock-based compensation expense in 2007 included a charge of \$22.3 million related to the vesting of the remaining converted unvested Western Union stock-based awards upon the completion of the acquisition of First Data Corporation on September 24, 2007 by an affiliate of Kohlberg Kravis Roberts & Co.
- (f) Interest income consists of interest earned on cash balances not required to satisfy settlement obligations and in connection with loans previously made to certain existing agents.
- (g) Interest expense primarily relates to our outstanding borrowings.
- (h) In 2011, we recognized gains of \$20.5 million and \$29.4 million, in connection with the remeasurement of our former equity interests in Finint, S.r.l. and Angelo Costa, S.r.l., respectively, to fair value. These equity interests were remeasured in conjunction with our purchases of the remaining interests in these entities that we previously did not hold. Additionally, in 2011, we recognized a \$20.8 million net gain on foreign currency forward contracts with maturities of less than one year entered into in order to reduce the economic variability related to the cash amounts used to fund acquisitions of businesses with purchase prices denominated in foreign currencies, primarily for the TGBP acquisition. In 2009, given the increased uncertainty, at that time, surrounding the numerous third-party legal claims associated with our receivable from the Reserve International Liquidity Fund, Ltd., we reserved \$12.0 million representing the estimated impact of a pro-rata distribution. In 2010, we recorded a recovery of this reserve of \$6.3 million due to the final settlement of this receivable.
- (i) In December 2011, we reached an agreement with the United States Internal Revenue Service (IRS Agreement) resolving substantially all of the issues related to the restructuring of our international operations in 2003. As a result of the IRS Agreement, we recognized a tax benefit of \$204.7 million related to the adjustment of reserves associated with this matter.
- (j) Net cash provided by operating activities decreased during the nine months ended September 2012, primarily due to tax payments of \$92.4 million made as a result of the IRS Agreement. Net cash provided by operating activities decreased during the year ended December 31, 2010, primarily due to a \$250 million tax deposit made relating to United States federal tax liabilities, including those arising from our 2003 international restructuring, which were previously accrued in our consolidated financial statements. Also impacting net cash provided by operating activities during the year ended December 31, 2010 were cash payments of \$71.0 million related to the agreement and settlement with the State of Arizona and other states.
- (k) Capital expenditures include capitalization of contract costs, capitalization of purchased and developed software and purchases of property and equipment.
- (l) On October 30, 2012, the Board of Directors authorized \$550 million of common stock repurchases through December 31, 2013. On February 1, 2011, the Board of Directors authorized \$1 billion of common stock repurchases through December 31, 2012, of which \$194.3 million remained available as of September 30, 2012. During the nine months ended September 30, 2012 and 2011, we repurchased 24.3 million and

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- 40.3 million shares, respectively. During the years ended December 31, 2011, 2010, 2009, 2008 and 2007, we repurchased 40.3 million, 35.6 million, 24.8 million, 58.1 million and 34.7 million shares, respectively.
- (m) On October 30, 2012, the Board of Directors declared a quarterly cash dividend of \$0.125 per common share payable on December 31, 2012. Our Board of Directors declared quarterly cash dividends of \$0.10 per common share in each of the first three quarters of 2012. During 2011, the Board of Directors declared quarterly cash dividends of \$0.08 per common share in each of the last three quarters and \$0.07 per common share in the first quarter. During 2010, the Board of Directors declared quarterly cash dividends of \$0.07 per common share in the fourth quarter and \$0.06 per common share in each of the first three quarters. During the fourth quarter of 2009, the Board of Directors declared an annual cash dividend of \$0.06 per common share. During the fourth quarter of 2008 and 2007, the Board of Directors declared an annual cash dividend of \$0.04 per common share.
- (n) Consumer-to-consumer transactions include Western Union[®], VigoSM and Orlandi Valuta[®] branded consumer-to-consumer money transfer services worldwide.
- (o) For purposes of calculating the ratio of earnings to fixed charges, earnings have been calculated by adding income before income taxes, fixed charges included in the determination of income before income taxes and distributions from equity method investments, and then subtracting income from equity method investments. Fixed charges consist of interest expense and an estimated interest portion of rental expenses and income tax contingencies, which are included as a component of income tax expense.

