

INTRODUCTION

This document and the application form you have completed make 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 for free at any time during the term of the agreement.

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

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

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

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

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

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

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

Transaction means all 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 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 shall be open ended. This agreement and all *communications* between us concerning this Agreement shall be in English.

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

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

It includes a notice about your cancellation rights which you should read

1. THE PARTIES TO THE AGREEMENT

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 We will at our discretion and in compliance with applicable law, decide and inform you of the *credit limit* applicable to your *account* which is the maximum amount which can be outstanding at any time on your *account* (including use by any *supplementary cardmembers*).

- 2.2 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*.
- 2.3 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.
- 2.4 You acknowledge that we may increase or reduce your *credit limit* at any time without notice. You may request that there be no further increases in the *credit limit* at any time.

3. MINIMUM PAYMENTS

- 3.1 You agree to pay us at least the minimum payment requested by the due date shown on a *statement*. If we request, you also agree to pay us any *over-limit* and 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 must contact us to check what minimum payment is due and the due date.
- 3.3. Payments must be made monthly. The minimum amount you need to pay us each month will be 10.0% of the total amount owing or £50, whichever is more plus any repayment protection insurance premiums related to your *account* plus any *account* supervision fees, plus any *over limit* fees. Payment must be received by us within 25 days of the date of the *statement* we will send to you.
- 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.
- 3.6 We may, at any time, allow you to omit all or part of a minimum payment during a payment holiday specified by us in a notice to you. If we do this, we will charge interest as if no payment holiday has been granted and no extension will be made of the time for payment in this respect. However, no *account* supervision fee will be payable in these circumstances.

4. ANNUAL PERCENTAGE RATE (purchases APR - variable)

- 4.1 17.9% APR

OTHER FINANCIAL INFORMATION

5. TOTAL CHARGE FOR CREDIT AND INTEREST CHARGES

- 5.1 The total charge for credit figure below is an example consisting entirely of interest and is based on the sum of £1,500 being borrowed at the start of the agreement and being repaid in equal monthly instalments over the period of one year at the standard interest rate for purchases set out in the 'Annual Percentage Rate' section of this agreement, and does not take into account any promotional rate that we may apply.

The total charge for credit is £138.47.

- 5.2 We will charge interest on all balances that result from *transactions*, other than *cash advances* and *balance transfers* at the standard rate of 1.39% per month, 17.9% per annum on a daily basis.
- 5.3 We will charge interest on all balances that result from *cash advances* at the standard Credit Card rate of 2.08% per month, 27.9% per annum, on a daily basis, on the amount you owe in respect of the *cash advance* from the date you withdraw the cash until payment is received by us.
- 5.4 We may offer you the opportunity to request *balance transfer(s)* from time to time - we will charge interest on all balances that result from *balance transfer(s)* at the standard rate of 1.39% per month, 17.9% per annum on a daily basis until the amount is fully repaid to us.
- 5.5 We may change any of the above standard rates of interest at our discretion. We will not charge any interest on any *transaction*, other than a *cash advance* or a *balance transfer*, if the whole amount you owe on the *account* is fully repaid to us within 25 days of the *statement* date. If you do not pay the full amount that you owe within 25 days of the *statement* date, we will charge interest on the total amount, including interest you owe from the last month and on a daily basis on each *transaction* you make from the date of the *transaction* until you pay the total amount that you owe.
- 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 give you notice of such interest reductions and the length of the promotional period in accordance with the 'Changes' section of this agreement. 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 *transaction* or *balance transfer* (*promotional transactions*) 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 and commissions that apply to your *account* are set out below. You agree to pay these fees and commissions and you authorise us to charge them to your *account* when due.
- 6.2 No Annual Fee will be payable.
- 6.3 We reserve the right to change the circumstances in which any of the fees or commissions on your *account* are charged and the amount of those fees or commissions. We will provide notice of any change as set out in the "Changes" section of this agreement. You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the "Changes" section of this agreement.

7. VARIABLE RATES STATEMENT

- 7.1 No account has been taken of any variation of the rate which may occur under the agreement.

- 7.2 We can vary, in accordance with the ‘Changes’ section of this agreement, the rates stated above but the rates quoted above do not take any account of any possible variations that may take place in the future.

