

Your American Express® Account Agreement



CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

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

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

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

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

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

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

Agreement means this agreement with you;

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

Card means the American Express Charge Card or other account access device we issue for the purpose of accessing your *charge card account*;

Cardmember means the person specified on the *application form* who is the debtor on the *flexselect account*;

Cash advances means any cash withdrawal or any gambling transaction made using your *card*;

Charge card account means the account we maintain in relation to the *card* excluding your *flexselect account*;

Code means PINs, telephone codes, online passwords and any other code used on your *charge card account*;

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

Flexselect account means any account we maintain in relation to the flexselect facility;

Flexselect valid transaction means all and any payments (excluding *cash advances*) made using a *card* or otherwise charged to your *charge card account* over the amount of £100 or such other threshold we may notify you of in accordance with the 'Changes' section of this *agreement*, and includes all other amounts you have agreed to pay us or are liable for under this *agreement*;

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

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

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

Statement means the combined charge card and flexselect statements sent by us to you in respect of your *charge card account* and your *flexselect account*; and

Supplementary cardholder is a person to whom we issue a *card* on your *charge card account*.

Please read this *agreement* thoroughly and keep it for your reference. The credit under this *agreement* is provided when your *card* is used for *flexselect valid transactions*.

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

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

1. THE PARTIES TO THE AGREEMENT

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

KEY FINANCIAL INFORMATION

2. CREDIT LIMIT

2.1 When your application for your *flexselect account* is approved and your *flexselect account* is opened, we will tell you your *credit limit* based on our assessment of your circumstances. Your *credit limit* is the maximum amount which can be outstanding at any time on your *flexselect account*.

- 2.2 You agree to manage your *flexselect account* so that the outstanding balance on your *flexselect account* does not exceed the *credit limit*. However, we may approve *flexselect valid transactions* that result in your balance exceeding your *credit limit*. This does not constitute an increase in your *credit limit*. A *flexselect valid transaction* which results in you exceeding your *credit limit* will be charged to your *charge card account*.
- 2.3 You may request, and we may agree, at our discretion and subject to you providing the information we request, to increase your *credit limit* at any time. You may request, and we will agree to reduce your *credit limit* at any time.
- 2.4 We may change your *credit limit* at any time depending on our assessment of your *flexselect account* or your circumstances and we will tell you about these changes by writing to you. Where we increase your *credit limit* we will give you at least 30 days prior written notice before we make the increase, unless you requested the increase in which case it can be made immediately. You may request that there be no further increases in the *credit limit* at any time, and you may reject a *credit limit* increase offered to you through our website americanexpress.co.uk or by calling us (this includes telling us not to change your *credit limit* if we have told you that we are increasing it).

3. MINIMUM PAYMENTS

- 3.1 You agree to pay us at least the minimum payment in respect of your *flexselect account* requested by the due date shown on the *flexselect account* section of your *statement*. If we request you also agree to pay us any *over limit* and other overdue amounts immediately.
- 3.2 If you do not receive a *statement* in any month, for example as a result of postal delay or interruption, you should contact us to check what minimum payment for your *flexselect account* is due and the due date.
- 3.3 Payments must be made monthly. The minimum amount you must pay us each month will be the greater of:
- (a) £5 (or the total amount owing if less); and
 - (b) any interest, default fees, repayment protection insurance, overdue amounts plus 2% of the remaining balance.

Failure to pay is a material breach of this agreement.

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

4. TOTAL AMOUNT PAYABLE AND ANNUAL PERCENTAGE RATE

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

OTHER FINANCIAL INFORMATION

5. INTEREST RATES

- 5.1 Subject to any promotional rate notified to you from time to time, we will charge interest on all balances that result from *flexselect valid transactions*, at the standard rate of 1.53% per month, 19.9% per annum on a daily basis on the amount you owe in respect of the *flexselect valid transactions* from the date the *flexselect valid transaction* is applied to your *account* until the amount is fully repaid to us.
- 5.2 We will not charge any interest on any *flexselect valid transaction*, if the whole amount you owe on your *flexselect account* is fully repaid to us within 25 days of the statement date. If you do not pay the full amount that you owe within 25 days of the statement date, we will charge interest on the amount of each *flexselect valid transaction* from the date of the *flexselect valid transaction* is added to your *flexselect account* until the balance is repaid. Interest is charged on a daily basis.
- 5.3 We may change the above standard rate of interest in accordance with the 'Changes' section of this *agreement*.
- 5.4 We may, at any time, reduce the interest rate on any *flexselect valid transaction* or any particular class of *flexselect valid transactions*, incurred during a promotional period. We will tell you about such interest reductions and the length of the promotional period. If such a reduction takes place, we will charge interest on the outstanding amount in respect of any relevant promotional *flexselect valid transaction* at the reduced rate during the promotional period and then at the normal rate when the promotional period has come to an end. We reserve the right not to apply reduced interest rates on any promotional *flexselect valid transaction* if you do not keep to the terms of this *agreement* including if you do not pay the minimum amount each month in accordance with the 'Minimum Payments' section of this *agreement*.

