

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

This is a copy of your agreement for you to keep

### The Costco TrueEarnings® American Express® Credit Card Part 1 of your Agreement

#### Who provides the Card?

The issuer of the card is: American Express Services Europe Limited

Our registered office is: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX

You can contact us on: 0800 9178047. You can also contact us via the online account centre. Visit our website to access or register for your online account.

Our website is: americanexpress.co.uk

#### What is the Annual Percentage Rate (APR) and how much could this cost in total?

<b>The APR and Total Amount Payable</b>	<p>APR: 19.9% APR</p> <p>Total Amount Payable: £1,318.86</p> <p>To calculate the APR and Total Amount Payable we have used notional figures calculated on a set of assumptions about how you use the Account which are prescribed by law. These are that:</p> <ul style="list-style-type: none"><li>• on the first day of the Agreement any Cardmembership Fee is applied to the Account and is paid by you that day;</li><li>• on the first day of the Agreement you make a purchase of £1,200 and do not make any further Transactions;</li><li>• your payment due date falls at equal monthly intervals starting 1 month after the first day of the Agreement;</li><li>• you repay the £1,200 over a 1 year period by paying off £100 of the capital borrowed each month as well as any interest which has accrued on the outstanding balance by the payment due date;</li><li>• you do not incur any other fees or charges; and</li><li>• no changes are made to the interest rate or fees.</li></ul>
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#### What interest rates, fees and charges apply?

##### Interest rates

<b>Standard rate</b>	<p>Interest on all balances that result from purchases (including associated fees, such as non-sterling Transaction fees), interest charges and service charges (such as the copy statement fee), is charged at the standard rate of 19.9% per annum.</p> <p>Cash advances, balance transfers, and the interest charged on those non-purchase balances do not accrue interest at the standard rate.</p> <p>You can benefit from an interest free period on purchase Transactions (see '<i>When is interest payable?</i>' below).</p>
<b>Cash Advance rate</b>	<p>Interest on all balances that result from cash advances (including gambling Transactions and other Transactions we have told you we treat as cash, associated fees and interest charges) is charged at the rate of 27.9% per annum.</p>
<b>Balance Transfer rate</b>	<p>We may offer you the opportunity to request balance transfer(s) from time to time. Interest on all balances that result from a balance transfer (including associated fees and interest charges) is charged at the rate of 19.9% per annum.</p>
<b>Promotional rates</b>	<p>We may, at any time, reduce the interest rate on any individual Transaction or group of Transactions, or any type of Transactions, incurred during a promotional period.</p> <p>We will tell you about the Transactions it will apply to, the interest rate that will apply and the length of time it will apply for.</p>

	<p>At the end of any promotional rate period, interest will be charged at the rate normally applicable to such Transactions.</p> <p>We reserve the right not to apply a promotional interest rate (or to remove it) if you are in default of this Agreement (See '<i>Breach and Default</i>').</p>
<b>Fees</b>	
<b>Cardmembership Fee</b>	<p>The standard fee is £0 per membership year.</p> <p>A membership year starts on the date we open your Account on our systems and runs to the day before the next anniversary of membership. The membership year may be brought forward if you switch to another American Express product or if a different fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.</p> <p>Subject to any promotional offer we may make to you, where a Cardmembership Fee is payable, it is charged for each membership year and is applied to your Account on your first statement date (or such later period as is notified to you) and the statement date following each membership anniversary.</p>
<b>Late Payment Fee</b>	£12 is payable each time you do not pay your Minimum Payment Due by the Payment Due Date (provided your Minimum Payment Due is at least £12).
<b>Returned Payment Fee</b>	£12 is payable if any payment to your Account is not honoured by your financial institution when first presented for any reason.
<b>Over Limit Fee</b>	£12 is payable if the balance on your Account goes over the credit limit at any time during a statement period (or remains over the credit limit and you have not paid your Minimum Payment Due that month).
<b>Cash Advance Fee</b>	£3 or 3% of the amount of any cash advance (whichever is the greater) is payable for each cash advance you make.
<b>Balance Transfer Fee</b>	Subject to any promotional offer we may make to you, 3% of the balance transferred is payable for each balance transfer processed to your Account.
<b>Statement Copy Fee</b>	£2 is payable for each additional copy of a paper statement you request.
<b>Charge Record Copy Fee</b>	£3 is payable for each copy you request of a record relating to charges applied to your Account (for example a merchant receipt).
<b>Non-Sterling Transaction Fee</b>	2.99% of the converted Pounds Sterling amount is payable (see ' <i>Converting Transactions made in a foreign currency</i> ' in Part 2).
<b>Collection Costs</b>	In addition to the fees set out above, you agree to pay all reasonable costs, including legal advisers' fees, that we incur in collecting amounts you owe.
<b>Applying interest</b>	
<b>When is interest payable?</b>	<p>We will charge interest on all Transactions from the date that the Transaction is added to your Account until the date that it is paid in full; except that we won't charge interest on your purchases if you continuously pay the outstanding balance shown on your statement in full each month.</p> <p>This means that if you do not pay the balance shown on your statement in full by the Payment Due Date, then your next statement will include interest on the purchases that appear on your current statement charged from the date of the purchase.</p> <p>Similarly, if you did not pay the balance shown on your previous statement in full by the Payment Due Date shown on your previous statement, then we will charge interest on any purchases you have made since then even if you pay the balance on the following month's statement in full.</p> <p>If you pay less than your full outstanding balance each month, but more than the Minimum Payment Due, the payments you make will have the effect of reducing the balance on your Account and consequently you will pay less interest.</p> <p>We do not charge interest on late payment fees, returned payment fees or overlimit fees.</p>

