

## Credit Card Agreement regulated by the Consumer Credit Act 1974

This is a copy of your *agreement* for you to keep.

This document makes up the entire agreement for your *account* with us. It replaces any previous terms provided to you for your *account*. Your use of your *account* is governed by this *agreement*. You can request a further copy of this *agreement* free of charge at any time during the term of the *agreement*.

This is an *agreement* for running account credit regulated under the Consumer Credit Act 1974.

*You* and *your* means the person who applied for this *account*;

*We, us, our* and *AMEX* means American Express Services Europe Limited;

*Account* means any account we maintain in relation to the *card*;

*Affiliate* means any entity that controls, is controlled by or is under common control with the relevant party, including its subsidiaries;

*Agreement* means this agreement with you;

*Application form* means the *account* application form completed by you;

*ATM* means automatic teller machine;

*Balance transfer* means the balance that was owing by you to another lender, including in respect of a credit or store card, that has been paid by us on your behalf and debited to your *account*;

*Cancelled card* means a *card* which is cancelled;

*Card* means any card or other *account* access device we issue for the purpose of accessing your *account*;

*Card anniversary date* means the day of the anniversary of your card membership;

*Cardmember* means the person specified on the *application form* in whose name a *card* is used and who is the debtor on the *account*;

*Cash advances* means any cash withdrawal or any gambling *transaction* made by using the *card*, *PIN* or as approved by *you*;

*Code* means PINs, telephone codes, on-line passwords and any other code used on your *account*;

*Credit limit* means your credit limit as determined from time to time in accordance with this *agreement*;

*Over limit* means where your *account* goes over the *credit limit*;

*PIN* means personal identification number issued by us for use on your *account*;

*Promotional transaction* means a *transaction* or *balance transfer* at a reduced interest rate.

Please see the 'Interest Rates' section of this *agreement* for details;

*Recurring transactions* means where you allow a merchant to bill your *account* for a specified or unspecified amount, at regular or irregular intervals for goods or services;

*Reference exchange rate* means the foreign currency conversion rates used by the American Express treasury system. Please see the 'Foreign Transactions' section of the *agreement*;

*Replacement card* means a renewal or replacement *card* issued to you by us;

*Statement* means statements sent by us to you in respect of your *account*;

*Transaction* means all and any payments made using a *card* or otherwise charged to your *account*, and includes *cash advances*, purchases, fees, commissions, interest, taxes and all other amounts you have agreed to pay us or are liable for under this *agreement*.

Please read this *agreement* thoroughly and keep it for your reference. It is your responsibility and you agree to ensure that any *supplementary cardmembers* are aware of and comply with these terms. Please see the 'Supplementary Cardmembers' section of this *agreement* for additional details.

This *agreement* contains a limitation of liability clause which limits our responsibility and liability. Please refer to the 'Limitation of Our Liability' section of this *agreement* for additional details.

This *agreement* is open ended, it has no fixed duration, it will continue until you or we close the *account* in accordance with this *agreement*. This *agreement* and all *communications* between us concerning this *agreement* shall be in English.

## 1. THE PARTIES TO THE AGREEMENT

As set out in the *application form* the parties to the *agreement* are American Express Services Europe Limited Registered Office: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK Registered in England and Wales with Number 1833139 and the *cardmember*.

## KEY FINANCIAL INFORMATION

### 2. CREDIT LIMIT

- 2.1 When you first receive your *card*, we will tell you your *credit limit* based on our assessment of your circumstances. Your *credit limit* is the maximum amount which can be outstanding at any time on your *account* (including use by any *supplementary cardmembers*).
- 2.2 On receipt of your *card* you can use your *account* to make purchases, *balance transfers*, *cash advances* and other types of *transactions* we may allow you to make.
- 2.3 You agree to manage your *account* so that the outstanding balance on your *account* does not exceed the *credit limit*. However, we may approve *transactions* that result in your balance exceeding your *credit limit*. This does not constitute an increase in your *credit limit*. If your balance exceeds your *credit limit*, an *over limit* fee is payable as set out in the 'Default and Other Charges' section of this *agreement* and, if requested, you must immediately pay to us all amounts that exceed the *credit limit*.
- 2.4 You may request, and we may agree, at our discretion and subject to you providing the information we request, to increase your *credit limit* at any time. You may request, and we will agree to reduce your *credit limit* at any time.
- 2.5 We may change your *credit limit* at any time depending on our assessment of your *account* and we will tell you about these changes by writing to you. Where we increase your *credit limit* we will give you at least 30 days written notice, unless you requested the increase. You may request that there be no further increases in the *credit limit* at any time, and you may reject a *credit limit* increase offered to you through our website, americanexpress.co.uk, or by calling us on at 01273 696933 (this includes telling us not to change your *credit limit* if we have told you that we are increasing it).

### 3. MINIMUM PAYMENTS

- 3.1 You agree to pay us at least the minimum payment requested by the due date shown on a *statement*. This will be at least 25 days after your statement date. If we request, you also agree to pay us any *over limit* and other overdue amounts immediately.
- 3.2 If you do not receive a *statement* in any month, for example as a result of postal delay or interruption, you should contact us to check what minimum payment is due and the due date.

- 3.3 Payments must be made monthly. The minimum amount you must pay us each month will be the greater of:
- (i) £25 (or the total amount owing if less); and
  - (ii) any interest, default fees, repayment protection insurance, overdue amounts and 1/12th of any annual fees or the full monthly fee (if applicable to the product you hold) plus 2% of the remaining balance.

Failure to pay is a material breach of this *agreement*.

- 3.4 You can always pay us (i) more than the minimum payment, (ii) before the due date, (iii) more often than once a month, or (iv) the outstanding balance at any time.
- 3.5 Please note that a credit to your *account* for example as a result of return of goods to a merchant or a service fee credit, does not constitute a payment to your *account* and does not satisfy the requirement to pay the minimum payment due.

#### **4. TOTAL AMOUNT PAYABLE AND ANNUAL PERCENTAGE RATE**

If you use your *card* for a purchase of £1,200 at the start of this *agreement* and repay this in full over one year in 12 equal monthly instalments, the total amount payable would be £1,322.45 and the APR would be 19.9% APR. This assumes no changes are made to the interest rate or charges during the period in which the balance is repaid.

