



## American Express® Card Benefits Membership Rewards® Terms and Conditions

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### Introduction

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**What is this document?** These Terms and Conditions govern your enrolment in the Membership Rewards programme (**Programme**) associated with the card account (**Card Account**) in respect of which you hold the Card (**Cardmember**). You can earn points (**Points**) under your Card Account and you can redeem your Points for rewards (**Rewards**). When you sign the agreement for your Card Account (your **Account Agreement** or your **Card Account Agreement**), you agree to be bound by these Terms and Conditions. If you hold a corporate Card you can be enrolled in the Programme unless your employer has decided not to participate.

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### Enrolment and Fees

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**Enrolment and Fees** If you have one of the American Express-issued cards (**Card or Cards**) set out below, the annual fee shown will be applied to your Card Account as a purchase transaction the day after you initially enrol in the Programme and on or shortly after the anniversary of that date each year.

If you have a green charge Card (which is not a corporate or a small business Card), and payment of your Cardmembership fee does not already entitle you to participate in the Programme, for each year that you participate in the Programme, you will be charged an annual fee of £24 including VAT for participation in the Programme.

If you have a corporate Card (other than a platinum corporate Card), for each year that you participate in the Programme, you will be charged an annual fee of £36 including VAT for participation in the Programme.

You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the *What happens if you close your Card Account?* section below in relation to what happens to your Points when you exit the Programme.

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### About earning Points

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**How you earn Points** You earn a set amount of Points for each pound of eligible spending on your Card Account. The number of Points per pound is referred to as your **Earn Rate** and will be shown on your Card Account statement. From time to time, we may tell you about promotional Earn Rates or permit you to earn more Points per pound for certain purchases or other forms of promotion relating to the earning of Points. We may contact you about this to ensure that you can benefit from the Programme (as explained in the Additional benefits and other products' section of your Card Account Agreement).

We will maintain a points account for you. Points are earned on every full pound spent in each purchase and will be added to your points account (**Points Account**). We will tell you the balance in your Points Account on your Card Account statement.

The value of each purchase will be rounded down to the nearest pound before Points are calculated.

Under your Card Account Agreement, you are able to request supplementary Cards for supplementary Cardmembers. Unless you have a corporate Card (in which case you cannot have a supplementary Cardmember on your Points Account), Cards issued to supplementary Cardmembers on your Card Account will also earn Points.

**Linked Card Accounts** If you have more than one Card Account (as the main Cardmember) under the terms of which you are eligible to be enrolled in the Programme (including a corporate Card), you can ask that the Card Accounts are 'linked' in order that Points earned on all your Card Accounts will go into the same Points Account (**Linked Card Accounts**) provided that they have the same Earn Rate and are billed in the same currency.

Points earned on your corporate Card shall accrue into your individual Points Account, and not into any account of your employer.

We reserve the right to de-link your Card Accounts at any time and we will tell you before we do.

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

- interest, fees (including default fees), balance transfers, cash advances (including transactions treated as cash), loading of pre paid 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 credits.