<p><b>How we calculate interest on your Account</b></p>	<p>We convert the interest rates shown above into a daily rate (using the actual number of days in that year).</p> <p>We then calculate an average daily balance for each of the different types of Transaction balance (i.e. standard rate balance, cash advance and balance transfer).</p> <p>We do this over the relevant charging period and work out the interest on each balance using the daily rate.</p> <p>We add interest to your Account daily. This means that you may pay interest on interest.</p>
<p><b>What is the Credit Limit?</b></p>	
<p><b>Keeping within your credit limit</b></p>	<p>We will set your credit limit from time to time based on your circumstances and we can adjust it (up or down) at any time.</p> <p>You can always request us to change your credit limit and we will always reduce it if asked (but we are not obliged to raise it).</p> <p>If we increase your credit limit when you have not asked us to, we will let you know 30 days before we actually adjust it. You can tell us that you do not want us to increase your credit limit and can request that we do not raise it in the future by sending us a secure message via the online account centre or by calling us (our contact details are at the beginning of this Agreement).</p> <p>You must manage your Account so that the outstanding Account balance, does not exceed the credit limit. We may approve Transactions that result in your balance exceeding your credit limit, but if we do so, it will not constitute an increase in your credit limit.</p> <p>We may impose credit limits applicable to particular types of Transaction balances (for example, we may restrict the amount of your Account balance that can be made up of cash advances). You can find out if there are such limits by checking our website or by calling us (our contact details are at the beginning of this Agreement).</p>
<p><b>How are repayments to be made?</b></p>	
<p><b>When you need to make payment</b></p>	<p>You must pay at least the Minimum Payment Due each month, which must have reached us and be credited to your Account by the Payment Due Date (which is at least 25 days after your statement date). Further information about making payments is set out in Part 2.</p>
<p><b>How we calculate your Minimum Payment Due</b></p>	<p>The Minimum Payment Due is the <b>highest</b> of the following amounts:</p> <ul style="list-style-type: none"> <li>(1) £25 (or the total amount owing if less); or</li> <li>(2) any interest, default fees, repayment protection insurance and 1/12th of any annual Cardmembership Fee or the full monthly fee (if applicable to the product you hold) plus 2% of the remaining balance.</li> </ul>
<p><b>Can this Agreement be changed?</b></p>	
<p><b>When we make changes</b></p>	<p>As there is no expiry date on your Account, and we hope that you will have your Account with us for a long time, we cannot predict all of the reasons which could mean that we might change:</p> <ul style="list-style-type: none"> <li>• the interest rates and fees; or</li> <li>• any other term of this Agreement, including the services we provide with your Account.</li> </ul> <p>We have set out specific reasons why we would make changes to the Agreement below. We will always:</p> <ul style="list-style-type: none"> <li>• have a valid reason for making the change (even if it isn't one of the reasons set out below);</li> <li>• tell you in advance about the change; and</li> <li>• let you end the Agreement without charge if you do not want to accept the change.</li> </ul> <p><b>Our main reasons for changes</b></p> <p>We can change the Agreement, including by changing or introducing interest rates or fees, for any of the following reasons:</p>

- to make sure that our business maintains a broadly similar level of profitability and competitiveness by making sure that we continue to earn an appropriate return from providing your Account. For example, we can change interest rates and fee levels, or the way we charge interest rates and fees:
  - where the costs to us of providing your Account (including how much we have to pay to borrow funds to lend to you when you spend on your Account) have changed or we have a good reason to expect that they will change; and
  - in order to ensure that they continue to reflect the fair value of the Account you hold;
- where we are changing the services we provide with your Account; or where we are changing the Card Benefits offered with your Account (see '*Benefits offered with your Account*' below);
- where the change is either good for you (including where we are making the change to improve the security of your Account or we are making the Agreement clearer or fairer) or neutral;
- to reflect changes or developments in the technology or systems which we or our industry uses;
- where we are 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
- where we have a good reason to think that a change in your circumstances or generally means that the risk that you might not be able to repay us has increased.

#### **Telling you about changes**

If we are increasing your interest rate, we will give you at least 60 days' advance personal notice of the change and you will be able to opt out of the increase by notifying us before it takes effect as explained below.

For all other changes, we will give you at least 30 days' advance personal notice of the change, unless the change is not to your disadvantage. In this case, we will give you personal notice but we may make the change more quickly. We will always give you details of when the change will take effect. If you do not 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).

#### **How to opt out of an interest rate increase**

You can opt out of an interest rate increase and carry on paying off the balance at the old rate. If you would like to do this, you must tell us within 60 days of us telling you about the increase. Your Account will then be cancelled with immediate effect and you will not be able to use it anymore. This Agreement will stay in place until you have paid off the balance in full, and you will still have to keep to the Agreement. Until you have paid off the balance, we will still be able to change any of the other terms of the Agreement except the interest rate.

#### **Benefits offered with your Account**

The Card Benefits offered with your Account (for example free rewards, insurances or cashback) are subject to separate terms and conditions. We may change any Card Benefits offered with your Account including removing a Card Benefit, substituting a new Card Benefit, changing a Card Benefit provider or altering the costs associated with a Card Benefit, provided we reasonably believe the overall Card Benefits associated with your Account represent good value and are competitively priced.

#### **Switching you to a different type of Card**

We may switch the type of Card we issue you with, and this might mean that we also make changes to this Agreement. This may happen 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 will always give you notice of these changes. However, if you have told us that you would like to switch to a different Card, we can choose to provide you with a new Card more quickly, and you won't be able to opt out of any increase to your interest rate.

**Some other things you need to know**

**Credit intermediary**

When you first applied for your Agreement, you may have dealt with a credit intermediary (such as an internet comparison website), for example, one of the following:

- Moneysupermarket.com operated by Moneysupermarket.com Limited of Moneysupermarket House, St Davids Park, Ewloe, Flintshire CH5 3UZ
- Quidco.com operated by Maple Syrup Media Limited, 4th Floor, 76-80 Great Eastern Street, London, EC2A 3JL
- Topcashback.co.uk operated by UKC Systems Limited of St George's House, 19 Church Street, Uttoxeter, Staffordshire ST14 8AG
- compareandsave.com operated by Freedom Marketing Limited, 5 Beacon End Courtyard, London Road, Stanway, Essex CO3 0NU
- moneysavingexpert.com operated by Martin Lewis of 19-22 Rathbone Place, London, W1T 1HY.

**Working with our co-branded partner**

Costco Wholesale UK Limited, a company registered in England and Wales with registered number 02635489 and whose registered office is at 213 Hartspring lane, Watford, Hertfordshire WD25 8JS (co-branded partner) may have acted as a credit intermediary in relation to this Agreement. Our co-branded partner has an exclusive referral arrangement with us.

In addition to the normal ways we deal with your data, we will disclose information to our co-branded partner about you, third parties for whom you have made purchases, or Supplementary Cardmembers.

We may disclose information worldwide to our co-branded partner and their group companies (or franchisees where they use them) and to any suppliers or processors that they use.

