

## The Nectar Credit Card

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

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

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

#### PART 1 OF YOUR AGREEMENT

1. Contact Details			
Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX			
Telephone number: 0800 917 8047			
Website: americanexpress.co.uk			
If you register for an online account, you can also contact us using the online account centre. Visit our website to access or register for your online account.			
2. Fees, charges and other costs			
2.1 Information for comparison			
APR	27.3% APR	Total Amount Payable	£1,356.23
When we work out the APR and Total Amount Payable, regulations require us to assume that:			
<ul style="list-style-type: none"><li>• you make one purchase of £1,200 at the start of the agreement;</li><li>• if a cardmembership fee applies, we charge it on the date your account is opened and, for monthly fees, on the same date each month;</li><li>• there's no change in the interest rate and no other fees or charges apply; and</li><li>• you repay any annual cardmembership fee on the day we charge it to the account and everything else in 12 equal monthly payments.</li></ul>			
All credit card providers have to use these assumptions so you can compare the cost of borrowing across different lenders.			
2.2 Interest rates			
Explaining Interest Rates			
Simple Rates: Your simple interest rate is what we use to work out how much interest you'll be charged each month. It moves in line with the Bank of England Base Rate (we call this the Base Rate as we explain below) – when the Base Rate changes, you'll see your simple rate change by exactly the same amount. Your simple rate is comprised of two components – your Personal Rate (this is set out in the "Simple Rate" definition, below) and the Base Rate.			
Compounding Interest: We use your simple interest rate to work out the interest we charge you. We calculate the interest charge on unpaid transactions daily and then add the interest to your account every month, when we produce your statement. If you do not pay your balance in full each month we will charge interest on interest. This is called 'compounding'. Because this rate includes the payment of interest on interest, it will be greater than your Simple Rate. This means that whenever the Base Rate changes or there is a change to your Personal Rate, the change in the Compound Rate will be a little bigger than the change in the Simple Rate.			
		Compound Rate	Simple Rate
<b>Cash advance</b> (including any gambling or other transactions we've told you that we treat as cash e.g. purchasing foreign currency)		27.1%	24.25%
<b>Balance transfer/money transfer</b> (where you use your card account to transfer money to another bank account or to pay off or reduce an amount owed to another lender or to us if we agree)		22.2%	20.19%
<b>All other transactions and amounts charged to your account</b> (including purchases)		22.2%	20.19%

<p><b>Promotional offers</b> (where we reduce the interest rate on any individual, group or type of transaction made during a limited period)</p>	<p>We'll tell you the rate at the time of the promotion.</p> <p>If you miss a payment, you'll lose any promotional rate on your account.</p> <p>At the end of the promotional period (however it ends), our standard rate will apply.</p>
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- The "Simple Rate" is a variable rate comprised of two parts (1) a Personal Rate of 20.09% and (2) the prevailing Base Rate (for these purposes this is assumed to be 0.10%).
- "Base Rate" means the Bank of England Rate that is regularly published by the Bank of England and may change from time to time (or, if the Bank of England Base Rate is no longer published, any replacement rate that we reasonably select as the nearest equivalent rate to apply).
- Section 5 "Changes to the Base Rate" below provides more information on what happens if the Base Rate changes.
- The Base Rate element of your Simple Rate will never be less than 0%.

We'll charge the same rate on any fee or other charge that applies to a particular type of transaction. For example:

- If you take a cash advance of £100, a £3 fee will apply and we'll charge interest on £103 at the cash advance rate.
- If you make a transaction in US\$ which (after we've converted it into sterling) equals £100, a fee of £2.99 will apply and we'll charge interest on £102.99 at the same rate as for all other transactions.

We won't charge interest on late payment fees or returned payment fees.

## 2.3 Fees and charges

<b>Cardmembership</b>	£25 annually*
<b>Supplementary cardmembership</b>	£0
<b>Late payment</b> – if you're late in paying the minimum monthly payment (we won't charge if your minimum payment is £12 or less)	£12
<b>Returned payment</b> – if we have to return a payment you've made because it's recalled by the bank that sent it	£12
<b>Cash advance</b> – on the amount of the cash	3% (£3 minimum)
<b>Balance/money transfer</b> – on the amount of the transfer	3%
<b>Copy statement</b>	£2
<b>Non-sterling transaction</b> – on the amount after we've converted a transaction into Pounds Sterling	2.99%
<b>Collection costs</b> – for collecting amounts you owe us	Our reasonable costs, including legal fees

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

\*The cardmembership fee for the first membership year is £0. After the first membership year, the full cardmembership fee will apply.

