# PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information)

#### 1. Contact details

# Creditor.

American Express Services Europe Limited.

Address.

Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK.

Credit intermediary.

Your credit agreement may have been recommended or made available to you by 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 of The Workstation, Paternoster Row, Sheffield S1 2BX.

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

compareandsave.com operated by Freedom Marketing Limited , 5 Beacon End Courtyard, London Road, Stanway, Essex CO3 0NU

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

British Airways plc of Waterside, Speedbird Way, Harmondsworth UB7 0GB (registered in England with number 177777) may have acted as a credit intermediary in relation to this Agreement. Our co-branded partner has an exclusive referral arrangement with us.

# 2. Key features of the credit product

The type of credit

The total amount of credit.

This means the amount of credit to be provided under the proposed credit agreement or the credit limit.

We will set your credit limit from time to time based on our assessment of your circumstances and we can adjust it (up or down) at any time. We will tell you what it is when you first receive your card and then when we send you details of a new credit limit.

How and when credit would be provided.

You may use the card to make purchases (i.e. pay for goods or services), balance transfers (if we tell you they are available), cash advances (if you have enrolled) and other types of transactions we may allow you to make using the card.

The duration of the credit agreement.

It is open ended and has no fixed duration. It will continue until you or we close the account in accordance with the terms of the Agreement.

Repayments.

The minimum payment you must pay us each month is the highest of (1) £25 (or the total amount owing if less); or

(2) any interest, default fees, repayment protection insurance and 1/12th of any annual fees or the full

BA Premium Plus 29Q & 29R- 09/14

monthly fee (if applicable to the product you hold) plus 2% of the remaining balance. Then we round up to the nearest pound.

Your repayments will pay off what you owe in the following order.

We apply payment first to the balance with the highest interest rate and then to balances with 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.

The total amount you will have to pay

This means the amount you have borrowed plus interest and other costs.

The Total Amount Payable is a notional figure calculated on a set of assumptions which are prescribed by law about how you use the Account. On the basis of these assumptions the total amount payable would be  $\pounds1,468.86$ .

This amount is based on the following assumed example:

• On the first day of the agreement any annual membership fee is applied to your account and is paid by you that day.

• You make a purchase of £1,200 on the same day and you do not make any further purchases or other transactions.

• your payment due date falls at equally monthly intervals starting 1 month after the first day of the Agreement;

• 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;

• you do not incur any other fees or charges;

• no changes are made to the interest rate or charges.

## 3. Costs of the credit

The rates of interest which apply to the credit agreement.

Interest on all balances that result from purchases and all other transactions except cash advances, balance transfers, and the interest charged on those non-purchase balances (called **standard rate transactions**) is charged at the standard rate of 19.9% per annum. Interest on all balances that result from cash advances (including gambling transactions and other transactions we have told you we treat as cash) is charged at the rate of 27.9% per annum. 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 is charged at the rate of 19.9% per annum. We do not charge interest on standard rate transactions if you pay off the full outstanding balance shown on your statement on both the current and previous statements.

We may, at any time, reduce the interest rate on any individual or types of transactions incurred during a promotional period (called a *promotional transaction*). We will tell you about the transactions it will apply to, the interest rate that will apply and the length it will apply for. At the end of any promotional rate period, interest will be charged at the rate normally applicable to such transactions.

We convert the annual rates into a daily rate to calculate interest payable each month and we charge it on the average daily balance for each different type of transaction.

We may change any of the above standard rates of interest for a number of valid reasons set out in our agreement, where we are upgrading or downgrading your account, or for any unspecified valid reason provided you can end the agreement without charge. We will give you at least 30 days' advance personal notice of all changes, unless the change is not to your disadvantage or you have told us you would like to upgrade or downgrade. In this case, we will still give you personal notice but we may make the change more quickly.