Information may include information about you, your Account, information obtained on your application and Transaction information. This information may be used to track how you use your Account and to maintain lists of products and services you may be interested in.

You may be contacted (by mail, email, telephone, SMS, via the internet or in other ways) about offers you may be interested in, including offers from our co-branded partners.

If you wish to opt out of marketing at any time, we recommend that you log in to your Account at [americanexpress.co.uk](http://americanexpress.co.uk) and update your privacy preferences, or write to us (our contact details are at the beginning of this Agreement).

If you have been offered this product because you are a member of our co-branded partner, you will need to maintain your membership to be eligible for this Card.

This document (Part 1), together with the "How your American Express Account Works" document (Part 2) make up your Credit Agreement.

**Your Right to Withdraw**

You have a right to withdraw from this Agreement, without giving a reason, by calling us on 0800 9178047 or by writing to us (American Express, Department 871, 1 John Street, Brighton, East Sussex, BN88 1NH) stating your name, address and Account number and informing us that you wish to withdraw from the Agreement. Your right to withdraw starts on the date of your Agreement and ends 14 days from the day after you receive your Card.

If you withdraw, you must pay back all balances (except interest and charges we have added) on your Account without delay and within 30 days as you would make payments under this Agreement. If you do not repay us within 30 days, we may charge interest at the rates applicable to the balances under the Agreement until fully repaid. You can contact us for details of what interest will be payable.

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

By signing below:

- you agree to the terms of this Agreement;

- you confirm that the information you have given us is true and correct;
- you confirm that you are (and any Supplementary Cardmember is) over 18 years of age;
- you request us to issue you (and any Supplementary Cardmembers named by you) with a Card (including any replacement Cards or other Cards covered by this Agreement).

This is a Credit Agreement regulated by the Consumer Credit Act 1974.

Sign it only if you want to be legally bound by its terms.

Signature(s)

of Borrower(s)

Date(s) of signature(s)

Authorised by AMEX

\_\_\_\_\_

Date \_\_\_\_\_

(This is the date of this Agreement)

## How Your American Express Account Works

### Part 2 of your Agreement

<b>Your Agreement</b>	<p>Under this Agreement, we are agreeing to provide you with credit. This means that you must not overpay us so that we owe you money. We call this having a credit balance. If you have a credit balance, we may contact you to arrange for repayment.</p> <p>This is not a payment account for the purposes of the Payment Accounts Regulations 2015.</p> <p>You can request a further copy of this Agreement free of charge at any time during the term of the Agreement.</p>
<b>Words we use in the Agreement</b>	<p><b>We, us, and our</b> mean the issuer shown in Part 1.</p> <p>You are the <b>Cardmember</b>. You may request a <b>Supplementary Card</b> for a <b>Supplementary Cardmember</b> (see 'Supplementary Cardmembers' below).</p> <p><b>Account</b> means any account we maintain in relation to Cards and to which we charge Transactions.</p> <p><b>Card</b> means any card or other device that we issue to access your Account, or any personalised set of procedures that we agree that you may use in order to request a Transaction, for example when you use Apple Pay or other similar technology to authorise a Transaction.</p> <p><b>Card Benefits</b> means additional services and discretionary benefits provided in connection with an Account. Examples of Card Benefits may include discretionary insurance benefits, assistance services, rewards programs, and merchant offers (see 'Card Benefits' below).</p> <p>To <b>pay</b> by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see 'When you must pay' below).</p> <p>A <b>Transaction</b> is any amount added to your Account, such as purchases, balance transfers, cash advances, fees and interest charges.</p> <p>Your <b>balance</b> is the balance that results from any Transactions on your Account.</p> <p>A <b>purchase</b> is a Transaction using your Card to acquire goods or services.</p> <p>A <b>balance transfer</b> means the balance that was owing by you to another lender that has been paid by us on your behalf and debited to your Account.</p> <p>A <b>cash advance</b> means any cash advance, any gambling Transaction made by using the Card, or any other types of Transactions which we notify you will be treated as equivalent to cash.</p>
<b>Using the Card</b>	<p>You may use the Card to make purchases, balance transfers, cash advances and other types of Transactions we may allow you to make up to your credit limit.</p> <p>If you are a business customer, then you or any Supplementary Cardmembers may only use the Card (including Cards used by Supplementary Cardmembers) for Transactions made for the purposes of your business. You and Supplementary Cardmembers must not use the Card for personal Transactions. You may not always be able to make balance transfers (even if your Account is not in default). We will normally tell you when this is available to you. You cannot transfer balances between your American Express Accounts using a balance transfer.</p> <p>Not all Cards allow you to make cash advances. You may also need to enrol separately to obtain security information (such as your Card PIN) to enable you to obtain cash advances.</p> <p>If your Card is cancelled or suspended for any reason, all other Cards issued on your Account may be cancelled or suspended at the same time.</p> <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. If you do this, note that we are likely to be unable to provide you with rewards to which you would otherwise have been entitled.</p>