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

## 2.4 Applying interest

<p><b>When is interest payable?</b></p>	<p>We charge interest from the date an amount (e.g. a purchase or fee) is charged to your account until it is paid in full but there are two exceptions to this. We don't charge interest on:</p> <ul style="list-style-type: none"> <li>• purchases if you always pay the full amount you owe on each statement date (as shown on your statement) by each payment due date; or</li> <li>• late payment fees or returned payment fees.</li> </ul> <p>For other fees and charges, we'll charge the same rate that applies to a particular type of transaction (see 'Interest Rates' above for further details).</p> <p><b>Examples</b></p> <p><b>When you won't pay interest on purchases</b></p> <p>If you paid the full amount you owe in June and in July we won't charge interest on any purchase charged to your account in July and shown in your July statement.</p> <p><b>When you'll pay interest on purchases</b></p> <p>If you didn't pay the full amount you owe in June, we'll charge interest on any purchase charged to your account in June and July, even if you pay the full amount you owe in July.</p> <p><b>How we charge interest on cash advances or balance/money transfers</b></p> <p>If you ask us to make a cash advance or balance/money transfer in June, we'll apply interest from the date we charge it to your account and show it in your June statement.</p>
<p><b>How we work out interest on your account</b></p>	<p>We convert the annual simple interest rate for each type of transaction into a daily rate (using the actual number of days in a year). We then:</p> <ul style="list-style-type: none"> <li>• apply this rate to the amount you owe each day for each type of transaction; and then</li> <li>• on each statement date, add the interest charge for each type of transaction to your account.</li> </ul>
<p><b>3. How much can you borrow?</b></p>	
<p><b>What is the credit limit?</b></p>	<p>The credit limit is the maximum amount that you can borrow on your account. We'll set your credit limit and we can adjust it (up or down) by giving you notice. Unless you've told us to apply credit limit increases to your account automatically, you'll need to accept an increase before we apply it to your account.</p> <p>You can also tell us at any time that:</p> <ul style="list-style-type: none"> <li>• you'd like a lower credit limit and we'll always reduce it;</li> <li>• you don't want to receive any future credit limit increases; or</li> <li>• never to increase your credit limit without you expressly agreeing to the increase.</li> </ul> <p>To tell us about any of these things use the online account centre or call us.</p> <p>From time to time, we may also tell you that a credit limit increase is available. If we do this you can choose to exercise your right to that higher credit limit within the time we tell you (which will be at least 30 days).</p> <p>A higher credit limit may offer greater flexibility and convenience to meet your financial needs but it may also increase the risk of borrowing too much, which could be expensive or take a long time to pay off. You should carefully consider whether you need a higher limit.</p> <p><b>Limits for Different Uses or Transactions</b></p> <p>We may set and vary limits and restrictions on certain uses of the card or certain transactions. For example, cash advances or contactless purchases may be subject to maximum amounts. You can find out if there are such limits by checking our website or by calling us.</p>
<p><b>Keeping within your credit limit</b></p>	<p>You should not go over the credit limit. If we allow a transaction that takes you over your limit, we may ask you to pay enough into the account to bring it back within the limit immediately.</p>
<p><b>4. How are repayments to be made?</b></p>	
<p><b>When you need to make payment</b></p>	<p>You must pay at least the minimum payment each month by the due date shown on your statement (at least 25 days after your statement date).</p>