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

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## About redeeming Points

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<b>How do you redeem Points?</b>	<p>The types of Rewards available are subject to change. Those available to you at any time will be shown on our website at <a href="http://membershiprewards.co.uk">membershiprewards.co.uk</a>. We may contact you with other offers on Rewards from time to time. There may be some addresses (normally overseas) to which we are not able to ship certain Rewards.</p> <p>You cannot redeem Points for cash or to make a general credit to your Card Account, although you can use Points to apply a credit against certain eligible transactions and to make purchases via our website (see '<i>Redeem points by way of credit against Eligible Transactions on your Card Account or to make purchases using Pay with Points</i>' below).</p> <p>Supplementary Cardmembers cannot redeem Points on your behalf.</p> <p>You cannot redeem Points for as long as you are late in making payment on your Card Account. Once your Card Account is up to date, and provided it has not been cancelled by us, you will once again be able to redeem points, but please see the <i>Losing your Points</i> section below.</p> <p>Once you have redeemed your Points this is non-reversible and any redemption is non-transferable.</p> <p>In order to redeem Points, please visit <a href="http://membershiprewards.co.uk">membershiprewards.co.uk</a> and log in to your Online Services or call Customer Services using the number on the back of your Card.</p>
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<b>Redeem points by way of credit against Eligible Transactions on your Card Account or to make purchases using Pay with Points</b>	<p>You can use your Points to apply a credit to your Card Account against certain fees and/or purchases that we confirm as being eligible (<b>Eligible Transactions</b>). The rate at which we convert Points may vary and we will tell you what the conversion rate is when you arrange the redemption. The conversion rate is also on our website. The credit will appear on your Card Account approximately three (3) days after you have asked us to redeem the Points, but may not appear on the same Card Account statement as the Eligible Transaction. You cannot redeem Points by way of credit against Eligible Transactions on your Card Account if you have a credit balance on your Card Account or if you are late in making payment on your Card Account. If you redeem Points in this way, you must still pay the amount due on your Card Account statement. Minimum redemption thresholds will apply per Eligible Transaction, and we will confirm the applicable minimum when you arrange the redemption.</p> <p>You may also be able to use your Points to make purchases at certain retailers listed on our website. You need to indicate at the time of purchase that you wish to pay with Points. The purchase may initially be charged to your Card Account as a normal purchase. If so, we will then debit the Points from your Points Account and credit your Card Account with the corresponding amount. Credits to your Card Account may not be made and appear in the same statement period as the original purchase. If the Points redeemed do not cover the entire amount of the purchase, the outstanding balance of the purchase price will remain on your Card Account. Any refunds for purchases made using Pay with Points will be subject to the retailer's own refund policies.</p>
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<b>Transfer Points to other Loyalty Programmes</b>	<p>You can opt for some or all of your Points to be added to a separate account with an American Express partner airline, retail or hotel loyalty programme (<b>Loyalty Programme</b>). Further information regarding these Loyalty Programmes can be found on our website or by contacting Customer Services. You can ask us to transfer Points to your Loyalty Programme on our website or by contacting Customer Services. To be able to do this, you must first link your Points Account to the Loyalty Programme account in your name. We will tell you how to do this when you contact us, or you can do it online via our website.</p> <p>Visit our website at <a href="http://membershiprewards.co.uk/travel">membershiprewards.co.uk/travel</a> for more information on transferring Points to Loyalty Programmes.</p>
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<b>Travel bookings</b>	<p>You can redeem Points for travel booked through American Express Travel Services.</p> <p>If you redeem Points for travel, you are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.</p> <p>Please note, the travel insurance benefits that you may have as part of your Card benefits may not cover the travel booked with Points. Please see the Terms and Conditions of any Card travel insurance benefits for full details.</p>
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<b>Concierge bookings</b>	<p>You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.</p>
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<b>Other types of Reward</b>	<p>All Rewards are subject to availability. You can redeem Points for goods, tickets, gift cards, vouchers, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels and contributions to charities selected by you from a list that we make available to you.</p> <p>All Rewards are provided by third parties and not by us, our affiliates or our subsidiaries. You should check the Terms and Conditions that are presented to you when redeeming your points for important conditions such as expiry dates and any refund policies.</p>
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## About purchasing Points

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<b>How do you purchase Points?</b>	<p>Unless you only have a corporate Card enrolled in the Programme, you can purchase extra Points.</p> <p>You must purchase Points in increments of one thousand (1,000) Points with a minimum purchase of one thousand (1,000) Points. You can purchase extra Points up to a maximum of ten thousand (10,000) per</p>
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year. If you want to purchase Points, we will tell you the purchase cost when you contact us. We may impose different maximum and minimum purchase costs from time to time.

In order to purchase Points, please call Customer Services using the number on the back of your Card.

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## When you might lose Points you have earned

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**Losing your Points** If you miss a monthly payment on your Card Account, the Points that you have earned in the previous month will be forfeited and taken away from the balance of your Points Account (which may result in a negative Points balance).

You will start earning Points again from each statement date but they will continue to be forfeited whenever the relevant monthly payment is not made by the payment due date.