	<p>If you make a purchase via a third party (for example, PayPal) we are not able to identify where you have made the purchase. This means we will be unable to provide any merchant or industry specific rewards or offers which are linked to the underlying purchase.</p> <p>We may issue you with Cards to replace your existing Cards (including if we switch you to a different type of Card). Cards may have an expiry date and you must destroy any expired Card in a way that means it cannot be used (e.g. by cutting it into pieces).</p>
<p><b>Authorising and declining Transactions</b></p>	<p>You authorise a Transaction when you do any of the following:</p> <ul style="list-style-type: none"> <li>• request a Transaction using your Account by presenting or providing a Card, the Card details or Account details and, if required for the Transaction, entering any Card PIN, password, personal identifiers or by following the relevant personalised set of procedures that we have agreed that you may use in order to request a Transaction; or</li> <li>• ask us to carry out a balance transfer by requesting the Transaction in a way we permit you to (and satisfying any additional requirements that we tell you about).</li> </ul> <p>You can only cancel future dated Transactions, or recurring Transactions (for example, Transactions that are part of a series such as annual membership fees), if you cancel them by the end of the working day before they are due to be processed.</p> <p>We may impose and vary limits and restrictions on certain uses of the Card or certain Transactions. For example cash advances or Transactions authorised by contactless readers may be subject to maximum Transaction amounts (per authorisation or within a period).</p> <p>We may decline to authorise a Transaction on reasonable grounds. Reasons we may do this include suspected unauthorised or improper use, fraud, technical difficulties, legal requirements, if the use of the Card would be prohibited, you have insufficient funds, or because certain types of Transactions are not available (including if the Transaction would exceed a Transaction limit of some sort).</p> <p>We may also decline to authorise a Transaction because we think it is the right thing to do as responsible lenders (for example because we are concerned about your ability to sustain repayments under your Agreement). If this happens we will also contact you to discuss your financial position.</p> <p>We may decline to authorise a Transaction even if your Account is not in default. If we do, you will normally be told at the point of sale, but you may not be. In all cases, you can find out about Transactions we have refused or any other restrictions imposed on your Card by calling us (our contact details are at the beginning of this Agreement).</p> <p>We are not responsible for any losses you incur if we do not authorise a Transaction and we are not responsible if any merchant refuses to accept the Card.</p>
<p><b>Contactless payments and mobile wallet technology</b></p>	<p>Cards issued on your Account may be equipped to enable contactless payment. Contactless payments enable you to make Transactions simply by holding your Card against a Card reader. We may deactivate contactless payments at any time.</p> <p>We may permit you to use mobile or other payment wallet technology (provided by a third party company or by another of our group companies) to request Transactions. Use of wallet technology may be subject to further terms of use, but this Agreement still applies to any Transactions you request using payment wallet technology.</p>
<p><b>Transactions you have not authorised</b></p>	<p>You will not be responsible for any unauthorised Transactions incurred before you receive the Card which was used.</p> <p>You will not be responsible for Transactions where you or a Supplementary Cardmember have not allowed someone else to use your Account or Card. If the Card or Account usage was allowed, you may be responsible for all Transactions which occur before you tell us you suspect your Account is being misused. If you act dishonestly, you will be responsible for all Transactions.</p> <p>If you have allowed someone else to access a mobile phone or other device to which your Card has been registered (for example by giving them your passcode or by letting them add their fingerprint to it), we will treat the Transactions made using the device as authorised, so you will be responsible for them.</p> <p>If there are errors in a Transaction and this is our fault, we will reverse the Transaction and restore your Account. We may then resubmit the correct Transaction.</p>

	<p>If upon contacting us, you wish to dispute a Transaction, we will initiate an inquiry and may suspend the Transaction on your Account if we reasonably consider there to be a valid dispute. Once investigations are complete, we will adjust your Account accordingly.</p>
<p><b>Transactions for unexpected amounts</b></p>	<p>If you make a Transaction at a merchant within the European Economic Area and, at the time that you authorised it, you did not know the amount of the Transaction, you can request a refund from us if the amount charged is more than you reasonably expected.</p> <p>You must request the refund within 8 weeks from the date of the statement on which the Transaction appears.</p> <p>You will need to provide us with all the information we reasonably ask for and we may provide this information to third parties investigating your claim. We will conclude our investigations within 10 business days of us receiving all required information and either make the refund (normally adjusting your Account) or tell you why we have refused your claim.</p>
<p><b>Theft, Loss or Misuse of the Card or Account</b></p>	<p>You must:</p> <ul style="list-style-type: none"> <li>• sign the Card (if applicable) and keep it in your possession and secure (including using device passcodes where applicable);</li> <li>• not let others use your Card and regularly check you still have it;</li> <li>• not give your Card, Account details, PIN or other passwords to anyone else other than when you are authorising a Transaction and do not let others see them when you use them;</li> <li>• choose a PIN or password that is not easy to guess.</li> </ul> <p>If you register your Card for use on a mobile phone or similar, you must keep it and your security credentials safe and secure at all times, in the same way you would your Card or PIN, and you must always use the lock feature on the phone or other device. Never share your security credentials or allow another person to have access to the device in a way which allows them to make payments using your Card on the device.</p> <p>You 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 phone or other device to which your Card has been registered has been lost, stolen or compromised;</li> <li>• someone else knows a PIN or other security code; or</li> <li>• your Account or Card is being misused or used without your authorisation, or a Transaction on your Account has not been authorised or has been processed incorrectly.</li> </ul> <p>Once you have told us, we will cancel the Card and a replacement Card will be issued.</p>
<p><b>When you must pay</b></p>	<p>The Payment Due Date shown on your statement will be at least 25 days after your statement date. Provided you pay the Minimum Payment Due by this date, repayment of the balance on the Account is fully flexible and you have a right to pay us whenever and as often as you like.</p> <p>If we request, you also agree to pay us any amount by which you have gone over your credit limit immediately or together with your Minimum Payment Due.</p> <p>The amount shown as due on the statement may therefore comprise the Minimum Payment Due, any arrears still outstanding and any over limit amount. Payments will be treated as clearing arrears before they are treated as payment of your Minimum Payment Due.</p> <p>You must still pay your Minimum Payment Due by the Payment Due Date if you do not receive a statement in any month. In that case, you should contact us to check what amount must be paid and by when.</p> <p>Credits and refunds to your Account will not be treated as payments made by you.</p>
<p><b>How to pay</b></p>	<p>You must make payments to us in Pounds Sterling by any method set out on your statement or any method we otherwise tell you about or permit you to use.</p>