### **OTHER FINANCIAL INFORMATION**

#### **5. INTEREST RATES**

- 5.1 Subject to any promotional rate notified to you, we will charge interest on all balances that result from *transactions*, other than *cash advances* and *balance transfers* at the standard rate of 1.53% per month, 19.9% per annum on a daily basis on the amount you owe in respect of the *transactions* from the date the *transaction* is applied to your *account* until the amount is fully repaid to us.
- 5.2 Subject to any promotional rate notified to you, we will charge interest on all balances that result from *cash advances* (including any gambling *transactions*) at the standard rate of 2.08% per month, 27.9% per annum, on a daily basis, on the amount you owe in respect of the *cash advances* from the date the *cash advance* is applied to your *account* until the amount is fully repaid to us.
- 5.3 We may offer you the opportunity to request *balance transfer(s)* from time to time – subject to any promotional rate notified to you, we will charge interest on all balances that result from a *balance transfer* at the standard rate of 1.53% per month, 19.9% per annum on a daily basis from the date the *balance transfer* is applied to your *account* until the amount is fully repaid to us.
- 5.4 We may change any of the above standard rates of interest in accordance with the ‘Changes’ section of this *agreement*.
- 5.5 We will not charge any interest on any *transaction*, other than a *cash advance* or a *balance transfer*, added to your *account* since your last *statement* if the whole amount you owe on the *account* is fully repaid to us by the due date shown on the *statement*. If you do not pay the full amount that you owe by the due date shown on the *statement*, we

will charge interest on the amount of each *transaction* from the date the *transaction* is added to your *account* until the balance is repaid. Interest is charged on a daily basis.

- 5.6 We may, at any time, reduce the interest rate on any *transaction* or *balance transfer* (called a *promotional transaction*), or any particular class of *transactions*, incurred during a promotional period. We will tell you about such interest reductions and the length of the promotional period. If such a reduction takes place, we will charge interest on the outstanding amount in respect of any relevant *promotional transaction* at the reduced rate during the promotional period and then at the normal rate when the promotional period has come to an end. We reserve the right not to apply reduced interest rates on any *promotional transaction* if you do not keep to the terms of this *agreement* including if you do not pay the minimum amount each month in accordance with the 'Minimum Payments' section of this *agreement*.

## **6. FEES**

- 6.1 The fees that apply to your *account* are set out below. You agree to pay these fees and you consent to us charging them to your *account* when due. A membership year starts on the anniversary of card membership and ends on the day before the next anniversary of card membership.
- 6.2 No annual fee will be payable.
- 6.3 We may change the circumstances in which any of the fees on your *account* are charged, the amount of those fees and introduce additional fees in accordance with the 'Changes' section of this *agreement*.

## **KEY INFORMATION**

### **7. DEFAULT AND OTHER CHARGES**

- 7.1 The default and other charges that apply to your *account* are set out below. You agree to pay these charges and you consent to us charging them to your *account* when due.
- 7.2 A Late Payment Fee of £12 is payable each month if we have not received the minimum payment within 25 days of the *statement* date.
- 7.3 A Dishonoured Payment Fee of £12 is payable if any payment to your *account* is not honoured by your financial institution when first presented for any reason. You will also be liable to pay us for all reasonable costs incurred by us or our agents including legal advisers in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.
- 7.4 If the balance on your *account* goes over the *credit limit* at any time during the *statement* period, a £12 *over limit* fee will be charged to your *account*. In subsequent *statement* periods further *over limit* fees of £12 will only be charged to your *account* if either (i) your *account* remains *over limit* and you fail to pay the minimum payment due by the next *statement* date or (ii) the balance on your *account* is reduced below the *credit limit* and subsequently goes over the *credit limit*.

- 7.5 A Cash Advance Fee of £3 or 3% of the amount of any *cash advance* (whichever is the greater) is payable for each *cash advance* (including gambling transactions) you request. A fee may also be charged by the provider of any *ATM* you use in obtaining cash.
- 7.6 A Statement Copy Fee of £2 is payable if you request copies of *statements*, for each copy provided, or if you have elected to receive electronic *statements*, you request any paper *statement* copies.
- 7.7 A Charge Record Copy Fee of £3 is payable if you request copies of records relating to a charge applied to your *account*, for each copy provided.
- 7.8 If you approve a *transaction* in a currency other than Pounds Sterling, we will apply a currency conversion rate to the *transaction*, increased by 2.99%. Please see the 'Foreign Transactions' section of this *agreement*.
- 7.9 A *balance transfer* fee of up to 3% of the balance transferred is payable for each *balance transfer* processed to your *account*. You will be told the fee when you are offered the opportunity to request a *balance transfer*.
- 7.10 A *Dormancy Fee* of £20 per year will be payable by you if the aggregate amount of all *transactions*, other than *cash advances* and *balance transfers*, that has taken place during the preceding 12 months is £0.
- 7.11 We may change the circumstances in which any of the fees on your *account* are charged, the amount of those fees and introduce additional fees in accordance with the 'Changes' section of this *agreement*.

## **8. THEFT, LOSS OR MISUSE OF THE CARD**

- 8.1 You must tell us immediately by telephone at 01273 696933 if:
- (i) a *card* is lost or stolen;
  - (ii) where you know, a *card* or *replacement card* has not been received;
  - (iii) you suspect that someone else learns a *PIN* or other *code*;
  - (iv) you suspect that your *account* is being misused or a *transaction* has not been approved;
  - (v) you suspect that a *transaction* has been processed incorrectly;
  - (vi) your *card* is used for a contactless *transaction* without your authorisation; or
  - (vii) you discover, after reviewing your *statement*, that a *recurring transaction* has been charged to your *account* which you have previously requested the merchant to cancel.
- 8.2 If you notify under section 8.1 we will cancel the *card* and a *replacement card* will be issued. If a *card* that you have reported lost or stolen is later found, you must destroy it and wait for a *replacement card*.
- 8.3 You will not be responsible for any *transactions* or any associated interest or charges where the *card* is stolen, lost or misused before you receive it.
- 8.4 You will not be responsible for *transactions* or any associated interest or charges where you or a *supplementary cardholder* have not allowed someone else to use the *card*, *card* details, *PIN* or other *code*. If you or a *supplementary cardholder* do allow someone else to use the *card*, *card* details, *PIN* or other *code* you may be responsible for all those

*transactions* which occur before you tell us you suspect your *account* is being misused and any associated interest or charges. If you have acted dishonestly, you may be responsible for all *transactions* and any associated interest or charges.

- 8.5 You agree and will procure that any *supplementary cardmembers* also agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and any *supplementary cardmembers* also agree that we may provide information to the authorities.
- 8.6 If there are errors in a *transaction* and this is our fault, we may reverse the *transaction* and restore your *account* as if the *transaction* had not taken place. We reserve the right to resubmit the correct *transaction* amount.
- 8.7 If upon contacting us, you wish to dispute a *transaction*, we will initiate an inquiry and may suspend the *transaction* on your *account*. Once investigations are complete, we will adjust your *account* accordingly.

## **9. YOUR RIGHT TO WITHDRAW**

- 9.1 You have a right to withdraw from this *agreement*, without giving a reason, by calling us on the telephone number on the back of your *card* or by writing to us (American Express UK, Department 871, Amex House, Edward Street, Brighton, East Sussex BN88 1AH) stating your name, address and *account* number and informing us that you wish to withdraw from the *agreement*. Your right to withdraw starts on the date of your *agreement* and ends 14 days after the day after you receive your *card*.
- 9.2 Once you have contacted us to withdraw, you must pay back anything you have spent on your *card* without delay and within 30 days. No interest will apply during this period. You must make repayment in accordance with the 'Payments' section of this *agreement*. If you do not repay us within 30 days we may charge interest in line with the terms of this *agreement* until the date of repayment. You can contact us for details of what interest will be payable. If you do not exercise this right within the period above, you will lose your right to withdraw from this *agreement* under this provision.