6. FEES

- 6.1 The fees that apply to your *flexselect account* are set out below. You agree to pay these fees and you consent to us charging them to your *flexselect account* when due.
- 6.2 No annual fee will be payable for the running of your *flexselect account*.

- 6.3 We may change the circumstances in which any of the fees on your *flexselect account* are charged, the amount of those fees and introduce additional fees in accordance with the 'Changes' section of this *agreement*.

KEY INFORMATION

7. DEFAULT AND OTHER CHARGES

- 7.1 The default and other charges that apply to your *flexselect account* are set out below. You agree to pay these charges and you consent to us charging them to your *flexselect account* when due.
- 7.2 A Late Payment Fee of £12 is payable each month if we have not received the minimum payment within 30 days of the *statement* date.
- 7.3 A Dishonoured Payment Fee of £12 is payable if any payment to your *flexselect account* is not honoured by your financial institution when first presented for any reason. You will also be liable to pay us for all reasonable costs incurred by us or our agents including legal advisers in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.
- 7.4 A *Statement Copy Fee* of £2 is payable if you request copies of *statements*, for each copy provided, or if you have elected to receive electronic *statements*, you request any paper *statement* copies.
- 7.5 A Charge Record Copy Fee of £3 is payable if you request copies of records relating to a charge applied to your *account*, for each copy provided.
- 7.6 If you approve a *flexselect valid transaction* in a currency other than Pounds Sterling, we will apply a currency conversion rate to the *flexselect valid transaction*, increased by 2.99%. Please see the charges made in the 'Foreign Currencies' section of your *charge card agreement*.
- 7.7 We may change the circumstances in which any of the fees on your *flexselect account* are charged, the amount of those fees and introduce additional fees in accordance with the 'Changes' section of this *agreement*.

8. THEFT, LOSS OR MISUSE OF THE CARD

- 8.1 You must tell us immediately by telephone at 01273 696933 if:
- (i) a *card* is lost or stolen;
 - (ii) where you know, a *card* or *replacement card* has not been received;
 - (iii) you suspect that someone else learns a *PIN* or other *code*;
 - (iv) you suspect that your *account* is being misused or a *flexselect valid transaction* has not been approved;
 - (v) you suspect that a *flexselect valid transaction* has been processed incorrectly;
 - (vi) your *card* is used for a contactless *flexselect valid transaction* without your authorisation; or
 - (vii) you discover, after reviewing your *statement*, that a *recurring transaction* has been charged to your *flexselect account* which you have previously requested the merchant to cancel.
- 8.2 If you notify under section 8.1 we will cancel the *card* and a *replacement card* will be issued. If a *card* that you have reported lost or stolen is later found, you must destroy it and wait for a *replacement card*.
- 8.3 You will not be responsible for any *flexselect valid transactions* or any associated interest or charges where the *card* is stolen, lost or misused before you receive it.
- 8.4 You will not be responsible for *flexselect valid transactions* or any associated interest or charges where you or a *supplementary cardholder* have not allowed someone else to use the *card*, *card* details, *PIN* or other *code*. If you or a *supplementary cardholder* do allow someone else to use the *card*, *card* details, *PIN* or other *code* you may be responsible for all those *flexselect valid transactions* which occur before you tell us you suspect your *flexselect account* is being misused and any associated interest or charges. If you have acted dishonestly, you may be responsible for all *flexselect valid transactions* and any associated interest or charges.
- 8.5 You agree and will procure that any *supplementary cardmembers* also agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and any *supplementary cardmembers* also agree that we may provide information to the authorities.
- 8.6 If there are errors in a *flexselect valid transaction* and this is our fault, we may reverse the *flexselect valid transaction* and restore your *flexselect account* as if the *transaction* had not taken place. We reserve the right to resubmit the correct *flexselect valid transaction* amount.
- 8.7 If upon contacting us, you wish to dispute a *flexselect valid transaction*, we will initiate an inquiry and may suspend the *flexselect valid transaction* on your *account*. Once investigations are complete, we will adjust your *account* accordingly.

