

# American Express® International Currency Card

## Charge Card Agreement

The parties to this agreement are us, American Express Services Europe Limited and you, the cardmember who signs the agreement.

### PART 1 OF YOUR AGREEMENT

#### 1. Contact details

Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX

##### US Dollar and Euro cards:

Telephone number: +44 (0) 1273 868 900

Website: americanexpress.com/icc

##### Sterling cards:

Telephone number: +44 (0) 1273 620 555 or 0800 917 8047

Website: americanexpress.co.uk

If you register for an online account, you can also contact us using the online account centre. Visit our website to access or register for your online account.

#### 2. Fees, charges and other costs

##### 2.1 Fees and charges

	US Dollar Cards	Euro Cards	Sterling Cards
<b>Cardmembership</b> You can choose to apply for a card with certain card benefits. Or you can opt for a card without those card benefits (called a Basic Card). For more information, please see "Card benefits" in Part 2 of this agreement	Basic Card: \$0	Basic Card: €0	Basic Card: £0
<b>Late payment</b> - if you're late in paying off the full amount you owe each month	2% and US\$25	2% and €25	£12
<b>Returned payment</b> - if we have to return a payment you've made because it's recalled by the bank that sent it	US\$15	€15	£12
<b>Copy Statements</b>	US\$4	€3	£2
<b>Foreign transaction</b> - on the amount after we've converted a transaction into the currency of your card	3% of the converted US Dollars amount	2.7% of the converted Euro amount	2.99% of the converted Pounds Sterling amount
<b>Annual government stamp duty charge</b> - if you're resident in the Republic of Ireland. (Please note that this is subject to change by that government). Rates are calculated by us using an exchange rate prior to the date of payment	Equivalent value of €30 in US Dollars	€30	Equivalent value of €30 in Pounds Sterling
<b>Collection costs</b> - for collecting amounts you owe us	Our reasonable costs, including legal fees.		

If a cardmembership fee applies, we'll charge it for each membership year (consecutive periods of 12 months beginning on the date your account is opened) beginning on the first statement date and then annually.

If a supplementary cardmembership fee applies, we'll charge it for each membership year beginning on the date the supplementary cardmember is added to the account and then annually.

#### 3. How much can you spend?

<b>Is there a limit on how much you can spend?</b>	We don't usually limit how much you can spend on your account but, from time to time, we may set a spending limit which could be temporary or permanent. We'll tell you if we do this. Any limit also includes spending by a supplementary cardmember. We may set and vary limits and restrictions on certain uses of the card or certain transactions. For example, contactless purchases may be subject to maximum amounts. You can find out if there are such limits by calling us.
<b>Keeping within any spending limit</b>	If we apply a spending limit to your account, you must not go over this limit. If we allow a transaction that takes you over your limit, if we ask you, you must pay enough into the account to bring it back within the limit immediately.

#### 4. How are repayments to be made?

<b>How much and when you must pay</b>	You must repay the full amount you owe as shown on your statement each month by the payment due date. We'll treat any credits or refunds to your account as payments made by you.
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#### 5. Can this agreement be changed?

<b>When we make changes</b>	As this agreement is not for a fixed period, we're likely to need to make changes to fees and other terms and the services we provide for reasons we can't predict when the agreement was made. We've set out some specific reasons for making changes to the agreement but if any of these don't apply we may still make a change as long as we: <ul style="list-style-type: none"> <li>• tell you in advance about the change; and</li> <li>• make clear that you can end the agreement without charge if you don't want to accept the change.</li> </ul>
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<b>Our main reasons for changes</b>	<p>We can change the agreement, including by changing or introducing fees for any of the following reasons:</p> <ul style="list-style-type: none"> <li>• where the costs to us of providing your account change or we have a good reason to expect that they will change (this could include where there's a change in how much it costs us to borrow funds to lend you);</li> <li>• where we're changing the way you can use the account;</li> <li>• where we're changing the card benefits offered with your account;</li> <li>• where the change is either good for you (including where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral;</li> <li>• to reflect changes or developments in the technology or systems which we use;</li> <li>• where we're making the change to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent); or</li> <li>• where we have a good reason to think that a change in your circumstances means that the risk that you might not be able to repay us has increased.</li> </ul>
<b>Telling you about changes</b>	<p>We'll give you at least two months' notice of the change and give you details of when the change will take effect. If you don't want to accept any change, then you can always end this agreement by paying off all the amounts you owe us and telling us to close your account (see 'Ending your agreement' in Part 2). If you don't do this, we'll assume you've accepted the change.</p>
<b>Ending card benefits</b>	<p>If card benefits are offered with your card you may tell us at any time that you no longer wish to maintain those card benefits, in which case you may be entitled to a Basic Card with no card benefits. We'll also refund your cardmembership fee on a pro rata basis.</p>
<b>Switching you to a different type of card</b>	<p>You can tell us at any time that you want to have a different tier of card. If you do, we may offer you an alternative type of card.</p> <p>We may change the tier of card we issue you with to another card subject to you entering into a new agreement if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current card or that you now qualify for a different card. We'll always give you notice if we do this and we'll tell you if there are any changes to your agreement as a result.</p> <p>If you change to a different tier of card, unless we tell you otherwise, we'll reset the start of any cardmembership year to the date of the new agreement. We'll refund any cardmembership fee applicable to your previous type of card on a pro rata basis.</p>
<p><b>Your Right to Cancel</b></p> <p>You can cancel this agreement, without giving a reason, within 14 days starting on the day you or the bank receives your card. You can cancel by contacting us using the contact details on our website or on the back of your card.</p> <p>If you cancel, you must repay everything you owe us (except any cardmembership fee, cardmembership joining fee or supplementary cardmembership fees). You can ask for a copy of this agreement free of charge at any time.</p>	