KEY INFORMATION

8. DEFAULT AND OTHER CHARGES

- 8.1 The default and other charges that apply to your *account* are set out below. You agree to pay these charges and you authorise us to charge them to your *account* when due.
- 8.2 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.
- 8.3 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 advisors in recovering any amounts unpaid.
- 8.4 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*.
- 8.5 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* you request. A fee may also be charged by the provider of any *ATM* you use in obtaining cash.
- 8.6 A *Statement Copy Fee* of £2 is payable if you request copies of *statements*, for each copy provided, or if you have elected electronic *statements*, you request any paper *statement* copies.
- 8.7 A *Charge Record Copy Fee* of £3 is payable if you request copies of charge records, for each copy provided.
- 8.8 If you put through a *transaction* in a currency other than Pounds Sterling, we will apply a currency conversion rate to the *transaction*, increased by 2.99% or as otherwise disclosed by us. Please see the 'Foreign Transactions' section of this agreement.
- 8.9 A *Balance Transfer fee* of up to 3% of the balance transferred is payable for each *balance transfer* processed to your *account*.
- 8.10 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 have taken place during the preceding 12 months is £0.
- 8.11 We reserve the right to change the circumstances in which any of the fees or commissions on your *account* are charged and the amount of those fees or commissions. We will provide notice of any change in accordance with the “Changes” section of this agreement.

- 8.12 You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the “Changes” section of this agreement.

9. THEFT, LOSS OR MISUSE OF THE CARD

- 9.1 You must tell us immediately by telephone at 01273 696933 if:
- (i) a *card* is lost or stolen,
 - (ii) a *renewal card* has not been received,
 - (iii) someone else learns a *code*,
 - (iv) you suspect that your *account* is being misused or a *transaction* is unauthorised, or
 - (v) you suspect that a *transaction* has been processed incorrectly.
- 9.2 If a *card* that you have reported lost or stolen is later found, you must destroy it and wait for a *replacement card*.
- 9.3 Your maximum liability for any unauthorised *transactions* on your *card* or any *supplementary cardmember's card* is £50 unless you or any *supplementary cardmembers*:
- (i) did not comply with this agreement (including the section ‘Use of Your Cards/Codes’) intentionally or because you were grossly negligent, or
 - (ii) contributed to, were involved in, or benefited from the loss, theft or misuse, in which case you will be liable for the full amount of the unauthorised *transaction*. For example, if you gave your *card* and/or *codes* to another person to use or if you fail to take reasonable steps to keep your *card's* security features safe, then you will be liable for the full amount of any unauthorised *transactions*.
- 9.4 Other than a *transaction* that you suspect has been processed incorrectly, provided that you or any *supplementary cardmembers* did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the *card*, then you and any *supplementary cardmembers* will not be liable to us for any unauthorised *transactions* once you have notified us.
- 9.5 You and any *supplementary cardmembers* 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.
- 9.6 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.
- 9.7 If upon contacting us, you wish to dispute a *transaction*, we will initiate an inquiry and place a temporary credit on your *account* in the amount of the *transaction*. Once investigations are complete, we will adjust your *account* accordingly.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to American Express UK, Department 871, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH.

If you cancel this agreement, any money you have paid must be returned to you. You will not have to make any further payment.

If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the goods yourself.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement. If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the creditor or both. If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

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

Additional Right to Cancel

Once this agreement is made, you will have a right to cancel it before whichever is the later of either (a) 14 days after you receive your *card*, or (b) 14 days after the day on which you receive a copy of the agreement signed by us. You may do this by writing to us at the address given above, or sending a facsimile to 01273 621696 stating your name, address and *account* number and informing us you wish to cancel the agreement. Once you have cancelled the agreement in this

way, and provided you have repaid to us in full any amounts we have advanced to you, or have paid to third parties on your behalf, you will not have to pay interest or other charges. If you do not exercise your right to cancel within the cancellation period above, you will lose your right to cancel the agreement under this provision.

10. CARDMEMBER DECLARATION

By using your *account* (or by signing and keeping the *card*), you agree to the terms of this agreement upon which we intend to rely.

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.

I confirm that the information I have given in the application form and this agreement is true and correct. I am (and any *supplementary cardmember* is) over 18 years of age. By signing above, I confirm that:

I request that AMEX issue me with a *card* including any *renewal* or *replacement cards*. I authorise AMEX to issue on my *account* a *supplementary card* to any person named by me as a *supplementary cardmember* and understand that I shall be liable for all *transactions* incurred on any *supplementary cards* issued on my *account*. I understand that AMEX may decline to give me a *card* at its sole discretion.