	You can always pay more than the minimum payment to reduce the amount you owe and the amount of interest you have to pay.
<b>How we calculate your minimum payment due</b>	The minimum payment is the <b>higher</b> of the following amounts: (1) £25 (or the total amount you owe if less); or (2) any interest, default fees, repayment protection insurance and 1/12th of any annual cardmembership fee or the full monthly fee (if applicable to the product you hold) plus 2% of the amount you owe on the account.
<b>5. Can this agreement be changed?</b>	
<b>When we make changes</b>	As this agreement is not for a fixed period, we're likely to need to make changes to interest rates, fees and other terms and the services we provide for reasons we can't predict when the agreement was made. The Simple Rate will also change in line with changes in the Base Rate. We've set out some specific reasons for making changes to the agreement but if any of these don't apply we may still make a change as long as we: <ul style="list-style-type: none"> <li>• tell you in advance about the change; and</li> <li>• make clear that you can end the agreement without charge if you don't want to accept the change.</li> </ul>
<b>Changes in the Base Rate</b>	If the Base Rate changes, the Simple Rate will also change. Changes to the Base Rate will be applied to your account from the day after your next statement date, except as follows: <ul style="list-style-type: none"> <li>• We can choose not to apply (or choose to delay) an increase to your interest rate which would otherwise apply because of an increase in the Base Rate at any time.</li> <li>• If there's been a Base Rate change in the 60 days before you signed this agreement which means that the Base Rate is different from the assumed rate shown in the Interest Rate section (section 2.2) of this agreement, we will delay giving effect to the change until the day after your second statement date, and we will notify you of the changed rate on your second statement. If there has been a decrease in the Base Rate, this will take effect from the day after your first statement date, and we will notify you of the changed rate on your first statement.</li> <li>• As the Base Rate we apply will never go below 0%, this means that we will disregard any change to the Base Rate while it remains below 0%.</li> </ul>
<b>Our main reasons for changes (other than changes in the Base Rate)</b>	We can change the agreement, including by changing: your Personal Rate element of the Simple Rate, the way interest rate changes take effect or the way we charge or calculate interest (this might include moving away from a basis where the interest rate tracks the Base Rate completely to some other basis), or changing or introducing fees for any of the following reasons: <ul style="list-style-type: none"> <li>• where the costs to us of providing your account change or we have a good reason to expect that they will change;</li> <li>• where we're changing the way you can use the account;</li> <li>• where we're changing the card benefits offered with your account;</li> <li>• where the change is either good for you (including where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral;</li> <li>• to reflect changes or developments in the technology or systems which we use;</li> <li>• where we're making the change to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent); or</li> <li>• where we have a good reason to think that a change in your circumstances means that the risk that you might not be able to repay us has increased.</li> </ul>
<b>Telling you about changes</b>	We will let you know about changes to the Base Rate by notifications on our website, and in the national press. We may introduce other ways of telling you about changes to the Base Rate, but we will tell you about the new way before introducing it. If we're changing your interest rate because the Base Rate has changed, we will tell you of this on the monthly statement before the change takes effect. We will tell you what the change has been to the

	<p>Base Rate and how that change will affect payments to be made, using an example. If we're increasing your interest rate because we are increasing your Personal Rate we'll give you at least 60 days' advance notice of the change and you'll be able to opt out of the increase by notifying us before it takes effect as explained below.</p> <p>For all other changes, we'll give you at least 30 days' advance notice of the change, unless the change is not to your disadvantage. In this case, we'll give you notice but we may make the change more quickly. We'll always give you details of when the change will take effect. If you don't want to accept any change, then you can always end this agreement by paying off all the amounts you owe us and telling us to close your account (see '<i>Ending your agreement</i>' in Part 2). If you don't do this, we'll assume you've accepted the change.</p>
<b>How to opt out of an interest rate increase</b>	You cannot opt out of interest rate increases resulting from changes in the Base Rate but you can opt out of an increase (in your Personal Rate) and carry on paying off what you owe us at the old rate. If you would like to do this, you must tell us within 60 days of us telling you about the proposed increase in your Personal Rate. Your account will then be closed with immediate effect and you won't be able to use it anymore. This agreement will stay in place until you've paid everything off, and you'll still have to keep to the agreement. If you do opt out, the interest rate on your account will remain at the level it was when you opted out and will not continue to change in line with changes in the Base Rate. Until you've paid off everything, we'll still be able to change any of the other terms of the agreement except your Personal Rate.
<b>Benefits offered with your account</b>	Card benefits that are offered with your account (for example, rewards points, insurance or cashback) are subject to separate terms and conditions. We'll communicate separately with you in relation to those benefits.
<b>Switching you to a different type of card</b>	<p>We may switch the type of card we issue you with to another card covered by this agreement if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current card or that you now qualify for a different card. We'll always give you notice if we do this and we'll tell you if there are any changes to this agreement as a result.</p> <p>You can also contact us if you want to upgrade your card account.</p> <p>If a cardmembership fee applies and you switch to a different type of card covered by this agreement then, unless we tell you otherwise, we'll reset the start of the membership year to the date the switch happens. We'll refund any cardmembership fee applicable to your previous card on a pro rata basis.</p>
<b>6. Some other things you need to know</b>	
<b>Credit intermediary</b>	<p>When you first applied for your agreement, you may have dealt with a credit intermediary (such as an internet comparison website), for example, one of the following:</p> <ul style="list-style-type: none"> <li>• Moneysavingexpert.com operated by Moneysavingexpert.com Limited, 19-22 Rathbone Place, London, W1T 1HY;</li> <li>• Moneysupermarket.com operated by Moneysupermarket.com Limited, Moneysupermarket House, St David's Park, Ewloe, CH5 3UZ;</li> <li>• Topcashback.co.uk operated by Topcashback Ltd, Temeraire House, Nelson Court, Staffordshire Technology Park, Stafford, ST18 0WQ;</li> <li>• Uswitch.com operated by Uswitch Limited, The Cooperage, 5 Copper Row, London, SE1 2LH;</li> <li>• Quidco.com operated by Maple Syrup Media Limited, 4th Floor, 76-80 Great Eastern Street, London, EC2A 3JL;</li> <li>• Nectar (AIMIA Coalition Loyalty UK Ltd), 80 Strand, London WC2R 0NN.</li> </ul>
<p><b>This document (Part 1), together with the "How your American Express Account Works" document (Part 2) make up your credit agreement. You should read both before you sign the agreement. If you're signing online, you'll find a link to your full agreement, including Part 2, on the webpage when signing.</b></p>	
<p><b>Your Right to Withdraw</b></p> <p>You have a right to withdraw from this agreement, without giving a reason, by calling us on 0800 917 8047 or by writing to us (American Express, Department 871, 1 John Street, Brighton, East Sussex, BN88 1NH). Your right to withdraw ends 14 days from the day after you receive your card.</p>	