## PART 2 OF YOUR AGREEMENT

<b>How Your American Express Account Works</b>	
<b>Using the card</b>	<p>You may use the card for purchases up to any applicable spending limit.</p>
<b>Using a third party provider (TPP)</b>	<p>A TPP is a third party service provider that's authorised by or registered with the Financial Conduct Authority or another European Economic Area (EEA) regulator or otherwise permitted by law to access your account information.</p> <p>You can choose to authorise TPPs to provide services to you by accessing your account. If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to the same account information that you'd be able to access if you were dealing with us online.</p> <p>We may also refuse to allow a TPP to access your account if we're concerned about unauthorised or fraudulent access by that TPP. If we do, we'll tell you why in the way we think most appropriate (unless doing so would compromise our reasonable security measures or otherwise be unlawful).</p>
<b>How you can authorise and cancel transactions</b>	<p>To authorise a transaction you can present a card or provide your account details and, if required, use your security details (such as a PIN, passcode, personal identifiers, biometric data or other details).</p> <p>You may authorise a third party nominee (including a bank or other corporate entity) to service certain elements of your account (as set out in the application form). You must give us details of this person and we must agree to them before they can be used. You agree that we can accept instructions on and payments for your account from such nominee until you tell us otherwise. You will be bound by any such instructions or payments and remain responsible at all times for your obligations under this agreement. If your nominee fails to act on your instructions and you are then in breach of this agreement, that is your responsibility.</p> <p>You agree that any notice or communication under this agreement which is sent to your nominee will be deemed sent to you. We may still send you any notices or information and communicate directly with you under this agreement. We may for any reason refuse to deal with your nominee and deal directly with you.</p> <p>You authorise us to pay any and all annual or other government duties payable as a result of you holding your account or having a card, as they become due from your account. You are liable to pay us the amount of such charges as if they were a transaction on your account.</p> <p>We may deactivate contactless payments at any time.</p> <p>You can't cancel purchases you make with a card but you can cancel other transactions that you've asked us to make in the future or regular payments (such as annual membership fees) if you ask us before the end of the business day before they are due to be made.</p>
<b>When we can refuse to make a transaction</b>	<p>We may refuse to authorise a transaction if:</p> <ul style="list-style-type: none"> <li>• we have reasonable grounds to suspect unauthorised or improper use or fraud;</li> <li>• we reasonably consider that acting on your instructions might lead to: <ul style="list-style-type: none"> <li>• a breach of law, regulation, code or other obligation; or</li> <li>• action from a government, law enforcement agency or regulator;</li> </ul> </li> <li>• we're legally required to;</li> <li>• use of the card would be prohibited; or</li> <li>• the transaction would exceed a transaction limit of some sort or take your account over your spending limit.</li> </ul> <p>You may not use your account for illegal activities or in a manner which disguises the true nature of the transaction, for example, by obtaining cash through a transaction which you know will be treated as a purchase of goods and services, or by using your card at a merchant you own or control.</p> <p>If we do refuse a transaction, you'll normally be told at the point of sale. In all cases, you can find out about transactions we've refused, including the reasons why or any limits we may have put on your card, by calling us. We'll let you know this information unless the law or any regulation prevents us from doing so or for fraud prevention or security reasons.</p> <p>If we don't authorise a transaction or a retailer doesn't accept the card we're not responsible for any loss.</p>