	<p>You must make a separate payment for each Account you hold with us. If you send payments together and do not clearly designate the Account to be paid, we may apply payments to any Account.</p> <p>We will credit payments to your Account as of the day we receive the funds, as long as we receive them within our business hours that day. If we receive a payment after that time, we will credit it on the day after we receive it.</p> <p>If your payment does not meet the instructions set out in your statement, there may be a delay in crediting your Account. This may result in Late Payment Fees and additional interest charges being applied.</p> <p>Any time periods for making your payment to us that we may provide are estimates only and are dependent on the payment system and service provider you choose to make payment. You must allow sufficient time for us to receive funds by the Payment Due Date. Third parties who send us or process your payment on your behalf are not our agents and their receipt of a payment will not be treated as the time we receive your payment.</p> <p>If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into Pounds Sterling, unless the law requires us to use a particular rate. We may impose additional charges for converting payment including any currency conversion cost incurred by us.</p> <p>If we process a late payment, a partial payment or a payment marked with any restrictive language (such as in full and final settlement), that will have no effect on our rights (e.g. to recover the full balance owing) and will not change this Agreement.</p> <p>Although we may credit your Account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.</p>
<b>How we apply payments and credits</b>	<p>We apply payment first to amounts on your balance charged at the highest interest rate and then to amounts on your balance charged at lower interest rates in descending order. In applying this principle, we will first apply payments to amounts that have appeared on your statements and then to amounts that have not yet appeared on your statements.</p>
<b>Missing payments</b>	<p>Missing payments by failing to make Payments Due by the Payment Due Date could mean you have to pay additional charges or costs, your credit rating may be affected making obtaining credit more difficult or expensive, legal action may be taken against you, an application may be made to make you bankrupt, or, if we obtain a charging order, we may obtain an order for sale which could lead to your home being repossessed.</p>
<b>Supplementary Cardmembers</b>	<p>At your request, we may issue Cards to Supplementary Cardmembers. These Cards are part of your Account and you must make sure that Supplementary Cardmembers keep to this Agreement.</p> <p>If you are a business customer, any Supplementary Cardmember must be a co-owner, partner, director, committee member or an employee of the business.</p> <p>You are responsible for all use of your Account by Supplementary Cardmembers and anyone they allow to use your Account. This means that you must pay for all Transactions they make, subject to the terms of this Agreement.</p> <p>If you want to cancel a Supplementary Cardmember's right to use your Account (and cancel their Card) you must tell us.</p> <p>We may limit the number of Supplementary Cardmembers allowed on your Account.</p>
<b>Converting Transactions made in a foreign currency</b>	<p>If you make a Transaction that is submitted to us in a foreign currency, or if we receive a refund in a foreign currency, it will be converted into Pounds Sterling by us on the date it is 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 is in effect on the date of your Transaction or refund. Exchange rate fluctuations can be significant.</p> <p>If the Transaction or refund is in U.S. Dollars, it will be converted directly into Pounds Sterling. In all other cases, it will be converted into U.S. Dollars first and then into Pounds Sterling. However, only one Non-Sterling Transaction Fee will be payable.</p> <p>Unless a particular exchange rate is either required by law, or is used as a matter of local custom or convention in the territory where the Transaction or refund is made (in which case we will look to be</p>

	<p>consistent with that custom or convention), the exchange rates we use will be 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'.</p> <p>The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates via the 'My Account' section of the online account centre or by calling us (our contact details are at the beginning of this Agreement).</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 merchant) to convert your Transaction into Pounds Sterling before submitting it to us. It is your decision whether to use the third party currency conversion or not. If you decide to do this, the currency conversion will be at an exchange rate selected by the third party and may include a commission or charge, also selected by the third party. You should check the fees and charges before completing the Transaction to ensure that you do not pay more than necessary. Since a Transaction converted via the third party will be submitted to us in Pounds Sterling, we will not apply a Non-Sterling Transaction Fee.</p>
<p><b>Statements and legal notices</b></p>	<p>We will provide you with or make available to you statements relating to your Account at least once a month if there has been any Account activity and otherwise once every 12 months. We may send you notices (including all information we are required to send you, including information about changes to this Agreement) on or together with your statements.</p> <p>In addition to payment information, each statement will show all Transactions made using Cards in the statement period, the total Account balance, and any American Express Exchange Rate used in the conversion of a foreign currency Transaction and the Non-Sterling Transaction Fee.</p> <p>Always check each statement for accuracy and contact us as soon as possible if you need more information about a Transaction on any statement (our contact details are at the beginning of this Agreement). We reserve the right to make some Account data available to you on request once a month. If we do, we will notify you in your statement.</p> <p>Statements might also contain important information about the Card or Card Benefits (for example, American Express Invites or promotional offers available to you as an American Express Cardmember). If you are registered for our online account centre, this information might also be displayed on web pages associated with your online services.</p> <p>Unless you have told us otherwise, we will send you statements (as well as any other notices we are required by law to provide) by email to the email address you have most recently given to us, by posting them to a secure website or by making them available to you in any other lawfully permitted manner. 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 have asked to receive your statements by post, we will send statements (and any notices we are required by law to provide) through the U.K. post, addressed to you, at the latest billing address on our records.</p>
<p><b>Contacting you</b></p>	<p>We may send you alerts, important messages and other communications about your Account by email, by SMS or by posting them securely on our website, for example, we may send you an alert to confirm that you have updated your contact information.</p> <p>If you enrol for online services, you must keep your username, password and also your email access and mobile phones safe and secure as some Account information may be disclosed via these means.</p>
<p><b>Changing your contact details</b></p>	<p>You must notify us immediately if you change the mailing address or email address to which we send statements or notices.</p> <p>If you have more than one Account with us, you need to notify us in relation to each Account.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect.</p> <p>If we have 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. We are not responsible if you do not receive a communication (other than information we are required to provide by law) if we send it to the address you have given us, or if we do not send the communication because previous communications have been undeliverable.</p>

<p><b>Cancelling or suspending your Account</b></p>	<p>We may cancel or suspend your Account (i.e. permanently or temporarily stop you from using your Card or Account to make any Transactions and prevent you from accessing any services offered under this Agreement); cancel or suspend any feature on your Account; or withdraw or not reissue any Card.</p> <p>We may do this for security reasons, in the event you default, if we suspect unauthorised, improper and/or fraudulent use, or because there is a significantly increased risk that you will not be able to repay and on time (for example, if you are made bankrupt). We will normally notify you beforehand or immediately afterwards and may provide you with the reasons.</p> <p>If your Account is cancelled or suspended, you must not use your Cards and, if cancelled, must destroy them, and you must still pay us your total Account balance. We may notify merchants that your Account has been cancelled or suspended.</p> <p>We may agree to reinstate your Account after we have stopped you from using it if the reasons we restricted your Account in the first place are no longer present. You can tell us this is the case and request reinstatement via our website or by calling us (our contact details are at the beginning of this Agreement). If we do this, we may:</p> <ul style="list-style-type: none"> <li>• reinstate any Cards issued on your Account; and</li> <li>• charge you any applicable Cardmembership Fee(s).</li> </ul>
<p><b>Ending your Agreement</b></p>	<p>This Agreement is open ended and has no fixed duration. It will continue until you or we close the Account, which you can do at any time by calling us or writing to us (our contact details are at the beginning of this Agreement).</p> <p>We may end this Agreement immediately if you are in default (see '<i>Breach and default</i>' below)</p> <p>We may also end this Agreement by giving you at least two months' written notice without any explanation being required. We will 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 have paid off all amounts you owe us. Until this time, all of the terms of the Agreement will continue to apply (including our right to change the terms of the Agreement), but you will have no rights under it to use the Account to make Transactions and you will not be entitled to any Card Benefits that are included with it.</p> <p>When either of us end the Agreement you must:</p> <ul style="list-style-type: none"> <li>• on demand pay off all amounts owing on your Account, including those not yet billed (unless we have increased the interest rate and you have told us that you want to opt out of an interest rate change and end your Agreement – see '<i>Can this Agreement be changed?</i>' in Part 1);</li> <li>• destroy all Cards and stop using your Account; and</li> <li>• inform merchants not to seek to take any further Transactions from your Account.</li> </ul> <p>Any annual Cardmembership Fee paid in advance in respect of the remaining part of the year in which your Account is closed will be returned to you pro-rata taking into consideration the length of time until the start of your next membership year.</p>
<p><b>Breach and default</b></p>	<p>We may treat you as seriously breaching this Agreement if you fail to pay at least the Minimum Payment Due by the Payment Due Date.</p> <p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> <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 default under another agreement you have with us or another of our group companies;</li> <li>• you become incapacitated or die; or</li> <li>• we have reasonable grounds to believe you are unable or unwilling to pay your debts when due.</li> </ul> <p>If you are having or may have difficulty making payments, please call us as soon as you can.</p>

