American Express® Nectar Credit Card

Credit Card agreement regulated by the Consumer Credit Act 1974

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

This agreement is made between American Express Services Europe Limited and the cardmember who signs the agreement.

When we say "we" and "us" in this agreement, we mean American Express Services Europe Limited. When we say "you", we mean the cardmember who signs the agreement.

This agreement contains important information. Please keep it safe. Part 1 contains the main financial details you will need to know about. Part 2 gives you more information about how the account works.

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 and charges that apply to your account

2.1 Information for comparison

APR	35.8% APR	**Total Amount Payable**	£1,397.74

The APR means the Annual Percentage Rate which is the rate we and other lenders use to help you understand the cost of borrowing. All credit card providers have to use certain assumptions when calculating the APR and Total Amount Payable so you can compare the cost of borrowing across different lenders.

We calculate the APR and Total Amount Payable on the assumptions that:

- if a cardmembership fee applies, (see section 2.3 below) we charge this fee to your account on the date your account is opened;
- you make just one purchase of £1,200 at the start of the agreement;
- there's no change in the interest rate or any other fees or charges; and
- you repay any annual cardmembership fee in full on the day we charge it to the account, and repay the remainder of your account balance in 12 equal monthly payments.

2.2 Interest rates

Explaining Interest Rates

A. SIMPLE RATE

We use the Simple Rate to work out the interest due on your unpaid transactions including any unpaid interest. We calculate this interest daily. We add the total of the daily interest to your account every month on your statement date.

The Simple Rate of interest is made up of two parts:

(1) A rate which is personal to you known as the Personal Rate. The Personal Rate may change but is currently 22.06%; and

(2) A rate which is linked to the Bank of England Base Rate. This is known as the 'Base Rate'. The Base Rate can go up or down depending on what the Bank of England decide to do when they change it. The Base Rate is currently assumed to be 3.75%.

Because your Simple Rate includes the Base Rate, you may notice that your Simple Rate changes. For example, if the Bank of England raise interest rates by 1.5%, your Simple Rate will also increase by 1.5%. If the Bank of England decide to lower interest rates by 1.5%, your Simple Rate will decrease by 1.5%.

The Base Rate part of your Simple Rate will never be less than 0%. This means that if the Bank of England decrease interest rates to -0.25%, the Base Rate will reduce only so far as 0%.

Section 5 “Changes in the Base Rate” provides more information on what happens if the Base Rate changes. If the Bank of England base rate is no longer available, we’ll use a replacement rate. This will be a rate that we reasonably decide is the most similar to the Bank of England’s base rate.

B. COMPOUND RATE

If you do not pay your balance in full each month by the date set out in your statement we’ll charge interest on any unpaid interest that has fallen due even where you pay the minimum payment. This is called ‘compounding’ and means that you are paying interest on interest.

We have provided the Compound Rates below for information only. This is to show you the effect of compounding on the Simple Rate over the course of a year. Because the Compound Rate takes account of the payment of interest on interest, it will be higher than your Simple Rate. We don’t use the Compound Rate to work out the interest you owe.

We charge different interest rates for different types of transactions. These are called our ‘standard rates’ and are set out in the table below.

Transaction Type	**Compound Rate**	**Simple Rate**
Cash advance (including transactions we’ve told you that we treat as cash on your statement e.g. purchasing foreign currency)	36.3%	31.39%
Balance transfer/money transfer (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 to such a transfer)	29.1%	25.81%
All other transactions and amounts charged to your account (including purchases)	29.1%	25.81%
Instalment Plan balance (more information on what these are and how they work can be found below in section 4 “How are repayments to be made”)	0%	0%
Promotional and Financial Relief rates (where we reduce the interest rate on any individual, group or type of transaction)	We’ll tell you the rate, the duration and any other criteria applicable to a promotional rate(s) or offer of financial relief at the time of the promotion or your entry into a Financial Relief rate offer. If you miss a payment, you may lose any promotional rate(s) or the benefit of financial relief on your account. We’ll contact you before the promotional rate(s)/financial relief comes to an end. Once the promotional rate(s)/financial relief has ended our standard rate applicable to each transaction type will apply, unless we tell you that a lower rate will apply.	

We’ll charge the same interest 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 rate which applies to cash advances (as shown in the table above).
- 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” (as shown in the table above).

We won't charge interest on late payment fees or returned payment fees. In this agreement we collectively refer to these fees as ‘default fees’. We also don’t charge interest on Instalment Plan Fees.