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RISK FACTORS

*An investment in the notes is subject to various risks. These risks should be considered carefully with the information provided elsewhere and incorporated by reference in this prospectus supplement and the accompanying prospectus before deciding to invest in the notes. In addition, please read the information included or incorporated by reference under **Forward-Looking Statements** in this prospectus supplement and under **Risk Factors** in the accompanying prospectus for a description of additional uncertainties associated with our business, results of operations and financial condition and the forward-looking statements included or incorporated by reference in this prospectus supplement and the accompanying prospectus.*

We are a holding company that conducts all of our business through subsidiaries. The debt and other liabilities of our subsidiaries will be effectively senior to the notes.

We conduct all of our business through our subsidiaries. Our cash flow and, consequently, our ability to pay interest and to service our debt, including the notes, are dependent upon the cash flow of our subsidiaries and the payment of funds to us by those subsidiaries in the form of loans, dividends or otherwise. Our subsidiaries are separate and distinct legal entities and will have no obligation, contingent or otherwise, to pay any amounts due on the notes or to make cash available for that purpose. In addition, many of our operating subsidiaries are highly regulated and may be subject to restrictions on their ability to pay dividends to us. These subsidiaries may use the earnings they generate, as well as their existing assets, to fulfill any existing or future direct debt service requirements.

The notes will be The Western Union Company's senior unsecured obligations and will rank equally in right of payment with all of its existing and future senior unsecured obligations. The notes will be effectively junior to all existing and future indebtedness and other liabilities of Western Union's subsidiaries, which means that creditors of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets. As of September 30, 2012, our subsidiaries had outstanding \$92.2 million of total indebtedness, including letters of credit and bank guarantees but excluding intercompany indebtedness. The indenture governing the notes does not restrict our subsidiaries from incurring additional debt. See **Description of the Notes** **General Ranking**.

There are no covenants in the indenture governing the notes relating to our ability to incur future indebtedness or pay dividends and limited restrictions on our ability to engage in other activities, which could adversely affect our ability to pay our obligations under the notes.

The indenture governing the notes does not contain any financial covenants. The indenture permits us and, with respect to the notes, our subsidiaries, to incur additional debt, including, subject to certain requirements, secured debt. Because the notes are unsecured, in the event of any liquidation, dissolution, reorganization, bankruptcy or other similar proceeding regarding us, whether voluntary or involuntary, the holders of our secured debt will be entitled to receive payment to the extent of the assets securing that debt before we can make any payment with respect to the notes. If any of the foregoing events occurs, we cannot assure you that we will have sufficient assets to pay amounts due on our debt and the notes. As a result, you may receive less than you are entitled to receive or recover nothing if any liquidation, dissolution, reorganization, bankruptcy or other similar proceeding occurs.

The indenture does not limit our or our subsidiaries' ability to issue or repurchase securities, pay dividends or engage in transactions with affiliates. Our ability to use our funds for numerous purposes may limit the funds available to pay our obligations under the notes.

There may not be a public market for the notes.

The notes constitute a new issue of securities with no established trading market. We do not intend to list the notes on any securities exchange or to include the notes in any automated quotation system. Accordingly, no market for the notes may develop, and any market that develops may not last. If the notes are traded, they may

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trade at a discount from their offering price, depending on prevailing interest rates, the market for similar securities, our performance and other factors. To the extent that an active trading market does not develop, you may not be able to resell your notes at their fair market value or at all.

We may not be able to repurchase the notes upon a change of control, which could result in a default under the notes.

Unless we exercise our right to redeem the notes, we will be required to make an offer to repurchase the notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of purchase upon a Change of Control Triggering Event. A Change of Control Triggering Event will occur when (i) there is a Change of Control involving us and (ii) among other things, within a specified period in relation to the Change of Control, the notes are downgraded from an investment grade rating to below an investment grade rating by all three of the following rating agencies: Moody's Investors Service, Inc., Standard & Poor's Ratings Services and Fitch Inc. If we experience a Change of Control Triggering Event, there can be no assurance that we would have sufficient financial resources available to satisfy our obligations to repurchase the notes. Our failure to purchase the notes as required would result in a default under the notes, which could have material adverse consequences for us and the holders of the notes. See Description of the Notes Change of Control.

