

# 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 apply to your participation in the Membership Rewards programme (**Programme**) which is available with your card account (**Card Account**). We refer to you in these terms and conditions as 'you' or the 'Cardmember'.

You can earn points by using your Card Account and you can:

- redeem your points for rewards (**Rewards**);
- transfer your points to another loyalty programme; or
- transfer your points to the points account of another Card Account you have in a different currency.

These terms and conditions 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.

**If you are a Green cardmember who is not a business customer but you pay a yearly Programme Fee**, then you agree to be bound by these terms and conditions when you enrol in the Programme.

**If you are a Corporate cardmember whose employers have decided to participate in the Programme**, then you agree to be bound by these terms and conditions when you enrol in the Programme.

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#### Contact details

Telephone number: 0800 917 8047

Website: [membershprewards.co.uk](http://membershprewards.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.

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### Enrolment and Fees

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#### Enrolment and Fees

##### Enrolment

You are automatically enrolled in the Programme when you sign your Card Account Agreement unless you are:

- a Green cardmember who is not a business customer but pays a yearly Programme Fee; or
- a Corporate cardmember whose employer has decided not to participate in the Programme.

*For Green cardmembers:* if you hold a Green charge card (which is not a Corporate or Small business card) and you are not currently enrolled in the Programme, you can do so at any time by calling us provided you pay a yearly Programme Fee.

##### Fees

If you have one of the types of cards set out below, a fee (**Programme Fee**) will apply once you are enrolled in the Programme:

- A Green charge card (which is not a Corporate or a Small business card) has a yearly fee of £24 including VAT for participation in the Programme.
- A Corporate card (other than a Platinum Corporate card) has a yearly fee of £36 including VAT for participation in the Programme.

The Programme Fee will be payable yearly and will be charged to your Card Account as a purchase transaction. The first Programme Fee will be charged to your Card Account on the day after you first enrolled in the Programme. All subsequent Programme Fees will then show on your Card Account as a purchase transaction on the anniversary of that date every year, or shortly after.

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You may exit the Programme at any time. If you do, any Programme Fee charged to your Card Account will not be refunded. Please see the “*What happens if you close your Card Account or your participation in the Programme comes to an end?*” 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

#### When do you earn points?

Points are earned on every full pound you spend and which is billed to your Card Account. This includes spend by a Supplementary Cardmember on your Card Account, where your Card Account allows you to have Supplementary Cardmembers.

A Supplementary Cardmember is a friend or relative that you have added as an additional cardholder to your Card Account. Under your Card Account Agreement, you are able to request additional Cards for Supplementary Cardmembers. If you have a Corporate card, you are not allowed to have a Supplementary Cardmember. Cards issued to Supplementary Cardmembers on your Card Account will also earn points.

The number of points per pound is referred to as your **Earn Rate**. This will be shown on your Card Account statement. We will let you know what the Earn Rate is on your card before you apply.

From time to time, we may tell you about promotional Earn Rates or other forms of promotion relating to the earning of points. We may contact you about this to make sure that you can benefit from the promotion.

We will keep a points account (**Points Account**) for you. We will tell you the balance in your Points Account on your Card Account statement.

#### How are points calculated?

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

Points cannot be transferred to any other person.

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### Linked Card Accounts

If you (as the main Cardmember) hold more than one Card Account which is eligible to be enrolled in the Programme, your Card Accounts will be ‘linked’ automatically by us so that points earned on all your Card Accounts will go into the same Points Account (**Linked Card Accounts**).

These terms and conditions are separate from the terms and conditions of your Linked Card Account.

It is only possible to have Linked Card Accounts where the Card Accounts have the same Conversion Rate and are billed in the same currency.

Points earned on your Corporate card will accrue into your individual Points Account, and not into any account of your employer.

We may de-link your Card Accounts at any time, but we will tell you before we do this.

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### When you will not earn points

You will not earn points on interest, fees, balance transfers, cash advances (if permitted under your Card Account Agreement) including transactions treated as cash, for example, loading money onto prepaid cards or purchasing foreign currency.

You cannot earn points if we reasonably suspect that you have been involved in fraud or other criminal activity, or any serious abuse related to the Programme.

