

The American Express Charge Card Account – Basic Card Application Form



- This Application is for an American Express Charge Card Account with the Basic Card
- Applications not completed in **FULL** and in **BLOCK CAPITALS** cannot be processed.
- If you have any questions about the Basic Card, simply call our Applications and Enquiries team on **0800 700 222**.

SECTION 1 – YOUR NAME AND ADDRESS

Title (Please tick as applicable) Ms Miss Mrs Mr

First Name Please note all names must be completed in full. We cannot accept initials.

Middle Name

Surname

Home Address

Postcode

SECTION 2 – YOUR PERSONAL DETAILS

How would you like your name to appear on your new Basic Card?
(You can use a maximum of 20 characters, including spaces – please spell your last name in full)

DOB Gender (Please tick as applicable) Male Female

Time with Bank/Building Society Years

Nationality

Mother's Maiden Name (We need this so we can identify you securely)

SECTION 3 – YOUR HOME DETAILS

(Please tick as applicable)

Own Home Rented Other

How long have you lived at your current address? Years Months

If fewer than 3 years, what was your previous address?

Postcode

Time at previous address Years Months

SECTION 4 – YOUR CONTACT DETAILS

(Please complete all these fields as these help us to process your Application faster)

Home (S T D)

Work (S T D)

Mobile

Email Address (Please note we can only accept a maximum of 30 characters)

Please tick here if you wish to receive marketing offers from American Express by Email.

For Office Use

X10004PC45 7BP 899 32B

SECTION 5 – YOUR WORK DETAILS

(Please tick as applicable and complete all fields in this section)

Employed Self-Employed Retired Unemployed

Student Independent Income Home maker

Job Title

Name of Employer or Name of your Business

Nature of Business e.g. Legal

Time with Employer or Self-employed Years Months

Annual Personal Income Annual Other Household Income
Please do not include your Annual Personal Income. (Your partner's/spouse's income before tax.)

£ , , .00 £ , , .00

COMPLETING YOUR APPLICATION

(Please tick when completed)

Have you completed all the information in full?

Have you read and understood the terms and conditions?

Have you signed and dated the application form?

Please return to:
FreePost Plus RLTH-ZYYZ-ZXZA
Department 3030
American Express Card Services
1 John Street
Brighton, BN88 1NH

No stamp required. Your application will be reviewed and you should expect to hear back from us within the next 10 working days.

APPLICANT'S DECLARATION:

I request American Express Services Europe Limited ('American Express') to issue me with a Card, including any renewal and replacement Cards or other Cards covered by this Agreement.

I confirm that the information I have provided in this Application is true and accurate and that I am over 18 years of age.

American Express may decline this Application at its sole discretion.

By signing below I confirm that I have read and agree to:

1. The Cardmember Agreement;
2. The information about how you will use my Personal Information provided to me with this Application.

SIGNATURE OF CARD APPLICANT

X

SIGNATURE DATE OF SIGNATURE

American Express Charge Card

At American Express we will endeavour to ensure that you are given important information in the clearest format possible.

The information contained in this table summarises key product features and is not intended to replace any Charge Card Agreement.

For full details, please read the Charge Card Agreement.

SUMMARY BOX		
Interest Charging Information	Interest is not charged on this product as the outstanding balance must be repaid in full each month.	
How we apply payments and credits	We will normally apply payments to your Account in the following order: <ul style="list-style-type: none">• applicable Cardmembership Fees and Supplementary Cardmembership Fees;• service charges (for example, Statement Copy Fees);• Late Payment Fees;• other fees charged by us that appear as a separate item on your monthly statement, for example, Returned Payment Fees;• collection charges;• Transactions that have appeared on a monthly statement; and• Transactions that have not yet appeared on your monthly statement.	
Minimum Repayment	The Minimum Payment Due each month is the full outstanding balance.	
Spending Limit	Although generally there is no pre-set spending limit on our charge cards, we may at our discretion decide on and inform you of a temporary or permanent spending limit applicable to your Account, which is the maximum amount which can be outstanding at any time on your Account (including use by any Supplementary Cardmembers). We may do this even if your Account is not in default.	
Fees	The annual Cardmembership Fee is £0.	
Charges	Charge Record Copy Fee	£3 for each copy of a record of Transaction
	Statement Copy Fee	£2 for each additional copy of a paper statement
Foreign Usage	American Express Exchange Rate	You can find our rates via the 'My Account' section of the online account centre or by calling us.
	Non-Sterling Transaction Fee	2.99% of the converted Pounds Sterling amount
Default Charges	Late Payment Fee	£12
	Returned Payment Fee	£12