9. YOUR RIGHT TO WITHDRAW

- 9.1 You have a right to withdraw from this *agreement*, without giving a reason, by calling us on 01273 696933 or by writing to us (American Express UK, Department 871, Amex House, Edward Street, Brighton, East Sussex BN88 1AH) stating your name, address and *flexselect account* number and informing us that you wish to withdraw from the *agreement*. Your right to withdraw starts on the date of your *agreement* and ends 14 days after the later of the day after you receive your copy of your *agreement* and the day we notify you of your *credit limit*.

- 9.2 Once you have contacted us to withdraw, you must pay back any outstanding balance on your *flexselect account* without delay and within 30 days. No interest will apply during this period. You must make repayment in accordance with the 'Payments' section of this *agreement*. If you do not repay us within 30 days we may charge interest in line with the terms of this *agreement* until the date of repayment. You can contact us for details of what interest will be payable. If you do not exercise this right within the period above, you will lose your right to withdraw from this *agreement* under this provision.

10. CARDMEMBER DECLARATION

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

By signing below:

- you agree to the terms of this *agreement*, upon which we intend to rely;
- you confirm that the information you have given in the *application form* and this *agreement* is true and correct;
- you confirm that you are (and any *supplementary cardmember* is) over 18 years of age;
- you agree that you will be liable for all *flexselect valid transactions* incurred on any *supplementary cards* issued on your *charge card account* in accordance with this *agreement*
- you understand that AMEX may decline to give you a Flexselect facility at its sole discretion.

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

Signature(s)
of Borrower(s)

Date(s) of signature(s)

Authorised by AMEX

Date

(This is the date of this Agreement)

11. THE FLEXSELECT ACCOUNT

- 11.1 Your *flexselect account* may only be used in conjunction with your *charge card account*. In addition to the obligations set out in this *agreement*, you must also comply with all your obligations contained in your *charge card account* terms and conditions. In particular, please refer to the following sections in your *charge card account* terms and conditions which regulate the use of the *card* and *charge card account*:

- (i) Section 2 – 'Use Of The Account, Card and Codes';
- (ii) Section 3 – 'Permitted Uses';
- (iii) Section 4 – 'Prohibited Uses';
- (iv) Section 5 – 'Statements' (all provisions not contained in this *agreement*);
- (v) Section 8 – 'Liability for Payment';
- (vi) Section 10 – 'Card is Our Property';
- (vii) Section 11 – 'Payments' (all provisions not contained in this *agreement*);
- (viii) Section 13 – 'Charges Made in Foreign Currencies';
- (ix) Section 15 – 'Recurring Charges';
- (x) Section 28 – 'Communicating With You';
- (xi) Section 31 – 'Assignment of Claims'

- 11.2 We will operate your *flexselect account* and, subject to your *credit limit*, charge each and every *flexselect valid transaction* made on your *card* to your *flexselect account* on the date the *flexselect valid transaction* is applied.