Our business, financial condition and results of operations could be harmed by adverse rating actions by credit rating agencies.

Moody's Investor Service, Inc., Standard & Poor's Rating Services and Fitch Inc. recently reduced our credit ratings and placed us on negative outlook. If our credit ratings are further downgraded, or if they are placed under review or continue to have a negative outlook, our business, financial condition and results of operations could be adversely affected and perceptions of our financial strength could be damaged, which could adversely affect our relationships with our agents, particularly those agents that are financial institutions or post offices. In addition, an adverse credit rating by a rating agency, such as a downgrade or negative outlook, could result in regulators imposing additional capital and other requirements on us, including imposing restrictions on the ability of our regulated subsidiaries to pay dividends. Also, a significant downgrade could increase our costs of borrowing money, adversely affecting our business, financial condition and results of operations.

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USE OF PROCEEDS

We estimate the net proceeds to us from the sale of the notes will be approximately \$742,591,200, after deducting the underwriting discount and other expenses of the offering payable by us. We intend to use the net proceeds from the sale of the notes for general corporate purposes, including stock repurchases and repayment of indebtedness.

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Table of Contents**CAPITALIZATION**

The following table sets forth our capitalization on a consolidated basis as of September 30, 2012, and as adjusted to reflect the issuance and sale of the notes and the use of the proceeds from this offering as set forth under "Use of Proceeds" above. You should read this table in conjunction with our "Summary of Selected Historical Financial Data" and our historical consolidated financial statements and related notes thereto from our Annual Report on Form 10-K for the year ended December 31, 2011 and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012, which are incorporated by reference in this prospectus supplement and the accompanying prospectus. See "Where You Can Find More Information."

(in millions, except par value of share amounts)	September 30, 2012	
	Actual	As Adjusted (unaudited)
Borrowings due in less than one year:		
Commercial paper	\$ 150.0	\$ 150.0
Floating rate notes (effective rate of 1.0%) due 2013	300.0	300.0
Total borrowings due in less than one year	450.0	450.0
Borrowings due in greater than one year(a):		
2.375% notes due 2015 offered hereby		250.0
2.875% notes due 2017 offered hereby		500.0
6.500% notes (effective rate of 5.6%) due 2014	500.0	500.0
5.930% notes due 2016(b)	1,000.0	1,000.0
3.650% notes (effective rate of 4.4%) due 2018	400.0	400.0
5.253% notes due 2020(b)	324.9	324.9
6.200% notes due 2036(b)	500.0	500.0
6.200% notes due 2040(b)	250.0	250.0
Other borrowings	5.8	5.8
Total borrowings at par value	3,430.7	4,180.7
Fair value hedge accounting adjustments, net(a)	21.7	21.7
Unamortized discount, net	(19.4)	(19.4)
Total borrowings at carrying value(c)	3,433.0	4,183.0
Stockholders' equity:		
Preferred stock, \$ 1.00 par value; 10 shares authorized; no shares issued		
Common stock, \$ 0.01 par value; 2,000 shares authorized; 598.6 shares issued and outstanding as of September 30, 2012	6.0	6.0
Capital surplus	324.9	324.9
Retained earnings	940.3	940.3
Accumulated other comprehensive loss	(124.5)	(124.5)
Total stockholders' equity	1,146.7	1,146.7
Total capitalization	\$ 4,579.7	\$ 5,329.7

- (a) The Company utilizes interest rate swaps designated as fair value hedges to effectively change the interest rate payments on a portion of its notes from fixed-rate payments to short-term LIBOR-based variable rate payments in order to manage its overall exposure to interest rates. The changes in fair value of these interest rate swaps result in an offsetting hedge accounting adjustment recorded to the carrying value of the related note. These hedge accounting adjustments will be reclassified as reductions to or increases in "Interest expense" in the Condensed Consolidated Statements of Income over the life of the related notes, and cause the effective rate of interest to differ from the notes' stated

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- rate.
- (b) The difference between the stated interest rate and the effective interest rate is not significant.
 - (c) As of September 30, 2012, the Company's weighted-average effective rate on total borrowings was approximately 5.0%.