American Express Charge Card Agreement Part 1 of your Agreement

This Agreement governs your use of your Card and your Account. Your Card allows access to your Account and any Card Benefits provided in connection with the Card. The Card is separate from your Account. You may choose to apply for a Card with certain Card Benefits or to opt for a Card without Card Benefits (called a Basic Card).

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 917 8047. 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	
You are: The Cardmember, whose name and address appears on the front of this form.	
What fees and charges apply?	
Cardmembership Fee	Depending on the type of Card issued to you, a Cardmembership Fee may be payable which may include a joining fee and/or a periodic fee. The periodic Cardmembership Fee may be payable either on an annual or monthly basis (dependent on the type of Card you have been issued with). Where an annual 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 date as is notified to you) and the statement date following each membership anniversary. Any joining fee will be payable with the first periodic Cardmembership Fee only. Subject to any promotional offer we may make to you, the amount of the fee is shown in the Cardmembership Fee Schedule provided to you with this Agreement. There is no Cardmembership Fee for a Basic Card. 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 changed where there is an Account upgrade or downgrade or where a different Cardmembership Fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.
Supplementary Cardmembership Fee	Unless you have an American Express Basic Card Account you can ask us to issue Supplementary Cards on your Account. You can check whether you are entitled to free Supplementary Cards as part of your Card Benefits by calling us using the telephone number on the back of your Card. Otherwise, we will charge a Supplementary Cardmembership Fee for each Supplementary Card we issue at your request. Subject to any promotional offer we may make to you, the amount of the fee is shown in the Cardmembership Fee Schedule provided to you with this Agreement. Supplementary Cardmembership Fees are payable for each Supplementary Card issued, either on an annual or monthly basis (depending on the type of Card you have). Each is applied to your Account on the date that the relevant Supplementary Cardmembership is set up. If the fee is payable annually, it is then applied on each anniversary of the date that the relevant Supplementary Cardmembership is set up. A Supplementary Card membership year starts on the date we issue the Supplementary Card on our systems and runs to the day before the next anniversary of membership. The membership year may be changed if you switch to another American Express product or where a different Cardmembership Fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.
Late Payment Fee	£12 is payable each time you do not pay your Payment Due by the date that your next month's statement is issued, provided your Payment Due is at least £12.
Returned Payment Fee	£12 is payable if any payment to your Account is not honoured by your financial institution when first presented for any reason.
Statement Copy Fee	£2 is payable for each additional copy of a paper statement you request.
Charge Record Copy Fee	£3 is payable for each copy you request of a record relating to charges applied to your Account (for example a merchant receipt).
Non-Sterling Transaction Fee	2.99% of the converted Pounds Sterling amount is payable (see 'Converting Transactions made in a foreign currency' in Part 2).
Collection Costs	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.