<p><b>Transactions you haven't authorised</b></p>	<p>You're not responsible for any transactions:</p> <ul style="list-style-type: none"> <li>made using the actual card before you receive it (for example, if your card is stolen in the post);</li> <li>where we haven't told you how you can contact us to notify us that your card or security details have been lost, stolen or compromised;</li> <li>if we fail to apply procedures that we're legally required to use to check that a payment has been authorised by you or a supplementary cardmember;</li> <li>not authorised by you or a supplementary cardmember or any person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card;</li> <li>made by a person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card after you tell us you suspect your account is being misused.</li> </ul> <p>You're responsible if you or a supplementary cardmember:</p> <ul style="list-style-type: none"> <li>use your account or card fraudulently;</li> <li>have been grossly negligent (in these cases, you'll be responsible for all payments from your account until you've told us that your card or security details have been lost, stolen or compromised, or you suspect misuse);</li> <li>allowed someone else to use your account or card, including if someone else is allowed to access a mobile phone or other device on which your card has been registered (for example, by giving them your passcode or by letting them register their fingerprint on it) but you won't be responsible for any transactions made by a person you or a supplementary cardmember allowed to use your account or card after you tell us you suspect your account is being misused.</li> </ul> <p>If there are errors in a transaction and this is our fault, we'll give you a refund. We may then resubmit the correct transaction.</p> <p>You must contact us as soon as you notice an unauthorised transaction has been made from your account. We'll refund the amount of the unauthorised payment as soon as we reasonably can, and, in any event, before the end of the working day after you tell us. Once we've completed our investigations, if we find you weren't entitled to a refund, we'll adjust your account accordingly.</p>
<p><b>Transactions for unexpected amounts</b></p>	<p>If you make a purchase within the European Economic Area and, at the time that you authorised it, you didn't know exactly how much you were going to be charged (for example, at a hotel check-in) you can request a refund from us if the amount charged is more than you reasonably expect and you ask for the refund within 8 weeks from the date of the statement on which the purchase appears.</p> <p>You'll need to provide us with all the information we reasonably ask for and we may provide this information (including personal information) to third parties investigating your claim. We'll conclude our investigation within 10 business days of us receiving all required information and either make the refund or tell you why we've refused your claim.</p> <p>You're not entitled to a refund if you or a supplementary cardmember gave consent for a transaction directly to us and, at least four weeks before the transaction was made, you were given information about the transaction (or it was made available to you) by us or the retailer. For example, at the time you placed an order, the exact amount was unknown but was later confirmed to you at least four weeks before your card was charged.</p>
<p><b>Theft, loss or misuse of the card or account</b></p>	<p>You or a supplementary cardmember must:</p> <ul style="list-style-type: none"> <li>sign the card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable);</li> <li>not let others use the account or card and regularly check you still have the card;</li> <li>not give the card or card number to anyone else other than us, or for the purpose of making a transaction and not share your security details with anyone else (other than us or a TPP if it's necessary to do so);</li> <li>choose a PIN or passcode that is not easy to guess.</li> </ul> <p>If you or a supplementary cardmember, register a card for use on a mobile phone or other device, you or the supplementary cardmember, must:</p> <ul style="list-style-type: none"> <li>keep it and your security details safe and secure at all times, in the same way you would your card or PIN;</li> <li>always use the lock feature on the phone or other device, where applicable;</li> <li>never share your security details or allow another person to have access to the device in a way which allows them to make transactions using the card registered on the device.</li> </ul> <p>You or a supplementary cardmember must tell us straight away if you suspect:</p> <ul style="list-style-type: none"> <li>a card has been lost or stolen or not received;</li> <li>a mobile phone or other device to which a card has been registered has been lost, stolen or compromised;</li> <li>someone else knows a PIN or other security details; or</li> <li>the account or a card is being misused or used without authorisation, or a transaction on the account has not been authorised or has been processed incorrectly.</li> </ul> <p>Our contact details are at the beginning of this agreement.</p> <p>If the use of a card is stopped for any reason, the use of all other cards issued on your account may also be stopped at the same time.</p> <p>If you register for online account services, you must keep your security details (such as your username, password or other details) and also your mobile phone or other device safe and secure.</p>
<p><b>How to pay</b></p>	<p>You must make payments to us by any method set out on your statement or any method we otherwise tell you.</p> <p>If you hold a US Dollar card you must pay us in US Dollars, if you hold a Euro card you must pay us in Euros and if you hold a Sterling card, you must pay us in Pounds Sterling. If you pay in another currency to the one stated above, we may refuse to accept the payment. If we do accept it, we will change it into the correct currency at the standard rate we set on the date we receive the payment unless the law requires us to use a particular rate. In this case, or if you pay using a cheque drawn on a bank account outside of the UK, there may be a delay before the payment is credited to your Account. We may impose additional charges for converting payments including any currency conversion cost incurred by us.</p> <p>You must make a separate payment for each account you hold with us. If you send payments together and don't clearly designate the account to be paid, we may apply payments to any account.</p> <p>We'll apply any payment to your account on the day we receive it, as long as this is within our business hours. We'll apply any payment we receive after that time on the next business day.</p>
<p><b>How we apply payments</b></p>	<p>We'll normally apply payments to your account in the following order:</p> <ul style="list-style-type: none"> <li>any cardmembership fees and any supplementary cardmembership fees;</li> <li>service charges (for example, statement copy fees) and any cardmembership joining fee (if applicable);</li> <li>late payment fees;</li> <li>other fees charged by us that appear as a separate item on your monthly statement, for example, returned payment fees;</li> <li>collection charges;</li> <li>transactions that have appeared on a monthly statement; and</li> <li>transactions that have not yet appeared on your monthly statement.</li> </ul>