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DESCRIPTION OF THE NOTES

The descriptions in this prospectus supplement contain a description of the material terms of the notes but do not purport to be complete. This description of the notes supplements, and to the extent inconsistent therewith replaces, the section titled "Description of Debt Securities" included in the accompanying prospectus. You should read the accompanying prospectus and this prospectus supplement together for a more complete description of the indenture and the notes. Capitalized terms used in this "Description of the Notes" have the meanings specified in the indenture and are generally summarized in this section or under "Description of Debt Securities - Certain Definitions" in the accompanying prospectus. References to "we," "us" and "our" in this "Description of the Notes" refer only to The Western Union Company and not any of its subsidiaries.

General

Principal, Maturity and Interest

We will issue the notes under an indenture, dated as of November 17, 2006, between us and Wells Fargo Bank, National Association, as trustee, as supplemented by a supplemental indenture, dated as of September 6, 2007 between us and the trustee. We refer to the indenture, as supplemented by the supplemental indenture, as the indenture.

We will issue 2.375% Notes due 2015 (the "2015 Notes"), with an initial aggregate principal amount of \$250,000,000 and 2.875% Notes due 2017 (the "2017 Notes" and together with the 2015 Notes, the "notes"), with an initial aggregate principal amount of \$500,000,000. We may issue additional notes of any series from time to time after this offering. See "Issuance of Additional Notes."

Each series of notes will be issued in book-entry form only in denominations of \$2,000 and in integral multiples of \$1,000 in excess of \$2,000.

The 2015 Notes will mature on December 10, 2015 and the 2017 Notes will mature on December 10, 2017. If the maturity date of a series of notes is not a Business Day then the principal amount of such series of notes plus accrued and unpaid interest thereon shall be paid on the next succeeding Business Day with the same effect as if payment were made on the maturity date, and no interest shall accrue for the maturity date, or thereafter.

The 2015 Notes will bear interest at a rate of 2.375% per annum. The 2017 Notes will bear interest at a rate of 2.875% per annum. Interest on each series of notes will accrue from the issue date or from the most recent date on which interest has been paid or provided for, payable semi-annually in arrears to holders of record at the close of business on June 1 or December 1 immediately preceding the interest payment date on June 10 and December 10 of each year, beginning June 10, 2013. If any interest payment date for a series of notes falls on a day that is not a Business Day, then payment for such series of notes will be made on the next succeeding Business Day, without additional interest and with the same effect as if it were made on the originally scheduled date. Interest on the notes will be computed on the basis of a 360-day year of twelve 30-day months.

Interest Rate Adjustment

The interest rate payable on the notes of each series will be subject to adjustments from time to time if Moody's Investors Service, Inc. ("Moody's") (or, if applicable, any Substitute Rating Agency (as defined below)) or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") (or, if applicable, any Substitute Rating Agency), downgrades (or subsequently upgrades) the debt rating assigned to the notes of that series, as set forth below.

If the rating from Moody's or S&P (or, in either case if applicable, any Substitute Rating Agency) with respect to the notes of a series (each, an "Applicable Rating Agency," and collectively, the "Applicable Rating

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Agencies) is decreased to a rating set forth in the immediately following table with respect to that Applicable Rating Agency, the per annum interest rate on the notes of that series will increase from that set forth on the cover page of this prospectus supplement by the percentage set forth opposite that rating:

Rating Level	Applicable Rating Agency		Percentage
	Moody s*	S&P*	
1	Ba1	BB+	0.25%
2	Ba2	BB	0.50%
3	Ba3	BB-	0.75%
4	B1 or below	B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency

If at any time the interest rate on the notes of a series has been adjusted upward as a result of a decrease in a rating by an Applicable Rating Agency and that Applicable Rating Agency subsequently increases its rating with respect to such series of notes to any of the threshold ratings set forth above, the per annum interest rate on the notes of that series will be decreased such that the per annum interest rate equals the interest rate set forth on the cover page of this prospectus supplement plus the percentage set forth opposite the rating in effect immediately following the increase in the table above; *provided* that if Moody s or any Substitute Rating Agency subsequently increases its rating of the notes of a series to Baa3 (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating of the notes of that series to BBB- (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the notes of that series will be decreased to the per annum interest rate of the notes of that series set forth on the cover page of this prospectus supplement.