2.3 Fees and charges that apply to your account	
Cardmembership	£30 annually*
Supplementary cardmembership (up to 5 can be added) – where you add a friend or relative as an additional cardholder to your account	£0
Late payment – if you're late in paying the minimum monthly payment (we won't charge if your minimum payment is £12 or less)	£12
Returned payment – if we have to return a payment you've made because it's recalled by the bank that sent it	£12
Cash advance – on the amount of the cash	3% (£3 minimum)
Balance/money transfer – on the amount of the transfer	3%
A copy of any statement	£2
Non-sterling transaction – where you use your card for a transaction in a currency other than sterling	2.99% To work out the actual fee you'll pay we take the amount of the transaction after we've converted it to sterling and calculate 2.99% of that amount
Collection costs – for collecting amounts you owe us	Our reasonable costs, including legal fees
Instalment Plan fee	We'll tell you the amount of the monthly fee for the Instalment Plan before you enter into the Instalment Plan

2.3A When we charge fees

Unless we tell you otherwise, if an annual cardmembership fee applies, we'll charge it for each year starting on the date of your first statement and then every year after that on the same date.

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

If a supplementary fee applies, we'll charge it for each year starting on the date the supplementary cardmember is added to the account. Unless you remove the supplementary cardmember, we'll then charge the fee every year after that on the same date. For more information, please see the section "Supplementary cardmembers" in Part 2.

The fees applicable to your agreement are as set out at section 2.3 above. We may suspend, reduce, waive or cancel all or part of any fee which applies to your account, including interest.

2.4 Applying interest

When is interest payable?	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 three exceptions to this. We don't charge interest on: • purchases if you always pay the full amount you owe on each statement date (as shown on your statement) by each payment due date; • late payment fees, returned payment fees or Instalment Plan fees; or • an amount that is included in an Instalment Plan, for the duration of that Instalment Plan unless the Instalment Plan ends early. Where the Instalment Plan ends early, we'll start to charge interest on the balance you owed under that Instalment Plan from the day after your next statement. 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). Interest will still be charged on cash withdrawals and balance transfers even if you pay the balance in full. **Examples** **When you won't pay interest on purchases** 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 June or July which is shown in your July statement.

	When you'll pay interest on purchases 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 then pay the full amount you owe in July. **How we charge interest on cash advances or balance/money transfers** If you ask us to make a cash advance or balance/money transfer, we'll apply interest from the date we charge it to your account and show it in your next statement. **When you'll pay interest on an Instalment Plan that ends early** If an Instalment Plan ends early on 10th June, and your next statement date is 18th June, we'll only start to charge interest on the balance you owed under that Instalment Plan from the 19th of June.
How we work out interest on your account	We convert the annual Simple Rate for each type of transaction into a daily rate (using the actual number of days in a year). We then: • apply this rate to the amount you owe each day for each type of transaction; and then • on each statement date, add the interest charge for each type of transaction to your account. If you don't pay the interest due each month by the date set out in your statement, we'll charge interest on any unpaid interest at the relevant Simple Rate set out above.
3. How much can you borrow?	
What is the credit limit?	The credit limit is the maximum amount that you can borrow on your account at any one time. This includes any spending by any supplementary cardmembers. We'll set your credit limit and tell you what it is when we send you your card. We can adjust your credit limit (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. We'll always let you know how to accept an offer of an increase and how long the offer will be available for. 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 actually need a higher limit. You can also tell us at any time that: • you'd like a lower credit limit and we'll always reduce it (subject to your balance and any minimum credit limit that may apply to your card); • you don't want to receive any future offers to increase your credit limit; or • never to increase your credit limit without you expressly agreeing to the increase. To tell us about any of these things use the online account centre or call us. Our contact details are at the beginning of this agreement. **Limits for Different Uses or Transactions** 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.
Keeping within your credit limit	You should not go over your credit limit. If we allow a transaction that takes you over your limit, we may ask you to pay enough money into your account to bring you back within the limit immediately.
4. How are repayments to be made?	
How much and when you must pay	You must pay at least the minimum payment due each month. The minimum payment due will be shown on your statement. You need to make the minimum payment by the due date. The due date will also be shown on your statement. The payment due date will be at least 25 days after your statement date. You can always pay more than the minimum payment to reduce the amount you owe and the amount of interest you have to pay. If we don't ask you to pay any arrears, they'll be due with your minimum payment unless a Financial Relief Programme has been agreed with you in which case the minimum amount you must pay will be as communicated to you. We'll use any payment you make to pay off arrears before any other amounts you owe us.