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### How you find information about your points

Your monthly Card Account statement will include details of the Earn Rate, the number of points you have earned and spent during the statement period, and your points balance at the end of that period. You can also see this information in the online account centre.

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## About redeeming points

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When we talk about '**redeeming**' points and '**redemption**' in these terms, we mean where you exchange the points you earn using your card, for Rewards.

There are many ways you can exchange your points for Rewards. We refer to these as your '**Redemption Options**'.

You can also use your points to apply a credit to your Card Account against certain fees and/or purchases that we confirm are eligible. We refer to these as '**Eligible Transactions**'.

With the exception of Eligible Transactions, all Rewards are provided by third parties who we call our '**Redemption Partners**'.

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### How do you redeem points?

The types of Redemption Options available are subject to change and may be subject to separate terms and conditions.

The Redemption Options available to you at any time will be shown on our website. We may contact you with offers on Rewards from time to time.

You should always check the Redemption Partner's terms and conditions for important information about, for example, restrictions on availability, expiry dates and the Redemption Partner's refund policy.

Once you have redeemed your points this cannot be reversed or transferred.

The rate at which we convert points may change. We will tell you what the conversion rate (**Conversion Rate**) is when you ask to redeem your points. The Conversion Rate is also on our website. Different Conversion Rates may apply to different Rewards. In some cases, we will let you know what the Conversion Rate is on your card before you apply.

From time to time, we may tell you about promotional Conversion Rates or other forms of promotion relating to the redemption of points. We may contact you about this to make sure that you can benefit from the promotion.

Minimum redemption thresholds may apply. This means that in some circumstances you will need to redeem a minimum number of points. We will tell you about any applicable minimum thresholds when you ask to redeem your points.

Except for gift card or e-code purchases, if you return the goods or cancel the services you've purchased, then any refund you receive will be credited to your Card Account. Your Points Account will not be reimbursed unless you contact us to ask for reimbursement.

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### Redeem points for Eligible Transactions or to make purchases using Pay with Points

#### Redeem points by way of credit against Eligible Transactions on your card

You can find out which of your transactions are Eligible Transactions by visiting the online account centre.

You can redeem points for the whole or part of an Eligible Transaction.

We will debit your Points Account with the required number of points and credit your Card Account with the corresponding amount for each transaction. The credit will usually appear on your Card Account about 3 days later. If you have linked your Card Accounts, the credit will be applied to the main Card Account you have selected.

#### Make purchases using Pay with Points

You may be able to use your points to make purchases with our Redemption Partners.

You will know when you can pay for a purchase online using your points, as an option will come up at checkout to allow you to do so.

Where you are able to pay for a purchase using your points the transaction may at first be charged to your Card Account as a normal purchase. If so, we will debit the points from your Points Account and credit your Card Account with the correct amount. If the points redeemed do not cover the entire amount of the purchase, the outstanding balance of the purchase price will stay on your Card Account.

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### Gift cards and e-codes

You can redeem points for gift cards or e-codes as shown on our website. Gift cards and e-codes redemptions are subject to separate terms and conditions. These will be made available by the seller in the online sales journey found on our website.

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If you ask for a refund of a gift card or e-code which you have purchased using points, then (provided you are entitled to a refund under the terms and conditions that apply to your gift card or e-code) we will refund the points to your Points Account.

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**Travel bookings**

You can redeem points for travel booked through American Express Travel Services Online. If you have a Centurion card, you can also redeem points for travel booked through the Dedicated Centurion Team. Travel bookings are subject to separate terms and conditions.

If you redeem points for travel, you must pay all taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.

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**Transfer points to other loyalty programmes or to a Card Account in a different currency**

**Transfer points to other loyalty programmes**

You can choose for some or all of your points to be transferred to a separate account held with an American Express partner's loyalty programme (**Loyalty Programme Partner**). The Loyalty Programme Partners are subject to change.

Points transfers are subject to separate terms and conditions. You can find these on our website. You should always check the Loyalty Programme Partner's terms and conditions before transferring your points.

You can ask us to transfer points to the Loyalty Programme Partner on our website or by contacting Customer Services. To do this, you must first link your Points Account to the loyalty programme account held in your name. We will tell you how to do this when you contact us, or you can do it online on our website.

We will tell you what Conversion Rate will apply when you make the transfer. The points will be debited from your Points Account and be shown on your Card Account statement.