<b>Missing payments</b>	<p>Missing payments can have serious consequences. It could mean:</p> <ul style="list-style-type: none"> <li>• you have to pay additional charges or costs;</li> <li>• in the UK your credit rating may be affected, making it more difficult or expensive to obtain credit; and</li> <li>• legal action (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property) or bankruptcy proceedings may be taken against you to recover any debt owed under this agreement.</li> </ul>
<b>Payments into your account by mistake</b>	<p>If we make a payment into your account by mistake or as a result of a systems error, we'll automatically take the amount out of your account.</p> <p>If we're told that a payment from within the European Economic Area (EEA) was made into your account as a result of someone else's mistake (for example, if the payer gave the wrong account number or reference), but, when we contact you, you tell us the payment was intended for you, we're legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.</p>
<b>Supplementary Cardmembers</b>	<p>Unless you have a Basic Card, at your request, we may issue cards on your account to supplementary cardmembers. You must make sure that supplementary cardmembers keep to this agreement.</p> <p>You're responsible for all use of your account by supplementary cardmembers and anyone they allow to use your account. This means you must repay all transactions they make.</p> <p>If you want to cancel a supplementary cardmember's right to use your account you must tell us.</p>
<b>Converting Transactions made in a foreign currency</b>	<p>If we receive a transaction or refund for processing in a currency other than that of your card, we'll convert it into the currency of your card on the date it's processed (which may be different to the date of the transaction or refund). This means that the exchange rate used may differ from the rate that applied on the date of your transaction or refund. Exchange rate fluctuations can be significant.</p> <p>If your card is a Euro card or a Pounds Sterling card and the foreign transaction is not in US Dollars then the transaction will be first be converted to US Dollars and then into the currency of your card, but we'll only charge one foreign transaction fee.</p> <p>The exchange rate we use will be:</p> <ul style="list-style-type: none"> <li>• the rate required by law or customarily used in the territory where the transaction or refund is made, or where this doesn't apply;</li> <li>• based on interbank rates selected from customary industry sources on the business day prior to the processing date. We call this conversion rate the 'American Express Exchange Rate'.</li> </ul> <p>You can find our rates via the online account centre for Pounds Sterling cards or, for others, by calling us.</p> <p>When you make a transaction in a foreign currency, you may be given the option of allowing a third party (for example, the retailer) to convert your transaction into the currency of your card before submitting it to us. If you decide to do this, the exchange rate and any commission or charge will be set by the third party and may include a commission or charge. As we'll receive a transaction converted by a third party in the currency of your card, we won't apply a foreign transaction fee.</p>
<b>Statements and legal notices</b>	<p>We'll send statements to you by your chosen method at least once a month if there has been any account activity and otherwise once every 12 months. This may include sending statements to your bank if you have instructed us to do so. This could be by post, by posting them in the online account centre or by making them available to you in any other lawfully permitted manner.</p> <p>We may send you notices (including any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you) on or together with your statements.</p> <p>In addition to payment information, each statement will show all transactions and amounts charged to your account in the statement period and the total account balance.</p> <p>Always check each statement and contact us as soon as possible if you need more information about anything.</p> <p>If you receive statements online, you should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail.</p> <p>If you receive statements by post, we'll send statements (and any notices we're required by law to provide) by post, addressed to you, at the latest billing address on our records.</p>
<b>Contacting you</b>	<p>We may send you important messages and other communications (including alerts) about your account, card or card benefits in line with your preferences. This could be by email or SMS, on your statements or by posting them in the online account centre, if applicable, for example, we may send you an alert to confirm that you've updated your contact information.</p> <p>There are some messages we need to send you (such as statements of your account or security alerts), but you can opt out of receiving other alerts or communications (such as marketing) by contacting us using the online account centre, if applicable, or by calling us.</p> <p>If we need to contact you about any actual or suspected fraud or security threats, we'll do this using the fastest and most secure way of contacting you (for example, we may try to send you a text message rather than calling you).</p>
<b>Changing your contact details</b>	<p>We'll use your most recent contact details to contact you. You must notify us immediately if you change the mailing address or email address we send statements or notices to.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect. If we've been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.</p> <p>Any legal notices will be posted to the online account centre (if applicable) or sent to your last known mailing address or email address.</p>
<b>Suspending your account</b>	<p>We may suspend your account or any feature on your account if:</p> <ul style="list-style-type: none"> <li>• you tell us to close your account;</li> <li>• we consider it necessary for the security of the account;</li> <li>• you're in breach of the agreement;</li> <li>• we suspect unauthorised, improper and/or fraudulent use; and</li> <li>• we reasonably think there's a significantly increased risk that you'll not be able to repay us.</li> </ul> <p>We'll normally notify you beforehand or immediately afterwards and may provide you with the reasons.</p> <p>If your account is suspended, you (and any supplementary cardmember) must:</p> <ul style="list-style-type: none"> <li>• not use the card;</li> <li>• inform retailers not to seek to take any further payments from your account; and</li> <li>• still pay the total account balance.</li> </ul> <p>We'll allow you to use the account, if the reasons we suspended your account in the first place no longer apply. You can tell us this is the case and request reinstatement by calling us.</p>