	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. You must still pay the minimum payment set out on your statement unless the refund reduces the outstanding balance on your account to an amount less than the minimum payment, in which case you need only pay the outstanding balance. If you pay more than you owe us under this agreement, we'll return the amount you've overpaid unless you owe us money on your other accounts with us. In that case, we can use your overpayment to pay off the other sums you owe. The consequences of missing payments are set out in "Missing payments" in Part 2.
How we calculate your minimum payment due	The minimum payment is the **higher** of the following amounts: (1) £25 (or the total amount you owe if less); or (2) an amount equal to the total of: • any interest, default fees, repayment protection insurance applied to your current month's statement; • 1/12th of any annual cardmembership fee or the full monthly fee (if applicable to the product you hold); • the monthly instalment amount and the monthly instalment fee due in respect of any Instalment Plan; • plus 2% of the amount you owe on the account excluding any Instalment Plan balances. A different minimum payment may apply if you are in a Financial Relief Programme. See section "Financial Relief Programmes" below.
Instalment Plan	During this agreement we may offer you an Instalment Plan. An Instalment Plan is created when we allow you to repay a part of the amount you owe by fixed monthly payments over a set number of months. You will pay a monthly fee for an Instalment Plan, but no interest will be charged on the balance in an Instalment Plan or on the monthly fee. Details of the fee and other terms will be provided to you before you enter an Instalment Plan. You may have more than one Instalment Plan at the same time. Your Instalment Plan may end early if you decide to cancel it. You can cancel an Instalment Plan at any time. We may cancel an Instalment Plan if: • you are in financial difficulties and we reasonably decide it is in your best interest for the plan to be cancelled; • we identify that, over a period of 36 months, you have paid more in interest and charges on the account than you have repaid of the amount borrowed; • you miss 2 consecutive monthly minimum payments; or • your agreement ends. If the Instalment Plan ends early: • the balance on the Instalment Plan will be added to your main account balance and will be subject to the terms of the agreement. Interest will be charged on that balance from the day after your next statement; • you will not be charged interest on any Instalment Plan fees that had been charged but you hadn't paid at the point the Instalment Plan ends; • all remaining unbilled Instalment Plan monthly fees will be waived. You can't overpay an Instalment Plan. If you wish to repay your Instalment Plan faster by making a payment larger than the monthly Instalment Plan amount you must cancel the Instalment Plan and make the payment to your main account balance. Please refer to the section "How we apply payments" to see how any additional payments will be applied to your account.

Financial Relief Programmes	If you experience financial difficulties, we may allow you to pay reduced minimum payments for a limited period (a 'Financial Relief Programme'). We may also reduce the interest rates applicable to your account for a specified time. We'll confirm any conditions attached to your Financial Relief Programme with you in writing, including details of how your minimum payment is calculated and confirmation of the duration of the programme. We'll then update you using your periodic statements, including reminding you when your Financial Relief Programme will come to an end. The minimum payment amount will always be at least equal to any interest, default fees and 1/12th of any annual cardmembership fee or the full monthly fee (if applicable to the product you hold) plus 1% of the amount you owe on the account upon entry into the Financial Relief Programme (subject to a minimum of £5). If you miss two or more payments whilst you are in a Financial Relief Programme, the programme may end. When a Financial Relief Programme ends (either because you have exited from the Programme or because the programme has come to an end) your minimum payments will be calculated in the same way as they were before you entered into the Financial Relief Programme. This is explained in "How we calculate your minimum payment due" above.
5. Can this agreement be changed?	
When we make changes	As this agreement is not for a fixed period and may last a long time, we're likely to need to make changes to interest rates, fees and other terms and services we provide for reasons we can't predict when the agreement was made. In addition, the Simple Rate will change in line with changes in the Base Rate as explained in section 2.2 above. We've set out some reasons we may make changes to the agreement below, but we can also make a change for other reasons as long as we: • tell you in advance about the change; and • make clear that you can end your agreement with us without charge if you don't want to accept the change.
Changes in the Base Rate	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: • We can choose not to apply (or choose to delay) an increase to your interest rate. • 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 rates" section (section 2.2) of this agreement, we'll delay giving effect to the change until the day after your second statement date. We'll notify you of the changed rate in 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. We'll notify you of the changed rate in your first statement. • As the Base Rate we apply will never go below 0%, this means that we won't apply any change to the Base Rate while it remains below 0%.
Our main reasons for changes (other than changes in the Base Rate)	We can change the agreement, including by changing: (a) your Personal Rate element of the Simple Rate, (b) the way interest rate changes take effect or (c) the way we charge or calculate interest (this might include moving away from the interest rate tracking the Base Rate completely to some other basis), or (d) changing or introducing fees for any of the following reasons: • where the costs to us of providing your account change or we have a good reason to think that they will change (for example, where there's a change in how much it costs us to borrow funds to lend you); • where we're changing the way you can use your account; • where we're changing the card benefits offered with your account; • where the change is either good for you (for example, where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral (where the change won't have a good or bad effect on you);

