

AMERICAN EXPRESS

Credit Card Conditions, Card Member Privacy Statement, Information Statement, Credit Guide and Financial Services Guide

1 November 2023



American Express Australia Limited (ABN 92 108 952 085)
Australian Credit Licence and AFS Licence No. 291313
® Registered Trademark of American Express Company

Postal Address

American Express Australia Limited

Card Member Services

GPO Box 1582

Sydney NSW 2001

Lost or Stolen Cards in Australia

Telephone: 1300 132 639

For Platinum Credit Card – Telephone: 1800 059 388

Overseas

Report your loss or theft to the nearest
American Express Travel Service location or call
collect (reverse charges) to Australia +61 2 9271 8666

For Platinum Credit Card – Call operator-assisted
international collect on +61 2 9271 4011

Account Enquiries

Telephone: 1300 132 639 (in Australia)

Internet: americanexpress.com.au

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Credit Card Conditions

American Express Credit Card Conditions – 1 November 2023

1. Introduction

About your Agreement	These Credit Card Conditions along with your Financial Table make up the agreement for your Account with us (this Agreement). By activating your Card or using your Account, you agree to this Agreement which replaces any previous agreement for your Account. Signed for American Express: <i>American Express</i>
Definitions we use in this Agreement	Words we use in this Agreement: You and your means the person who applied for this Account and for whom we opened the Account. References to you and your also include actions taken by Additional Card Members, but Additional Card Members do not have any direct contractual obligations to us under this Agreement. • We, us and our means American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence 291313). • Account means the account we maintain in relation to Cards in your name to which we may add Charges. • Balance Transfer means the balance that you owed to another lender that has been paid by us on your behalf and added to your Account. • Card means any card, token, application or other thing we make available for the purpose of accessing your Account. • Cash Advance means any cash advance from an ATM or any other types of Charges which we notify you will be treated as equivalent to cash, including fees and interest relating to these. • Charge means any amount added to your Account, such as Purchases, Balance Transfers, Cash Advances, fees and interest charges. • Purchase means a Charge using your Card to acquire goods or services. • Additional Card Member means a person issued with an additional Card to access your Account, and may previously have been referred to as a Supplementary Card Member.

2. About using your Account

Using your Card and Account

You may use your Card and Account to make Purchases and if we have approved them, Balance Transfers and Cash Advances. You may also add fees, interest and other Charges we allow you to make to your Account. You must not use your Card or Account for any illegal activities.

You authorise Charges on your Account when they are made with your knowledge and consent. For example, giving your Card or Account details to a merchant, submitting a transaction online or using a mobile payment device.

We may issue you with Cards to replace your existing Cards (including different types of Cards). Where your Card has an expiry date you must destroy expired Cards in a way that means they cannot be used (e.g. by cutting it into pieces).

You may authorise a merchant to Charge your Account at regular intervals for goods or services (called recurring Charges). You must contact the merchant directly to stop recurring Charges on your Account.

Your promise to pay us

Except as set out in the section “When you are liable for unauthorised Charges”, you promise to pay to us all Charges on your account including Charges:

- you authorise even if there was no signature or card presented.
- related to any Balance Transfer processed and paid at your request.
- you authorise by allowing other people to use your Account or Card.
- that occur because you breach this Agreement (for example, if you haven’t taken reasonable steps to protect your Account).