What are the Spending Limits?	
Setting spending limits	Although generally there is no pre-set spending limit on our charge cards, we may at our discretion decide on and inform you of a temporary or permanent spending limit applicable to your Account, which is the maximum amount which can be outstanding at any time on your Account (including use by any Supplementary Cardmembers). We may do this even if your Account is not in default. You agree to manage your Account so that Transactions billed to your Account do not exceed the spending limit (where applicable).
How are repayments to be made?	
Making repayments	You must pay the Payment Due, which will be the full outstanding balance on your Account each month as shown on your statement. This should reach us and be credited to your Account by the Payment Due Date (which is also shown on your statement). Credits and refunds to your Account will be treated as payments made by you. If we request, you also agree to pay us any amount by which you have gone over any spending limit immediately or together with your Payment Due. For further information about how to make payments, see 'How to pay' in Part 2.
Can this Agreement be changed?	
When we make changes	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 the fees or any other term of this Agreement, including the services we provide with your Account. We have set out specific reasons why we would make changes to the Agreement below. We will always: <ul style="list-style-type: none">• have a valid reason for making the change (even if it isn't one of the reasons set out below);• tell you in advance about the change; and• let you end the Agreement without charge if you do not want to accept the change. Our main reasons for changes We can change the Agreement, including by changing or introducing fees, for any of the following reasons: <ul style="list-style-type: none">• 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 fee levels, or the way we charge fees:<ul style="list-style-type: none">– 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 We will give you at least two months' 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).
Benefits offered with your Account The Card Benefits offered with your Account 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.	
Some other things you need to know	
Business customers only	For the American Express Business Card the Business is jointly and severally liable with you to pay to us when due all charges on the Account made by you and any Supplementary Cardmember. This means that we can demand payment of the entire balance owing on an American Express Business Card from you or the Business.
This document (Part 1), together with the "How your American Express Account Works" document (Part 2) make up the Agreement.	
Your Right to Cancel Unless you are a business customer, you can cancel this Account within 14 calendar days beginning from the day you receive your Card. If you would like to cancel please either destroy or return to us all cards and write to us at American Express, Department 871, 1 John Street, Brighton, East Sussex BN88 1NH or call us on 0800 917 8047 confirming that you want to cancel the Account. If you choose to cancel this Account you will, except for any Cardmembership Fees and Supplementary Cardmembership Fees, be liable for any balances on the Account. If you do not cancel, the Account will continue until ended by either one of us.	

How Your American Express Account Works

Part 2 of your Agreement

Your Agreement	<p>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. You can request a further copy of this Agreement free of charge at any time during the term of the Agreement.</p>
Words we use in the Agreement	<p>We, us, and our mean the issuer shown in Part 1.</p> <p>You are the Cardmember. You may request a Supplementary Card for a Supplementary Cardmember (see 'Supplementary Cardmembers' below).</p> <p>Account means any account we maintain in relation to Cards and to which we charge Transactions.</p> <p>Card 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>Card Benefits 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 pay 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 Transaction is any amount added to your Account, such as purchases or fees.</p> <p>A purchase is a Transaction using your Card to acquire goods or services.</p> <p>Your balance is the balance that results from any Transactions on your Account.</p>
Using the Card	<p>You may use your Card, subject to any restrictions set out in this Agreement, to pay for goods and services from merchants who accept the Card.</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.</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 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 we may ask you to return expired cards to us. If we do not do so, you must destroy any expired Card in a way that means it cannot be used (e.g. by cutting it into pieces).</p>
Authorising and declining Transactions	<p>You authorise a Transaction when you 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.</p> <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 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 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 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>
Contactless payments and mobile wallet technology	<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>
Transactions you have not authorised	<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>
Transactions for unexpected amounts	<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>

Theft, Loss or Misuse of the Card or Account	<p>You must:</p> <ul style="list-style-type: none"> sign the Card (if applicable) and keep it in your possession and secure (including using device passcodes where applicable); not let others use your Card and regularly check you still have it; 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; choose a PIN or password that is not easy to guess. <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"> a Card has been lost or stolen or not received; a phone or other device to which your Card has been registered has been lost, stolen or compromised; someone else knows a PIN or other security code; or 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. <p>Once you have told us, we will cancel the Card and a replacement Card will be issued.</p>
When you must pay	<p>You must pay the Payment Due, which is the full outstanding balance on your Account each month as shown on your statement. This should reach us and be credited to your Account by the Payment Due Date (which is also shown on your statement).</p> <p>Credits and refunds to your Account will be treated as payments made by you.</p>
How to pay	<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 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>
How we apply payments and credits	<p>We will normally apply payments to your Account in the following order:</p> <ul style="list-style-type: none"> applicable Cardmembership Fees and Supplementary Cardmembership Fees; service charges (for example, Statement Copy Fees); Late Payment Fees; other fees charged by us that appear as a separate item on your monthly statement, for example, Returned Payment Fees; collection charges; Transactions that have appeared on a monthly statement; and Transactions that have not yet appeared on your monthly statement.
Missing payments	<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>
Supplementary Cardmembers	<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>If you have any other type of Card, 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>
Converting Transactions made in a foreign currency	<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 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>