12. STATEMENTS

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

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

- 12.3 If you enrol in online statements you agree:
- (i) that we may stop sending paper *statements* and that we may send the *statement* by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links, or any combination of these or other means and you agree that it is your responsibility to access all such *statements*; and
 - (ii) to comply with any additional terms and conditions that we provide to you when you enrol.
- 12.4 You agree we may send you notices, including notices of variation of this *agreement* with your *statement* (whether online or paper copy).
- 13. PAYMENTS**
- 13.1 Payments may be made by any of the methods set out in your *statement* in accordance with any instructions and requirement that are set out in the *statement* or that we inform you of.
- 13.2 You must pay us in Pounds Sterling. If a payment to your *flexselect account* exceeds your outstanding balance, any surplus amount will be applied to reduce any balance on your *charge card account*. A payment made to your *flexselect account* does not relieve you of your obligation to make payment on your *charge card account* in accordance with the *charge card account* section of your *statement*.
- 13.3 Payments will be credited to your *flexselect account* when received, cleared and processed. Any time periods that we may provide are estimates only and are dependent on the payment system and service provider you choose to make the payment.
- 13.4 Please make sure that you allow sufficient time for us to receive, clear and process payments by the payment due date even if the payment due date falls on a weekend or public holiday. This includes mailing time for payments sent by mail and processing time for payments made using payment services offered by participating financial institutions which you should check with the financial institution.
- 13.5 If you choose to pay by direct debit, you must comply with any additional terms and conditions that we provide to you at enrolment. Third parties involved in the sending or processing of payments such as postal authorities or financial institutions are not our agents and their receipt of a payment will not be considered a payment received by us.
- 13.6 We are not obligated to accept payments that do not conform to our requirements. If we accept payments that do not conform to our requirements, the payment may be delayed and will not be credited to your *flexselect account* until it is converted into the required form. We may charge your *flexselect account* for any reasonable costs we incur and we may impose additional charges for converting payment including any currency conversion cost incurred by us.
- 13.7 If we accept late or partial payments or any payment described by you as being in full or in settlement of a dispute, we will not lose any of our rights under this *agreement* or the law including the right to recover the full balance owing.
- 13.8 Payments to us for your *flexselect account* must be sent separately from payments for any other *flexselect account*. If multiple payments are sent together or if you do not clearly designate your *flexselect account* to be paid, we may apply payments to any *flexselect account* at our sole discretion.
- 13.9 Although we may credit your *flexselect account* with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.
- 13.10 If you do not make your payment as required or if there is a dishonoured payment, we may consider your *flexselect account* in default under the 'Default and Consequences of Default' section of this *agreement*.
- 14. ALLOCATION OF YOUR PAYMENTS**
- 14.1 We will apply payments to balances bearing the highest interest rate first. In applying this principle, we will first apply payments to amounts that have appeared on your monthly *statement*, and we may secondly, apply payments to amounts that have not yet appeared on your monthly *statement*.
- 14.2 Where you make a combined payment with a payment due on your *charge card*, we will apply the payment to your *charge card* balance first before applying to your *flexselect account*.
- 15. FLEXSELECT VALID TRANSACTION APPROVAL**
- 15.1 We may require *flexselect valid transactions* to be approved by us before they are accepted by a merchant.
- 15.2 Even though your *flexselect account* may not be in default, we may refuse any request for approval of a *flexselect valid transaction* on reasonable grounds including where we suspect unauthorised, improper and/or fraudulent use, due to technical difficulties, fraud, your inability to pay your *flexselect account* in full and on time, late payment problems reported by the credit reference agency or if the use of the *card* is prohibited and/or other related reasons. We may do so by the merchant or through the terminal or website on which the *card* is used. Where possible, we will provide you, at your request, our reasons for any refusal for approval. You may contact us on 01273 696933, or via our website, americanexpress.co.uk
- 15.3 In some cases, a merchant may approve a *flexselect valid transaction* in advance and your available *credit limit* will be reduced by the amount of the authorisation. For example, when you rent a car, the merchant may initially approve the full amount of the proposed car rental charge. This means that your available credit will be reduced by that amount, which may restrict your ability to make further transactions.

16. PRIVACY

Information collected

- 16.1 The information we collect about you relates to:
- (i) information obtained through the *account* application form;
 - (ii) information obtained through reference checks;
 - (iii) information obtained from *transactions* made using the *card* with *merchants* or *ATM* operators; and
 - (iv) information that we may collect from you for the purposes of managing your *account*.
- 16.2 If you register for online services, there are separate terms and conditions about how we collect and use information about you in that context.

Information disclosed

- 16.3 We will disclose information about you, the application for the *card*, your *flexselect account* and *flexselect valid transactions* on it (which may include details of goods and/or services purchased) to:
- (i) companies within the American Express group of companies (our *group*) including worldwide and third party organisations who issue the *card* or process *flexselect valid transactions* on behalf of merchants (worldwide);
 - (ii) companies who distribute the *card*;
 - (iii) any other party whose name or logo appears on the *card* issued to you;
 - (iv) any party approved by you;
 - (v) our processors and suppliers; and
 - (vi) organisations who accept the *card* in payment for goods and/or services purchased by you.
- 16.4 We may also obtain information about you from these parties.