<p><b>Ending your agreement</b></p>	<p>This agreement is open ended and has no fixed duration. You and we can end it without giving any reason. You can do this at any time by contacting us (our contact details are at the beginning of this agreement) to tell us to close your account and by paying off all the amounts you owe.</p> <p>We can do this by giving you at least two months' written notice, but we may end this agreement immediately if:</p> <ul style="list-style-type: none"> <li>• you repeatedly fail to pay the total account balance or go over any spending limit;</li> <li>• you seriously or persistently breach this agreement;</li> <li>• you give us false or misleading information;</li> <li>• steps are taken to make you bankrupt or to make you the subject of any form of debt relief process;</li> <li>• you breach another agreement you have with us or another of our group companies;</li> <li>• we reasonably consider that by continuing the agreement we might: <ul style="list-style-type: none"> <li>• breach a law, regulation, code or other obligation; or</li> <li>• face action from a government, law enforcement agency or regulator;</li> </ul> </li> <li>• you become incapacitated or die;</li> <li>• you behave in an abusive or threatening way to our staff; or</li> <li>• we have reasonable grounds to believe you're unable or unwilling to pay your debts when due.</li> </ul> <p>In any of these circumstances, we may close your account and require you to repay immediately all amounts you owe us under this agreement in full.</p> <p>If you're having or may have difficulty making payments, please call us as soon as you can. We'll always follow any legal requirements to provide you with notices before we end the agreement.</p> <p>The agreement will only come to an end once you've paid off all amounts you owe us. Until then:</p> <ul style="list-style-type: none"> <li>• all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement);</li> <li>• you (and any supplementary cardmember) will have no rights under it to use the account or the card to make transactions; and</li> <li>• your card benefits will stop.</li> </ul> <p>You must destroy all cards when the agreement ends.</p> <p>If you pay a cardmembership fee or supplementary cardmembership fee annually, we'll refund any cardmembership fee you've paid for the period following the end of the agreement.</p>
<p><b>Card benefits</b></p>	<p>You may choose to apply for a card with additional services and benefits (known as card benefits), such as rewards points or insurances. Where you have such a card, you will be charged a cardmembership fee and if applicable, a cardmembership joining fee. You can find our cardmembership fees, cardmembership joining fees (if applicable) and supplementary cardmembership fees in the fee schedule on the card carrier and at <a href="http://americanexpress.com/icc/fee-schedule-2018">americanexpress.com/icc/fee-schedule-2018</a>.</p> <p>Where there are card benefits on your card, they will be subject to separate terms and conditions and we'll communicate separately with you in relation to those card benefits.</p> <p>Alternatively, you may choose to apply for a Basic Card without card benefits. There is no cardmembership fee or cardmembership joining fee for a Basic Card.</p>
<p><b>Set off</b></p>	<p>We may, at any time, without notice or demand, set off against any credit on your account any amount you owe us on any other account you have with us (in whatever currency), until everything you owe us has been fully repaid.</p>
<p><b>Complaints about us</b></p>	<p>If you have a complaint about your account or the service you've received, please contact: Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4567 or 0300 123 9123 or sending an email to <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>. You can find out more about the Financial Ombudsman service on their website at <a href="http://financial-ombudsman.org.uk">financial-ombudsman.org.uk</a>.</p> <p>You can also make a complaint via the following website: <a href="https://webgate.ec.europa.eu/odr">https://webgate.ec.europa.eu/odr</a>.</p>
<p><b>How we're regulated</b></p>	<p>We are authorised and regulated by the Financial Conduct Authority under registration number 661836. The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.</p>
<p><b>Claims against retailers or other third parties</b></p>	<p>If you dispute a purchase transaction with a retailer or other third party, we may credit the account for all or part of the disputed transaction. If we do so, whether we were legally required to make the refund or not, you and any supplementary cardmembers agree that you're automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the retailer or other third party.</p> <p>You agree that you won't pursue any claim against the retailer or other third party for the credited amount, and you must cooperate with us if we decide to do so. Where necessary to pursue a claim, we may need to use your personal information (including disclosing it to the retailer or other third party) to do so but we will notify you of such use where this is the case.</p>
<p><b>How we use your information</b></p>	<p>For the purposes of the Payment Services Regulations 2017, you explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by telling us to close your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.</p>
<p><b>Assigning the agreement</b></p>	<p>We may sell, transfer or assign this agreement and your account. We may do so at any time without notifying you, unless we're required to notify you by law. You may not sell, assign or transfer your account or any of your obligations under this agreement.</p>
<p><b>Waiver of rights</b></p>	<p>We may choose to delay enforcing or to not exercise rights under this agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>
<p><b>Language and governing law</b></p>	<p>This agreement and all communications between us concerning this agreement shall be in English.</p> <p>This agreement and dealings between us before you enter into the agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>
<p><b>Taxes and duties</b></p>	<p>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.</p>
<p><b>Limitations on our liability</b></p>	<p>If we break this agreement, we won't be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would've been unavoidable despite all reasonable efforts to prevent the event happening.</p>

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and is authorised and regulated by the Financial Conduct Authority. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.



# American Express® Card Benefits

## Membership Rewards® Terms and Conditions for Customers holding a Euro or Dollar International Currency Card product

### What is this document?

These Terms and Conditions govern the Membership Rewards programme (**Programme**) associated with your card account (**Card Account**). When you sign the agreement for your Card Account, you agree to be bound by these Terms and Conditions. These Terms and Conditions will be effective when we accept your Card Account application. If you hold a Business Card you can be enrolled in the Programme unless your employer has decided not to participate.

## ENROLMENT AND FEES

If you have a Business Card or you have a Green Charge Card, you may enrol in the Programme free of charge for your first year after you open your Card Account. For each year that you wish to participate in the Programme after that, you will be charged an annual fee of US\$/€36 including VAT. This will be applied to your Card Account as a purchase transaction on the first day of the month during which you initially enrolled in the Programme. You may also end these Terms and Conditions and exit the Programme at any time. Please see the **What happens if you end your Card Account?** section below in relation to what happens to your points when you exit the Programme.

## ABOUT EARNING POINTS

### How you earn Points

You earn **1 Point** for each US\$/€ of eligible spend on your Card Account. The number of Points per US\$/€ is referred to as your **Earn Rate** and will be shown on your Card Account statement. From time to time, we may permit you to earn more Points per eligible US\$/€ for certain purchases with particular retailers and we may contact you about this to ensure that you can benefit from the Programme (as explained in the 'About additional benefits and other products' section of the agreement for your Card Account).

We will maintain a **Points Account** for you. Points are earned on every full eligible US\$/€ spent in each purchase and will be added to your Points Account. We will tell you the balance in your Points Account on your Card Account statement.

The value of each purchase will be rounded down to the nearest US\$/€ before Points are calculated.

Supplementary Cards issued on your Card Account will also earn Points.

### Linked Cards

If you have more than one Card (as the main Cardholder) enrolled in the Programme, you can ask that they are 'linked' in order that Points earned on all your Cards will go into the same Points Account (**Linked Cards**) provided that they are billed in the same currency and are all enrolled in the Programme.

We reserve the right to de-link your Cards at any time and we will tell you before we do.

Points earned on your Business Card shall accrue into your own Points Account and not into any account of your employer.

### Which Card Account balances do not earn Points?

No Points will be earned on:

- interest, fees, balance transfers, cash advances (including transactions treated as cash), loading of pre paid cards, American Express Travellers Cheque purchases or foreign exchange transactions; and
- any amounts that are subsequently re-credited to your Card Account by way of refunds.

## ABOUT REDEEMING POINTS

### How do you redeem Points?

The rewards and ways to use your Points are subject to change. Those available to you at any time will be shown on our website at [www.americanexpress.com/eurodollarrewards](http://www.americanexpress.com/eurodollarrewards). We may contact you with other offers from time to time.

