

American Express® Card Benefits

Membership Rewards® Terms and Conditions



Introduction

What is this document?

These Terms and Conditions govern the Membership Rewards programme (**Programme**) associated with your card account (**Card Account**). When you sign the agreement for your Card Account, you agree to be bound by these Terms and Conditions.

Enrollment and Fees

If you have a Green Charge Card, for each year that you participate in the Programme, you will be charged an annual fee of £24 including VAT. This will be applied to your Card Account as a purchase transaction the day after you initially enroll in the Programme and on or shortly after the anniversary of that date each year. You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the **What happens if you end your Card Account?** section below in relation to what happens to your points when you exit the Programme.

About earning Points

How you earn Points

You earn a set amount of **Points** for each pound of eligible spend 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 'About additional benefits and other products' section of the agreement for your Card Account).

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. 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.

Supplementary Cards issued on your Card Account will also earn Points.

Linked Cards

If you have more than one Card (as the main Cardholder) eligible to be enrolled in the Programme, you can ask that they are 'linked' in order that Points earned on all your Cards will go into the same Points Account (**Linked Cards**) provided that they are billed in the same currency.

We reserve the right to de-link your Cards 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 credited to your Card Account by way of refunds or other types of credits.

About redeeming Points

How do you redeem Points?

The rewards and ways to use your Points are subject to change. Those available to you at any time will be shown on our website at membershiprewards.co.uk. We may contact you with other offers from time to time.

You can also call Customer Services on 0845 604 2839. Supplementary Cardholders will not be able to redeem Points on your behalf.

Below we set out the different types of ways that you can generally redeem your Points.

In order to redeem or purchase Points, please visit our website or call Customer Services.

You will be unable to 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, you will be able to redeem Points again.

You can purchase extra Points up to a maximum of 10,000 per year. You must purchase Points in increments of 1,000 Points with a minimum purchase of 1,000 Points. If you want to purchase Points, we

will provide the purchase cost when you contact us. We may impose different maximum and minimum purchases from time to time. Once you have asked us to redeem your Points this is non reversible.

Points are not redeemable for cash or a credit to your Card Account, except as set out in these Terms and Conditions.

There may be some addresses (normally overseas) to which certain rewards may not be able to be shipped.

Servicing Bank

If you have told us that a Bank will be servicing or managing your Card Account (on your behalf) (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. 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 Cardholder, even though your Bank may do certain things on your behalf.

We are still allowed to contact you directly if necessary including where the Bank is unable to manage your Card Account.

When we need to send you a notice or other communication, you agree that we will send this to your Bank if you have asked us to, and this will satisfy our obligation to send the notice or other communication to you.

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 contact you directly to confirm the instructions we have received.

You may withdraw your consent allowing the Bank to manage your Card Account in accordance with the Card Account agreement. If you do so, the Bank will no longer manage your participation in the Programme.

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

Third Party Nominee

Unless we tell you otherwise, we will accept a person authorised by you as your **Third Party Nominee** (a person (including an attorney) whom you have told us is authorised by you to service your participation in the Programme on your behalf (to the extent set out in your Card Account application form or other document approved by us) and whom we have accepted to do so). 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 Cardholder, even though the Third Party Nominee may do certain things on your behalf.

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

You may withdraw your consent allowing the Third Party Nominee to service your participation in the Programme at any time by contacting us using the details at www.americanexpress.com/eurodollar or the number shown on the back of the Card issued with your Card Account. We will assume that a Third Party Nominee is authorised by you until you withdraw your consent.

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

Redeeming Points for goods, gift cards, gift certificates, E-Codes and donations to charities

You can redeem Points for goods, gift cards, gift certificates, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels, and contributions to charities of types we make available to you.

You should check the Terms and Conditions that are given to you with these rewards for important conditions such as expiry dates and any refund policies.

Transferring Points to Point Transfer Programmes

You can opt for some or all of your Points to be added to a separate account with an airline or hotel loyalty programme (called a **Point Transfer Programme**). You can ask us to transfer Points to your Point Transfer Programme on our website or by contacting Customer Services.

To be able to do this, you must first link your Points Account to the Point Transfer 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. Visit our website at membershiprewards.co.uk/travel for more information on transferring Points to Point Transfer Programmes.

Redeeming Points for credit

You can redeem Points for a credit to your Card Account. A Points conversion rate will apply which we will tell you when you contact us to arrange the redemption or you can find it on our website.

The credit will appear on your Card Account approximately three days after you have asked us to redeem the Points.

You cannot redeem Points for credit if you already have a credit balance on your Card Account or if you are late in making payment on your Card Account.

If you redeem Points for credit, you must still pay the amount due on your statement.

TripFlex rewards

The TripFlex rewards option allows you to redeem Points towards **Qualified Travel Purchases** you have made on your Card Account.

A Qualified Travel Purchase is a purchase made with a travel retailer we have designated as a qualifying retailer (such as certain airlines, hotels, car rental companies, cruise lines, travel agencies, tour operators or online travel websites). You can find more details of the TripFlex rewards programme and additional Terms and Conditions which apply on our website.

You can redeem Points against the amount on your Card Account, including related taxes, booking fees, airport fees and insurance premiums.

You can redeem a minimum of 1,000 Points against some or all of a Qualified Travel Purchase up to three months after making the purchase. Depending on when you redeem the Points, the credit may be applied to your Card Account in a statement period after you made the Qualified Travel Purchase.

Travel bookings

You can redeem Points for travel booked through American Express Travel Services.

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.

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.

Concierge bookings

You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.

Pay with Points

You may 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 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.

When you might lose Points you have earned

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 (this 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 end your Card Account?

If you end your Card Account agreement and there are no other Linked Cards on your Points Account, or if you end these Terms and Conditions, you will have 30 days from the date you request this to redeem your Points. You can also transfer them to another Points Account, including transferring to a Points

Account held by someone else (for a fee that we will inform you of at the time). If you do not transfer or redeem your Points within 30 days, they will be forfeited.

If you end your Card Account and leave at least one other Linked Card in the Programme open, you will continue to earn Points in your Points Account with those Linked Cards.

What happens if we cancel or end your Card Account?

If we cancel or end your Card Account in accordance with the Card Account agreement, you will lose the Points that you have earned but not yet redeemed, unless you have another Linked Card in the Programme.

Other important information

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 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 notice by statement message, post, email or other form of electronic communication.

Ending these Terms and Conditions

We may end the agreement governed by these Terms and Conditions if we cancel or end your Card Account in accordance with the Card Account agreement.

We may also end the agreement governed by these Terms and Conditions 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 changing your Card Account to a different product in accordance with the Card Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that cover different benefits.

Fraud and Abuse of the Programme

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.

Claims against rewards providers

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.

Language and governing law

These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.

These Terms and Conditions and dealings between us before you enter into these Terms and Conditions are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.

Taxes, duties and exchange control

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 you benefit from. VAT (and any other sales tax) will be taken into account by us when determining the number of Points which are required for redemption for 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 supplier will provide this invoice to us.