If you withdraw, you must repay everything you owe us (except any charges) without delay and in any case within 30 days, starting the day after you tell us that you want to withdraw. If you don't repay us within 30 days, we may charge interest at the rates in this agreement until everything is fully repaid. You can contact us for details of what interest will be payable.

By signing below:

- you agree to the terms of this agreement;
- you confirm that the information you have given us is true and correct;
- you confirm that you are (and any supplementary cardmember is) over 18 years of age;
- you request us to issue you (and any supplementary cardmembers named by you) with a card (including any replacement cards or other cards covered by this agreement).

**If your card comes with card benefits, by signing this agreement you're also agreeing to the separate card benefits terms and conditions. You should make sure you read these before you sign this agreement.**

**This is a copy of your agreement for you to keep. You can ask for a further copy of this agreement free of charge at any time.**

## How Your American Express Account Works

### PART 2 OF YOUR AGREEMENT

<b>Using the card</b>	<p>You may use the card up to your credit limit for purchases and, if we tell you, for balance/money transfers, cash advances and other types of transaction we may allow.</p> <p>If you ask us to make a balance/money transfer and the payment is delayed due to our error, you can ask us to contact the bank the payment was sent to, so that we can ask them to treat the payment as if it had been made on time.</p>
<b>Using a third party provider (TPP)</b>	<p>A TPP is a third party service provider that's authorised by or registered with the Financial Conduct Authority or another European Economic Area (EEA) regulator or otherwise permitted by law to access your account information.</p> <p>You can choose to authorise TPPs to provide services to you by accessing your account. If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to the same account information that you'd be able to access if you were dealing with us online.</p> <p>We may also refuse to allow a TPP to access your account if we're concerned about unauthorised or fraudulent access by that TPP. If we do, we'll tell you why in the way we think most appropriate (unless doing so would compromise our reasonable security measures or otherwise be unlawful).</p>
<b>How you can authorise and cancel transactions</b>	<p>To authorise a transaction you can:</p> <ul style="list-style-type: none"> <li>• present a card or provide your account details and, if required, use your security details (such as a PIN, passcode, personal identifiers, biometric data or other details); or</li> <li>• give us an instruction to make a balance/money transfer (by giving us the account details you want to send a payment to) and answer the questions we ask using your security details to verify that the instruction is from you.</li> </ul> <p>We may deactivate contactless payments at any time.</p> <p>You can't cancel purchases you make with a card but you can cancel other transactions that you've asked us to make in the future or regular payments (such as annual membership fees) if you ask us before the end of the business day before they are due to be made.</p>
<b>When we can refuse to make a transaction</b>	<p>We may refuse to authorise a transaction if:</p> <ul style="list-style-type: none"> <li>• we have reasonable grounds to suspect unauthorised or improper use or fraud;</li> <li>• we reasonably consider that acting on your instructions might lead to: <ul style="list-style-type: none"> <li>○ a breach of law, regulation, code or other obligation; or</li> <li>○ action from a government, law enforcement agency or regulator;</li> </ul> </li> <li>• we're legally required to;</li> <li>• use of the card would be prohibited;</li> <li>• you have insufficient funds; or</li> <li>• the transaction would exceed a transaction limit of some sort or take your account over your credit limit.</li> </ul> <p>You may not use your account for illegal activities or in a manner which disguises the true nature of the transaction, for example, by obtaining cash through a transaction which you know will be treated as a purchase of goods and services, or by using your card at a merchant you own or control.</p> <p>If we do refuse a transaction, you'll normally be told at the point of sale. In all cases, you can find out about transactions we've refused, including the reasons why or any limits we may have put on your card, by calling us. We'll let you know this information unless the law or any regulation prevents us from doing so or for fraud prevention or security reasons.</p> <p>If we don't authorise a transaction or a retailer doesn't accept the card we're not responsible for any loss.</p>