## **10. CARDMEMBER DECLARATION**

For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

By signing below:

- you agree to the terms of this *agreement*, upon which we intend to rely;
- you confirm that the information you have given in the *application form* and this *agreement* is true and correct;
- you confirm that you are (and any *supplementary cardmember* is) over 18 years of age.
- you request that AMEX issue you with a *card* including any *replacement cards* and any other *card* covered by this *agreement*;
- you authorise AMEX to issue on your *account* a *supplementary card* to any person named by you as a *supplementary cardmember*;

- you agree that you will be liable for all *transactions* incurred on any *supplementary cards* issued on your *account* in accordance with this *agreement*
- you understand that *AMEX* may decline to give you a *card* or to give a *supplementary cardmember* a *supplementary card* at its sole discretion.

This is a Credit Agreement regulated by the Consumer Credit Act 1974.  
Sign it only if you want to be legally bound by its terms.

Signature(s)  
of Borrower(s)

Date(s) of signature(s)

Authorised by AMEX

Date

(This is the date of this Agreement)

## 11. THE ACCOUNT

- 11.1 We will operate the *account* for you and charge to it the amounts of all *transactions* made on your *card*, any *supplementary card* and any *balance transfer*.
- 11.2 When we give a merchant permission to charge your *account*, we assume the *transaction* will take place and we will reduce accordingly the amount of credit available to you.

## 12. USE OF YOUR CARD(S)/CODES

- 12.1 You agree that your *account* will be debited when you present your *card* to a merchant that accepts the *card* as payment and you either:
- (i) enter your *PIN* or sign a paper slip issued by the merchant;
  - (ii) provide your *card* number and related *card* or *account* details by following the merchant's instructions for processing your payment in the case of online, telephone, mail order purchases, *recurring transactions* or through any other devices such as telephone boxes and parking permit dispensers and *ATMs*;
  - (iii) when you conclude an agreement with a merchant and you consent to the merchant charging your *account* for an amount that is specified in such agreement;
  - (iv) approve a contactless *transaction* by passing your *card* over a contactless card reader;
  - (v) when you verbally commit, or confirm your agreement to all or part of a *transaction* after a *transaction* has been submitted.
- 12.2 We may impose and vary limits and restrictions on your use of the *card* for contactless *transactions* such as a maximum amount for each *transaction*, day, *statement* period or

otherwise or a requirement to enter your *PIN* after a certain number or value of contactless *transactions*.

- 12.3 You or a *supplementary cardmember* cannot cancel *transactions* once they have been approved apart from *recurring transactions*.
- 12.4 The 'valid thru' date on the *card* is for security purposes only in order to permit the regular replacement of the *card* and shall not affect the open ended duration of the contract.
- 12.5 To prevent misuse of your *account*, you must ensure that you and any *supplementary cardmembers*:
- (i) sign the *card* in ink as soon as received,
  - (ii) keep the *card* secure at all times,
  - (iii) regularly check that you still have the *card* in your possession,
  - (iv) do not let anyone else use the *card*,
  - (v) ensure that you retrieve the *card* after making a *transaction*, and
  - (vi) never give out your *card* details, except when using the *card* in accordance with this *agreement*.
- 12.6 To protect your *PIN* and other *codes*, you must ensure that you and any *supplementary cardmembers*:
- (i) memorise the *PIN* and other *codes*,
  - (ii) destroy our communication informing you of the *PIN* or other *code* (if applicable),
  - (iii) do not write the *PIN* or other *code* on the *card*,
  - (iv) do not keep a record of the *PIN* or other *code* with or near the *card* or *account* details,
  - (v) do not tell the *PIN* or other *code* to anyone,
  - (vi) if you select a *code*, do not choose a *code* that can easily be associated with you such as your name, date of birth or telephone number, and
  - (vii) take care to prevent anyone else seeing the *PIN* or other *code* when entering it into an *ATM* or other electronic device.

### **13. PERMITTED USES**

- 13.1 You may use your *account*, subject to any restrictions set out in this *agreement*, to pay for goods and services from merchants who accept the *card*. Here are some examples:
- (i) using your *card* to pay for goods and services by presenting the *card* to a merchant and complying with their request to sign or enter a *PIN*; and
  - (ii) using your *card* or the *account* to pay for goods and services ordered from a merchant by telephone, internet or mail order.

- 13.2 If we agree, you may also use your *account* to obtain *cash advances*. For example, you may obtain *cash advances* at any *ATM* that accepts the *card*.
- 13.3 If we agree, you may be permitted to transfer balances to your *account*. For example, we may permit you to transfer balances from cards issued by other financial institutions by using our telephone or online services.
- 13.4 If permitted by the merchant, you may return to the merchant goods or services obtained using your *account* and receive a credit to your *account*.

## 14. PROHIBITED USES

14.1 You must not:

- (i) give your *card* or *account* number to others or allow them to use your *card* or *account* for *transactions*, identification or any other purpose other than to give your consent to a *transaction* in accordance with the "Use of your Card(s)/Codes" Section of this *agreement*;
- (ii) use your *account* to purchase anything for the purpose of resale;
- (iii) return goods or services obtained using your *account* for a cash refund;
- (iv) use your *card* to obtain cash from a merchant for a *transaction* recorded as a purchase;
- (v) use your *card* to obtain cash from a merchant that you or any supplementary *cardmember* or any third party related to you have any ownership interest in;
- (vi) obtain a credit to your *account* except by way of a refund for goods or services previously purchased on your *account*;
- (vii) use your *account* if you are bankrupt or insolvent or if you do not honestly expect to be able to pay your minimum payment on your next *statement*;
- (viii) use your *card* if it is found after having been reported to us as lost or stolen;
- (ix) transfer balances from another account with us to pay your *account*;
- (x) use your *account* if your *card* has been suspended or cancelled or after the 'valid thru' date shown on the front of the *card*; or
- (xi) use your *account* for an unlawful purpose, including the purchase of goods or services prohibited by the laws of United Kingdom or any other country where the *card* is used or where the goods or services are provided.

14.2 It is your responsibility to ensure that there is no prohibited use of your *account* by you, and any *supplementary cardmembers*. Subject to the 'Theft, Loss or Misuse of the Card' section of this *agreement*, you will be responsible for any prohibited use of your *account* even if we did not prevent or stop the prohibited use, unless otherwise provided by law.

## 15. BALANCE TRANSFERS

15.1 We may promote *balance transfers*. If we agree to your request for a *balance transfer*, then:

- (i) we will charge the amount of the *balance transfer* to your *account* and pay the other financial institution;
- (ii) you cannot stop payment of a *balance transfer* we have approved.

15.2 Please note the following:

- (i) you cannot transfer balances between your American Express accounts using a *balance transfer*;
- (ii) we reserve the right to refuse a *balance transfer* request even if your *account* is not in default where it is reasonable to do so; and
- (iii) you must comply with any additional terms and conditions that we provide to you.