Statements	<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 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 through the U.K. post, addressed to you, at the latest billing address on our records.</p>
Contacting you	<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>
Changing your contact details	<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>
Cancelling or suspending your Account	<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"> reinstatement any Cards issued on your Account; and charge you any applicable Cardmembership Fee(s).
Ending your Agreement	<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 'Breach and default' 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"> on demand pay off all amounts owing on your Account, including those not yet billed; destroy all Cards and stop using your Account; and inform merchants not to seek to take any further Transactions from your Account. <p>Any periodic Cardmembership Fee and Supplementary Cardmembership Fee paid in advance in respect of the remaining part of the period in which your Account is closed will be returned to you pro-rata taking into consideration the length of time until the end of the current period.</p>
Breach and default	<p>We may treat you as seriously breaching this Agreement if you fail to pay the 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"> you seriously or persistently breach this Agreement; you give us false or misleading information; steps are taken to make you bankrupt or to make you the subject of any form of debt relief process; you default under another agreement you have with us or another of our group companies; you become incapacitated or die; or we have reasonable grounds to believe you are unable or unwilling to pay your debts when due. <p>If you are having or may have difficulty making payments, please call us as soon as you can.</p>
Card Benefits	<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 'Can this Agreement be changed?' 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>
Set off	<p>We may, at any time, as a continuous right, without notice or demand, set off against any credit on your Account any amount due by you to us on any other Account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.</p>

Complaints about us	<p>If you have a complaint about your Account or the service you have received, please contact: 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. The Financial Ombudsman Service's details are: Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (free on mobile phones and landlines) or 0300 123 9123, or +44 20 7964 0500 if calling from abroad Email: complaint.info@financial-ombudsman.org.uk Website: financial-ombudsman.org.uk You can also make a complaint via the following website: https://webgate.ec.europa.eu/odr</p>
Claims against merchants	<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>
Assigning the Agreement	<p>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.</p>
Waiver of rights	<p>We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>
Language and governing law	<p>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.</p>
Taxes and duties	<p>You must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any Transaction on your Account or any use of the Account by you or any Supplementary Cardmember.</p>
Limitations on our liability	<p>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.</p>

Your Personal Information

Privacy Statement

What is this document?	<p>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 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.</p>
Information Collected	<p>We will collect information about you (Personal Information) from:</p> <ul style="list-style-type: none"> 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. <p>We may also obtain Personal Information from the parties listed in the 'Information Disclosed' section below.</p>
Information Disclosed	<p>We may disclose Personal Information (which may include details of goods and/or services you purchase) to:</p> <ul style="list-style-type: none"> 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, dependent 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.
Use of Information	<p>We may use Personal Information, including aggregated or combined with other information for any of the following purposes:</p> <p>Delivering our products and services to you</p> <p>This will include:</p> <ul style="list-style-type: none"> 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; 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. <p>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.</p> <p>Improving our products and services and to conduct research and analysis</p> <p>This will include:</p> <ul style="list-style-type: none"> 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.