	• where there have been changes or developments in the technology or systems which we use; • where we're making the change because of a change in law, regulation or industry codes of practice, or where we have a good reason to expect that there will be a change; • where we're making a change because of a decision by a court, regulator or a body like the Financial Ombudsman Service; or • where we have a good reason to think that your circumstances have changed and this increases the risk that you might not be able to pay us what you owe.
Telling you about changes	We'll 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'll tell you about the new way before introducing it. If we're changing your interest rate because the Base Rate has changed, we'll tell you of this on the monthly statement before the change takes effect. We'll tell you what the change has been to the Base Rate and how that change will affect the payments you will need to make, 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. You'll be able to opt out of the increase by notifying us before it takes effect as explained below. 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. It is up to you whether you accept any change we are making. 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 "Ending your agreement" in Part 2). If you don't do this before the date the change takes place, we'll assume you're happy with the change and you've accepted it.
How to opt out of an interest rate increase	You can't 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. If you do that you will 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 terms of 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.
Benefits offered with your account	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.
Switching you to a different type of card	You can tell us at any time that you want to have a different type of card. If you do, we may switch you to a different type of card. The terms of this agreement will continue to apply to your new card. We may also switch the type of card you have to another card covered by this agreement if we assess your circumstances and believe that you don't qualify for your current card anymore or that you now qualify for a different card. We'll tell you in advance if we do this. We'll tell you if there are any changes to the terms of this agreement as a result of the above product switches. You can always cancel your card or swap to an alternative product if you are unhappy with the product switch. If you switch to a different type of card covered by this agreement then, unless we tell you otherwise: • you will pay any supplementary fee which applies to the new type of card to your account on the day after your account is switched and any cardmembership fee which applies to the new type of card on the date of your first statement, and every month or every year after that depending on whether the card has a monthly or annual fee.

6. Some other things you need to know	
Credit intermediary	When you first applied for your agreement, you may have dealt with a credit intermediary (such as an internet comparison website), for example, one of the following: • **Moneysupermarket.com** operated by Moneysupermarket.com Financial Group Limited, Moneysupermarket House, St David's Park, Ewloe, CH5 3UZ; • **Uswitch.com** operated by Uswitch Limited, The Cooperage, 5 Copper Row, London, SE1 2LH; • **Moneysavingexpert.com** operated by Moneysavingexpert.com Limited, 19-22 Rathbone Place, London, W1T 1HY – Moneysupermarket.com Limited; • **Topcashback.co.uk** operated by Topcashback Ltd, Temeraire House, Nelson Court, Staffordshire Technology Park, Stafford, ST18 0WQ; • **Quidco.com** operated by Maple Syrup Media Limited, 4th Floor, 76-80 Great Eastern Street, London, EC2A 3JL; • **Ooki.io** operated by Score Genius Technology Limited, 9 Duke Street, Richmond, TW9 1HPT; • **Thepointsguy.co.uk** operated by Red Ventures Services Limited, 5 Copper Row, London, SE1 2LH; • **Forbes.com/uk/advisor/credit-cards/** operated by Marketplace Platforms Limited, 45 Pall Mall, London, SW1Y 5JG; • **Creditec.co.uk** operated by Creditec Limited, The Steam Mill Business Centre, Steam Mill Street, Chester, Cheshire, CH3 5AN; • **Smarter-savings.com** operated by Smarter Savings Limited, 60 Water Lane, Wilmslow, SK9 5AJ; • Nectar360 Limited, 33 Holborn, London EC1N 2HT.

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.

Your Right to Withdraw

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.

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 are asking 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 another copy of this agreement free of charge at any time.

How Your American Express Account Works PART 2 OF YOUR AGREEMENT	
Using the card	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 transactions we may allow. Your card is for personal use and you shouldn't use it for business purposes. 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.
Using a third party provider (TPP)	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. Where required, the TPP will tell you who their regulator is. You can choose to allow certain 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. We may 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. We won't tell you if the law stops us from telling you or if it wouldn't be safe for security reasons.
How you can approve and cancel transactions	To approve a transaction you can: • use your 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 • 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 check that the instruction is from you. We may remove your ability to make contactless payments at any time. 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 monthly subscription fees) if you ask us before the end of the business day before they are due to be made. This means on Monday-Friday from 9am-5pm and excludes any weekends and public holidays. For example, if you have a monthly subscription fee that is due to be charged to your account on a Tuesday, you can ask us to cancel this payment up to the end of the business day on Monday.

When we can refuse to authorise a transaction	We may not allow a transaction if:
	
	• we reasonably suspect that the use of your account is unauthorised or improper or fraudulent;
	
	• we reasonably consider that acting on your instructions might lead to:
	  ○ a breach of law, regulation, code or other obligation; or
	  ○ action from a government, law enforcement agency or regulator;
	
	• we're legally required not to allow the transaction;
	
	• use of the card would be prohibited;
	
	• your card has been temporarily suspended;
	
	• you have insufficient funds available in your credit limit; or
	
	• the transaction would exceed a transaction limit of some sort or take your account over your credit limit.
	
	You may not use your account for illegal activities or in a way 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 – this is often known as 'asking for cashback';
	
	• using your account to send funds to yourself through a payment processor;
	
	• or by using your card at a retailer you own or control.