## 16. STATEMENTS

16.1 We will send or make available to you *statements* of account periodically and at least once a month if there has been any *account* activity. In any event we will send or make available to you a *statement* at least once every 12 months. Each *statement* will show important information about your *account*, such as the outstanding balance on the last day of the *statement* period, the minimum payment due, the minimum payment due date, the currency conversion rate and applicable fees and will include *transactions* made by you and any *supplementary cardmembers*. Always check each *statement* for accuracy and contact us as soon as possible if you need more information about a *transaction* on any *statement*. We reserve the right to make some *account* data available to you on request once a month. If we do, we will notify you in your *statement*.

16.2 If you have a question about or a concern with your *statement* or any *transaction* on it, inform us immediately. If we request, you agree to promptly provide us with written confirmation of your question or concern and any information we may require that relates to your question or concern.

16.3 If you enrol in online *statements* you agree:

- (i) that we may stop sending paper *statements* and that we may send the *statement* by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links, or any combination of these or other means and you agree that it is your responsibility to access all such *statements*; and
- (ii) to comply with any additional terms and conditions that we provide to you when you enrol.

16.4 You agree we may send you notices, including notices of variation of this *agreement* with your *statement* (whether online or paper copy).

## 17. LIABILITY FOR PAYMENT

Subject to the 'Theft, Loss or Misuse of the Card' section of this *agreement*, you are liable and promise to pay to us when due all amounts outstanding on your *account* which includes paying:

- (i) *transactions* on all *cards* issued to you and to any *supplementary cardmembers* even if there was no signature or *card* presented (including telephone, internet and mail orders) including after *cards* have been cancelled and this *agreement* has been ended;
- (ii) *transactions* made by any other person if you or any *supplementary cardmember* allowed them to use your *account*; and
- (iii) *transactions* made in breach of this *agreement* or fraudulently by you or permitted by you or any *supplementary cardmember*.

## **18. PAYMENTS**

- 18.1 Payments may be made by any of the methods set out in your *statement* in accordance with any instructions and requirements that are set out in the *statement* or that we inform you of.
- 18.2 You must pay us in Pounds Sterling. Payments will be credited to your *account* when received, cleared and processed. Any time periods that we may provide are estimates only and are dependent on the payment system and service provider you choose to make payment.
- 18.3 Please make sure that you allow sufficient time for us to receive, clear and process payments by the payment due date even if the payment due date falls on a weekend or public holiday. This includes mailing time for payments sent by mail and processing time for payments made using payment services offered by participating financial institutions which you should check with the financial institution.
- 18.4 If you choose to pay by direct debit, you must comply with any additional terms and conditions that we provide to you at enrolment. Third parties involved in the sending or processing of payments such as postal authorities or financial institutions are not our agents and their receipt of a payment will not be considered a payment received by us.
- 18.5 We are not obligated to accept payments that do not conform to our requirements. If we accept payments that do not conform to our requirements, the payment may be delayed and will not be credited to your *account* until it is converted into the required form. We may charge your *account* for any reasonable costs we incur and we may impose additional charges for converting payment including any currency conversion cost incurred by us.
- 18.6 If we accept late or partial payments or any payment described by you as being in full or in settlement of a dispute, we will not lose any of our rights under this *agreement* or the law including the right to recover the full balance owing.
- 18.7 Payments to us for your *account* must be sent separately from payments for any other *account*. If multiple payments are sent together or if you do not clearly designate your *account* to be paid, we may apply payments to any *account* at our sole discretion.
- 18.8 Although we may credit your *account* with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.
- 18.9 If you do not make your payment as required or if there is a dishonoured payment, we may consider your *account* in default under the 'Default and Consequences of Default' section of this *agreement*.

## 19. ALLOCATION OF YOUR PAYMENTS

We will apply payments to balances bearing the highest interest rate first. In applying this principle, we will first apply payments to amounts that have appeared on your monthly *statement*, and we may secondly, apply payments to amounts that have not yet appeared on your monthly *statement*.

## 20. FOREIGN TRANSACTIONS

20.1 If you carry out a *transaction* in a currency other than Pound Sterling that *transaction* will be converted into Pound Sterling. The conversion will take place on the date the *transaction* is processed by us, which may not be the same date on which you approve your *transaction* as it depends on when the *transaction* was submitted to us. If the *transaction* is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the *transaction* amount into U.S. dollars and then by converting the U.S. dollar amount into Pound Sterling. If the *transaction* is in U.S. dollars, it will be converted directly into Pound Sterling.

20.2 Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date (called '*reference exchange rate*'), increased once by 2.99%. If *transaction* amounts are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.

20.3 The *reference exchange rate* is set daily. You agree that any changes in the *reference exchange rate* will be applied immediately and without notice to you. Please note that the rate charged is not necessarily the rate available on the date of your *transaction* as the rate applicable is determined by the date on which the merchant submits a *charge* which may not be the date on which you approve the *transaction*. Fluctuations can be significant. The *reference exchange rate* may be found on our website [americanexpress.co.uk](http://americanexpress.co.uk) or you may contact us by telephone or email to obtain the rate.

## 21. REFUNDS FOR AUTHORISED TRANSACTIONS

21.1 This section only applies to *transactions* at merchants in the European Economic Area.

21.2 You can request a refund for a *transaction* if at the time that you agreed to the *transaction*, you did not know the exact amount of the *transaction* and the amount which appears on your *statement* is greater than the amount you reasonably expected.

21.3 You must submit your request for a refund within 8 weeks from the date of the *statement* on which the *transaction* appears.

21.4 We will investigate your request for such a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the *transaction*. You must give us all the information we reasonably require about the circumstances of the *transaction* and we may give this information to other companies or people investigating the matter.

21.5 We will within 10 business days of us receiving from you complete information and documentation about your dispute including information we may require confirming that your dispute relates to a *transaction* falling within this section, either provide a refund or an explanation for our refusal to do so. We reserve the right to adjust your *account* accordingly.

## 22. SUPPLEMENTARY CARDMEMBERS

22.1 At your request, we may issue a *card* on your *account* to another person (called a *supplementary cardmember*). We may limit the number of *supplementary cards* issued on one *account*. We generally do not provide copies of *agreements*, *statements*, notices and other communications to a *supplementary cardmember*.

22.2 You agree and are responsible to ensure that each *supplementary cardmember* reads and complies with this *agreement* and any notices and other communications that we may send to you. In particular please make sure they read the following sections of this *agreement*: 'Use of your Card(s)/Codes', 'Permitted uses', 'Prohibited uses', 'Refunds for authorised transactions', 'Recurring Transactions', 'Cash advances', 'Suspension', and 'Limitation of our liability'.

22.3 To cancel a *supplementary card*, please see the 'Closing Your Account' section of this *agreement*. If you cancel your *card*, any *supplementary card* will automatically be cancelled.