Use of Information (continued...)	<p>Advertising and marketing our products and services, and those of our third party business partners</p> <p>This will include any of the following (with your consent, where necessary):</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>Managing risks relating to our business, including credit risk, fraud risk and operational risk</p> <p>This will include:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
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Supplementary Cardmembers	<p>The provisions of this privacy statement also apply to any Supplementary Cardmember(s) approved to use your Account.</p> <p>Where you have approved the issue of a Supplementary Card:</p> <ul style="list-style-type: none"> • 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 online 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	<p>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.</p>
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Marketing	<p>We and other companies within our Group may:</p> <ul style="list-style-type: none"> • 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. <p>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, 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.</p> <p>We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.</p> <p>The information used to develop marketing lists may be obtained from:</p> <ul style="list-style-type: none"> • your application form; • transactions made using your card with merchants; • 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	<p>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".</p> <p>When you apply</p> <p>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.</p> <p>During the lifetime of your Account</p> <p>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).</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.</p> <p>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.</p> <p>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 1NH. Further information about how your Personal Information may be used by credit reference agencies and fraud prevention agencies is available upon request.</p>
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Electronic or telephone communications	<p>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.</p> <p>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.</p>
International Transfer of Data	<p>Personal Information may be:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
Security	<p>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.</p>
Retention of Information	<p>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.</p>
Access to your Information	<p>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.</p>
Correction of Inaccurate Information	<p>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 americanexpress.co.uk, 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.</p>
Changes to this privacy statement	<p>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.</p>
Query or Complaint	<p>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.</p>

IMPORTANT – YOUR PERSONAL INFORMATION

Before submitting this application, it is important that you read the paragraphs below, and in the Privacy Statement which accompanies the Terms and Conditions, which set out how we collect and use information about you for the purpose of providing the Card and other products and services.

We may use Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs) to help us make decision(s). What we do and how both we, and the CRAs and FPAs, will use your information is summarized below and full details can be found in a guide called 'A Guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies'. This can be accessed on our website www.americanexpress.co.uk/use_of_your_personal_information.html or by calling 0870 606 6906.

By submitting this application, you are confirming that you have the authority of any person for whom you have requested a Supplementary Card for a credit search to be carried out against them, and for the processing of their information as set out below.

American Express may:

- make searches about you at CRAs who will supply us with credit information, including personal and business records, as well as information from the Electoral Register. The agencies will record details of the search on your personal and business credit files (as appropriate) whether or not this application proceeds. We may use credit-scoring and other statistical methods to assess this application and to verify your identity. Credit searches and other information held by the CRAs about you and those with whom you have a financial association may be used by American Express and other companies to make credit decisions about you. This information may also be used for fraud prevention, debt tracing and the prevention of money laundering as well as the management of your account;
- give details of your account(s) and how you manage it/them to CRAs if your application is successful, including personal and business records. If you borrow and do not repay in full or on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted;
- check your details with other companies within the American Express group and FPAs and if you give us false or inaccurate information and we suspect fraud, this will be recorded and these records may be used by us and other organisations to help make decisions about credit and credit related services for you and others at your address(es), to help make decisions on motor, household credit, life and other insurance facilities and insurance claims for you and members of your household, trace debts, recover debt, prevent and detect fraud, verify your identity and manage your accounts or insurance policies. We and other organisations may access and use from other countries the information recorded by FPAs;
- check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- contact your employer, bank, building society or any referee approved by you to obtain any information required to assess this application;
- use your data 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.

Information held about you by the CRAs may already be linked to records relating to another individual who has an existing financial association with you. For the purposes of this application, American Express will treat you as linked to any financial associate and you request that your application be assessed with reference to any 'associated' records. We or the CRAs may also create a link if you ask us to do so or if a financial association is relied upon and we will link your records together, so you must ensure that you have the agreement of any financial associate to disclose information about them. Where links exist, they will remain on your and their files until you or any associate successfully files for a disassociation with the CRAs. You believe that there is no information relating to any individual with whom you have a financial association that is likely to affect our willingness to offer financial services to you. You authorise us to check the validity of this declaration with CRAs and if we discover any associated records which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. This product is only suitable for people who can be confident that 'associated' individuals do not have debts such that American Express would not normally approve your application had you both applied together.

Information relating to the use of your personal information for marketing purposes is included in the Privacy Statement which accompanies the Terms and Conditions.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- Call Credit, Consumer Services Team, PO Box 49, Leeds LS3 1WZ or call 0870 060 1414
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0870 010 0583 or log on to myequifax.co.uk
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 241 6212 or log on to experian.co.uk

Please contact us at American Express Services Europe Ltd, New Accounts, Dept (OCU), Department 149, Brighton BN88 1NH if you want to receive details of the relevant Fraud Prevention Agencies.