Keeping within your credit limit	Your initial credit limit is set out in the Financial Table. We will set your credit limit based on your request, any minimum credit limit and our assessment of your circumstances. We may reduce it at any time. If we do, we will give you notice as soon as reasonably practicable. You can always request us to change your credit limit. You may request that we decrease your limit and we will always reduce it if asked (subject to any minimum credit limit, and whether the requested limit is less than what you currently owe us, which would cause you to exceed your requested limit). You may also request that we increase your credit limit, but we are not obliged to raise it. We may approve Charges that result in your balance exceeding your credit limit. This does not constitute an increase in your credit limit. If your outstanding balance on your Account is greater than your credit limit (an over limit amount), an over limit fee may be payable and you must pay us all amounts that exceed the credit limit, together with your minimum payment. We may impose credit limits applicable to particular types of Charges as set out in your Financial Table or otherwise notified to you (for example we may restrict the amount of your Account balance that can be made up of Cash Advances).
Approving and declining Charges	We may decline a Charge on reasonable grounds. Reasons we may do this include suspected unauthorised or improper use, fraud, technical difficulties, our assessment of your creditworthiness, if the use of the Card would be prohibited, you have insufficient available credit, or because certain types of Charges are not available. This may occur even if your Account is not in default. In some cases, a merchant may seek a pre-approval for a Charge. If this happens, your available credit will be reduced by the amount of the pre-approval which may restrict your ability to make further Charges.

Fees you agree to pay	The fees that apply to your Account are set out and described in the Financial Table. You agree to pay these fees and you authorise us to charge them to your Account when they are due. Except as noted in this Agreement, all fees are non-refundable. We may change the fees, including changing the way they are calculated, when they are payable or by imposing new fees. We will provide notice of any change as set out in this Agreement. Please see the section titled 'Making changes to this Agreement'.
Sending you statements and other communications	We will contact you from time to time to manage and administer your Account and the benefits and services on it. We may contact you in a variety of ways depending upon which contact details you have provided to us (for example, we may send a text to your mobile phone number or an email to your email address). We may also contact you online through our online sites and services (for example, within your profile on our website or one of our mobile applications). We will provide you with or make statements of account available to you normally once every month. We will either send them to you in the post or give you access to them online based on your choice. You can change your choice at any time, unless your Account only allows online statements. If you choose or are required to access online statements, we will send you an email with a link to your online statement when your statement is available. If there hasn't been recent Account activity, if your Account is seriously overdue or if the balance is less than \$10 or in credit, we may not produce a statement. Each statement will show important information about your account, such as the closing balance, the minimum payment due, due date and Charges on your Account. Always check each statement for accuracy and contact us as soon as possible if you need more information about a Charge on any statement. We may send you notices (including notices or information we are required or choose to send you, including about changes to this Agreement) on or together with your statements.

	We may also send you marketing communications from time to time, such as offers and promotions. We may use your personal information for this purpose but always in accordance with our Card Member Privacy Statement. You can opt-out of marketing communications at any time by contacting us. It is your responsibility to keep your contact details up to date at all times. You must inform us immediately if there are any changes to your mailing address or email address to which we send statements or other communications. We are not responsible if you do not receive any communication from us (such as a statement or an account alert) because you failed to keep your contact details updated.
About Additional Card Members	At your request, we may issue Cards to Additional Card Members. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may share information about your Account with Additional Card Members in accordance with your Card Member Privacy Statement. We may limit the number of Additional cards issued on your account. You are responsible for the use of your Account by Additional Card Members and anyone they allow to use your Account and for ensuring that Additional Card Members comply with this Agreement, particularly as it deals with using or dealing with a Card or authorising Charges. If you want to cancel an Additional Card Member's right to use your Account (and cancel their Card) you must tell us.
3. Interest	
When is interest payable?	The following table explains in what circumstances and on which amounts you will pay interest. This depends on whether you pay the full 'closing balance' by the due date shown on your statement on both the current and previous statements.

Did you pay the full 'closing balance' by the due date		On which Charges will you pay interest and when will the interest be added to your Account?
On your previous statement?	On your current statement?	
Yes	Yes	All Cash Advances and Balance Transfers shown on your current statement Interest up to the date of your current statement will appear on your current statement. Interest up to the date you pay the full 'closing balance' on your current statement in full will appear on your next statement.
		No interest is payable on other Charges (e.g. Purchases, other fees and interest) shown on your current statement
Yes	No	All Cash Advances and Balance Transfers shown on your current statement Interest up to the date of your current statement will appear on your current statement. Interest will continue to appear on future statements for unpaid Cash Advance and Balance Transfer balances, until you have paid these balances in full.
		All other Charges (e.g. Purchases, other fees and interest) shown on your current statement Interest will be charged from the due date shown on your current statement, taking into account any payments you have made, and will appear on your next statement.
		All new Charges (e.g. Purchases, other fees and interest) not shown on your current statement Interest will be charged from the date of the Charge or the due date shown on your current statement (whichever is later), taking into account any payments you have made, and will appear on your next statement.
No	No	All types of Charges whenever they were made, based on the unpaid daily balance for your Account during the current period Interest will appear on your current statement.