## 23. CASH ADVANCES

23.1 If we permit you to obtain *cash advances* with your *card*, then:

- (i) we may require you to enrol and obtain a *PIN* to access *ATMs* that accept the *card* (you can find out whether you are required to enrol by calling us on the telephone number on the back of your *card* or checking our website [www.americanexpress.co.uk](http://www.americanexpress.co.uk));
- (ii) we may impose and vary limits and restrictions on *cash advances* such as the amount of the *credit limit* available by means of *cash advances* and minimum and maximum limits that apply to *cash advances* for each *transaction*, day, *statement* period or otherwise (you can find out the limits and restrictions by calling us on the telephone number on the back of your *card* or checking our website [www.americanexpress.co.uk](http://www.americanexpress.co.uk));
- (iii) participating financial institutions and *ATM* operators may also impose their own limits and restrictions on *cash advances* such as limits on the number of *cash advances*, the amount of each *cash advance* and access to and available services at *ATMs*;
- (iv) we reserve the right to suspend or terminate your access to *ATMs*, even if your *account* is not in default. We can do this for security reasons, if we suspect unauthorised, improper and/or fraudulent use or if we think you may not be able to pay your *account* in full and on time. In these cases we may notify you beforehand or immediately afterwards and we may provide you with the reasons for our decision;

- (v) fees apply as set out in the 'Default and Other Charges' section of this *agreement* and the *ATM* provider may also charge a fee; and
- (vi) you must comply with any additional terms and conditions that we provide to you.

23.2 We will treat gambling *transactions* as *cash advances*.

## **24. REPLACEMENT CARDS**

24.1 A *replacement card* may be issued to you if your *card* is lost, stolen, damaged, cancelled, renewed or switched to a different card type. Your *card* may also be cancelled or no further *transactions* permitted without a *replacement card* being issued.

24.2 You authorise us to send you and any *supplementary cardmembers* a *replacement card* before the current *card* expires. You must destroy any expired *cards* by cutting them up or you must return the *card* to us. This *agreement* as amended or replaced continues to apply to any *replacement cards* we issue. You or any *supplementary cardmember* may request a *replacement card* if your or their *card* is damaged.

## **25. RECURRING TRANSACTIONS**

25.1 In order to avoid potential disruption of *recurring transactions* and the provision of goods or services by the merchant in the case of a *replacement card* or a *cancelled card*, you should contact the merchant and provide your *replacement card* information or make alternate payment arrangements.

25.2 *Recurring transactions* may be automatically charged to a *replacement card* without notice to you but please note that we do not provide *replacement card* information (such as *card* number and *card* expiry date) to all merchants.

25.3 To stop *recurring transactions* being billed to your *account*, you should advise the merchant in writing or in another way permitted by the merchant, to stop billing *recurring transactions* to your *account*.

25.4 If we permit, you or a *supplementary cardmember* may allow us or our agent to enroll you with a merchant for *recurring transactions*. You will remain responsible to make other payment arrangements until the *recurring transactions* begin to be applied to your *account*.

## **26. TRANSACTION APPROVAL**

26.1 We may require *transactions* to be approved by us before they are accepted by a merchant.

26.2 Even though your *account* may not be in default, we may refuse any request for approval of a *transaction* on reasonable grounds including where we suspect unauthorised, improper and/or fraudulent use, due to technical difficulties, fraud, your inability to pay your *account* in full and on time, late payment, problems reported by the credit reference agency or if the use of the *card* is prohibited pursuant to the section titled "Prohibited Uses" and/or other related reasons. We may do so by the merchant or through the terminal or website on which the *card* is used. Where possible, we will

provide you, at your request, our reasons for any refusal for approval. You may contact us on 01273 696933, or via our website, americanexpress.co.uk

- 26.3 In some cases, a merchant may approve a *transaction* in advance and your available *credit limit* will be reduced by the amount of the authorisation. For example, when you rent a car, the merchant may initially approve the full amount of the proposed car rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to make further *transactions*.

## 27. CARD IS OUR PROPERTY

Although you and any *supplementary cardmember* use *cards* on your *account*, all *cards* remain our property at all times. You may be asked and you agree to return the *card* to us or anyone we ask to take it on our behalf, including merchants. We may also inform merchants that your *card* is no longer valid. We will only do this in the circumstances set out in the 'Suspension' section of this *agreement*.

## 28. PRIVACY

### Information collected.

- 28.1 The information we collect about you relates to:

- (i) information obtained through the *account* application form;
- (ii) information obtained through reference checks;
- (iii) information obtained from *transactions* made using the *card* with *merchants* or *ATM* operators; and
- (iv) information that we may collect from you for the purposes of managing your *account*.

- 28.2 If you register for online services, there are separate terms and conditions about how we collect and use information about you in that context.

### Information disclosed.

- 28.3 We will disclose information about you, the application for the *card*, your *account* and *transactions* on it (which may include details of goods and/or services purchased) to:

- (i) companies within the American Express group of companies (our *group*) including worldwide and third party organisations who issue the *card* or process *transactions* on behalf of *merchants* (worldwide);
- (ii) companies within the British Airways Plc group of companies worldwide;
- (iii) companies who distribute the *card*;
- (iv) any other party whose name or logo appears on the *card* issued to you;
- (v) any party approved by you;
- (vi) our processors and suppliers; and
- (vii) organisations who accept the *card* in payment for goods and/or services purchased by you.

- 28.4 We may also obtain information about you from these parties.

## Use of information.

- 28.5 We will use information about you in order to:
- (i) administer and service your *account*;
  - (ii) process and collect *transactions* on it;
  - (iii) manage any benefits or insurance programmes in which you are enrolled; and
  - (iv) reconcile payments due by us to the above companies, processors, suppliers and organisations arising as a result of the issue of the *card* to you and/or its use by you.
- 28.6 We may use information about you, your *account* and *transactions* made using the *card* to prepare reports for third parties about *account* usage. Reports only contain *anonymised* data and we will not disclose any information which identifies you.
- 28.7 Where you have approved the issue of a *supplementary card*, you consent to the *supplementary cardmember* providing us with personal information about you for additional identity authentication purposes when the *supplementary cardmember* seeks to activate cards, to register for on-line services, to get in contact with us and to access enhanced and new services as they are introduced.

## Third party consents

- 28.8 Where you purchase goods and/or services on behalf of a third party, you confirm that you have obtained consent of that third party to the disclosure of his or her information to American Express, British Airways Plc and the above companies, processors, suppliers and organisations for these purposes.

## Marketing

- 28.9 We, other companies within our *group*, companies within the British Airways Plc group of companies worldwide, third party organisations who issue the *card*, companies who distribute the *card* or processors and other companies specifically selected by us will:
- (i) have access to and use information about you and how you use your *account* to develop lists of goods and services in which you may be interested; and
  - (ii) communicate with you (by mail, e-mail, telephone, SMS or via the internet) in connection with similar goods and services in which you may be interested.
- 28.10 If you wish to opt-out of marketing at any time, please write to us at the address below in the “Query or Complaint” part of this section of the *agreement*.
- 28.11 The information used to develop these lists may be obtained from:
- (i) the application form and process;
  - (ii) information on where you use and what *transactions* are on the *card*;
  - (iii) surveys and research (which may involve contacting you by mail, email, telephone, SMS or via the internet) and from information obtained from external

sources such as merchants or marketing organisations, to the greatest extent permitted by law.