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* for payment to a *merchant* and either you enter your *code* or sign for your purchase. For online, telephone or mail order purchases, you agree to the *transaction* when you provide your *card* number and related *card/account* details and you follow the *merchant's* instructions for processing your payment. You may also be deemed to consent to a *transaction* in any agreement you enter into with a *merchant* in which an amount is specified in such agreement and you have authorised the *merchant* to debit your *card* for the *transaction*. In your dealings with us, you may also verbally consent or confirm your agreement to all or part of a *transaction* after a *transaction* has been submitted. You or a *supplementary cardmember* cannot cancel *charges* once they have been authorised.

12.2 You agree that we will consider your instruction for paying a *merchant* to be made on the date when you must make any payment to us in relation to a *card* transaction appearing on your *statement*. This does not affect the date on which the *merchant* is paid (which is agreed separately with the *merchant*), the validity of using your *card* as means of payment when you authorise the *card transaction*, or the fact that you are obliged to pay us for the *transaction* when you authorise it.

12.3 To prevent misuse of your *account*, you must ensure that you and any *supplementary cardmembers*:

- sign the *card* in ink as soon as received,
 - keep the *card* secure at all times,
 - regularly check that you still have the *card* in your possession,
 - do not let anyone else use the *card*,
 - ensure that you retrieve the *card* after making a *transaction*, and
 - never give out your *card* details, except when using the *card* in accordance with this agreement.
- 12.4 To protect your *PIN*, telephone codes, on-line passwords and any other codes used on your *account* (called *code(s)*), you must ensure that you and any *supplementary cardmembers*:
- memorise the *code*,
 - destroy our communication informing you of the *code* (if applicable),
 - do not write the *code* on the *card*,
 - do not keep a record of the *code* with or near the *card* or *account* details,
 - do not tell the *code* to anyone,
 - 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
 - take care to prevent anyone else seeing the *code* when entering it into an Automatic Teller Machine (called *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* (called *merchants*). Here are some examples:
- 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
 - using your *card* or the *account* to pay for goods and services ordered from a *merchant* by telephone, internet or mail.
- 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:

- give your *card* or *account* number to others or allow them to use your *card* or *account* for *transactions*, identification or any other purpose;
- use your *account* to purchase anything for the purpose of resale;
- return goods or services obtained using your *account* for a cash refund;
- use your *card* to obtain cash from a *merchant* for a *transaction* recorded as a purchase;
- obtain a credit to your *account* except by way of a refund for goods or services previously purchased on your *account*;
- 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*;
- use your *card* if it is found after having been reported to us as lost or stolen;
- transfer balances from another account with us to pay your *account*;
- use your *account* if your *card* has been suspended or cancelled or after the valid date shown on the front of the *card*; or
- 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*. You will be responsible for any prohibited use of your *account* even if we did not prevent or stop the prohibited use.

15. BALANCE TRANSFERS

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

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

15.2 Please note the following:

- you cannot transfer balances between your American Express accounts using a *balance transfer*;
- we reserve the right to refuse a *balance transfer* request even if your *account* is not in default;
- 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 (called *statements*) 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 (called the *closing balance*), 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*. If your *account* is seriously overdue or the balance is less

than £4.00 or in credit, we may stop sending you *statements*. Always check each *statement* for accuracy and contact us as soon as possible if you need more information about a *transaction* on any *statement*.

- 16.2 If you have a question about or a concern with your *statement* or any *transaction* on it, inform us immediately. We will expect this to be within 1 month of receipt of your *statement* and if you do not query a *transaction* that you believe is unauthorised or inaccurate within this period, or up to 13 months in exceptional circumstances, you will be liable for the unauthorised *transaction*. 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 that we may stop sending paper *statements*. You agree that any specific terms about online *statements* that we provide to you will apply and form part of this agreement.
- 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

- 17.1 You are liable and promise to pay to us when due all amounts outstanding on your *account* which includes paying:
- 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) and even after *cards* have been cancelled and this agreement has been ended;
 - transactions* made by any other person if you or any *supplementary cardmember* allowed them to use your *account*;
 - transactions* made in breach of this agreement or fraudulently by you or permitted by you or any *supplementary cardmember*; and
 - unauthorised *transactions* related to a lost or stolen *card* or code being used by an unauthorised person under the circumstances and within the limits set out in the “Theft, Loss or Misuse of The Card” section of this agreement.