	If we don’t allow a transaction, you'll normally be told at the time you make the transaction. You can always find out about transactions we've refused, including the reasons why and any limits we may have put on your card, by calling us. We won’t be able to give you this information if the law or any regulation stops us from telling you, not telling you will help prevent fraud or where there are other security reasons which means we can’t tell you. If we don't allow a transaction or a retailer doesn't accept the card we're not responsible for any loss.
Transactions you haven't approved	You're not responsible for any transactions: • made using the physical card (or any other physical payment device we may provide) before you receive it (for example, if your card is stolen in the post); • where we haven't told you how you can tell us that your card or security details have been lost, stolen or compromised; • if we fail to apply procedures that we're legally required to use to check that a payment has been approved by you or a supplementary cardmember; • which are not approved by you or a supplementary cardmember or any other person you or a supplementary cardmember allowed to use your account or card (even though you should be aware that you are not actually permitted to allow any other person to use your account or card). You're responsible if you or a supplementary cardmember: • use your account or card fraudulently; • 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). Where this happens, 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. 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. You must contact us as soon as you notice an unauthorised transaction on your card or account. We'll investigate and may suspend the transaction on your account if we reasonably consider there to be a valid issue. Once investigations are complete, we'll adjust your account accordingly which may include issuing you with a refund.
Transactions for unexpected amounts	If you make a purchase within the UK or the EEA and you have been charged more than you were expecting, we may refund the amount of the purchase (including any interest paid because of this). We’ll only refund the purchase if: • you didn't know exactly how much you were going to be charged when you approved the payment (for example, when using your card to check-in at a hotel); • you ask for the refund within 8 weeks from the date of the statement on which the purchase appears; • you give us all the information we reasonably ask for. We may provide any information you share with us (including personal information) to third parties investigating your claim. We'll let you know the outcome of our investigation within 10 business days of us receiving the information we ask for from you. We’ll make the refund or tell you why we've refused your claim. You're not entitled to a refund if: • you or a supplementary cardmember gave consent for a transaction directly to us; • 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 of the purchase was unknown, but it was later confirmed to you at least four weeks before your card was charged).
Incorrect balance/money transfers	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.

	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).
Theft, loss or misuse of the card or account	You and supplementary cardmembers must: • sign the card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable); • not let others use the account or card; • regularly check you still have the card; • not give your card number to anyone else, other than us or a TPP if it's necessary to share the number so you can use the TPP's services, or if using it for a transaction. We'll never call you and ask for your full card number; • not give your physical card to anyone else except when you need to present your card to pay for goods or services. We'll never ask for your physical card; • not share your security details, which are used to verify your identity, with anyone else (other than us or a TPP if it's necessary to share your details so you can use the TPP's services); • not share your full card PIN number or the password for your American Express online services with anyone. We'll never ask you for this information; • choose a PIN or passcode that is not easy to guess. If you or a supplementary cardmember, register a card for use on a mobile phone or other device, you or the supplementary cardmember, must: • keep it and your security details safe and secure at all times, in the same way you would your card or PIN; • always use the lock feature on the phone or other device; • 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. You or a supplementary cardmember must tell us straight away if you suspect: • a card has been lost or stolen or has not been received; • a mobile phone or other device to which a card has been registered has been lost, stolen or compromised; • someone else knows a PIN or other security details; or • the account or a card is being misused or used without your permission, or a transaction on the account was not approved or has been processed incorrectly. Our contact details are at the beginning of this agreement. If we need to stop you or a supplementary cardmember using a card for any reason, the use of all other cards issued on your account may also be stopped at the same time. 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.
How to pay	You must make payments to us in Pounds Sterling by any method set out on your statement or any other method we otherwise tell you about or allow you to use. Payment must be made from a personal account in your own name. If you don't you may experience disruption to your account. If you are unable to pay your account this way due to personal circumstances, please contact us, using the contact details provided above, to discuss this. You must make a separate payment for each account you hold with us. If you send payments together and don't clearly tell us the account to be paid, we may apply payments to any account. 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. A business day means a day in which our normal business operations are carried out on which is Monday-Friday from 9am-5pm and excludes any weekends and public holidays.