Did you pay the full 'closing balance' by the due date		On which Charges will you pay interest and when will the interest be added to your Account?
On your previous statement?	On your current statement?	
No	Yes	All types of Charges whenever they were made, based on the unpaid daily balance for your Account during the current period Interest will appear on your current statement.
		All Cash Advances and Balance Transfers made, but not shown on your current statement Interest will appear on your next statement.
		All other Charges (e.g. Purchases, other fees and interest) made before you paid the full 'closing balance' in full, but not shown on your current statement Interest up to the date you paid the full 'closing balance' will appear on your next statement.
		You will only pay interest on all other Charges (e.g. Purchases, other fees and interest) made after you paid the full 'closing balance' in full if you do not pay the full 'closing balance' on your next statement by the due date If applicable, Interest will appear on the statement after your next statement.
How we calculate interest on your Account		When interest is payable on Charges, we will charge it at the annual percentage rates set out in your Financial Table or as later notified to you in accordance with the section titled 'Making changes to this Agreement'. We convert those rates into a daily percentage rate for the purposes of the calculation (using 365 days). We calculate interest: • separately on the different types of Charges (i.e. Cash Advances, Balance Transfers, Purchases and other Charges) which have different annual percentage rates applying. • each day on amounts that are subject to interest (in accordance with the table above), until the amount is fully repaid to us. • by applying each daily percentage rate to that part of the unpaid daily balances to which it applies.

4. Payments

You must pay at least the minimum payment by the due date

You must pay us at least the minimum payment by the due date shown on your statement.

Provided you pay the minimum payment by the due date, repayment of your Account balance is fully flexible and you have a right to pay us amounts you owe whenever and as often as you like.

You also agree to pay us any amount by which you have gone over your credit limit ('Over Limit Amount'), which we will include within your minimum payment. Therefore the amount shown as due on your statement may include the minimum payment, any arrears still outstanding and any Over Limit Amount.

Payments will be treated as clearing arrears before they are treated as payment of your minimum payment.

Credits and refunds to your Account will not be treated as payments made by you.

How to make payments

You must make payments to us in Australian Dollars by any of the methods set out in your statement or any other methods we tell you.

You must allow sufficient time for us to receive your payment by the due date. Third parties who send us or process your payment on your behalf are not our agents and their receipt of a payment will not be treated as the time we receive your payment.

If we credit your Account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

If we process a late payment, a partial payment or a payment marked with any restrictive language (such as in full and final settlement), that will have no effect on our rights (e.g. to recover the full balance owing) and will not change this Agreement.

How we apply payments	Different rates of interest may apply to your Account. For example, Purchases usually have a lower interest rate than Cash Advances. Here is how we apply payments: • Firstly, we will apply your payments to amounts included in the closing balance on your latest statement, from the amounts having the highest interest rate, and then to amounts having the next highest interest rate, and so on, with amounts having the lowest interest rate paid last. • Thereafter, we will apply your payments to amounts that have not appeared on your statement. Credits and refunds to your Account will not be treated as payments made by you.
5. Account safety & security Warning: Failure to comply with your obligations to protect your Account or to notify us of a lost or stolen Card may make you liable for unauthorised Charges.	
Protecting your Account	You must take the following reasonable steps to protect your Account from unauthorised access: • sign and activate your Card as soon as you receive it. • keep the Card in your possession, safe and secure at all times. • never share your Card or Account details with anyone, except with merchants when making Purchases. • never share your PIN or passwords with anyone else including a family member or friends. • memorise your PIN and passwords (don't write them down anywhere without making a reasonable attempt to protect their security). • do not choose a PIN or password that is easily guessed or can easily be associated with you such as your name or date of birth. • take care to prevent anyone else seeing your PIN or password when using them – for example at an ATM or when using a computer or mobile device. • keep electronic devices you use to make payments or access your Account such as mobile phones, tablets and computers safe and secure, and make sure they are password protected.