<p><b>Card Benefits</b></p>	<p>We may make Card Benefits available to you and we will communicate with you in relation to them. These may be provided under separate contractual agreements, which we may change (see '<i>Can this Agreement be changed?</i>' in Part 1). We may receive compensation from additional service providers and our compensation may vary by provider and product.</p> <p>We will provide details of the Card Benefits when you apply for your Card and in other documentation we send to you, such as in welcome packs.</p> <p>We or our group companies may also tell you about other insurance and non-insurance products or services that we think may be of interest to you, but are separate to your Account, in accordance with your marketing preferences.</p> <p>We or our group companies may act on behalf of a provider of any of these products. The products are not sold by us on our behalf and we will not be acting as an agent for you (although they may be sold by our group companies). These are not compulsory products.</p> <p>We or our group companies may receive commission for selling any of the Card Benefits to you. We or our group companies may also get additional commission when Amex Assurance Company or another group company is the insurer or reinsurer. Commission may influence what products and providers we or our group companies tell you about.</p> <p>If products or services carry a separate fee, this may be charged to your Account.</p> <p>Card 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 unless you have a legal claim against us.</p>
<p><b>Complaints about us</b></p>	<p>If you have a complaint about your Account or the service you have received, please contact:</p> <p>Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>If you are unable to resolve your complaint with us and have received a final response from us confirming this and you are not a business customer, you have a right to refer it to the Financial Ombudsman Service. If you are a business customer you may have a right to refer it to the Financial Ombudsman Service.</p> <p>The Financial Ombudsman Service's details are:</p> <p>Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.</p> <p>Telephone: 0800 023 4567 (free on mobile phones and landlines) or 0300 123 9123, or +44 20 7964 0500 if calling from abroad</p> <p>Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></p> <p>Website: <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>The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Their address is 25 The North Colonnade, Canary Wharf, London E14 5HS.</p>
<p><b>Claims against merchants</b></p>	<p>Under section 75 of the Consumer Credit Act 1974, if you use your Card to buy goods or services, and the cost of an individual item of the goods or services is more than £100 but not more than £30,000 then you may have a claim against us if the item or service is not properly supplied, is faulty or not as described.</p> <p>If you dispute a Transaction with a merchant, we may credit the Account for all or part of the disputed Transaction.</p> <p>If we do so, whether we were legally required to make the refund or not, you and any Supplementary Cardmembers agree that you are automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the merchant.</p> <p>You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.</p>

<b>Assigning the Agreement</b>	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you, unless we are required to notify you by law. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.
<b>Waiver of rights</b>	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.
<b>Language and governing law</b>	This Agreement and all communications between us concerning this Agreement shall be in English.  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.
<b>Taxes and duties</b>	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.
<b>Limitations on our liability</b>	If we break this Agreement, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would have been unavoidable despite all reasonable efforts to prevent the event happening.

## Your Personal Information

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### Privacy Statement

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#### What is this document?

This privacy statement describes how American Express collects, uses and shares information about you. If you interact with us online, there is a separate **Online Privacy Statement** available at [americanexpress.co.uk](http://americanexpress.co.uk) that describes how we collect and use information about you in that context, including where information provided online is combined with personal information which is collected as described in this privacy statement. We therefore ask that you also take time to consider the Online Privacy Statement.

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#### Information Collected

We will collect information about you (**Personal Information**) from:

- your Card Account (**Account**) application form and other forms you provide to us;
- checks at credit reference agencies and fraud prevention agencies including personal and business records (if relevant);
- you, in order to manage your Account and through the way you use your Account and our other services including transactions made using your Account with merchants or ATM operators;
- surveys and statistical research;
- third parties, such as in marketing lists which we lawfully obtain.

We may also obtain Personal Information from the parties listed in the 'Information Disclosed' section below.

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#### Information Disclosed

We may disclose Personal Information (which may include details of goods and/or services you purchase) to:

- companies within the worldwide American Express group of companies including our joint ventures and joint ventures of our group, both current and in the future, as we develop new business either on our own or with others (our **Group**), third parties who process transactions submitted by merchants on the American Express network where you use your Card (worldwide);
- parties who distribute the card;
- any other co-branded partner set out in the agreement governing use of your Account;
- any party approved by you, including any loyalty partners that you connect to your Membership Rewards account and, dependant on your card product, any partners available in your card benefits programme with whom you choose to enrol;
- our processors and suppliers;
- the providers of services and benefits associated with your Account;
- collection agencies and lawyers for the purpose of collecting debts on your Account.
- parties who accept the card in payment for goods and/or services purchased by you; and
- anyone to whom we may transfer our contractual rights.