We will tell you about changes by putting messages in or on your statement, or sending you a separate

written notice by post or electronically (which includes posting them on an American Express website americanexpress.co.uk, through links provided on a statement or other notice, email, text messages or similar or any combination of these or other means). We reserve the right not to apply a promotional interest rate (or to remove it) if you are in default of this Agreement.

Annual Percentage Rate of Charge (APR).

This is the total cost expressed as an annual percentage of the total amount of credit.

The APR is there to help you compare different offers.

56.4% APR. The APR is calculated using the following assumptions:

• On the first day of the agreement any annual membership fee is applied to your account and is paid by you that day.

• You make a purchase of £1,200 on the same day and you do not make any further purchases or other transactions.

• your payment due date falls at equally monthly intervals starting 1 month after the first day of the Agreement;

• 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;

• you do not incur any other fees or charges;

• no changes are made to the interest rate or charges and no promotional rate applies

Using this agreement to make different transactions and making payments in a different way may result in a higher APR.

## Related Costs

Any other costs deriving from the credit agreement.

• A membership fee of £150 is payable annually at the beginning of each membership year. If this fee is £0, a dormancy fee of £20 is payable for each 12 months period during which there is no movement on your account and the account balance is less than £4 or your account is in credit.

• A returned payment fee of £12 is payable if any payment to your account is not honoured by your financial institution when first presented for any reason.

• An over limit fee of £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 that month).

• A cash advance fee of £3 or 3% of the amount of any cash advance (whichever is the greater) is payable for each cash advance you make.

• A balance transfer fee of 3% of the balance transferred is payable for each balance transfer processed to your account (subject to any promotional offers we make).

• A statement copy fee of £2 is payable for each additional copy of a statement you request, or if you have enrolled in online statements, if you request a paper copy.

• A charge record copy fee of £3 is payable for each request of a record relating to charges applied to your account.

• A non-sterling transaction fee of 2.99% of the converted Pounds Sterling amount is payable for non-Sterling transactions.

Conditions under which the above charges can be changed.

We may change the fees payable (including introducing new fees or when or how we calculate or apply fees) for a number of valid reasons set out in our agreement, where we are upgrading or downgrading your account, or for any unspecified valid reason provided you can end the agreement without charge. We will give you at least 30 days' advance personal notice of all changes, unless the change is not to your disadvantage or you have told us you would like to upgrade or downgrade. In this case, we will still give you personal notice but we may make the change more quickly.

We will tell you about changes by putting messages in or on your statement, or sending you a separate written notice by post or electronically (which includes posting them on an American Express website americanexpress.co.uk, through links provided on a statement or other notice, email, text messages or similar or any combination of these or other means).

Costs in the case of late payments.

A late payment fee of £12 is payable each time you do not pay your minimum payment by the payment due date. You will be charged interest as set out in the section above entitled 'The rates of interest which apply to the credit agreement'. You will also have to pay all reasonable costs, including legal advisers' fees, that we incur in collecting amounts you owe.

Consequences of missing payments.

Missing payments 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.

## 4. Other important legal aspects

Right of withdrawal.

If you proceed with your application for a card, you will have a right to withdraw from your credit card agreement. The withdrawal period starts on the date of your agreement and ends 14 days after the day after you receive your card.

Early repayment.

At any time, you have the right to repay the credit in full or partially.

Consultation with a Credit Reference Agency.

We will inform you if your application has been unsuccessful on the basis of a consultation with a credit reference agency and we will tell you (without charge) the name and contact details for that agency.

Right to a draft credit agreement.

You may ask for a draft copy of the credit agreement by contacting us and we will supply this to you free of charge, unless we are unwilling at the time of the request to proceed to the conclusion of the credit agreement.

The period of time during which the creditor is bound by the pre-contractual information.

This information sets out the terms for an agreement that we could offer you today. We cannot guarantee that the terms would be exactly the same if you applied for a credit card on a different date.

# 5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor

Registration number.