How to contact us if you have a lost or stolen Card or unauthorised Charges	You must tell us immediately by telephone on 1300 132 639 (or if overseas by reverse charges on +61 2 9271 8666) if: • a Card is lost, not in your possession, stolen or not received. • a mobile device you use to make mobile payments using your Account is lost or stolen. • someone else knows your PIN or other security code. • your Account or Card is being misused, or used without your authorisation, or a Charge on your Account has not been authorised by you or has been processed incorrectly.
When you are liable for unauthorised Charges	If applicable, your liability for unauthorised Charges will be determined in accordance with the ePayments Code and we warrant that we will comply with the ePayments Code. You will not be responsible for unauthorised Charges where you have not contributed to them, for example where they: • were due to our fraud or negligence, or that of a merchant or third party involved in networking arrangements. • related to a forged, faulty, expired or cancelled Card, PIN or Account access device. • occurred before you receive your Card, PIN or any other Account access device. • related to a Charge being incorrectly debited more than once. • related to a Charge after you had notified us the misuse of your Account, loss or theft of your Card or breach of security for your PIN or other security codes. However, you may be liable for certain unauthorised Charges, for example where you contribute to the unauthorised Charge: • through fraud, by breaching the security requirements in the 'Protecting Your Account' section above, or leaving your Card in an ATM. Then you will be responsible for all unauthorised Charges until you report the loss or breach of security requirements to us.

	• through unreasonably delaying reporting of the misuse of your Account, loss or theft of your Card or breach of security for your PIN or other security codes. What constitutes an 'unreasonable delay' will be determined on a case by case basis. Then you will be responsible for all unauthorised Charges between when you became aware of the loss or breach of security requirements (or should reasonably have become aware) and when it was reported to us. If applicable, under the ePayments Code you are not liable for any portion of losses greater than a limit on your Account or under any rights we may have under card scheme rules.
6. Ending this Agreement & suspending or cancelling your Account	
How to end this Agreement	You may request to end this Agreement at any time through our online services, by calling us or writing to us using the contact details on page 2 of this Agreement. We will confirm your Account has been cancelled in writing. The Agreement will only come to an end once you have paid off all amounts you owe us. Until this time, all of the terms of the Agreement will continue to apply (including our right to change the terms of the Agreement), but you will have no rights under it to use the Account to make Charges and you will not be entitled to any benefits that are included with it. We may end this Agreement if your Account is cancelled and you have paid off all amounts you owe us. When the Agreement ends you must destroy all Cards and stop using your Account and inform merchants not to make any further Charges on your Account. You may also be entitled to a refund of your annual fee in certain circumstances. If you are ending this Agreement because you do not agree with changes we are making to this Agreement and those changes are detrimental to you, we may give you a pro-rated refund of your annual fee provided you give us notice that you intend to end your Agreement within 30 days of us telling you about the relevant changes to this Agreement.