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#### Use of Information

We may use Personal Information, including aggregated or combined with other information for any of the following purposes:

##### **Delivering our products and services to you**

This will include:

- processing applications for our products including making decisions about whether to approve your application;
- helping us better understand your financial circumstances and behaviour so that we may make decisions about how we manage your Account, such as whether to approve transactions, including transactions that you make using digital card wallet technologies on mobile devices;
- administering and managing your Account including to process transactions you make on your Account;

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- communicating with you, including by e-mail, SMS or any other electronic method about any American Express accounts, products, and services which you hold (including for the purpose of servicing and by way of Account alerts);
  - giving you important information about updated and new features and benefits;
  - answering questions and responding to your requests; and
  - administering, servicing and managing any benefits or insurance programmes provided alongside your card;

We may use Personal Information to prepare reports for third party business partners about Account usage. Reports only contain aggregated and anonymised data and we will not disclose any information which identifies you.

#### **Improving our products and services and to conduct research and analysis**

This will include:

- learning about you and other customers, including your needs, preferences and behaviours;
- analysing the effectiveness of our ads, promotions and offers; and
- conducting testing (when we update our systems), data processing, website administration and information technology systems support and development
- conducting market research including to give you the opportunity to provide feedback, ratings or reviews of our products and services, and those of our third party business partners, including through transaction experience surveys; and
- producing data analytics, statistical research and reports including on an aggregated basis

#### **Advertising and marketing our products and services, and those of our third party business partners**

This will include any of the following (with your consent, where necessary):

- sending you promotions and offers by email, SMS, any other electronic method, direct mail and through telemarketing in accordance with your marketing preferences;
- personalising our communications and offers for you; and
- determining whether you would be interested in new products or services.

We do not provide your contact details to our third party business partners without your express consent. However, we may send you offers on their behalf. Keep in mind that, if you take advantage of an offer from a business partner and become their customer, they may independently send communications to you. In this case, you will need to inform them separately if you wish to decline receiving future communications from them.

#### **Managing risks relating to our business, including credit risk, fraud risk and operational risk**

This will include:

- making decisions about how we manage specific customers' accounts, such as whether to approve individual transactions;
- developing risk management policies, models and procedures used in the management of customers' accounts and our business generally;
- reporting information to and receiving information from credit reference agencies and fraud management agencies including personal and business records.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

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#### **Supplementary Cardmembers**

The provisions of this privacy statement also apply to any Supplementary Cardmember(s) approved to use your Account.

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Where you have approved the issue of a Supplementary Card:

- you consent to us disclosing to the Supplementary Cardmember details about the status of your Account including details of transactions, the total Account balance and details of any overdue payments;
- you consent to the Supplementary Cardmember providing us with personal information about you for additional identity authentication purposes when they contact us in relation to the use of their card including to activate cards, to register for on-line services and to access enhanced and new services as they are introduced; and
- Supplementary Cardmembers will not be permitted to make any alteration to any of your information or details held unless you have provided us with your express consent for them to do so.

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**Third Party  
Consents**

Where you provide us with information relating to a third party (including Supplementary Cardmembers), or where you purchase goods and/or services on behalf of a third party, you confirm that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express and third parties as described in this privacy statement and that you have brought this privacy statement, and our Online Privacy Statement to their attention prior to providing their information to us. In respect of Supplementary Cardmembers, this may include the use of his or her details for our Group marketing purposes or disclosure for the purposes set out in detail in the "Credit Reference Agencies and Fraud Prevention" section below.

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**Marketing**

We and other companies within our Group may:

- have access to and use information about you and how you use your Account to identify goods and services in which you may be interested;
- market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to goods and services which are similar to any American Express accounts, products, and services which you hold that we think you may be interested in; and
- market other offers to you (by mail, email, telephone, SMS or via the internet) in relation to other products and services that we think you may be interested in.

If you wish to opt out of receiving marketing from us and other companies within our group at any time, we recommend you go to [americanexpress.co.uk](http://americanexpress.co.uk), log in, and update your privacy preferences. If you prefer, you can call us using the telephone number on the back of your card or write to us at the address below in the 'Query or Complaint' section of this privacy statement.

We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.

The information used to develop marketing lists may be obtained from:

- your application form;
- transactions made using your card with merchants; and;
- surveys and research (which may involve, where allowed, contacting you by mail, email, telephone, SMS or via the internet); and
- from external sources such as merchants or marketing organisations, to the extent permitted by law.

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**Credit Reference  
Agencies and  
Fraud Prevention**

We will exchange Personal Information with credit reference agencies. You agree that we may obtain Personal Information about you from these agencies, including where relevant, your spouse, and any business in which you are involved (including details of your directors or partners in business). For the purposes of this Agreement, you may be treated as financially linked to such persons ("financial associates") and you will be assessed with reference to their "associated records".

**When you apply**

If you are a director, we will seek confirmation from credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House. Credit reference agencies will record information about your business and its proprietors and may create a record of the name and address of your business and its proprietors if there is not one already.

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## During the lifetime of your Account

We will continue to make searches at credit reference agencies to assist in managing your Account and this will include looking at the associated records of your financial associates. These searches will not be seen or used by other organisations to assess your ability to obtain credit. We will also carry out further credit checks whilst any money is owed by you on your Account (including contacting your bank, building society or any referee approved by you).

We may tell credit reference agencies the current balance on your Account and we may tell them if you do not make payments when due. They will record this information on your personal and business credit files (as applicable) and it may be shared with other organisations for the purpose of assessing applications from you, and applications from any other party with a financial association with you, for credit or other facilities, for other risk management purposes and for preventing fraud and tracing debtors. Records shared with credit reference agencies remain on file for 6 years after they are closed whether settled by you or defaulted.

We will analyse Personal Information to assist in managing your Account and to prevent fraud or any other unlawful activity. We and other organisations may access and use your Personal Information to prevent fraud and money laundering, for example, when:

- checking details on applications for insurance, credit and credit related or other facilities;
- managing credit, credit related accounts or facilities, and insurance policies;
- recovering debt;
- checking details on applications, proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

For security, anti-fraud measures and regulatory purposes we may also share personal data about you, your Account and the details of any payments you make to us with third parties, such as with your bank, building society or payment card issuer and with local regulatory authorities.

You are entitled to access your personal records held by credit and fraud prevention agencies. If you wish to do this, or to receive details of the relevant UK fraud prevention and credit reference agencies, please write to us at the following address and we will supply the names and addresses of the agencies we have used: American Express Services Europe Ltd, New Accounts Dept (OCU), P.O. Box 149, Brighton BN88 1AH. Further information about how your Personal Information may be used by credit reference agencies and fraud prevention agencies is available upon request.