Registered in England and Wales with Company number 1833139. Our Financial Conduct Authority firm reference number is 415532.

The supervisory authority.

The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

#### (b) concerning the credit agreement

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract.

The laws of England and Wales.

The law applicable to the credit agreement and/or the competent court.

The laws of England and Wales. The courts of England shall have non-exclusive jurisdiction over all parties to the agreement.

Language to be used in connection with your agreement.

Information and the contractual terms will be in English. We will communicate with you in English.

#### (c) concerning redress

Access to out-of-court complaint and redress mechanism.

If you are unable to resolve a 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 your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or by calling 0800 023 4567 or +44 (0)20 7964 0500 if you are calling from abroad, or online at

enquiries@financial-ombudsman.org.uk. If you are a business customer you may have a right to refer it to the Financial Ombudsman Service.

5

#### Additional Explanations about your credit agreement

#### BEFORE YOU APPLY FOR THIS CREDIT PRODUCT PLEASE READ

We'd like to explain some of the key things you need to know about your credit card product before you sign your credit agreement.

Please also read the Pre-Contract Credit Information document (known as the SECCI) we have provided to you.

If you have any questions or would like further information about your agreement, please go to our website (americanexpress.co.uk) or contact us on 01273 696933.

#### Examples of some of the types of use for which a credit card is not suitable

Your credit card is not intended for long-term borrowing or for funding other forms of longterm borrowing commitments such as mortgage loan repayments or personal loan repayments. We recommend that you do not apply for a credit card if you are experiencing financial difficulties.

Please note that your credit card product is a variable rate product. If you prefer a fixed rate product, do not apply for this product.

#### The amount you need to repay

The minimum amount you must pay each month will be shown on your monthly statement and will be the highest of the following amounts (i) £25 (or the total amount owing if less); or (ii) any interest, default fees, repayment protection insurance, and 1/12th of any annual fees or the full monthly fee (if applicable to the product you hold) plus 2% of the remaining balance.

You can always pay more than the minimum payment. If you only pay the minimum balance, it will cost you more overall and will take you longer to clear your balance. When you make a payment to your account, we apply the payment to balances bearing the highest borrowing rate first. The borrowing rates vary dependent on the type of transaction – for example cash advances cost more than purchases.

# Certain features of your credit card agreement which could have an adverse impact on you

It may cost you more to use your card in some ways than others. For example, if you withdraw cash, the interest rate may be higher and you will have to pay a fee of 3%. If you use your card to pay for something in a foreign currency, you will have to pay a non-sterling transaction fee of 2.99%. If you make a balance transfer, you will have to pay a fee of up to 3%.

The card has an annual card membership fee of £150.

We may increase the interest rates, fees and charges on your account in various circumstances, for example if there is a change in your circumstances or an increase in our costs.

#### Consequences of missing payments

If you fail to keep up your repayments in accordance with your credit card agreement the following consequences could arise:

- you will be liable for a Late Payment Fee of £12 and we will continue to charge interest on your balance, so the total cost of your debt may grow;
- (ii) you will lose the benefit of any promotional interest rate;

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- (iii) your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;
- (iv) legal action may be taken against you to recover amounts owing and you may have to pay any associated legal costs;
- (v) an application may be made to declare you bankrupt;
  - (vi) if we have the benefit of a charging order, we may then seek an order for sale which could mean that your home or your property may be repossessed.

#### Your right of withdrawal

If you proceed with your application for a card, you will have a right to withdraw from your credit card agreement if you change your mind. The withdrawal period starts on the date you sign your agreement and ends 14 days after the day after you receive your card.

To withdraw from your agreement you must call us on the number on the back of your card or write to us at American Express UK, Cardmember Services, Amex House, Edward Street, Brighton, East Sussex BN88 1AH. You will need to repay the full outstanding balance due on your card within 30 calendar days of giving notice of withdrawal. You can make a payment by telephone or by post.