**Transfer points to the points account of another Card Account in a different currency**

If you have another Card Account (as the main Cardmember) under the same name, which is in a different currency, you can transfer points to your other Card Account. Points transfers are subject to separate terms and conditions. We will provide these to you when you contact us to make the transfer.

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**What restrictions apply?**

- All Rewards are subject to availability.
- You cannot redeem points for cash or use points to apply a general credit to your Card Account.
- You cannot redeem points by way of credit against Eligible Transactions if you have a credit balance on your Card Account or any Linked Card Account.
- You cannot redeem points by way of credit against Eligible Transactions if a credit will cause your Card Account or any Linked Card Account to have a credit balance.
- Supplementary Cardmembers cannot redeem points on your behalf.
- You cannot redeem points where you are behind in making payment on your Card Account. You can start redeeming points again once your Card Account is up to date.
- You cannot redeem points if we suspect unauthorised, improper and/or fraudulent use of your Card Account.
- You cannot redeem points if your Card Account is closed by us because you have breached the terms of your Card Account Agreement.
- You cannot redeem points if we reasonably suspect that you have been involved in fraud or other criminal activity, or serious abuse related to the Programme.

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**When you might lose points you have earned**

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**Losing your points**

If you earn points on a transaction that is later refunded, those points will be deducted from your points balance.

You must pay your monthly payment shown on your Card Account statement for each statement period in full and on or before the date shown on your statement. If you are late in making payment, you will lose any points you have earned in relation to that statement period. You will not lose any points you have earned before that statement period.

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If we remove points that have been credited to your Points Account, this may result in you having a negative points balance. In this case, any points you earn afterwards will be applied first in paying off your negative points balance.

You will lose your points if your Card Account is closed by us because you have breached the terms of your Card Account Agreement.

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**What happens if you close your Card Account or your participation in the Programme comes to an end?**

You can exit the Programme at any time:

- by telling us to close your Card Account; or
- if you are a Green cardmember who is not a business customer but pays a yearly Programme Fee or you are a Corporate cardmember whose employer has decided to participate in the Programme, by telling us to end your participation in the Programme.

To exit the Programme, please contact us using the contact details set out in this document.

If you close your Card Account or if you or your employer ends your participation in the Programme, you must redeem your points (See the “*How to redeem your points on closure or when your participation ends*” section below). If you pay a Programme Fee, this fee will not be refunded.

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).

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**What happens if we close your Card Account?**

If we close your Card Account because you have breached the terms of your Card Account Agreement, we will cancel your points. If you pay a Programme Fee, this fee will not be refunded.

If we close your Card Account for any reason other than your breach of the terms of your Card Account Agreement, you must redeem your points (See the “*How to redeem your points on closure or when your participation ends*” section below). If you pay a Programme Fee, this fee will not be refunded.

If we close your Card Account because you have become incapacitated or died, your legal representative will need to contact us to arrange for the points to be redeemed. If any points remain after we have done this, we will cancel them as points cannot be transferred to any other person. If you pay a Programme Fee, this fee will not be refunded.

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**How to redeem your points on closure or when your participation ends**

To redeem your points, please contact us.

If you do not redeem your points within 30 days:

- we will transfer your points to the points account of a Linked Card Account, if there is one; and
- if there is not, we will cancel your points and you will not then be able to redeem them.

We will allow cardmembers more time to redeem points if exceptional circumstances apply (for example, because a cardmember has been unable to contact us due to serious illness, hospitalisation or bereavement). We will act reasonably in these circumstances. If you are unable to redeem your points within 30 days due to exceptional circumstances, please call us to discuss this, even if this happens after the 30 days have passed.

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**Other important information**

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**Authorising someone else to manage your participation in the Programme**

In certain circumstances, you can authorise someone else to instruct us or manage your participation in the Programme.

- Any cardmember can nominate another person to act on their behalf.
- If you are a private banking cardmember, the bank you have authorised to manage your Card Account can act on your behalf.

In each case, we call this person a **Third Party Nominee**.

We will treat instructions from your Third Party Nominee as instructions coming from you. We can assume that any such instruction has been authorised by you, unless you contact us to cancel their authorisation before the instruction is given. This means that any instruction given to us by the Third Party Nominee before you cancel their authorisation is binding on you.