	All transactions are subject to additional checks, and we may contact you for further information.
How we apply payments	If the amount you pay is less than the full amount you owe, we'll use your payment to pay off arrears before other amounts you owe us. We'll then pay off the monthly instalment amount and monthly instalment fee that you owe in relation to any Instalment Plan. We'll then pay off the remaining amounts you owe at the highest interest rates before amounts charged at lower interest rates. We'll also apply payments to amounts that have appeared on your statements before amounts that have not yet appeared on your statements.
Missing payments	Missing payments can have serious consequences. It could mean: • you'll lose any promotional interest rates on your account which means any balances will be charged interest at your standard rate; • you may lose any financial relief interest rates or Financial Relief Programmes on your account; • you have to pay additional charges or costs; • your credit rating may be affected, making it more difficult or expensive to obtain credit; and • we take legal action (which could include getting a court order to give us the right to take 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. If you miss a monthly payment for an Instalment Plan, the unpaid amount will be requested on your next statement as part of the payment due that month. If you don't pay in full 2 consecutive minimum monthly payments, any Instalment Plans on the account will end, and the Instalment Plan balance will be added to your main account balance and be subject to the terms of this agreement including the charging of interest. For more details, please see "When is interest payable?" in section 2.4 above. If you are struggling to make a payment or think you may have difficulty making a payment in the future, please contact us and let us know as soon as possible.
Payments into your account by mistake	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. Sometimes we may be 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 person making the payment gave the wrong account number or reference). When we contact you, you may disagree it was a mistake and tell us the payment was intended for you. If that happens, we have to share all relevant information (including your name and address and transaction information) with the other bank involved in the payment if they ask us to. The other bank can pass this information to their customer to help them claim the money back from you.
Supplementary cardmembers	A supplementary cardmember is a friend or relative that you have added as an additional cardholder on your account. You must make sure that supplementary cardmembers keep to this agreement. You can add no more than five supplementary cardmembers to your account. 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. If you want to stop a supplementary cardmember from using your account you must tell us.
Converting transactions made in a foreign currency	**What happens if I make a payment or someone gives me a refund in a different currency?** Our currency conversion affiliate – a company called AE Exposure Management Limited ("AEEML") – will change the money into the currency of your account. If you're making a payment or getting a refund in anything other than the currency of your account or US dollars, AEEML will change the currency of the payment or the refund to US dollars first, then to the currency of your account. Even though there will be two currency conversions taking place, you'll only pay one non-sterling transaction fee for making a payment and we don't charge a non-sterling transaction fee for refunds. If the payment or refund is in US dollars, AEEML will convert it directly into the currency of your account.

	How much will it cost me? AEEML will use a rate called the 'American Express Exchange Rate' to change the money into the currency of your account. The American Express Exchange Rate is set on the day before the transaction processing day. AEEML sets this rate every Monday to Friday, except for Christmas Day and New Year's Day. AEEML bases the American Express Exchange Rate on: • the rate required by law or customarily used in the country where the purchase or refund is made or where this doesn't apply, • interbank rates selected from customary industry sources. We'll also charge a non-sterling transaction fee if you're making a payment in a different currency. We won't charge that fee if you're being given a refund in a different currency. The total cost of converting your currency will be the American Express Exchange Rate and the non-sterling transaction fee together. You can use the tool on our website if you want to compare the total cost of converting your currency with reference rates from the European Central Bank. **How do I check the exchange rate?** The applicable rate is the American Express Exchange Rate set by AEEML on the day before the transaction processing date. This is the rate which AEEML will use to change the transaction into the currency of your account. You can find information about the American Express Exchange Rate by calling us. Exchange rates can change a lot from one day to another. The exchange rate used may be different from the rate that applied on the date of your transaction or refund. If you receive a refund, it could be less or more than the amount of the payment you originally made because the exchange rate has changed. **What if I'm given the option at the checkout to make the payment in the currency of my account instead of in a different currency?** The person giving you that option will set the exchange rate and any commission or charges. We'll receive the transaction or refund in the currency of your account, so we won't charge you a non-sterling transaction fee.
Statements and legal notices	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. We may send you notices on or with your statements. This could include any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you). 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. Always check each statement and contact us as soon as possible if you need more information about anything. 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. We'll send to you by email and post some notices we're required by law to provide. These notices will be addressed to you and sent to the latest billing address on our records. If you receive statements by post, we'll send the statements and any notices we're required by law to provide by post, addressed to you, at the latest billing address on our records.
Contacting you	We may send you important messages and other communications (including alerts about certain activity on your account) about your account or card in line with your preferences. This could be by letter, 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.

	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. 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). Your residential address for your account must be an address in the United Kingdom. If it is not, we'll close your account in accordance with the rights we reserve under the "Ending your Agreement" section of this agreement.
Changing your contact details	We'll use your most recent contact details to contact you. You must notify us immediately if you change your address, email address or mobile number. Your residential address can't be changed to an address that is not in the United Kingdom. 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 they have been returned to us, we may stop trying to contact you until we receive accurate contact information. Any legal notices will be posted to the online account centre or sent to your last known mailing address or email address.

Suspending your account	We may suspend your account or any feature on your account (including a supplementary card) if:
	
	• you tell us to close your account or we tell you we are closing your account;
	
	• we consider it necessary for the security of the account;
	
	• you or a supplementary cardmember are in breach of the agreement;
	
	• we suspect unauthorised, improper and/or fraudulent use of your account;
	
	• we reasonably consider that by allowing use of the account or feature we might:
	  ○ breach a law, regulation, code or other obligation; or
	  ○ face action from a government, law enforcement agency or regulator
	
	• we reasonably think there's a significantly increased risk that you won't be able to repay us (for example in the case of your account being subject to a financial relief rate and/or being in a Financial Relief Programme); and
	
	• you've repaid more in interest and charges than the amount you've borrowed on your card for a sustained period.
	