No adjustment in the interest rate of the notes of a series shall be made solely as a result of an Applicable Rating Agency ceasing to provide a rating. If at any time less than two Applicable Rating Agencies provide a rating of the notes of a series, we will use our commercially reasonable efforts to obtain a rating of the notes of that series from another nationally recognized statistical rating organization, to the extent one exists, and if another nationally recognized statistical rating organization rates the notes of that series (such organization, as certified by a resolution of our board of directors, a Substitute Rating Agency), for purposes of determining any increase or decrease in the per annum interest rate on the notes of such series pursuant to the table above (a) such Substitute Rating Agency will be substituted for the last Applicable Rating Agency to provide a rating of the notes of such series but which has since ceased to provide such rating, (b) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by us and, for purposes of determining the applicable ratings included in the table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody s and S&P in such table and (c) the per annum interest rate on the notes of a series will increase or decrease, as the case may be, such that the interest rate equals the interest rate set forth on the cover page of the prospectus supplement plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the table above (taking into account the provisions of clause (b) above). For so long as (i) only one Applicable Rating Agency provides a rating of the notes of a series, any increase or decrease in the interest rate of the notes of such series necessitated by a reduction or increase in the rating by that Applicable Rating Agency shall be twice the applicable percentage set forth in the table above and (ii) no Applicable Rating Agency provides a rating of the notes of a series, the interest rate on the notes of such series will increase to, or remain at, as the case may be, 2.00% above the interest rate of such series of notes set forth on the cover page of this prospectus supplement.

Each adjustment required by any decrease or increase in a rating set forth above, whether occasioned by the action of Moody s, S&P or any Substitute Rating Agency, shall be made independent of (and in addition to) any and all other adjustments. In no event shall (1) the per annum interest rate on the notes of a series be reduced below the interest rate set forth on the cover page of this prospectus supplement or (2) the per annum interest rate on the notes of a series exceed a rate that is 2.00% above the interest rate of such series of notes set forth on the cover page of this prospectus supplement.

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Any interest rate increase or decrease described above on a series of notes will take effect from the first interest payment date following the date on which a rating change occurs that requires an adjustment in the interest rate of such series of notes. If Moody's or S&P (or any Substitute Rating Agency) changes its rating of the notes of a series more than once prior to any particular interest payment date, the last change by such agency prior to such interest payment date will control for purposes of any interest rate increase or decrease with respect to the notes of such series described above relating to such Applicable Rating Agency's action.

The interest rate on the notes of a series will permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by any Applicable Rating Agency) if the notes of such series become rated A3 (or its equivalent) or higher by Moody's (or any Substitute Rating Agency) and A- (or its equivalent) or higher by S&P (or any Substitute Rating Agency), or one of those ratings if only rated by one Applicable Rating Agency, in each case with a stable or positive outlook.

Ranking

The notes will be our senior unsecured obligations and rank equally in right of payment with our other existing and future senior unsecured obligations.

We conduct all of our operations through our subsidiaries. Our rights and the rights of our creditors, including the holders of the notes, to participate in the distribution of assets of any of our subsidiaries upon the liquidation or reorganization of that subsidiary or otherwise will be subject to the prior claims of the subsidiary's creditors, except to the extent that we may be a creditor with recognized claims against the subsidiary. However, the notes will be obligations exclusively of The Western Union Company and will not be guaranteed by any of our subsidiaries. As a result, the notes will be effectively junior to all existing and future indebtedness and other obligations of our subsidiaries, which means that creditors of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets. As of September 30, 2012, our subsidiaries had outstanding \$92.2 million of total indebtedness, including letters of credit and bank guarantees but excluding intercompany indebtedness.