When we may suspend or cancel your Account	We may on reasonable grounds immediately: • cancel or suspend your Account (i.e. permanently or temporarily stop you from using your Account or Card to make any Charges and prevent you from accessing any services offered under this Agreement). • cancel or suspend any feature on your Account. • withdraw or not reissue any Card. We will notify you as soon as reasonably practicable if we take any of these actions. Once your Account is cancelled or suspended, you must not use your Account, and if cancelled, you must destroy your Cards. If we cancel your Account, this Agreement and all of its terms will remain in force until you have paid off all amounts you owe to us. This means that you must continue to pay all amounts owing on your Account when they are due and payable, but you will have no right to use the Account or your Card for further Charges and will not have any access to any benefits on the Account. We may do this for various reasons including if: • we consider your Account to be in default (see the section 'About default and acceleration'). • we are required to do so by law. • we give you at least 30 days' notice.
About default and acceleration	We consider your Account to be in default if: • you fail to comply with your obligations under this Agreement, for example failure to make any payment when it is due. • you give us false or misleading information. • you breach another Agreement you have with us or another American Express company. • we have reasonable grounds to believe you are unable or unwilling to pay your debts when due. • we suspect any illegal, improper or fraudulent use of your Account. If you are in default and subject to providing the relevant notices under applicable law we may at our discretion require that you immediately pay all sums owing on your account including unbilled charges that may not be shown on your statement.

7. General

Making changes to this Agreement

We may change any provision of this Agreement at any time, including annual percentage rates, fees, how we apply payments and benefits and services associated with the Account and changes affecting your payment obligations.

We will inform you in accordance with the 'Sending you statements and other communications' section of this Agreement and in accordance with applicable law.

We will give you:

- at least same-day notice for a change to an annual percentage rate.
- no prior notice for a credit limit decrease, but we will give you notice as soon as reasonably practicable.
- at least 30 days' advance written notice or any longer period of time as we consider reasonably necessary, except where the change is in your favour, for example if it reduces what you have to pay under this Agreement.

You may also be entitled to a refund of your annual fee in certain circumstances. If you are ending this Agreement because you do not agree with changes we are making to this Agreement and those changes are detrimental to you, we may give you a pro-rated refund of your annual fee provided you give us notice that you intend to end your Agreement within 30 days of us telling you about the relevant changes to this Agreement.

Charges made in foreign currencies	For each Charge submitted to us in a currency other than Australian Dollars (a 'Foreign Charge'), on the day we process the Foreign Charge we will: • Convert it to US Dollars first (unless it was submitted to us in US Dollars); • Convert the US Dollar amount into Australian Dollars; and • Apply a single non-refundable currency conversion fee to the Australian Dollar amount of the Foreign Charge. We use exchange rates from customary industry sources, or a specific rate if required by law. We use the exchange rate from the weekday prior to the day we process the Foreign Charge (or two weekdays prior for Foreign Charges processed on 1 January and 25 December). The exchange rate we use may be higher or lower than the exchange rate available on the day you made the Foreign Charge, and exchange rate fluctuations can be significant. When making a Charge in a foreign currency you may have the choice to allow a third party to convert the Charge into Australian Dollars at the point of sale. If you choose this option, then that third party will: • Determine the exchange rate and any commission or fees payable for the currency conversion; and • Submit that Charge to us in Australian Dollars, meaning we will not convert the Charge or apply currency conversion fee. You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Account. The difference is generally because: • the refund and Foreign Charge may be processed on different days with different rates; • we do not apply any currency conversion fee to refunds of Foreign Charges. • the refund may be only a partial refund for the Foreign Charge; or • where third parties convert Charges in foreign currency, those third parties may treat refunds differently to the original foreign currency Charge.
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About our Card Member Privacy Statement	The collection, use and sharing of your personal information by us is regulated by the Privacy Act. We collect, use and share your personal information in accordance with our American Express Card Member Privacy Statement. Our Card Member Privacy Statement provides you with information about: • the collection, use and sharing of your credit information and personal information. • how you can access and seek to correct your personal information and credit information. • how you can opt-out from direct marketing. • more details on our Online Privacy Statement and Credit Reporting Policy. A full copy of our Card Member Privacy Statement is provided with this Agreement. By providing your personal information to us and using your Account, you agree to the terms of our Card Member Privacy Statement.
Assigning this Agreement	We may sell, transfer or assign any of our rights or obligations under this Agreement. For example we may do this if we sell part of our business or if we sell any debt you owe. You agree that we may disclose any information or documents we hold about you to help us exercise these rights. You may not sell, transfer or assign any of your rights or obligations under this Agreement.
Complaints about American Express	If calling within Australia you can call us 24 hours a day on 1300 736 659. If overseas, call us collect (reverse charges) to Australia on +61 2 9271 2542. If the problem cannot be resolved immediately, we will advise you in writing of our procedures for investigation and resolution of the complaint. We may require further information from you to resolve the problem. If you are not satisfied with the outcome of our investigation you may pursue your complaint with the Australian Financial Complaints Authority Limited. You can contact them on 1800 931 678 or write to them at GPO Box 3, Melbourne VIC 3001.