<p><b>Transactions you haven't authorised</b></p>	<p>You're not responsible for any transactions:</p> <ul style="list-style-type: none"> <li>made using the actual card before you receive it (for example, if your card is stolen in the post);</li> <li>where we haven't told you how you can contact us to notify us that your card or security details have been lost, stolen or compromised;</li> <li>if we fail to apply procedures that we're legally required to use to check that a payment has been authorised by you or a supplementary cardmember;</li> <li>not authorised by you or a supplementary cardmember or any person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card;</li> <li>made by a person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card after you tell us you suspect your account is being misused.</li> </ul> <p>You're responsible if you or a supplementary cardmember:</p> <ul style="list-style-type: none"> <li>use your account or card fraudulently;</li> <li>allowed someone else to use your account or card, including if someone else is allowed to access a mobile phone or other device on which your card has been registered (for example, by giving them your passcode or by letting them register their fingerprint on it) but you won't be responsible for any transactions made by a person you or a supplementary cardmember allowed to use your account or card after you tell us you suspect your account is being misused.</li> </ul> <p>If there are errors in a transaction and this is our fault, we'll give you a refund. We may then resubmit the correct transaction.</p> <p>If upon contacting us, you wish to dispute a transaction, we'll 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'll adjust your account accordingly.</p>
<p><b>Transactions for unexpected amounts</b></p>	<p>If you make a purchase within the European Economic Area and, at the time that you authorised it, you didn't know exactly how much you were going to be charged (for example, at a hotel check-in) you can request a refund from us if the amount charged is more than you reasonably expect and you ask for the refund within 8 weeks from the date of the statement on which the purchase appears.</p> <p>You'll need to provide us with all the information we reasonably ask for and we may provide this information (including personal information) to third parties investigating your claim. We'll conclude our investigation within 10 business days of us receiving all required information and either make the refund or tell you why we've refused your claim.</p> <p>You're not entitled to a refund if you or a supplementary cardmember gave consent for a transaction directly to us and, at least four weeks before the transaction was made, you were given information about the transaction (or it was made available to you) by us or the retailer. For example, at the time you placed an order, the exact amount was unknown but was later confirmed to you at least four weeks before your card was charged.</p>
<p><b>Incorrect balance/money transfers</b></p>	<p>We'll refund the amount of a balance/money transfer and any interest, fees or charges we charge you as a result without undue delay if you instruct us to make a transfer and it is incorrectly made or it never arrives.</p> <p>If you give us the wrong details for a balance/money transfer or we can show that the bank we made the payment to did receive it, we won't have to give you a refund but we'll help you to recover the money (we may charge a fee to cover our costs).</p>
<p><b>Theft, loss or misuse of the card or account</b></p>	<p>You or a supplementary cardmember must:</p> <ul style="list-style-type: none"> <li>sign the card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable);</li> <li>not let others use the account or card and regularly check you still have the card;</li> <li>not give the card or card number to anyone else other than us, or for the purpose of making a transaction and not share your security details with anyone else (other than us or a TPP if it's necessary to do so);</li> </ul>



	<ul style="list-style-type: none"> <li>• choose a PIN or passcode that is not easy to guess.</li> </ul> <p>If you or a supplementary cardmember, register a card for use on a mobile phone or other device, you or the supplementary cardmember, must:</p> <ul style="list-style-type: none"> <li>• keep it and your security details safe and secure at all times, in the same way you would your card or PIN;</li> <li>• always use the lock feature on the phone or other device, where applicable;</li> <li>• never share your security details or allow another person to have access to the device in a way which allows them to make transactions using the card registered on the device.</li> </ul> <p>You or a supplementary cardmember must tell us straight away if you suspect:</p> <ul style="list-style-type: none"> <li>• a card has been lost or stolen or not received;</li> <li>• a mobile phone or other device to which a card has been registered has been lost, stolen or compromised;</li> <li>• someone else knows a PIN or other security details; or</li> <li>• the account or a card is being misused or used without authorisation, or a transaction on the account has not been authorised or has been processed incorrectly.</li> </ul> <p>Our contact details are at the beginning of this agreement.</p> <p>If the use of a card is stopped for any reason, the use of all other cards issued on your account may also be stopped at the same time.</p> <p>If you register for online account services, you must keep your security details (such as your username, password or other details) and also your mobile phone or other device safe and secure.</p>
<b>How much and when you must pay</b>	<p>You must pay the minimum payment by the payment due date shown on your statement but you can always pay more than the minimum payment due.</p> <p>If we don't ask you to pay any arrears, they'll be due with your minimum payment. We'll use any payment you make to pay off arrears before any other amounts you owe us.</p> <p>We won't treat any payment we make into your account or any refund given by a retailer for a purchase as payment made by you.</p> <p>If you pay more than you owe us under this agreement, we'll return the amount you've overpaid.</p>
<b>How to pay</b>	<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 don't clearly designate the account to be paid, we may apply payments to any account.</p> <p>We'll apply any payment to your account on the day we receive it, as long as this is within our business hours. We'll apply any payment we receive after that time on the next business day.</p>
<b>How we apply payments</b>	<p>We pay off amounts you owe at the highest interest rates before amounts charged at lower interest rates and we'll apply payments to amounts that have appeared on your statements before amounts that have not yet appeared on your statements.</p>
<b>Missing payments</b>	<p>Missing payments can have serious consequences. It could mean:</p> <ul style="list-style-type: none"> <li>• if you miss a payment, you'll lose any promotional interest rates on your account which means any remaining promotional balances will be charged interest at your standard rate;</li> <li>• you have to pay additional charges or costs;</li> <li>• your credit rating may be affected, making it more difficult or expensive to obtain credit; and</li> <li>• legal action (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property) or bankruptcy proceedings may be taken against you to recover any debt owed under this agreement.</li> </ul>