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### Electronic or telephone communications

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. You can find additional information about the information that we collect via electronic means in our Online Privacy Statement available at [americanexpress.co.uk](http://americanexpress.co.uk).

We may 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, to assist, where appropriate, in dispute resolution and to assist us in ensuring we comply with our legal obligations.

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### International Transfer of Data

Personal Information may be:

- processed outside the UK and EU including in the USA where our main operational data centre is located; and/or
- disclosed to or accessed in other countries outside the EU when you travel or make foreign purchases (by mail, email, telephone, or via the internet or other electronic means), and for the purpose of administering your Account.

In this case, we will take appropriate steps to ensure the same level of protection for your information in other countries outside the EU, including the USA, where data protection laws may not be as comprehensive as in the EU.

<b>Security</b>	We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately, completely and securely. The processing of your information will be performed by manual and automated means. In order to maintain the effectiveness and security of these systems, policies and procedures, we may also from time to time process your information for internal testing purposes.
<b>Retention of Information</b>	We keep Personal Information for the purposes described in this privacy statement for as long as is appropriate to fulfil our legal obligations in accordance with applicable law. If your Account is in default, and the balance remains unpaid or unsettled, in accordance with fair lending practices and our risk practices, this information may be retained by us for longer periods of time and may be considered if you choose to apply for American Express products in the future.
<b>Access to your Information</b>	You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your Personal Information please write to us at the address below in the 'Query or Complaint' section of this privacy statement, call us on the number on the back of your card, or you can contact us by our messaging centre via your online account. There may be a small charge for this, as permitted by law.
<b>Correction of Inaccurate Information</b>	We encourage you to check regularly that all your Account information held by us is accurate and up to date. If you believe that any information we hold about you is incorrect or incomplete you may ask us to correct or remove this information from our records. We recommend that you go to <a href="http://americanexpress.co.uk">americanexpress.co.uk</a> , log in, and update your personal information. If you prefer, you can write to us at the address below in the "Query or Complaint" part of this privacy statement. Any information which is found to be incorrect or incomplete will be corrected promptly.
<b>Changes to this privacy statement</b>	We may change any provision of this statement at any time. We may inform you of any such change in accordance with the section of the agreement governing use of your card which deals with changes.
<b>Query or Complaint</b>	In the event of any query or complaint in connection with the information we hold about you, please write to American Express Services Europe Limited, Dept. 2007, Upper Ground Floor, 1 John Street, Brighton, East Sussex, BN88 1NH.

## Costco TrueEarnings® American Express® Credit Card Benefits

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### Cashback Rewards Terms and Conditions

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**What is this document?** These Terms and Conditions govern the Cashback rewards programme (**Programme**) associated with your card account (**Card Account**) under which you earn cashback rewards (**Cashback Rewards**). When you sign the agreement for your Card Account (your **Card Account Agreement**), you agree to be bound by these Terms and Conditions.

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### About earning Cashback Rewards

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**How do you earn Cashback Rewards?** You will earn Cashback Rewards for eligible spending on your Card Account. Subject to the other Terms and Conditions set out below and any promotional offer we make, you will earn Cashback Rewards at the rate of:

- 3% for purchases at eligible restaurants (with no maximum annual Cashback Rewards amount);
- 2% for purchases at eligible travel retailers (with no maximum annual Cashback Rewards amount); and
- 1% for purchases other than at eligible restaurants and travel retailers, up to a maximum annual Cashback Rewards amount of £300.

Cashback Rewards are earned on every full pound spent on each purchase. The value of each purchase will be rounded down to the nearest pound before Cashback Rewards are calculated. Cashback Rewards amounts earned will also be rounded down to the nearest full pence. For example, if you make a purchase of £25.99 and Cashback Rewards are earned at the rate of 1%, you will accrue 25p of Cashback Rewards (£25.99 is rounded down to £25.00, and 1% of £25.00 is 25p).

**Which Card Account balances do not earn Cashback Rewards?** No Cashback Rewards will be earned on:

- interest, fees (including default fees), balance transfers, cash advances (including transactions treated as cash), loading of prepaid 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 or other types of credit.

Note that if Cashback Rewards are earned on a transaction that is later refunded, those Cashback Rewards will be lost.

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### About paying you Cashback Rewards

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**How do we pay Cashback Rewards?** Your Cashback Rewards will be paid to you in the form of a Costco voucher (sent with your Card Account statement) redeemable for goods, services or cash in any UK Costco warehouse.

Cashback Rewards will be paid to you in the month following your card anniversary date on the purchases made during the preceding 12 months.

Note that if you have changed the payment due date under your Card Account Agreement, this may affect when Cashback Rewards will be paid to you.

If you have not earned at least £1 of Cashback Rewards, you will not receive a Costco voucher and your Cashback Rewards will be forfeited.

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### When you might lose Cashback Rewards you have earned

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**Losing your Cashback Rewards** All the Cashback Rewards earned will be forfeited if you miss two consecutive monthly payments on your Card Account.

	You will start earning Cashback Rewards again when payments to your Card Account are up to date.
<b>What happens if you close your Card Account?</b>	If you close your Card Account you will lose the Cashback Rewards that have been earned but not yet been paid to you by way of Costco voucher.
<b>What happens if we close your Card Account?</b>	If we close your Card Account in accordance with the Card Account Agreement, you will lose the Cashback Rewards that have been earned but not yet been paid to you by way of Costco voucher.
<b>Other important information</b>	
<b>Changes to these Terms and Conditions</b>	<p>We may change these Terms and Conditions, including the rate at which you earn Cashback Rewards, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.</p> <p>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.</p> <p>We will give you notice by statement message, post, email or other form of electronic communication.</p>
<b>Withdrawing you from the Programme or ending the Programme</b>	<p>We will withdraw you from the Programme if we close your Card Account in accordance with the Card Account Agreement.</p> <p>We may also withdraw you from the Programme or end the Programme 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 switching you to a different type of card in accordance with the Card Account Agreement and/or replacing these Terms and Conditions with a new set of Terms and Conditions that provide and cover different benefits.</p>
<b>Fraud and Abuse of the Programme</b>	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 withdrawing you from the Programme and/or closing your Card Account and/or forfeiting your Cashback Rewards.
<b>Claims against rewards providers</b>	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.
<b>Language and governing law</b>	<p>These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.</p> <p>These Terms and Conditions and all dealings between us before these Terms and Conditions apply are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>