18. PAYMENTS

- 18.1 Payments may be made by any of the methods set out in this section and in accordance with any additional instructions and requirements regarding your payments as set out in your *statement* or that we inform you.
- 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. We are not responsible for any delays in receiving and processing payments and you must pay any interest or charges which may apply.

18.4 If you choose to pay by direct debit, you agree that any specific terms that we provide to you at enrolment will apply and form part of this agreement. 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.

Payment Method (must be UK Sterling)	Estimated Time Frames	Payment will be credited to the account...
Online: Pay online at americanexpress.co.uk using your debit card.	Allow 2 working days for payment to be received on your <i>account</i> .	When payment is received and processed by us.
Telephone: Call customer services 24/7 and pay using your debit card.	Allow 2 working days for payment to be received on your <i>account</i> .	
Bank: Take your completed bank giro slip from your <i>statement</i> and your payment to the bank. If paying by cheque, write your <i>account</i> number on the front of your cheque.	Allow 4 working days for payment to be received on your <i>account</i> .	
Post: Write your <i>account</i> number on the front of your cheque and send it along with your completed bank giro slip from your <i>statement</i> to this address: AMERICAN EXPRESS SERVICES EUROPE LTD, Royal Avenue, Widnes, WA88 1AE. Cheque payable to AMERICAN EXPRESS SERVICES EUROPE LTD.	Allow 7 days for payment to be received on your <i>account</i> .	
Direct Debit Ensure sufficient funds are in your financial institution account on the payment collection date.	Payment will be collected approximately 14 days after your <i>statement</i> date if you pay your balance in full. If you pay the minimum amount due this will be taken approximately 18 days from your <i>statement</i> date.	

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 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 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* for 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” section of this agreement.

19. ALLOCATION OF YOUR PAYMENTS

19.1 We will normally apply payments to your *account* in the following order:

- (i) interest, on cash advances, *balance transfers*, purchases, in that order,
- (ii) credit insurance premiums, for example Creditor premiums
- (iii) annual cardmembership fees (if payable)
- (iv) other fees for services provided by us that appear as a separate item on your monthly *statement*, for example, *statement* reprint fees,
- (v) late, *over-limit* then dishonoured payment fees,
- (vi) collection then recovery fees,
- (vii) amounts that have appeared on a monthly *statement*, and
- (viii) amounts that have not yet appeared on a monthly *statement*

19.2 Within any category of items, we usually apply payments first to the item with the lowest interest rate or, if the same interest rate, first to the oldest item.

19.3 However, for servicing, administrative, systems or other business reasons, we may apply payments to your *account* in some other order or manner that we may determine in our discretion. You agree that we may do so in a way that is favourable or convenient to us.

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 put through 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% or as otherwise disclosed by us. 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 authorise the *transaction*. Fluctuations can be

significant. The *reference exchange rate* may be found on our website (americanexpress.co.uk) or you may contact us by telephone or email to obtain the rate.

21. 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 *transaction* date.
- 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 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, understands and complies with this agreement and any notices and other communications that we may send to you.
- 22.3 To cancel a *supplementary card*, please see the “Default/Closing Your Account” sections of this agreement.

23. CASH ADVANCES

- 23.1 If we permit you to obtain cash advances with your *card*, then:
- you must enrol and obtain a *PIN* to access *ATMs* that accept the *card*;
 - we may impose 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;
 - 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*;
 - we reserve the right, without cause and without providing any notice to you, to terminate your access to *ATMs*, even if your *account* is not in default;

-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

-you must comply with any additional terms and conditions that we provide to you.

23.2 You may only obtain *cash advances* equal to 20% of your *credit limit* at the time of withdrawal. In addition to the preceding, you may only draw up to £400 cash in any 7 day period.

24. RECURRING CHARGES

24.1 You or a *supplementary cardmember* may authorise a *merchant* to bill your *account* at regular intervals for goods or services (called *recurring charges*).

24.2 A *replacement* or new *card* (called 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 (called a *cancelled card*).