<b>Payments into your account by mistake</b>	<p>If we make a payment into your account by mistake or as a result of a systems error, we'll automatically take the amount out of your account.</p> <p>If we're told that a payment from within the EEA was made into your account as a result of someone else's mistake (for example, if the payer gave the wrong account number or reference), but, when we contact you, you tell us the payment was intended for you, we're legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.</p>
<b>Supplementary cardmembers</b>	<p>At your request, we may issue cards on your account to supplementary cardmembers. You must make sure that supplementary cardmembers keep to this agreement.</p> <p>You're responsible for all use of your account by supplementary cardmembers and anyone they allow to use your account. This means you must repay all transactions they make.</p> <p>If you want to end a supplementary cardmember's right to use your account you must tell us.</p>
<b>Converting transactions made in a foreign currency</b>	<p>If we receive a transaction or refund for processing in a foreign currency, we'll convert it into Pounds Sterling on the date it's processed (which may be different to the date of the transaction or refund). This means that the exchange rate used may differ from the rate that applied on the date of your transaction or refund. Exchange rate fluctuations can be significant.</p> <p>If the transaction or refund is in U.S. Dollars, we'll convert it directly into Pounds Sterling. In all other cases, we'll convert it into U.S. Dollars first and then into Pounds Sterling but we'll only charge one non-sterling transaction fee.</p> <p>The exchange rate we use will be:</p> <ul style="list-style-type: none"> <li>• the rate required by law or customarily used in the territory where the transaction or refund is made, or where this doesn't apply;</li> <li>• based on interbank rates selected from customary industry sources on the business day prior to the processing date. We call this conversion rate the 'American Express Exchange Rate'.</li> </ul> <p>The American Express Exchange Rate is set each day from Monday to Friday (including bank holidays) except for Christmas Day and New Year's Day. You can find our rates via the '<i>My account</i>' section of the online account centre or by calling us.</p> <p>When you make a transaction in a foreign currency, you may be given the option of allowing a third party (for example, the retailer) to convert your transaction into Pounds Sterling before submitting it to us. If you decide to do this, the exchange rate and any commission or charge will be set by the third party and may include a commission or charge. As we'll receive a transaction converted by a third party in Pounds Sterling, we won't apply a non-sterling transaction fee.</p>
<b>Statements and legal notices</b>	<p>We'll send statements to you by your chosen method at least once a month (1) if there has been any account activity or (2) if there has been a Base Rate change and otherwise once every 12 months. This could be by post, by email to the email address you've most recently given to us, by posting them in the online account centre or by making them available to you in any other lawfully permitted manner.</p> <p>We may send you notices (including any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you) on or together with your statements.</p> <p>In addition to payment information, each statement will show all transactions and amounts charged to your account in the statement period and the total account balance.</p> <p>Always check each statement and contact us as soon as possible if you need more information about anything.</p> <p>If you receive statements online, you should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail.</p> <p>If you receive statements by post, we'll send statements (and any notices we're required by law to provide) by post, addressed to you, at the latest billing address on our records.</p>
<b>Contacting you</b>	<p>We may send you important messages and other communications (including alerts about certain activity on your account) about your account, card or card benefits in line with your preferences. This could be</p>