You can also call Customer Services using the number on the back of your Card. Supplementary Cardholders will not be able to redeem Points on your behalf.

Below we set out the different types of ways that you can generally redeem your Points.

In order to redeem Points, please visit our website or call Customer Services. You will be unable to redeem Points for as long as you are 90 days or more late in making payment on your Card Account. Once your Card Account is up to date and provided it has not been cancelled, you will be able to redeem Points again.

Once you have asked us to redeem your Points this is non reversible.

Points are not redeemable for cash or a credit to your Card Account, except as set out in these Terms and Conditions.

There may be some addresses to which certain rewards may not be able to be shipped.

### Servicing Bank

If you have told us that a Bank will be servicing or managing your Card Account (on your behalf) (Bank), you agree that we can accept instructions from your Bank in relation to your participation in the Programme and that you will be bound by such instructions. This does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardholder, even though your Bank may do certain things on your behalf.

We are still allowed to contact you directly if necessary including where the Bank is unable to manage your Card Account.

When we need to send you a notice or other communication, you agree that we will send this to your Bank if you have asked us to, and this will satisfy our obligation to send the notice or other communication to you.

We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Bank or contact you directly to confirm the instructions we have received.

You may withdraw your consent allowing the Bank to manage your Card Account in accordance with the Card Account agreement. If you do so, the Bank will no longer manage your participation in the Programme.

Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Bank. You can find further information about this in the "your personal information" section in your Card Account agreement.

### Third Party Nominee

Unless we tell you otherwise, we will accept a person authorised by you as your Third Party Nominee (a person (including an attorney) whom you have told us is authorised by you to service your participation in the Programme on your behalf (to the extent set out in your Card Account application form or other document approved by us) and whom we have accepted to do so). This does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardholder, even though the Third Party Nominee may do certain things on your behalf.

We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Third Party Nominee or contact you directly to confirm the instructions we have received.

You may withdraw your consent allowing the Third Party Nominee to service your participation in the Programme at any time by contacting us using the details at [www.americanexpress.com/eurodollar](http://www.americanexpress.com/eurodollar) or the number shown on the back of the Card issued with your Card Account. We will assume that a Third Party Nominee is authorised by you until you withdraw your consent.

Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Third Party Nominee. You can find further information about this in the "your personal information" section in your Card Account agreement.

### Redeeming Points for goods, gift cards, transfer partners and donations to charities

You can redeem Points for goods, gift cards, transfer partners (hotels & airlines) and donations to charities we make available to you through the Programme.

You should check the Terms and Conditions that are given to you with these rewards for important conditions such as expiry dates and any refund policies.

### Transferring Points to Point Transfer Programmes

You can opt for some or all of your Points to be added to a separate account with a specific airline or hotel (called a **Point Transfer Programme**). You can ask us to transfer Points to your Point Transfer Programme on our website or by contacting Customer Services.

To be able to do this, you must first link your Points Account to the Point Transfer Programme account in your name. We will tell you how to do this when you contact us.

Visit our website at [www.americanexpress.com/eurodollarrewards](http://www.americanexpress.com/eurodollarrewards) for more information on transferring Points to Point Transfer Programmes.

### Travel bookings

You can redeem Points for travel booked through American Express Travel Services.

## OTHER IMPORTANT INFORMATION

If you redeem Points for travel, you are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.

Please note, the travel insurance benefits that you may have as part of your Card benefits may not cover the travel booked with Points. Please see the Terms and Conditions of any Card travel insurance benefits for full details.

### Concierge bookings

You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.

## WHEN YOU MIGHT LOSE POINTS YOU HAVE EARNED

### Losing your Points

If you are 90 days late in making your payment on your Card Account, your Card Account may be cancelled by us. If we cancel your Card Account, the Points you have earned will be forfeited and taken away from the balance of your Points Account (this will result in a zero Points balance).

You will start earning Points again from each statement date but they will continue to be forfeited whenever the relevant monthly payment is not made.

### What happens if you end your Card Account?

If you end your Card Account and there are no other Linked Cards on your Points Account or if you hold a Business Card and your employer requests that your participation in the Programme is cancelled, or if you end these Terms and Conditions, you will have 90 days from the date you request this to redeem your Points. Unless you hold a Business Card, you can also transfer them to another Points Account, including transferring to a Points Account held by someone else (for a fee that we will inform you of at the time). If you do not transfer or redeem your Points within 90 days, they will be forfeited.

If you end your Card Account and leave at least one other Linked Card in the Programme open, you will continue to earn Points in your Points Account with those Linked Cards.

### What happens if we cancel or end your Card Account?

If we cancel or end your Card Account in accordance with the Card Account agreement, you will lose the Points that you have earned but not yet redeemed, unless you have another Linked Card in the Programme.

### Changes to these Terms and Conditions

We may change these Terms and Conditions, including the Earn Rate, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. We will give you at least 30 days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner. We will give you notice by statement message, post, email or other form of electronic communication.

### Ending these Terms and Conditions

We may end these Terms and Conditions if we cancel or end your Card Account in accordance with the Card Account agreement.

We may also end these Terms and Conditions by giving you at least 30 days' notice without any explanation being required, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. This could include changing your Card Account to a different product in accordance with the Card Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that cover different benefits.

### Claims against rewards providers

We are not liable for claims regarding any failure or breach with respect to goods and services provided as rewards by third parties. Third party rewards may also be subject to separate Terms and Conditions.

### Language and governing law

These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.

These Terms and Conditions and dealings between us before you enter into these Terms and Conditions are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.