The indenture does not limit the amount of debt securities or any other debt (whether secured or unsecured or whether subordinated or unsubordinated) which we may incur. In addition, the indenture does not, and the notes will not, limit the amount of debt securities or any other debt (whether secured or unsecured or whether subordinated or unsubordinated) which any of our subsidiaries may incur. However, the indenture provides that neither we nor any of our Restricted Subsidiaries (as defined under "Description of Debt Securities - Certain Definitions" in the accompanying prospectus) may subject certain of our property or assets to certain encumbrances unless the notes are secured equally and ratably with or prior to that other secured Indebtedness. Certain other covenants are applicable to the notes as described in the accompanying prospectus. See "Description of Debt Securities - Certain Covenants" in the accompanying prospectus.

No Sinking Fund

The notes will not be entitled to any sinking fund.

Issuance of Additional Notes

In addition to the notes, we may issue from time to time other series of debt securities under the indenture consisting of debentures, notes or other evidences of indebtedness, but such other series will be separate from and independent of the notes. The indenture does not limit the amount of debt securities or any other debt (whether secured or unsecured or whether subordinated or unsubordinated) which we or our subsidiaries may incur.

We may from time to time, without the consent of, or notice to, the holders of any series of notes, reopen the series of debt securities of which such series of the notes is a part and issue additional notes having the same

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ranking and the same interest rate, maturity and other terms as such series of notes, except for the public offering price and the issue date and, if applicable, the initial interest accrual date and the initial interest payment date. Any additional notes of a series having similar terms, together with the other notes of such series, will constitute a single series of debt securities under the indenture. If, however, any such additional notes are not fungible with the other notes of such series for U.S. federal income tax purposes, the additional notes will have a separate CUSIP number. No such additional notes may be issued if an event of default has occurred and is continuing with respect to the series of debt securities of which such notes are a part. Unless the context otherwise requires, for all purposes of the indenture and this Description of the Notes, references to the notes include any additional notes of the same series actually issued.

Payment and Paying Agents

We will maintain in the place of payment for the notes an office or agency where the notes may be presented or surrendered for payment or for registration of transfer or exchange and where holders may serve us with notices and demands in respect of the notes and the indenture.

We will give prompt written notice to the trustee of the location, and any change in the location, of such office or agency. If we fail to maintain any required office or agency or fail to furnish the trustee with the address of such office or agency, presentations, surrenders, notices and demands may be made or served at the corporate trust office of the trustee. We have appointed the trustee as our agent to receive all presentations, surrenders, notices and demands with respect to the notes.

Optional Redemption

Each series of notes will be redeemable, in whole at any time or in part from time to time, at our option, at a redemption price equal to the greater of (i) 100% of the principal amount of the notes to be redeemed, and (ii) as determined by the Quotation Agent (as defined below), the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 35 basis points in the case of the 2015 Notes and 40 basis points in the case of the 2017 Notes, plus, in each case, accrued but unpaid interest thereon to the date of redemption.

Notice of any redemption will be mailed at least 30 days, but not more than 60 days, before the redemption date to each registered holder of notes to be redeemed. Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the notes or portion thereof called for redemption.

We are not required (i) to register, transfer or exchange notes during the period from the opening of business 15 days before the day a notice of redemption relating to the notes selected for redemption is sent to the close of business on the day that notice is sent, or (ii) to register, transfer or exchange any such note so selected for redemption, except for the unredeemed portion of any note being redeemed in part.

Comparable Treasury Issue means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the series of notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate notes of comparable maturity to the remaining term of such series of notes.

Comparable Treasury Price means, with respect to any redemption date, (i) the average of three Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such quotations.

Quotation Agent means a Reference Treasury Dealer appointed by us.

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Reference Treasury Dealer means (i) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a Primary Treasury Dealer), we will substitute therefor another Primary Treasury Dealer and (ii) any other Primary Treasury Dealer selected by us.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

Treasury Rate means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Change of Control

If a Change of Control Triggering Event occurs with respect to a series of notes, unless we have exercised our option to redeem that series of notes as described above, we will be required to make an offer (a Change of Control Offer) to each holder of that series of notes to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess of \$2,000) of that holder's notes of such series on the terms set forth in such notes. In a Change of Control Offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest, if any, on the notes repurchased to the date of repurchase (a Change of Control Payment). Within 30 days following any Change of Control Triggering Event or, at our option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be mailed to holders of the applicable series of notes, with a copy to the trustee, describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase the applicable series of notes on the date specified in the applicable notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (a Change of Control Payment Date). The notice will, if mailed prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date.