	<p>by email or SMS, on your statements or by posting them in the online account centre, for example, we may send you an alert to confirm that you've updated your contact information.</p> <p>There are some messages we need to send you (such as statements of your account or security alerts), but you can opt out of receiving other alerts or communications (such as marketing) by contacting us using the online account centre or by calling us.</p> <p>If we need to contact you about any actual or suspected fraud or security threats, we'll do this using the fastest and most secure way of contacting you (for example, we may try to send you a text message rather than calling you).</p>
<b>Changing your contact details</b>	<p>We'll use your most recent contact details to contact you. You must notify us immediately if you change the mailing address or email address we send statements or notices to.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect. If we've been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.</p> <p>Any legal notices will be posted to the online account centre or sent to your last known mailing address or email address.</p>
<b>Suspending your account</b>	<p>We may suspend your account or any feature on your account if:</p> <ul style="list-style-type: none"> <li>• you tell us to close your account or we tell you we are closing your account;</li> <li>• we consider it necessary for the security of the account;</li> <li>• you're in breach of the agreement;</li> <li>• we suspect unauthorised, improper and/or fraudulent use;</li> <li>• we reasonably think there's a significantly increased risk that you'll not be able to repay us; and</li> <li>• you've repaid more in interest and charges than the amount you've borrowed on your card for a sustained period.</li> </ul> <p>We'll normally notify you beforehand or immediately afterwards and may provide you with the reasons.</p> <p>If your account is suspended, you (and any supplementary cardmember) must not use the card and inform retailers not to seek to take any further payments from your account. We'll allow you to use the account, if the reasons we suspended your account in the first place no longer apply. You can tell us this is the case and request reinstatement via our website or by calling us.</p>
<b>Ending your agreement</b>	<p>This agreement is open ended and has no fixed duration. You and we can end it without giving any reason. You can do this at any time by calling us or writing to us (our contact details are at the beginning of this agreement) to tell us to close your account and by paying off all the amounts you owe.</p> <p>We can do this by giving you at least two months' written notice, but we may end this agreement immediately if:</p> <ul style="list-style-type: none"> <li>• you repeatedly fail to pay minimum payments on time or go over your credit limit;</li> <li>• you seriously or persistently breach this agreement;</li> <li>• you give us false or misleading information;</li> <li>• steps are taken to make you bankrupt or to make you the subject of any form of debt relief process;</li> <li>• you breach another agreement you have with us or another of our group companies;</li> <li>• we reasonably consider that by continuing the agreement we might: <ul style="list-style-type: none"> <li>○ breach a law, regulation, code or other obligation; or</li> <li>○ face action from a government, law enforcement agency or regulator;</li> </ul> </li> <li>• you become incapacitated or die;</li> <li>• you behave in an abusive or threatening way to our staff; or</li> <li>• we have reasonable grounds to believe you're unable or unwilling to pay your debts when due.</li> </ul>

	<p>In any of these circumstances, we may close your account and require you to repay immediately all amounts you owe us under this agreement in full together with any interest and charges that apply.</p> <p>If you're having or may have difficulty making payments, please call us as soon as you can. We'll always follow any legal requirements to provide you with notices before we end the agreement.</p> <p>The agreement will only come to an end once you've paid off all amounts you owe us. Until then:</p> <ul style="list-style-type: none"> <li>• all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement);</li> <li>• you (and any supplementary cardmember) will have no rights under it to use the account or the card to make transactions; and</li> <li>• your card benefits will stop.</li> </ul> <p>You must destroy all cards when the agreement ends.</p> <p>If you pay your cardmembership fee annually, we'll refund any cardmembership fee you've paid for the period following the end of the agreement.</p>
<b>Set off</b>	<p>We may, at any time, without notice or demand, set off against any credit on your account any amount you owe us on any other account you have with us (in whatever currency), until everything you owe us has been fully repaid.</p>
<b>Complaints about us</b>	<p>If you have a complaint about your account or the service you've received, please contact:</p> <p>Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>. You can find out more about the Financial Ombudsman service on their website at <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.</p> <p>You can also make a complaint via the following website: <a href="https://webgate.ec.europa.eu/odr">https://webgate.ec.europa.eu/odr</a></p>
<b>How we're regulated</b>	<p>We are authorised and regulated by the Financial Conduct Authority under registration number 661836.</p> <p>The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.</p>
<b>Claims against retailers or other third parties</b>	<p>Under section 75 of the Consumer Credit Act 1974, if you use your card to buy any item of goods or services, costing between £100 and £30,000 then you may have a claim against us as well as the supplier if, for example, the goods or service are not properly supplied, are faulty or not as described.</p> <p>If you dispute a purchase transaction with a retailer or other third party, we may credit the account for all or part of the disputed transaction.</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're automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the retailer or other third party.</p> <p>You agree that you won't pursue any claim against the retailer or other third party for the credited amount, and you must cooperate with us if we decide to do so. Where necessary to pursue a claim, we may need to use your personal information (including disclosing it to the retailer or other third party) to do so but we will notify you of such use where this is the case.</p>
<b>How we use your information</b>	<p>For the purposes of the Payment Services Regulations 2017, you explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by telling us to close your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.</p>
<b>Assigning the agreement</b>	<p>We may sell, transfer or assign this agreement and your account. We may do so at any time without notifying you, unless we're required to notify you by law. You may not sell, assign or transfer your account or any of your obligations under this agreement.</p>

<b>Waiver of rights</b>	We may choose to delay enforcing or to not exercise rights under this agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.
<b>Language and governing law</b>	This agreement and all communications between us concerning this agreement shall be in English. This agreement and dealings between us before you enter into the agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.
<b>Taxes and duties</b>	You must pay any government tax, duty or other amount imposed by law in any country in respect of the card, any transaction on your account or any use of the account by you or any supplementary cardmember.
<b>Limitations on our liability</b>	If we break this agreement, we won't be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would've been unavoidable despite all reasonable efforts to prevent the event happening.