### Taxes, duties and exchange control

You must pay any government tax, duty or other amount (excluding VAT or any analogous sales tax charged by a third party provider of rewards in respect of the purchase price of such rewards) imposed by law in any country in respect of these Terms and Conditions and any rewards you benefit from. VAT (and any analogous sales tax) will be taken into account by us when determining the number of Points which are required for redemption for a reward.

Where a tax invoice (for VAT or analogous sales tax) is required to be provided by a third party provider of rewards to you in connection with the redemption of a reward, the third party supplier will provide this invoice to us.

## American Express® Card Benefits Membership Rewards® Terms and Conditions for Customers holding a STERLING International Currency Card product

### INTRODUCTION

#### What is this document?

These Terms and Conditions govern the Membership Rewards programme (**Programme**) associated with your card account (**Card Account**). When you sign the agreement for your Card Account, you agree to be bound by these Terms and Conditions.

### ENROLMENT AND FEES

If you have a Green Charge Card, for each year that you participate in the Programme, you will be charged an annual fee of £24 including VAT. This will be applied to your Card Account as a purchase transaction the day after you initially enrol in the Programme and on or shortly after the anniversary of that date each year. You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the **What happens if you end your Card Account?** section below in relation to what happens to your points when you exit the Programme.

### ABOUT EARNING POINTS

#### How you earn Points

You earn a set amount of **Points** for each pound of eligible spend on your Card Account. The number of Points per pound is referred to as your **Earn Rate** and will be shown on your Card Account statement. From time to time, we may tell you about promotional Earn Rates or permit you to earn more Points per pound for certain purchases or other forms of promotion relating to the earning of Points. We may contact you about this to ensure that you can benefit from the Programme (as explained in the 'About additional benefits and other products' section of the agreement for your Card Account).

We will maintain a **Points Account** for you. Points are earned on every full pound spent in each purchase and will be added to your Points Account. We will tell you the balance in your Points Account on your Card Account statement.

The value of each purchase will be rounded down to the nearest pound before Points are calculated.

Supplementary Cards issued on your Card Account will also earn Points.

#### Linked Cards

If you have more than one Card (as the main Cardholder) eligible to be enrolled in the Programme, you can ask that they are 'linked' in order that Points earned on all your Cards will go into the same Points Account (**Linked Cards**) provided that they are billed in the same currency.

We reserve the right to de-link your Cards at any time and we will tell you before we do.

#### Which Card Account balances do not earn Points?

No Points will be earned on:

- interest, fees (including default fees), balance transfers, cash advances (including transactions treated as cash), loading of pre paid cards, American Express Travellers Cheque purchases or foreign exchange transactions; and
- any amounts that are subsequently credited to your Card Account by way of refunds or other types of credits.

### ABOUT REDEEMING POINTS

#### How do you redeem Points?

The rewards and ways to use your Points are subject to change. Those available to you at any time will be shown on our website at [membershipearnrewards.co.uk](http://membershipearnrewards.co.uk). We may contact you with other offers from time to time.

You can also call Customer Services using the number on the back of your Card. Supplementary Cardholders will not be able to redeem Points on your behalf. Below we set out the different types of ways that you can generally redeem your Points. In order to redeem or purchase Points, please visit our website or call Customer Services.

You will be unable to redeem Points for as long as you are late in making payment on your Card Account. Once your Card Account is up to date and provided it has not been cancelled, you will be able to redeem Points again. You can purchase extra Points up to a maximum of 10,000 per year. You must purchase Points in increments of 1,000 Points with a minimum purchase of 1,000 Points. If you want to purchase Points, we will provide the purchase cost when you contact us. We may impose different maximum and minimum purchases from time to time. Once you have asked us to redeem your Points this is non reversible.

Points are not redeemable for cash or a credit to your Card Account, except as set out in these Terms and Conditions.

There may be some addresses (normally overseas) to which certain rewards may not be able to be shipped.

### **Servicing Bank**

If you have told us that a Bank will be servicing or managing your Card Account (on your behalf) (Bank), you agree that we can accept instructions from your Bank in relation to your participation in the Programme and that you will be bound by such instructions. This does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardholder, even though your Bank may do certain things on your behalf.

We are still allowed to contact you directly if necessary including where the Bank is unable to manage your Card Account.

When we need to send you a notice or other communication, you agree that we will send this to your Bank if you have asked us to, and this will satisfy our obligation to send the notice or other communication to you.

We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Bank or contact you directly to confirm the instructions we have received.

You may withdraw your consent allowing the Bank to manage your Card Account in accordance with the Card Account agreement. If you do so, the Bank will no longer manage your participation in the Programme.

Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Bank. You can find further information about this in the 'your personal information' section in your Card Account agreement.

### **Third Party Nominee**

Unless we tell you otherwise, we will accept a person authorised by you as your **Third Party Nominee** (a person (including an attorney) whom you have told us is authorised by you to service your participation in the Programme on your behalf (to the extent set out in your Card Account application form or other document approved by us) and whom we have accepted to do so). This does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardholder, even though the Third Party Nominee may do certain things on your behalf.

We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Third Party Nominee or contact you directly to confirm the instructions we have received. You may withdraw your consent allowing the Third Party Nominee to service your participation in the Programme at any time by contacting us using the details at [www.americanexpress.com/eurodollar](http://www.americanexpress.com/eurodollar) or the number shown on the back of the Card issued with your Card Account. We will assume that a Third Party Nominee is authorised by you until you withdraw your consent.

Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Third Party Nominee. You can find further information about this in the 'your personal information' section in your Card Account agreement.

### **Redeeming Points for goods, gift cards, transfer partners and donations to charities**

You can redeem Points for goods, gift cards, gift certificates, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels, and contributions to charities of types we make available to you.