On each Change of Control Payment Date with respect to a series of notes, we will, to the extent lawful:

accept for payment all notes or portions of notes of such series properly tendered pursuant to the applicable Change of Control Offer and not withdrawn;

deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes of such series properly tendered and not withdrawn; and

deliver or cause to be delivered to the trustee the notes of such series properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes of such series being repurchased.

We will not be required to make a Change of Control Offer with respect to a series of notes upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and the third party purchases all notes of such series properly tendered and not withdrawn under its offer. In addition, we will not repurchase any notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under the indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

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We will be required to comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of any notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Offer provisions of any notes, we will be required to comply with those securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Offer provisions of any notes by virtue of any such conflict and compliance.

If holders of not less than 90% in aggregate principal amount of the outstanding notes of the series subject to the Change of Control Triggering Event properly tender and do not withdraw such notes in a Change of Control Offer (or an offer made by a third party as described above) and we, or any third-party making an offer in lieu of us, as described above, purchase all of the notes of such series properly tendered and not withdrawn by such holders, we or the third party making such offer will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer or offer by such third party described above, to redeem all notes of such series that remain outstanding following such purchase at a redemption price in cash equal to the applicable Change of Control Payment.

If a Change of Control Offer is made, there can be no assurance that we will have available funds sufficient to make the Change of Control Payment for all of the notes that may be tendered for repurchase.

For purposes of the Change of Control Offer provisions of each series of notes, the following terms will be applicable:

Change of Control means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of our assets and the assets of our subsidiaries substantially as an entirety or as an entirety, taken as a whole, to any person, other than our company or one of our subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of our outstanding voting stock or other voting stock into which our voting stock is reclassified, consolidated, exchanged or changed in such transaction, measured by voting power rather than number of shares; (3) we consolidate with, or merge with or into, any person, or any person consolidates with, or merges with or into, us, in any such event pursuant to a transaction in which any of our outstanding voting stock or the voting stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of our voting stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the outstanding voting stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; (4) the first day on which a majority of the members of our board of directors are not continuing directors; or (5) the adoption of a plan relating to our liquidation or dissolution. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control under clause (2) or (3) above if (i) we become a direct or indirect wholly owned subsidiary of a holding company and (ii)(A) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company. The term "person," as used in this definition, has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

Change of Control Triggering Event means the occurrence of both a Change of Control and a Rating Event.

Continuing directors means, as of any date of determination, any member of our board of directors who (1) was a member of such board of directors on the date such series of notes was issued or (2) was nominated for

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election, elected or appointed to such board of directors with the approval of a majority of the continuing directors who were members of such board of directors at the time of such nomination, election or appointment (either by a specific vote or resolution adopted by our board of directors or by approval by our board of directors of our proxy statement in which such member was named as a nominee for election as a director, without objection by our board of directors to such nomination).

Fitch means Fitch Inc., and its successors.

Investment Grade Rating means a rating equal to or higher than Baa3 (or the equivalent) by Moody's, BBB- (or the equivalent) by S&P and BBB- (or the equivalent) by Fitch, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by us.

Moody's means Moody's Investors Service, Inc., and its successors.

Rating Agencies means (1) each of Moody's, S&P and Fitch; and (2) if any or all of Moody's, S&P or Fitch ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control, a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act selected by us (as certified by a resolution of our board of directors) as a replacement agency for Moody's, S&P or Fitch, or all of them, as the case may be.

Rating Event means the rating on such series of notes is lowered by all three of the Rating Agencies from an Investment Grade Rating to below an Investment Grade Rating, in any case on any day during the period (which period will be extended so long as the rating of such series of notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing upon the first public notice of the occurrence of a Change of Control or our intention to effect a Change of Control and ending 60 days following the consummation of the Change of Control; provided, however, that a Rating Event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) if any of the Rating Agencies does not announce or publicly confirm or inform the trustee in writing at our or its request that the reduction in ratings was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has been consummated at the time of the Rating Event).