	We'll normally notify you beforehand or immediately afterwards and tell you the reasons if we can.
	
	If your account is suspended, you (and any supplementary cardmember) must:
	
	• not use the card; and
	
	• inform retailers not to try to take any further payments from your account.
	
	We'll allow you to use the account once 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.

Ending your agreement	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. We can do this by giving you at least two months' written notice or we may end this agreement immediately if: • you continue to fail to pay minimum payments on time or go over your credit limit; • you seriously or regularly break this agreement; • you give us false or misleading information; • your residential address for your account is not within or is no longer within the United Kingdom; • you become or are likely to become bankrupt or are involved in any debt relief process;

	• you break another agreement you have with us or one of our group companies;
	• we reasonably believe that by continuing the agreement we might:
	  o break the law, regulation, code or other obligation; or
	  o face action from a government, law enforcement agency or regulator;
	• you become incapacitated or die;
	• you behave in an abusive or threatening way to our staff; or
	• we reasonably believe you're unable or unwilling to pay your debts when due.
	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.
	When your account is closed, any Instalment Plans on the account will end, and the Instalment Plan balance will be added to your main account balance and be subject to the terms of this agreement including the charging of interest.
	We may also cancel a supplementary card by giving you at least two months' written notice or immediately under any of the circumstances listed above. Where reference is made to "you" in these circumstances, this includes a supplementary cardmember.
	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.
	The agreement will only come to an end once you've paid off all amounts you owe us. Until then:
	• all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement);
	• you (and any supplementary cardmember) will have no rights under it to use the account or the card to make transactions; and
	• your card benefits will stop.
	You must destroy all cards when the agreement ends.

Set off (Repayment across accounts with us)	We may, at any time, without telling or asking you, use any credit on your account to repay any amount you owe us. This includes 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.
Complaints about us	If you have a complaint about your account or the service you've received, please contact: Global Customer Research and Solutions, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH. You can also make a complaint by using our online chat facility or by calling us. You can find these details here: **americanexpress.com/uk/contact-us/** 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 4567 or 0300 123 9123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman Service on their website at **financial-ombudsman.org.uk**.
How we're regulated	We are authorised and regulated by the Financial Conduct Authority under registration number 661836. The Financial Conduct Authority's address is: 12 Endeavour Square, London E20 1JN.
Claims against retailers or other third parties	Under section 75 of the Consumer Credit Act 1974, if you use your card to buy any item of goods or services, costing over £100 but not more than £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. If you challenge a transaction with a retailer or other third party, we may refund all or part of that transaction.

	If we give you a refund, you and any supplementary cardmembers agree to transfer all of your rights and claims against the third party to us (excluding claims such as negligence). This means you won't make any claim against the third party for the amount we have refunded. Instead you must cooperate with us if we decide to make a claim. If we want to make a claim against a third party, we may need to use your personal information and disclose it to the third party. We'll let you know if this happens.
How we use your information	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.
Transferring the agreement	We may transfer some or all of our rights and duties under this agreement (including your account) to another provider. We may do this without telling you, unless the law tells us to notify you. You can't transfer your account or any of your duties under this agreement to a third party.
Waiver of rights	We may choose not to use certain rights we have under this agreement. However, this doesn't prevent us from using these rights on any other occasions.
Language and governing law	We'll communicate with you in English. English law will apply to this agreement and to dealings between us before this agreement applied. The courts of England shall have non-exclusive jurisdiction over us and you. This means the English courts will be able to deal with any claims.
Taxes and duties	You will need to pay any government taxes, duties or other amounts required by the law. This includes any amounts due in any country where you or a supplementary cardmember use your account.
Limitations on our liability	We won't be responsible to you for losses and costs caused by things that are abnormal or unforeseeable and that we can't reasonably control where those things would've happened despite our reasonable efforts to prevent them. For example, where there is a breakdown of a power supply or a natural disaster.

American Express® Nectar Credit Card Benefits

Nectar points Terms and Conditions

Introduction

What is this document?

These terms and conditions apply to your participation in the Nectar programme (***Programme***) available with your card account (***Card Account***). They are separate from and additional to the terms and conditions of your Card Account (your ***Card Account Agreement***). When you sign your Card Account Agreement, you agree to also be bound by these terms and conditions.

The Programme is linked to the Nectar loyalty programme.

Contact details

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.

About earning points

How you earn points

When do you earn points?

You will earn points if:

- you are a member of the Nectar loyalty programme; and
- you use your Card Account to make purchases.

Your points will be subject to the Nectar loyalty programme terms and conditions which can be found on the Nectar website (**nectar.com**).

Your points will show in your American Express Points Account **(*Points Account*)** after you have made a purchase. They may take up to 3 days to show on there. You can check your American Express online account for your points earned.