You should check the Terms and Conditions that are given to you with these rewards for important conditions such as expiry dates and any refund policies.

### **Transferring Points to Point Transfer Programmes**

You can opt for some or all of your Points to be added to a separate account with an airline or hotel loyalty programme (called a **Point Transfer Programme**). You can ask us to transfer Points to your Point Transfer Programme on our website or by contacting Customer Services.

To be able to do this, you must first link your Points Account to the Point Transfer Programme account in your name. We will tell you how to do this when you contact us, or you can do it online via our website.

Visit our website at [membershiprewards.co.uk/travel](http://membershiprewards.co.uk/travel) for more information on transferring Points to Point Transfer Programmes.

### **Redeeming Points for credit**

You can redeem Points for a credit to your Card Account. A Points conversion rate will apply which we will tell you when you contact us to arrange the redemption or you can find it on our website.

The credit will appear on your Card Account approximately three days after you have asked us to redeem the Points.

You cannot redeem Points for credit if you already have a credit balance on your Card Account or if you are late in making payment on your Card Account. If you redeem Points for credit, you must still pay the amount due on your statement.

### **TripFlex rewards**

The TripFlex rewards option allows you to redeem Points towards **Qualified Travel Purchases** you have made on your Card Account.

A Qualified Travel Purchase is a purchase made with a travel retailer we have designated as a qualifying retailer (such as certain airlines, hotels, car rental companies, cruise lines, travel agencies, tour operators or online travel websites). You can find more details of the TripFlex rewards programme and additional Terms and Conditions which apply on our website.

You can redeem Points against the amount on your Card Account, including related taxes, booking fees, airport fees and insurance premiums.

You can redeem a minimum of 1,000 Points against some or all of a Qualified Travel Purchase up to three months after making the purchase. Depending on when you redeem the Points, the credit may be applied to your Card Account in a statement period after you made the Qualified Travel Purchase.

### **Travel bookings**

You can redeem Points for travel booked through American Express Travel Services.

If you redeem Points for travel, you are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.

Please note, the travel insurance benefits that you may have as part of your card benefits may not cover the travel booked with Points. Please see the Terms and Conditions of any card travel insurance benefits for full details.

### **Concierge bookings**

You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.

### **Pay with Points**

You may be able to use your Points to make purchases at certain retailers listed on our website. You need to indicate at the time of purchase that you wish to pay with Points. The purchase may initially be charged to your Card Account as a normal purchase. If so, we will then debit the Points from your Points Account and credit your Card Account with the corresponding amount.

Credits to your Card Account may not be made and appear in the same statement period as the original purchase. If the Points redeemed do not cover the entire amount of the purchase, the balance of the purchase price will remain on your Card Account. Any refunds for purchases made using Pay with Points will be subject to the retailer's own refund policies.

## **WHEN YOU MIGHT LOSE POINTS YOU HAVE EARNED**

### **Losing your Points**

If you miss a monthly payment on your Card Account, the Points that you have earned in the previous month will be forfeited and taken away from the balance of your Points Account (this may result in a negative Points balance). You will start earning Points again from each statement date but they will continue to be forfeited whenever the relevant monthly payment is not made by the Payment Due Date.

### **What happens if you end your Card Account?**

If you end your Card Account agreement and there are no other Linked Cards on your Points Account, or if you end these Terms and Conditions, you will have 30 days from the date you request this to redeem your Points. You can also transfer them to another Points Account, including transferring to a Points Account held by someone else (for a fee that we will inform you of at the time). If you do not transfer or redeem your Points within 30 days, they will be forfeited.

If you end your Card Account and leave at least one other Linked Card in the Programme open, you will continue to earn Points in your Points Account with those Linked Cards.

### **What happens if we cancel or end your Card Account?**

If we cancel or end your Card Account in accordance with the Card Account agreement, you will lose the Points that you have earned but not yet redeemed, unless you have another Linked Card in the Programme.



### Changes to these Terms and Conditions

We may change these Terms and Conditions, including the Earn Rate, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.

We will give you at least 30 days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner.

We will give you notice by statement message, post, email or other form of electronic communication.

### Ending these Terms and Conditions

We may end the agreement governed by these Terms and Conditions if we cancel or end your Card Account in accordance with the Card Account agreement.

We may also end the agreement governed by these Terms and Conditions by giving you at least 30 days' notice without any explanation being required, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. This could include changing your Card Account to a different product in accordance with the Card Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that cover different benefits.

### Fraud and Abuse of the Programme

If we have reasonable grounds to believe that you have engaged in any fraud or material abuse related to the Programme, such as seeking to obtain an advantage through unfair or deceptive means, we may take actions which we reasonably consider appropriate in the circumstances, and this may include cancelling your Points Account and forfeiting your Points.

### Claims against rewards providers

We are not liable for claims regarding any failure or breach with respect to goods and services provided as rewards by third parties. Third party rewards may also be subject to separate Terms and Conditions.

### Language and governing law

These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.

These Terms and Conditions and dealings between us before you enter into these Terms and Conditions are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.

### Taxes, duties and exchange control

You must pay any government tax, duty or other amount (excluding VAT or any other sales tax charged by a third party provider of rewards in respect of the purchase price of such rewards) imposed by law in any country in respect of these Terms and Conditions and any rewards you benefit from.

VAT (and any other sales tax) will be taken into account by us when determining the number of Points which are required for redemption for a reward.

Where a tax invoice (for VAT or other sales tax) is required to be provided by a third party provider of rewards to you in connection with the redemption of a reward, the third party supplier will provide this invoice to us.