24.3 In order to avoid potential disruption of *recurring charges* and the provision of goods or services by the *merchant* in the case of a *replacement card* or *cancelled card*, it is always your responsibility to contact the *merchant* and provide *replacement card* information or make alternate payment arrangements. You agree to be responsible for any *recurring charges* that may continue to be charged to your *account* from a *card* that has been replaced or cancelled.

24.4 *Recurring charges* may be automatically charged to a *replacement card* without notice to you.

24.5 Please note that we do not provide *replacement card* information (such as *card* number and *card* expiry date) to the *merchant*.

24.6 To stop *recurring charges* being billed to your *account*, you must have the right to do so by law or under your arrangement with the *merchant* and you must advise the *merchant* in writing or in another way permitted by the *merchant*, to stop billing charges to your *account*.

24.7 If we permit, you or a *supplementary cardmember* may authorise us or our agent to enroll you with a *merchant* for *recurring charges*. You will remain responsible to make other payment arrangements until the *recurring charges* begin to be applied to your *account*. We are not responsible for any failure to enrol your *account* for *recurring charges* or if the *merchant* fails to charge your *account*. The paragraph above which deals with stopping *recurring charges* also applies if you or a *supplementary cardmember* use our enrolment services.

25. AUTHORISATION

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

25.2 Even though your *account* may not be in default, we may refuse any request for authorisation of a *transaction*, for example, due to technical difficulties, fraud, your inability to pay your *account* in full and on time and/or other related reasons. Where possible, we may provide you at your request, our reasons for any refusal for

authorisation. You may contact us on 01273 696933, or via our website, americanexpress.co.uk

- 25.3 In some cases, a *merchant* may authorise 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 authorise 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*.

26. 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.

27. REPLACEMENT CARDS

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. This agreement as amended or replaced continues to apply to any *replacement cards* we issue.

28. PRIVACY

- 28.1 We will disclose information about you, your application for the *card*, your *account* and *transactions* on your *account* (which may include details of goods and/or services purchased) to companies within the American Express group of companies worldwide (including other organisations who issue the *card*), to companies who distribute the *card*, to any other party whose name or logo appears on the *card* issued to you, to any party authorised by you, to our processors and suppliers and to organisations who accept the *card* in payment of goods and/or services purchased by you and obtain such information from those parties, and we will also use such information in order to administer and service your *account*, process and collect *transactions* on it, manage any benefits or insurance programmes in which you are enrolled, and reconcile payments due by us to the above companies, processes, suppliers and organisations arising as a result of the issue of the *card* to you and/or its use by you. Where you purchase goods and/or services on behalf of a third party, you confirm that you have obtained the consent of that third party to the disclosure of his or her information to American Express for these purposes.
- 28.2 We, other companies within the American Express groups of companies worldwide (including other organisations who issue the *card*), companies who distribute the *card* and other companies specifically selected by us will have access to and will use information about you and how you use your *account* to develop lists for use within the American Express group of companies worldwide (including other organisations who issue the *card*) and other select companies in order that we or these companies may develop or (unless you ask us not to) make offers to you (by mail, email, telephone, via the internet, or by SMS) of products and services in which you may be interested. The information used to develop these lists may be obtained from the application form and

process, from information on where you use and what *transactions* are on your *card*, from surveys and research (which may involve contacting you by mail, email, telephone, via the internet, or by SMS) and from information obtained from other external sources such as *merchants* or marketing organisations, to the greatest extent permitted by law.

- 28.3 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 any other party with a financial association with you for credit or other facilities and for preventing fraud and tracing debtors.
- 28.4 We will carry out credit checks whilst any money is owed by you on your *account* (including contacting your bank, building society or approved referee) and disclose information about you and your *account* to collection agencies and lawyers for the purpose of collecting debts on your *account*.
- 28.5 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*, authorise *transactions* on it and to prevent fraud. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.
- 28.6 We will check your details with fraud prevention agencies. If false or inaccurate information is provided and we suspect 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. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- 28.6.1 Checking details on applications for insurance, credit and credit related or other facilities;
 - 28.6.2 Managing credit, credit related accounts or facilities, and insurance policies;
 - 28.6.3 Recovering debt; or
 - 28.6.4 Checking details on applications, proposals and claims for all types of insurance.
 - 28.6.5 Checking details of job applicants and employees.
- 28.7 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- Please contact us at American Express Services Europe Ltd, New Accounts Dept (OCU), Department 149, Brighton BN88 1AH, if you want to receive details of the relevant UK fraud prevention and credit reference agencies.
- 28.8 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.