- 28.12 We may make other offers to you (by mail, email, telephone, SMS or via the internet) of products and services in which you may be interested. If you wish to opt-out of such *communications*, please write to us at the address below in the “Query or Complaint” part of this section of the *agreement*.

### **Credit reference agencies and prevention of fraud**

- 28.13 We will exchange information about you and your *account* with credit reference agencies. If you owe us money and do not repay in full or on time, we may tell credit reference agencies who will record the outstanding debt. This information may be shared with other organisations in assessing applications from you and applications from any other party with a financial association with you for credit or other facilities and for preventing fraud and tracing debtors.
- 28.14 We will carry out credit checks whilst any money is owed by you on your *account* (including contacting your bank, building society or any referee approved by you) and disclose information about you and your *account* to collection agencies and lawyers for the purpose of collecting debts on your *account*.
- 28.15 We will carry out further credit checks, including at credit reference agencies, and analyse information about you and *transactions* on your *account* to assist in managing your *account*, consent to *transactions* on it and to prevent fraud or any other unlawful activity. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.
- 28.16 We will check your details with fraud prevention agencies. If false or inaccurate information is provided and we suspect any unlawful activity such as fraud or fraud is identified, this will be recorded, and we may pass details to fraud prevention agencies. Law enforcement agencies may access and use this information.
- 28.17 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- (i) checking details on applications for insurance, credit and credit related or other facilities;
  - (ii) managing credit, credit related accounts or facilities, and insurance policies;
  - (iii) recovering debt;
  - (iv) checking details on applications, proposals and claims for all types of insurance; or
  - (v) checking details of job applicants and employees.
- 28.18 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 28.19 You are entitled to access your personal records held by credit and fraud prevention agencies.

- 28.20 If you wish to do this, or to receive details of the relevant UK fraud prevention and credit reference agencies, please write to us at the following address and we will supply the names and addresses of the agencies we have used: American Express Services Europe Ltd, New Accounts Dept (OCU), P.O Box 149, Brighton BN88 1AH.

### **Electronic or telephone communications**

- 28.21 If you contact us by any electronic means, we may record any electronic identifier, including telephone numbers or internet protocol address, supplied at the time.
- 28.22 We will monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and *account* operation, and to assist, where appropriate, in dispute resolution.

### **Transfer of your data out of the UK and EU**

- 28.23 We will undertake all of the actions described within this privacy notice both within and outside the UK and the European Union.
- 28.24 Information about you may be:
- (i) processed in the USA; and/or
  - (ii) disclosed to or accessed in other countries outside the European Union when you travel or make foreign purchases (by mail, email, telephone, or via the internet), and for the purpose of administering your *account*.
- 28.25 In this case, American Express will take appropriate steps to ensure the same level of protection for your information in the USA and other countries outside the European Union (where data protection laws may not be as comprehensive as in the European Union) as there is in the European Union.

### **Supplementary cardmembers**

- 28.26 The provisions of this privacy section also apply to any *supplementary cardmember(s)* on your *account*.
- 28.27 Where you have approved the issue of a *supplementary card*, you confirm that you have obtained the consent of the *supplementary cardmember* to disclose his or her information to American Express and process it for the above purposes.

### **Security**

- 28.28 We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately, completely and securely. In order to maintain the effectiveness and security of these systems, policies and procedures, it will be necessary from time to time to process your information for testing purposes.

### **Retention of information**

28.29 We keep information about you for the purposes described in this section for as long as is appropriate to fulfil our legal obligations in accordance with applicable law.

### **Access to your information**

28.30 You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please write to us at the address below in the “Query or Complaint” part of this section of the *agreement*. There may be a small *charge* for this, as permitted by law.

### **Correction of inaccurate information**

28.31 If you believe that any information we hold about you is incorrect or incomplete you may ask us to correct or remove this information from our records. Please write to us at the address below in the “Query or Complaint” part of this section of the *agreement*. Any information which is found to be incorrect or incomplete will be corrected promptly.

### **Changes to our privacy policy**

28.32 We may change any provision of this section at any time. We will inform you in advance of any such change in accordance with the "Changes" section of this *agreement*.

### **Query or complaint**

28.33 In the event of any query or complaint in connection with the information we hold about you, please write to American Express Services Europe Limited, Dept. 2007, Amex House, Edward Street, Brighton, East Sussex BN88 1AH.

## **29. ADDITIONAL SERVICES**

29.1 We may make available additional services or discretionary benefits which will be subject to separate terms and conditions or summaries of benefits. Examples of services or benefits include discretionary insurance benefits, assistance services, rewards programs and merchant offers.

29.2 We may receive compensation from additional service providers and our compensation may vary by provider and product. Your *account* will be charged for any fees or premiums that may apply for services and benefits.

29.3 Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party.

29.4 If your *account* is closed, it will be your responsibility to obtain replacement services and benefits or make new payment arrangements with the third party if the service is still available.

## **30. INSURANCE**

- 30.1 From time to time, we identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you and we may act on behalf of the insurance provider, as permitted by law. These arrangements are separate from any discretionary insurance benefits which may attach to your *card*.
- 30.2 We receive compensation from insurance providers and our compensation may vary by provider and product. Also, in some cases, an entity that is affiliated with us may be the insurer or reinsurer and may earn insurance or reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available.
- 30.3 We may change the provider, terms and price of any insurance product held by you in connection with your *account* in accordance with condition 31 below and, by entering into this *agreement*, you consent to us making this change.

## **31. CHANGES**

- 31.1 We may change the interest rates and/or fees payable under this *agreement*, including by introducing a new type of fee or charge or the circumstances in which they are payable:
- (i) if there is a change (or we reasonably expect that there will be a change) in the costs we incur in providing the *account* (including our funding costs, operating costs and the cost of complying with regulatory requirements).
  - (ii) if we change the services and benefits included with your *card*;
  - (iii) because we reasonably think there is a change in your financial circumstances or your credit profile which means there is an increased risk that you might not be able to repay what you owe us, taking into account factors such as how you manage this or other accounts, your financial situation and your credit rating;
  - (iv) to maintain an appropriate return from your *account* and to ensure that our business remains profitable and competitive;
  - (v) to ensure the interest rates and fees payable continue to reflect the fair value of the *account* which may include harmonising our interest or charging arrangements;

The change will respond proportionately to these factors and we will not change interest rates and fees to cover the same factor twice.