**What happens if you close your Card Account?** If you close your Card Account and there are no other Linked Card Accounts on your Points Account, you will have thirty (30) days from the date you tell us that you are closing the Card Account to redeem your Points.

If you hold a corporate Card and your employer requests that your participation in the Programme is cancelled, you will have thirty (30) days from the date we receive the request to redeem any Points that have not already been linked to another Points Account.

If you do not redeem your Points within thirty (30) days, they will be forfeited.

If you close your Card Account and leave at least one other Linked Card Account in the Programme open, you will continue to earn Points in your Points Account through any Linked Card Account(s).

**What happens if we close your Card Account?** If we close your Card Account in accordance with the Card Account Agreement, we will withdraw you from the Programme and you will lose any Points that you have earned.

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## Other important information

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**Management by a Bank or Third Party Nominee** If you have told us that a bank will be managing your Card Account (private banking Cardmembers only) on your behalf (your *Bank*), you agree that we can accept instructions from your Bank in relation to your participation in the Programme and that you will be bound by such instructions. Similarly, if we have permitted you to nominate a third party to whom you have granted the authority to service your participation in the Programme on your behalf, we will accept that person as your **Third Party Nominee** and you agree that we can accept instructions from your Third Party Nominee in relation to your participation in the Programme and that you will be bound by such instructions.

In either case, this does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardmember, even though the Bank or Third Party Nominee may do certain things on your behalf. If your Bank is managing your Card Account, when we need to send you a notice or other communication, you agree that sending this to your Bank will satisfy our obligation to send it to you, although we are still allowed to contact you directly if necessary.

We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Bank or the Third Party Nominee and contact you directly to confirm the instructions we have received.

You may withdraw your consent to the Bank managing your Card Account at any stage, in which case the Bank will no longer manage your participation in the Programme. Should you choose to withdraw such consent, you must, as soon as practicable, notify American Express of such withdrawal by contacting us using the number on the back of your Card. Likewise, you may withdraw your consent to the Third Party Nominee servicing your participation in the Programme at any time by contacting us in the same way. We will assume that a Bank and/or Third Party Nominee is authorised by you until you notify us of your withdrawal of that consent.

Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Bank or your Third Party Nominee. You can find further information about this in the 'your personal information' section in your Card Account Agreement.

**Changes to these Terms and Conditions** We may change these Terms and Conditions, including the Earn Rate, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.

We will give you at least thirty (30) days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner.

We will give you any such notice by statement message, post, email or other form of electronic communication.

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<b>Transfer Points to a Card Account in a different currency</b>	If you have another Card Account (as the main Cardmember) under the same name, which is denominated in a different currency, you can transfer Points to your other Card Account ( <b><i>International Transfer</i></b> ). You can make no more than one (1) International Transfer in any twelve (12) month period. This twelve (12) month period will commence on the date an International Transfer is requested by you. International Transfers are subject to the same exchange rate as that which applies to currency conversions on your Card Account, and it can take up to two (2) weeks for the transferred Points to appear, and be available to use on, your other Card Account.
<b>Withdrawing you from the Programme or ending the Programme</b>	We will withdraw you from the Programme if we close your Card Account in accordance with the terms of the Card Account Agreement.  We may withdraw you from the Programme or end the Programme by giving you at least thirty (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.
<b>Fraud and Abuse of the Programme</b>	If we have reasonable grounds to believe that you have engaged in any fraud or material abuse related to the Programme, 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 cancelling your Points Account and 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. Third party Rewards may also be subject to separate Terms and Conditions.
<b>Language and governing law</b>	These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.  These Terms and Conditions and any 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.
<b>Taxes, duties and exchange control</b>	You must pay any government tax, duty or other amount (excluding VAT or any other sales tax charged by a third party provider of Rewards in respect of the purchase price of such Rewards) imposed by law in any country in respect of these Terms and Conditions and any Rewards from which you benefit. VAT (and any other sales tax) will be taken into account by us when determining the number of Points required for redemption of a Reward.  Where a tax invoice (for VAT or other sales tax) is required to be provided by a third party provider of Rewards to you in connection with the redemption of a Reward, the third party will provide this invoice to us.