Your points will be transferred by us from your Points Account to your account with the Nectar loyalty programme (***Nectar Account***) approximately 6 days before your statement date.

How many points will you earn?

You will usually earn points at the rate of 2 points for every £1 spent on purchases using your Card Account, except for purchases made at warehouse retailers in the United Kingdom where you will earn points at the rate of 1 point for every £1 spent on purchases (we call this your ***Earn Rate***).

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.

Your Earn Rate does not apply

- if a promotional rate applies; or
- for any of the reasons set out in these terms (see below).

How are points calculated?

Points are calculated on the amount of the purchase and then rounded down to the nearest full point.

	For example: • You make a purchase of £25.99. • Points are earned at the rate of 2 points per £1. • You will earn 51 points (i.e. £25.99 x 2 points = 51.98 rounded down to 51 points).
When you will not earn points	You will not earn points for interest, fees (including default fees), balance transfers, cash advances (including transactions treated as cash), loading of prepaid cards or purchasing foreign currency. You will not earn points if you are behind with your payments on your Card Account and as a consequence, we stop you from making purchases on your Card Account or on another account you have with us.

When you might lose points you have earned

Losing your points	If you earn points on a transaction that is later refunded, those points will be lost. When calculating the number of points you lose, we will use your current Earn Rate rather than the Earn Rate applied to the original purchase (if different). If your Points Account has a negative balance as a result of this, any points earned after this will be used to reduce your negative balance until such time as your Points Account is placed back into a positive position. Only once your Points Account is placed back into a positive balance will your points be transferable to your Nectar Account.
What happens if you close your Card Account?	You will no longer earn points for purchases made using your Card Account. Any points that are not showing on your Points Account will be lost. Any points already in your Points Account will be transferred to your Nectar Account.
What happens if we close your Card Account?	You will no longer earn points for purchases made using your Card Account. Any points that are not showing on your Points Account will be lost. Any points already in your Points Account will be transferred to your Nectar Account.

Other important information

Changes to these Terms and Conditions	We may change these terms and conditions, including your Earn Rate. The reasons we may make changes includes: • where the costs to us of providing the Programme change or we have a good reason to expect that they will change; • where we change the way you can use your Card Account; • where we are changing the card benefits offered with your Card Account; • where the change is either neutral or is good for you (including where we are making the change to expand the Programme or to make the terms and conditions clearer or fairer); • to reflect changes or developments in the technology or systems which we use; • to reflect changes to the Nectar loyalty programme; or • 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). We will only do this if we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. We will usually give you at least 30 days' notice before making the change. If the change is to your advantage, we will still tell you about it but may make the change before we do so. We will give you notice by statement message, post, email or other form of electronic communication (where you have indicated your consent by opting in to receive such electronic communications). You can close your Card Account at any time (without charge) if you are not happy with any changes we make. See the "*What happens if you close your Card Account*?" section above.

Removing you from the Programme or ending the Programme	We will remove you from the Programme if we close your Card Account in accordance with the terms of the Card Account Agreement. We may also remove you from the Programme, or end the Programme, by giving you at least 30 days' prior notice. We do not need to give you a reason for this, but we will only do this if we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. If we remove you from the Programme or end the Programme, we may also switch you to a different type of card in accordance with the Card Account Agreement and/or replace these terms and conditions with a new set of terms and conditions that provide and cover different benefits. You can always close your Card Account without charge if you are unhappy with the change.
Fraud and Abuse of the Programme	If we reasonably believe that you have engaged in any fraud or material abuse related to the Programme (for example seeking to obtain an advantage through unfair or deceptive means such as entering into a transaction, receiving and using the points as a result of that transaction and then asking for a refund of the transaction and closing the Card Account), we may take actions which we reasonably consider appropriate in the circumstances. This may include removing you from the Programme, closing your Card Account and/or cancelling any points you have earned.
Claims against third parties	We are not responsible for claims regarding any failure or breach with respect to goods and services provided as rewards by third parties. Third party rewards may also be subject to separate terms and conditions.
Language and governing law	These terms and conditions and all communications between us will be in English. English law applies to these terms and conditions and to all dealings between us before these terms and conditions applied. The courts of England have non-exclusive jurisdiction over us and you. This means the English courts will be able to deal with any claims relating to these terms and conditions.
Taxes and duties	You must pay or account for any government tax, duty or other amount imposed by law in any country in respect of these terms and conditions and any points you have earned.
Complaints about us	If you have a complaint about your account or the service you've received, please contact: Global Customer Research and Solutions, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH. You can also make a complaint by using our online chat facility or by calling us. You can find these details here: **americanexpress.com/uk/contact-us/** 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 4567 or 0300 123 9123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman Service on their website at **financial-ombudsman.org.uk**.

American Express Services Europe Limited has its registered office at Belgrave House,
76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom.
It is registered in England and Wales with Company Number 1833139
and authorised and regulated by the Financial Conduct Authority.