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Voting stock means, with respect to any specified person (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition, in one or a series of related transactions, of our assets and the assets of our subsidiaries substantially as an entirety or as an entirety, taken as a whole. Although there is a limited body of case law interpreting this phrase, there is no precise established definition of such phrase under applicable law. Accordingly, the ability of a holder of the notes to require us to repurchase that holder's notes as a result of the sale, transfer, conveyance or other disposition of less than all of our assets and the assets of our subsidiaries substantially as an entirety or as an entirety, taken as a whole, to one or more persons may be uncertain.

Our obligation to purchase any series of notes following a Change of Control Triggering Event is subject to the provisions described in the section titled "Discharge, Legal Defeasance and Covenant Defeasance" in this prospectus supplement.

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Discharge, Legal Defeasance and Covenant Defeasance

We may be discharged from all of our obligations with respect to the outstanding notes of any series, be discharged from our obligations with respect to any series of notes (except as otherwise specified in the indenture) or be released from our obligation to comply with the provisions of the indenture with respect to any series of notes as described under Description of Debt Securities Discharge, Legal Defeasance and Covenant Defeasance in the accompanying prospectus.

The Trustee Under the Indenture

We maintain ordinary banking relationships and, from time to time, obtain credit facilities and lines of credit with a number of banks, including the trustee, Wells Fargo Bank, National Association.

Governing Law

The indenture is, and any notes will be, governed by and construed in accordance with the laws of the State of New York.

Book-Entry, Delivery and Form

Global Notes

We will issue each series of notes in the form of one or more global notes in definitive, fully registered, book-entry form. The global notes will be deposited with or on behalf of The Depository Trust Company (DTC) and registered in the name of Cede & Co., (as nominee of DTC) or such other name as may be requested by an authorized representative of DTC.

DTC, Clearstream and Euroclear

Beneficial interests in the global notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may hold interests in the global notes through either DTC (in the United States), Clearstream Banking, société anonyme, Luxembourg (Clearstream), or Euroclear Bank S.A./N.V., as operator of the Euroclear System (Euroclear) in Europe, either directly if they are participants in such systems or indirectly through organizations that are participants in such systems. Clearstream and Euroclear will hold interests on behalf of their participants through customers securities accounts in Clearstream s and Euroclear s names on the books of their U.S. depositaries, which in turn will hold such interests in customers securities accounts in the U.S. depositaries names on the books of DTC.

DTC has advised us as follows:

DTC is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered under Section 17A of the Securities Exchange Act of 1934, as amended.

DTC holds securities that its participants deposit with DTC and facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants accounts, thereby eliminating the need for physical movement of securities certificates.

Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and other organizations.

DTC is owned by a number of its direct participants.

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Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly.

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The rules applicable to DTC and its direct and indirect participants are on file with the SEC. Clearstream is incorporated under the laws of Luxembourg as a professional depository. Clearstream holds securities for its customers and facilitates the clearance and settlement of securities transactions between its customers through electronic book-entry changes in accounts of its customers, thereby eliminating the need for physical movement of certificates. Clearstream provides to its customers, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depository, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector and the Central Bank of Luxembourg. Clearstream customers are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and other organizations and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream customer either directly or indirectly.

The Euroclear System was created in 1968 to hold securities for participants of Euroclear and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear provides various other services, including securities lending and borrowing and interfaces with domestic markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator). Euroclear participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly.

The Euroclear Operator is licensed by the Belgian Banking and Finance Commission to carry out banking activities on a global basis. As a Belgian bank, it is regulated and examined by the Belgian Banking and Finance Commission. As the operator of a securities settlement system, the Euroclear Operator is also overseen by the National Bank of Belgium.

We have provided the descriptions of the operations and procedures of DTC, Clearstream and Euroclear in this prospectus supplement solely as a matter of convenience. These operations and procedures are solely within the control of those organizations and are subject to change by them from time to time. None of us, the underwriters or the trustee takes any responsibility for these operations