Use of information

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

Third party consents

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

Marketing

- 16.9 We, other companies within our group, third party organisations who issue the *card*, companies who distribute the *card* or processors and other companies specifically selected by us will:
- (i) have access to and use information about you and how you use your *flexselect account* to develop lists of goods and services in which you may be interested; and
 - (ii) communicate with you (by mail, email, telephone, SMS or via the internet) in connection with similar goods and services in which you may be interested.
- 16.10 If you wish to opt-out of marketing at any time, please write to us at the address below in the "Query or Complaint" part of this section of the *agreement*.
- 16.11 The information used to develop these lists may be obtained from:
- (i) the application form and process;
 - (ii) information on where you use and what *flexselect valid transactions* are on the *card*;
 - (iii) surveys and research (which may involve contacting you by mail, email, telephone, SMS or via the internet) and from information obtained from external sources such as merchants or marketing organisations, to the greatest extent permitted by law.
- 16.12 We may make other offers to you (by mail, email, telephone, SMS or via the internet) of products and services in which you may be interested. If you wish to opt-out of such communications, please write to us at the address below in the "Query or Complaint" part of this section of the *agreement*.

Credit reference agencies and prevention of fraud

- 16.13 We will exchange information about you and your *flexselect account* with credit reference agencies. If you owe us money and do not repay in full or on time, we may tell credit reference agencies who will record the outstanding debt. This information may be shared with other organisations in assessing applications from you and applications from any other

party with a financial association with you for credit or other facilities and for preventing fraud and tracing debtors.

- 16.14 We will carry out credit checks whilst any money is owed by you on your *flexselect account* (including contacting your bank, building society or any referee approved by you) and disclose information about you and your *flexselect account* to collection agencies and lawyers for the purpose of collecting debts on your *flexselect account*.
- 16.15 We will carry out further credit checks, including at credit reference agencies, and analyse information about you and *flexselect valid transactions* on your *flexselect account* to assist in managing your *flexselect account*, consent to *flexselect valid transactions* on it and to prevent fraud or any other unlawful activity. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.
- 16.16 We will check your details with fraud prevention agencies. If false or inaccurate information is provided and we suspect any unlawful activity such as fraud or fraud is identified, this will be recorded, and we may pass details to fraud prevention agencies. Law enforcement agencies may access and use this information.
- 16.17 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- (i) checking details on applications for insurance, credit and credit related or other facilities;
 - (ii) managing credit, credit related accounts or facilities, and insurance policies;
 - (iii) recovering debt;
 - (iv) checking details on applications, proposals and claims for all types of insurance; or
 - (v) checking details of job applicants and employees.
- 16.18 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 16.19 You are entitled to access your personal records held by credit and fraud prevention agencies.
- 16.20 If you wish to do this, or to receive details of the relevant UK fraud prevention and credit reference agencies, please write to us at the following address and we will supply the names and addresses of the agencies we have used: American Express Services Europe Ltd, New Accounts Dept (OCU), P.O Box 149, Brighton BN88 1AH.

Electronic or telephone communications

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

Transfer of your data out of the UK and EU

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

Supplementary cardmembers

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

Security

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

Retention of information

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

Access to your information

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

Correction of inaccurate information

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

Changes to our privacy policy

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

Query or complaint

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

17. CHANGES

17.1 We may change the interest rates and/or fees payable under this *agreement*, including by introducing a new type of fee or charge or the circumstances in which they are payable:

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

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

17.2 We may make changes to the services we provide to you, for example to reflect the introduction or development of new systems, methods of operation, service or facilities if we reasonably consider this would not be to your disadvantage and there is no increased cost to you.

17.3 We may also change any of the other terms of this *agreement* for any of the following reasons:

- (i) where we reasonably consider that:
 - (a) the change would make the terms easier to understand or fairer to you; or
 - (b) the change would not be to your disadvantage; or
- (ii) to make reasonable changes to the way we look after your *flexselect account* as a result of changes in:
 - (a) the banking or financial system;
 - (b) technology; or
 - (c) the systems we use to run our business; or
- (iii) as a result of a legal or regulatory requirement (or where we reasonably expect that there will be a change in a legal or regulatory requirement); or
- (iv) to ensure that our business is run prudently.

17.4 As long as you are able to end the *agreement* without charge under this *agreement*, we may change any of the terms of this *agreement* (including interest rates and our fees) for any valid reason not listed above.

17.5 We will give you at least 30 days' advance personal notice of all changes, unless the change is to your advantage or not to your disadvantage (for example when we reduce your interest rate). In this case, we will still give you personal notice but we may make the change more quickly. We will tell you about changes by putting messages in or on your monthly *statement*, or sending you a separate written notice by post or electronically (which includes posting them on an American Express website 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).

17.6 We will tell you when changes will come into effect. If you do not want to continue the *agreement* with the change, you must notify us to end the *agreement* as set out in 'Closing your Account' section of this *agreement* but the changes will still come into effect except as set out in condition 17.7.