- 31.2 We may make changes to the services we provide to you, for example to reflect the introduction or development of new systems, methods of operation, service or facilities if we reasonably consider this would not be to your disadvantage and there is no increased cost to you.
- 31.3 We may also change any of the other terms of this *agreement* for any of the following reasons:
- (i) where we reasonably consider that:

- (a) the change would make the terms easier to understand or fairer to you; or
    - (b) the change would not be to your disadvantage; or
  - (ii) to make reasonable changes to the way we look after your *account* as a result of changes in:
    - (a) the banking or financial system;
    - (b) technology; or
    - (c) the systems we use to run our business; or
  - (iii) as a result of a legal or regulatory requirement (or where we reasonably expect that there will be a change in a legal or regulatory requirement); or
  - (iv) to ensure that our business is run prudently.
- 31.4 As long as you are able to end the *agreement* without charge under this *agreement*, we may change any of the terms of this *agreement* (including interest rates and our fees) for any valid reason not listed above.
- 31.5 We will give you at least 30 days' advance personal notice of all changes, unless the change is to your advantage or not to your disadvantage (for example when we reduce your interest rate). In this case, we will still give you personal notice but we may make the change more quickly. We will tell you about changes by putting messages in or on your monthly *statement*, or sending you a separate written notice by post or electronically (which includes posting them on an American Express website [www.americanexpress.co.uk](http://www.americanexpress.co.uk), through links provided on a *statement* or other notice, email, text messages or similar or any combination of these or other means).
- 31.6 We will tell you when changes will come into effect. If you do not want to continue the *agreement* with the change, you must notify us to end the *agreement* as set out in condition 36 but the changes will still come into effect except as set out in condition 31.7.
- 31.7 You have the right to opt out of an interest rate increase and continue to make payments at the existing interest rate. Please note if you elect to do this, your *card* will be cancelled with immediate effect and you will have to pay off the balance as set out in this *agreement*. If you wish to take up this option, you must let us know within 60 days of us providing notice of the interest rate increase to you.
- 31.8 If we have made a major change or a lot of minor changes in any one year, we may provide to you an updated copy of this *agreement* or a summary of the changes.

## **32. ASSIGNMENT**

- 32.1 We may assign, transfer or sell our rights, benefits or obligations under this *agreement* (including, without limitation, our duty to lend to you) at any time to an American Express *affiliate* or to a third party. We may do this without giving you notice beforehand. Your rights under this *agreement* and your legal rights (including those under the Consumer Credit Act 1974) will not be affected.
- 32.2 If we do so, or intend to do so, you agree and will procure that any *supplementary cardmembers* also agree that we can give information about you and any *supplementary cardmembers* and your *account* to the *affiliate* or third party.

- 32.3 You and any *supplementary cardmember* are not entitled to transfer all or any part of your rights or obligations under this *agreement* to a third party.

### **33. SEVERABILITY**

If any provision of this *agreement* conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.

### **34. SUSPENSION**

- 34.1 We may immediately stop you or any *supplementary cardmember* from using the *card*, and suspend the services linked to the *card*, for security reasons, in the event of default, if we suspect unauthorised, improper and/or fraudulent use or if we think you may not be able to pay your *account* in full and on time. In these cases we may notify you beforehand or immediately afterwards and we may provide you with the reasons for our decision. Please refer to the 'Communicating with you' section of this *agreement* for details of how we will notify you.

- 34.2 This *agreement* will continue and you will still be responsible as set out in this *agreement* for all *transactions* on your *account* and for complying with the terms and conditions of this *agreement*.

- 34.3 We will re-instate your right or the rights of any *supplementary cardmember* to use the *card* or provide you or any *supplementary cardmember* with a new *card* if the reasons mentioned in this section for stopping you or any *supplementary cardmember* from using the *card* are no longer present. You may contact us and notify us of the reasons for the block no longer existing via our website [americanexpress.co.uk](http://americanexpress.co.uk) or by phone. The phone number can be found on our website or on the back of your *card*.

### **35. DEFAULT AND CONSEQUENCES OF DEFAULT**

- 35.1 We may treat your *account* as being in default at any time in the event that you fail to comply with your obligations under this *agreement* such as failure to make any payment when it is due, incurring or attempting to carry out *transactions* in excess of the *credit limit*, failure to pay any amount we demand in order to reduce the unpaid balance to your *credit limit* or if any form of payment is returned or not honoured in full.

- 35.2 We may also consider your *account* to be in default at any time if any statement made by you to us in connection with your *account* was false or misleading, you breach any other agreement that you may have with us or with any of our *affiliates*, or if bankruptcy or other creditor proceedings are threatened or initiated against you or we have any reasonable reason to believe that you may not be creditworthy.

- 35.3 The inclusion of previously billed minimum payments, any portion of dishonoured payments and any *over limit* amounts in the minimum payment shown on a *statement* will not constitute a waiver by us of any default.

- 35.4 In the event of any default, you will also be responsible for all reasonable costs incurred by us or our agents including legal advisers, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.

- 35.5 A number of consequences may arise should you fail to make payment in accordance with this *agreement*. For example:
- (i) you may be liable for default charges as set out in the 'Fees' section of this *agreement*;
  - (ii) your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;
  - (iii) legal action may be taken against you to recover amounts owing and you may have to pay any associated legal costs;
  - (iv) an application may be made to declare you bankrupt; and
  - (v) if we have the benefit of a charging order, we may then seek an order for sale which could mean that your home or your property may be repossessed.

## 36. CLOSING YOUR ACCOUNT

36.1 You may end this *agreement* at any time by giving us notice by telephone or in writing. You can also cancel a *card* issued to a *supplementary cardmember* in the same way.

36.2 If you choose to end this *agreement* and close your *account*, you must:

- (i) pay off all amounts owing on your *account*;
- (ii) destroy or return to us all *cards* issued on your *account*;
- (iii) stop use of your *account*; and
- (iv) instruct merchants to stop all *recurring transactions* being debited from your *account*.

36.3 We will only close your *account*, and this *agreement* will only end, when you have paid off all amounts you owe us. Any annual fee paid in advance in respect of the remaining part of the year in which your *account* is closed, will, subject to the 'Allocation of Your Payments' section of this *agreement*, be returned to you pro-rata taking into consideration the length of time until your next *card anniversary date*.

36.4 We can end this *agreement* and require you to repay immediately all amounts you owe us under this *agreement* or cancel any or all *cards* or reduce your *credit limit* immediately:

- (i) if we reasonably believe you have broken this *agreement* regularly or seriously; or
- (ii) if you die or become bankrupt or we reasonably believe you are likely to become bankrupt

but we will follow any legal requirements before we do so. Otherwise we will give you at least two months' written notice without any explanation being required and without any further default notice being required. If we take such action, you will still be obligated to pay all amounts owing on your *account*.

36.5 If we end this *agreement* you must pay all money you owe us immediately, including unbilled *transactions* that may not be shown on your last *statement*, or, at our discretion, continue to pay at least the minimum payment. We will only close your *account* when you have paid off all amounts you owe us.

- 36.6 If your *card* is cancelled for any reason, all other *cards* issued on your *account* will be cancelled at the same time.
- 36.7 You will continue to be responsible for all *transactions* made using your *account* until you have paid off all amounts you owe us and your *account* is no longer used.