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Even if you have a Third Party Nominee you remain responsible to comply with these terms and conditions.

You agree that we can send any communications to your Third Party Nominee and this will satisfy our obligation to send it to you. However, we can still contact you directly if necessary.

Provided we act reasonably (for example, if we suspect fraud or are aware of a dispute between you and your Third Party Nominee), we may at any time not accept an instruction from the Third Party Nominee.

Please call us if you want to cancel your Third Party Nominee's authorisation. Cancellation will not affect any instructions from your Third Party Nominee that we have already started processing. Your Third Party Nominee's authorisation will end automatically if you die, or (if you are a business) your business is wound up or goes through any other insolvency or bankruptcy process.

We will assume that a Third Party Nominee is authorised by you until you tell us about your removal of that consent.

In certain circumstances, we may obtain information about you or disclose your personal information to your Third Party Nominee.

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**Changes to these Terms and Conditions**

We may change these terms and conditions.

The following are included in the types of changes we may make (but we may make other changes not listed here):

- change or introduce fees;
- change the Earn Rate or the ways you can earn points;
- change the Conversion Rate;
- change the Redemption Options available or the way you can redeem points; and
- change the transfer options available.

We can make these changes even if they are not prompted by something a Redemption Partner or a Loyalty Programme Partner has done.

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**Our main reasons for making changes**

We can make changes to the terms and conditions, including by changing or introducing fees, for any of the following reasons:

- 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, the Redemption Options, transfer options or the Rewards available, 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 in the Rewards that Redemption Partners or the transfer options that Loyalty Programme Partners are able or willing to provide in the wider market; 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 make changes if we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.

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**Telling you about changes**

We will usually give you at least 30 days' notice before making the change if we believe the change is disadvantageous to you. An example of a disadvantageous change would be where we seriously reduce the range or types of Redemption Options available so that your choice is much more limited than before.

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|   | <p>If the change is to your advantage, we will still tell you about it, but we may make the change before we do so.</p> <p>We will give you any such 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).</p>   |
| <b>What you can do if you are not happy with the change</b>             | You can close your Card Account at any time (without charge) if you are not happy with any changes we make. If you close your Card Account, you must redeem your points (See the <i>"How to redeem your points on closure or when your participation ends"</i> section above).  |
| <b>Removing you from the Programme or ending the Programme</b>          | <p>We will remove you from the Programme if we close your Card Account or your employer ends its participation in the Programme.</p> <p>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 where we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.</p> <p>If we remove you from the Programme or end the Programme, we may switch you to a different type of card covered by your Card Account Agreement and/or replace these terms and conditions with a new set of terms and conditions that provide and cover different benefits that are still covered by your Card Account Agreement.</p> <p>You can always close your Card Account without charge if you are unhappy with the change.</p> <p>If we remove you from the Programme or end the Programme (without transferring you to another programme), you must redeem your points within 30 days of the date you were notified (See the <i>"How to redeem your points on closure or when your participation ends"</i> section above).</p> |
| <b>Fraud and Abuse of the Programme</b>                                 | 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 cancelling your points and stopping you from earning and redeeming points.   |
| <b>Claims against Redemption Partners or Loyalty Programme Partners</b> | We are not responsible for claims regarding any failure or breach with respect to goods or services provided by Redemption Partners or Loyalty Programme Partners.  |
| <b>Language and governing law</b>                                       | <p>These terms and conditions and all communications between us will be in English.</p> <p>English law applies to these terms and conditions and to all dealings between us before these terms and conditions applied.</p> <p>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.</p>   |
| <b>Taxes, duties and exchange control</b>                               | <p>You must pay or account for 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, any points you have earned or 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.</p> <p>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.</p>   |
| <b>Complaints about us</b>  | <p>If you have a complaint about anything in connection with these terms and conditions, please contact:</p> <p>Global Customer Research and Solutions, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>You can also make a complaint by using our online chat facility or by calling us. You can find these details here: <a href="https://americanexpress.com/uk/contact-us/">americanexpress.com/uk/contact-us/</a></p> <p>If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service,</p>   |

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Exchange Tower, London E14 9SR, calling 0800 023 4567 or 0300 123 9123 or sending an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). You can find out more about the Financial Ombudsman Service on their website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

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76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom.  
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