## Nectar Credit Card Points

### Nectar Credit Card Points Terms and Conditions

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#### Introduction

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**What is this document?** These Terms and Conditions govern the issuance of Nectar Credit Card Points (**Points** or **Nectar Points**) to you as part of the Nectar Loyalty Programme associated with your Nectar Credit Card account (**Card Account**). When you sign the agreement for your Card Account (your **Card Account Agreement**), you agree to be bound by these Terms and Conditions.

The Nectar Loyalty Programme is operated by AIMIA Coalition Loyalty UK Ltd and is subject to Nectar collector rules which can be found on their website (nectar.com)

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#### About earning Points

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**How do you earn Points?** You will earn Points for purchases on your Card Account. Subject to the other Terms and Conditions set out below and any promotional offer we make, you will earn Points at the rate of 2 Points for every £1 spent on purchases on your Card Account except for purchases made at warehouse retailers in the United Kingdom where you will earn Points at the rate of 1 Nectar Point for every £1 spent on purchases.

You can find out which retailers we treat as warehouse retailers by checking the FAQ section of our website (americanexpress.co.uk) or calling us on the telephone number on the back of your card.

Points are earned on every full pound spent on each purchase. The value of each purchase will be rounded down to the nearest pound before Points are calculated. For example, if you make a purchase of £25.99, if Points are earned at the rate of 2 Points per £1, you will earn 50 points (i.e. £25.99 rounded down to £25.00 x 2 points).

Your points will show on your American Express Points balance up to three days after you have made the relevant purchase. You can check this at americanexpress.co.uk. Your accrued Points will be transferred to your Nectar account approximately 6 days prior to your statement date. You can check your Nectar points balance at nectar.com.

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**Which Card Account balances do not earn Points?** No Points will accrue on:

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

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

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#### When you might lose Points you have earned

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**Losing your Points** Points will no longer accrue on your American Express Points balance if you are behind with your payments on your Card Account and we stop you from making further purchases on your Card Account or on another Account you have with us.

All the Points earned on your American Express Points balance will be forfeited if you miss two consecutive monthly payments on your Card Account.

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**What happens if you close your Card Account?** If you close your Card Account you will no longer earn Points and any Points that have not yet appeared on your American Express Points balance will be forfeited. Any Points already in your American Express Points balance will still be transferred to your Nectar account.

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<b>What happens if we close your Card Account?</b>	If we close your Card Account in accordance with the Card Account Agreement, you will no longer earn Points and any Points that have not yet appeared on your American Express Points balance will be forfeited. Any Points already in your American Express Points balance will still be transferred to your Nectar account.
<b>Other important information</b>	
<b>Changes to these Terms and Conditions</b>	<p>We may change these Terms and Conditions, including the rate at which you earn Points, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.</p> <p>We will give you at least 30 days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner.</p> <p>We will give you notice by statement message, post, email or other form of electronic communication.</p>
<b>Withdrawing you from Nectar Points or ending the issuance of Nectar Points</b>	<p>We will withdraw you from Nectar Points if we close your Card Account in accordance with the Card Account Agreement.</p> <p>We may also withdraw you from Nectar Points or end the issuance of Nectar Points altogether by giving you at least 30 days' notice without any explanation being required, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. This could include switching you to a different type of card in accordance with the Card Account Agreement and/or replacing these Terms and Conditions with a new set of Terms and Conditions that provide and cover different benefits.</p>
<b>Fraud and Abuse of Nectar Points</b>	If we have reasonable grounds to believe that you have engaged in any fraud or material abuse related to Nectar Points, such as seeking to obtain an advantage through unfair or deceptive means, we may take actions which we reasonably consider appropriate in the circumstances, and this may include withdrawing you from Nectar Points and/or closing your Card Account and/or forfeiting your Points.
<b>Claims against rewards providers</b>	We are not liable for claims regarding any failure or breach with respect to goods and services provided as rewards by third parties under the Nectar Loyalty Programme. The provision of these goods and services by such third parties may also be subject to separate Terms and Conditions.
<b>Language and governing law</b>	<p>These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.</p> <p>These Terms and Conditions and all dealings between us before these Terms and Conditions apply are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>