### **37. AVIOS POINTS (“Avios”)**

- 37.1 Avios are issued by British Airways Plc and are subject to BA Executive Club Terms and Conditions.
- 37.2 Subject to any promotional offer we may make to you and to the rest of this section , you will earn Avios at the following rate:
- (i) for *purchases* charged and billed to your *account* at the rate of 1 Avios per £1 spent; and
  - (ii) for *purchases* from *warehouse retailers* in the UK charged and billed to your *account*, at the rate of 0.5 Avios per £1 spent. You can find out which retailers we treat as *warehouse retailers* by calling us on the telephone number on the back of your *card* or checking our website [www.americanexpress.co.uk](http://www.americanexpress.co.uk)
- 37.3 No Avios will accrue in respect of:
- (i) any interest, or fees, or the amount of any *balance transfer*, *cash advance* (including gambling transactions), American Express Travellers Cheque purchases or foreign exchange *transactions*;
  - (ii) any spending which, in any one month, exceeds your *credit limit*;
  - (iii) any amounts that are subsequently re-credited to your *account* by way of refunds;
  - (iv) any month in which your *account* is more than 60 days overdue for payment.

### **38. COMMUNICATING WITH YOU**

- 38.1 Notices and other formal communications about this *agreement*, including in respect of changes to this *agreement*, (together called *communications*) will be sent to you in writing and will be mailed or delivered to you at the address which is maintained in our records for your *account* (except as set out below).
- 38.2 We may give you the option of receiving *communications* electronically instead of by mail. If you enrol, you agree and will procure that any *supplementary cardmembers* also agree:
- (i) that we may communicate to you by electronic means any *communications* for our products and services and all such *communications* will be considered to have been provided in writing;
  - (ii) that we may send the *communication* by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a *statement* or other notice, or any combination of these or other means and you agree that it is your responsibility to access all such *communications*.

- 38.3 All mailed *communications* will be deemed received 3 business days after the date of the mailing unless you actually receive it earlier or when received in the case of a *communication* delivered by hand. All electronic *communications* that we provide including a *statement* will be deemed to be received on the day that we send the notification email and/or post the electronic *communication* even if you do not access the electronic *communication* for any reason.
- 38.4 You must inform us immediately if you change the address or other contact information (such as postal or email address) you have given to us, including any changes to *supplementary cardmember* details. If we have been unable to deliver any *statements* or other *communications* or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any *communication* (including a *statement*) if we send it to the address or in accordance with other contact information for your *account* appearing in our records or if we do not send the *communication* because previous *communications* have been undeliverable. You must inform us if you want an address or other contact information to apply to more than one *account* with us.
- 38.5 You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your *account*. You also agree to give us any additional information and supporting documentation that we request or as required by law.

## **39. NO WAIVER OF OUR RIGHTS**

If we fail to exercise any of our rights under this *agreement*, this will not be a waiver of our rights and will not prevent us from exercising them later.

## **40. DEATH OR BANKRUPTCY**

If you die or are made bankrupt, as well as any other rights that we may have, we may withdraw the *card* or restrict how it can be used.

## **41. COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED**

- 41.1 If you have a complaint or problem with a merchant or any goods and services charged to your *account*, you must still pay all *transactions* on your *account* except as set out in this *agreement*.
- 41.2 If you have any complaints about your *account* or the service you have received, please contact Executive Customer Relations Department at American Express, Department 333, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH.
- 41.3 Condition 41.1 does not affect your rights under section 75 of the Consumer Credit Act 1974. These rights mean that if you use your *card* to buy goods or services, and the cost of an individual item of the goods or services is more than £100 but not more than £30,000 then you may have a claim against us if the item or service is: not as specified;

or (if relevant) only supplied in part; unsatisfactory; or does not match the description given by the supplier.

- 41.4 If you are unable to resolve your complaint with us and have received a final response from us confirming this and you are not a business customer, you have a right to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. If you are a business customer you may have a right to refer it to the Financial Ombudsman Service.
- 41.5 We are licensed to issue credit by the Office of Fair Trading, who are the supervisory authority under the Consumer Credit Act 1974. Their address is Fleetbank House 2-6 Salisbury Square, London, EC4Y 8JX. We are authorised and regulated by the Financial Services Authority authorisation number: 415532.

## **42. TRANSFER OF CLAIMS**

- 42.1 Although we may have no obligation to do so, if we credit your *account* in relation to your claim against a third party such as a merchant, you and any *supplementary cardmembers* are automatically deemed to have assigned and transferred to us, any rights and claims (excluding tort claims) that you and any *supplementary cardmembers* have, had or may have against any third party for an amount equal to the amount we credited to your *account*. You hereby give consent in advance to such assignment, without any further notification being required.
- 42.2 After we credit your *account*, you and any *supplementary cardmembers* agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your *account*.
- 42.3 You agree and will procure that any *supplementary cardmembers* also agree to cooperate with us if we decide to pursue a third party for the amount credited. Cooperation includes signing any documents and providing any information that we require. Crediting your *account* on any occasion does not obligate us to do so again.

## **43. EXAMPLES**

When we provide examples in this *agreement*, they do not limit the provisions of this *agreement*. The terms “*includes*”, “*such as*” and “*for example*” mean, respectively, “*includes without limitation*”, “*such as but without limitation*” and “*for example but without limitation*”.

## **44. GOVERNING LAW**

This *agreement* is governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over all parties to the *agreement*. However, where you have liability under this *agreement* you agree that we can carry out collection proceedings in any country where you may be living.

#### **45. TAXES, DUTIES AND EXCHANGE CONTROL**

You must pay any government tax, duty or other amount imposed by law in any country in respect of the *card*, any *transaction* on your *account* or any use of the *account* by you or any *supplementary cardmember*.

#### **46. LIMITATION OF OUR LIABILITY**

- 46.1 If we break this *agreement*, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would have been unavoidable despite all reasonable efforts to prevent the event happening, or resulting from us complying with any relevant requirement under any law or regulation to which we are subject.
- 46.2 For example, we will not be liable to you for any malfunction or failure of the *card* or refusal by a merchant to accept the *card*.

#### **47 CREDIT INTERMEDIARY**

Your *agreement* may have been recommended or made available to you by a credit intermediary. British Airways Plc of Waterside, Speedbird Way, Harmondsworth, UB7 0GB (registered in England with number 1777777) may have acted as a credit intermediary in relation to this *agreement*. British Airways has an exclusive referral arrangement with American Express. Any internet comparison website you used when you applied for your *card* may also be a credit intermediary. These comparison websites include but are not limited to the following:

Moneysupermarket.com operated by Moneysupermarket.com Limited of Moneysupermarket House, St Davids Park, Ewloe, Flintshire CH5 3UZ

Quidco.com operated by Maple Syrup Media Limited of The Workstation, Paternoster Row, Sheffield S1 2BX.

Topcashback.co.uk operated by UKC Systems Limited of The Lions Buildings, 8 Market Place, Uttoxeter, Staffordshire, ST14 8HP

compareandsave.com operated by Freedom Marketing Limited c/o Bird & Bird LLP, 90 Fetter Lane, London, EC4A 1EQ

moneysavingexpert.com operated by Martin Lewis of Shepherds Building, Charecroft Way, London, W14 0EH