- 28.9 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.
- 28.10 We will link and/or consolidate information about you and your *account* information about other products and services you maintain with us and the American Express group of companies worldwide in order to manage, maintain and develop our overall relationship with you and to help us identify products and services in which you may be interested.
- 28.11 We will undertake all of the above both within and outside the United Kingdom and the European Union. This includes processing your information in the USA in which data protection laws are not as comprehensive as in the European Union. When you travel or make foreign purchases by mail, telephone, email or via the internet, American Express will also disclose to or access your information in other countries outside the European Union in which the data protection laws may not be as comprehensive as in the European Union. In these cases, American Express has taken appropriate steps to ensure the same level of protection for your information in the USA and other countries as there is in the European Union.
- 28.12 We will undertake all of the above in respect of any *supplementary cardmember* on your *account*. 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.
- 28.13 We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately and completely. 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.
- 28.14 If a *card* is issued to you, we will send you details of how we protect your information. You will also be given the opportunity to have your name and address removed from any marketing programmes. Please write to us at American Express Services Europe Limited, Department 68, Amex House, Edward Street, Brighton, East Sussex BN88 1AH, if you wish to opt out of marketing programmes.
- 28.15 We keep information about you only for so long as is appropriate for the above purposes or as required by law. If you ask, we will tell you what information we hold about you and provide it to you in accordance with applicable law. There may be a charge for this, as permitted by law. If you believe that any information that we hold about you is incorrect or incomplete, you should write without delay to American Express Services Europe Limited, Department 2007, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH. Any information which is found to be incorrect or incomplete will be corrected promptly.

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. Services and benefits may be changed or cancelled with or without notice. We are not responsible for any service or benefit not directly provided by us.
- 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.

31. CHANGES

- 31.1 We may change any provision of this agreement at any time, including interest rates, fees, commissions, how we apply payments and benefits and services associated with the *account* and changes affecting your payment obligations. We will inform you of most variations in writing at least 30 days in advance of any changes to the terms unless the change is to your advantage in which case we will inform you within 30 days of the change. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this agreement, you can end this agreement immediately and at no cost before the date on which the changes will take effect, by destroying or returning to us all *cards* issued on your *account* and requesting closure of your *account*.

Changes to interest rates can be made within 7 days of notice to you. Continued use of your *account* will be deemed acceptance by you and any *supplementary cardmembers* of the changes.

- 31.2 A change, including an interest rate change, may be made for any valid reason including the following:
- 31.2.1 by agreement with you;
 - 31.2.2 to reflect a change in your financial circumstances or your credit profile, as reasonably determined by us;
 - 31.2.3 to reflect the introduction or development of new systems, methods of operation, services or facilities;
 - 31.2.4 to reflect a change or an expected change in market conditions, general industry practice or the cost of providing our services to our customers;
 - 31.2.5 to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;
 - 31.2.6 to ensure that our business is run prudently and remains competitive;
 - 31.2.7 to take account of a ruling by a court, ombudsman, regulator or similar body;
 - 31.2.8 to make the terms and conditions fairer or clearer for you;
 - 31.2.9 to enable us to harmonise our interest or charging arrangements; or
 - 31.2.10 to rectify any mistake that might be discovered in due course.
- 31.3 If we have made a major change or a lot of minor changes in any one year, we may give 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 at any time to an American Express affiliate or to a third party and you consent to this without us having to notify you.
- 32.2 If we do so, or intend to do so, you and any *supplementary cardmembers* agree that we can give information about you and any *supplementary cardmembers* and your *account* to the third party or related party. Your statutory rights will not be affected.

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* for security reasons, if we suspect unauthorised 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.

- 34.2 This agreement will continue if we take either of these actions and you will still be responsible for all *charges* on your *account*.
- 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 clause for stopping you or any *supplementary cardmember* from using the *card* no longer apply and this has been brought to our attention by you. You may contact us on 01273 696933 or via our website, americanexpress.co.uk

35. 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 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.