17.7 You have the right to opt out of an interest rate increase and continue to make payments at the existing interest rate. Please note if you elect to do this, your *card* will be cancelled with immediate effect and you will have to pay off the balance as set out in this *agreement*. If you wish to take up this option, you must let us know within 60 days of us providing notice of the interest rate increase to you.

17.8 If we have made a major change or a lot of minor changes in any one year, we may provide to you an updated copy of this *agreement* or a summary of the changes.

18. ASSIGNMENT

18.1 We may assign, transfer or sell our rights, benefits or obligations under this *agreement* (including, without limitation, our duty to lend to you) at any time to an American Express *affiliate* or to a third party. We may do this without giving you notice beforehand. Your rights under this *agreement* and your legal rights (including those under the Consumer Credit Act 1974) will not be affected.

18.2 If we do so, or intend to do so, you agree and will procure that any *supplementary cardholder* also agree that we can give information about you and any *supplementary cardmembers* and your *flexselect account* to the *affiliate* as third party.

18.3 You are not entitled to transfer all or part of your rights or obligations under this *agreement* to a third party.

19. SEVERABILITY

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

20. SUSPENSION

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

20.2 This *agreement* will continue and you will still be responsible for all *flexselect valid transactions* on your *flexselect account* and for complying with the terms and conditions of this *agreement*.

20.3 We will re-instate your right to use your *flexselect account* if the reasons mentioned in this section for stopping you from using your *flexselect account* are no longer present. You may contact us and notify us of the reasons for the block no longer existing via our website, americanexpress.co.uk or by phone on the number shown on the back of your *card*.

21. DEFAULT AND CONSEQUENCES OF DEFAULT

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

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

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

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

21.5 A number of consequences may arise should you fail to make payment in accordance with this *agreement*. For example:

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

22. CLOSING YOUR ACCOUNT

22.1 You may end this *agreement* at any time by giving us notice by telephone or in writing.

22.2 If you close your *chargecard account* we will take this as notice that you wish to close your *flexselect account*.

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

- (i) pay off all amounts owing on your *flexselect account*;
- (ii) stop use of your *flexselect account*; and

(iii) instruct merchants to stop all *recurring transactions* being debited from your *account*.

22.4 We will only close your *flexselect account*, and this *agreement* will only end, when you have paid off all amounts you owe us.

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

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

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

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

22.7 You will continue to be responsible for all *flexselect valid transactions* made using your *flexselect account* until you have paid off all amounts you owe us and your *flexselect account* is no longer used.

23. NO WAIVER OF OUR RIGHTS

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

24. DEATH OR BANKRUPTCY

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

25. COMPLAINTS AND PROBLEMS WITH GOODS OR SERVICES PURCHASED

25.1 If you have a complaint or problem with a merchant or any goods and services charged to your *account*, you must still pay all transactions on your *account* except as set out in this *agreement*.

25.2 If you have any complaints about your *account* or the service you have received, please contact Executive Customer Relations Department at American Express, Department 333, Amex House, Edward Street, Brighton, East Sussex BN88 1AH.

25.3 Condition 25.1 does not affect your rights under section 75 of the Consumer Credit Act 1974. These rights mean that if you use your *card* to buy goods or services, and the cost of an individual item of the goods or services is more than £100 but not more than £30,000 then you may have a claim against us if the item or service is: not as specified; or (if relevant) only supplied in part; unsatisfactory; or does not match the description given by the supplier.

25.4 If you are unable to resolve your complaint with us and have received a final response from us confirming this and you are not a business customer, you have a right to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. If you are a business customer you may have a right to refer it to the Financial Ombudsman Service.

25.5 We are licensed to issue credit by the Office of Fair Trading, who are the supervisory authority under the Consumer Credit Act 1974. Their address is Fleetbank House 2-6 Salisbury Square, London EC4Y 8JX. We are authorised and regulated by the Financial Services Authority registration number: 415532.

26. GOVERNING LAW

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

27. TAXES, DUTIES AND EXCHANGE CONTROL

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

28. LIMITATION OF OUR LIABILITY

28.1 If we break this *agreement*, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would have been unavoidable despite all reasonable efforts to prevent the event happening, or resulting from us complying with any relevant requirement under any law or regulation to which we are subject.

28.2 For example, we will not be liable to you for any malfunction or failure of the card or refusal by a merchant to accept the card.