36. CLOSING YOUR ACCOUNT

- 36.1 You may end this agreement at any time by paying off all amounts owing on your *account*, destroying or returning to us all *cards* issued on your *account*, stopping use of your *account* and requesting the closure of your *account*.
- 36.2 We will only close your *account* when you have paid off all amounts you owe us. Any annual fee paid in respect 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*. You can cancel a *card* issued to a *supplementary cardmember* by informing us in writing.
- 36.3 We can end this agreement or cancel any or all *cards* or reduce your *credit limit* immediately if you are in default or at any time but unless there are exceptional circumstances, we will give you 30 days notice. If we take such action, you will still be obligated to pay all amounts owing on your *account*.
- 36.4 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 the minimum payment. We will only close your *account* when you have paid off all amounts you owe us.

- 36.5 If your *card* is cancelled for any reason, all other *cards* issued on your *account* will be cancelled at the same time.
- 36.6 You will continue to be responsible for all *transactions* made using your *account*, including *recurring charges* until your *account* is no longer used and any *recurring charges* are stopped.

37 REWARDS POINTS

37.1 You will earn rewards points for *transactions* (other than *cash advances*) charged and billed to your *account* at the following rates:

- 1 point for virtually every full £1 spent per *transaction*.
- You can also earn points in addition to this for certain *transactions* at the rate of 1 point for virtually every full £1 spent per *transaction* at major department stores in the United Kingdom and 2 points for virtually every full £1 spent per *transaction* at major supermarkets in the United Kingdom excluding all petrol station and franchise store *transactions*, up to a maximum of 1000 points per calendar month.

37.2 Rewards points will not accrue in respect of;

- Any interest, fees, *cash advances*, *balance transfers*, American Express travellers cheque purchases, or foreign exchange *transactions*.
- Any spending which, in any one month, exceeds your *credit limit*.
- Any amounts that are subsequently re-credited to your *account* because of refunds.
- Any month in which the minimum payment amount shown on your *statement* is not paid by the next *statement* date.

37.3 Rewards points earned within a 12 month period from your anniversary date and every 12 months thereafter will be forfeited if the total earned for that period is less than 5,000 points.

37.4 Rewards points can be redeemed for reward vouchers with selected partners. Minimum redemption is 5,000 points for a £25 reward voucher. Redemptions are in increments of 5,000 points.

Subject to the following:

37.4.1 Your rewards points balance will be forfeited any month which the minimum payment amount shown on your *statement* is not paid by the next *statement* date and remains unpaid at the following *statement* date.

37.4.2 All points accrued on the *account* and not redeemed at the date of cancellation will be forfeited.

- 37.5 Rewards points are non transferable, are not refundable, exchangeable or replaceable.
- 37.6 All reward vouchers are subject to availability. *Merchants* participating in the Programme and specific rewards are subject to change. Some rewards vouchers have limited availability.
- 37.7 By redeeming reward vouchers, you release us from any or all liability regarding the redemption or use of rewards vouchers. We and participating *merchants* are not responsible for replacing lost, stolen, or mutilated certificates or tickets.

38. COMMUNICATING WITH YOU

- 38.1 *Statements*, notices which includes changes to this agreement, disclosures and other communications (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 and any *supplementary cardmembers* agree 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. If you enrol in an electronic *statement* service, you and any *supplementary cardmembers* agree that we may send the *statement* and any other *communication* (including changes to this agreement) by any lawfully permitted electronic manner, including e-mail, 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 *statements* and other *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 e-mail 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 e-mail 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 support 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* and settle the dispute directly with the *merchant*.

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 If you are unable to resolve your complaint with us and have received a final response from us confirming this, you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

42. ASSIGNMENT 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*.

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 and 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 laws of England and the courts of England shall have jurisdiction over all parties to the agreement.

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 We are not responsible or liable to you or any *supplementary cardmember* for:

46.1.1 any delay or failure by a *merchant* to accept the *card*;

46.1.2 goods and services you charge to your *account*, including any dispute with a *merchant* about goods and services charged to your *account*;

46.1.3 any costs, damages or expenses arising out of our failure to carry out our obligations under this agreement if that failure is caused by a third party or because of a systems failure, data processing failure, industrial dispute or other action outside our control; and

46.1.4 loss of profits or any incidental, indirect, consequential, punitive or special damages regardless of how they arise.

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*.