Complaints and disputes with Merchants	If you have a complaint or problem with a merchant, you must still pay all Charges you have authorised on your Account and settle the dispute directly with the merchant. If you dispute a Charge with a merchant, we may credit your Account for all or part of the disputed Charge. If we do so, whether we were legally required to make the refund or not, you and any Additional Card Members agree that you are automatically deemed to assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.
Payments to third parties	If your Account application was obtained from or promoted by a third party or your Card is co-branded with another business, we may pay them a fee or commission. In some cases we pay an amount up to \$400. In other cases the amount payable is unascertainable at the date of this Agreement. Generally a component of the payment is based on the Card you applied for or the amount of purchases charged to your Account.
We do not waive our rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.
Governing Law	This Agreement is governed by the laws of the State or Territory of Australia as stated on your billing address or if your billing address is overseas, as stated on your last known Australian billing address and the courts of that State or Territory shall have jurisdiction over all parties to the Agreement.
Taxes	You must pay any government tax, duty or other amount imposed by law in any country in respect of the Account, any Charge on your Account or any use of the Account by you.

Limitations on our liability	We are not responsible or liable to you for: • any refusal, delay or failure by a merchant to accept the American Express cards; • declining an attempted Charge; • goods and services you charge to your Account, including any dispute with a merchant about goods and services you charged to your Account; and • except in relation to our liability set out in the ePayments Code, damages regardless of how they arise, including loss of profits or any incidental, indirect, consequential, punitive or special damages. If any warranties or conditions are implied under the Australian Securities and Investments Commission Act 2001 or any similar law in respect of goods or services supplied under this Agreement or in connection with your Account, then our liability for a breach of any such warranty or condition is limited to: • in the case of goods, the replacement cost of the goods, the supply of equivalent goods, the repair of the goods, or the cost of having the goods repaired. • in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
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American Express Card Member Privacy Statement

Effective September 2022

About American Express

American Express Australia Limited holds an Australian Credit Licence number 291313. You can contact American Express in the following ways:

Mail: American Express Australia Limited
GPO Box 1582
SYDNEY NSW 2001

Telephone: 1300 132 639 (in Australia) or
+61 2 9271 8664 (if overseas)

This Card Member Privacy Statement describes how American Express collects, uses, shares, and keeps your credit information and personal information in accordance with the Privacy Act and the Australian Privacy Principles. If you do not agree to our use of your credit information and personal information in this way, we may be unable to provide our products and services to you.

In addition to this Card Member Privacy Statement, we also have more specific information available regarding how we handle your:

- **Online Information.** Please see our Online Privacy Statement, which describes how we handle information we collect about you from your use or access of American Express websites, online applications, and any of our online services or content. Our Online Privacy Statement is available at: americanexpress.com.au/privacy
- **Credit Reporting Information.** Please see our Credit Reporting Policy for further detail about when, how, and why we access Credit Reports about you, which credit reporting bodies American Express is likely to disclose your credit information, and how you may complain about a failure by American Express to comply with the Privacy Act and how American Express will deal with a complaint. Our Credit Reporting Policy is available at: americanexpress.com.au/creditinfo

Collection, use, and sharing of credit information by American Express

American Express may obtain both consumer and commercial credit reports about you from a credit reporting body. We will use this information along with other information we hold about you, including Online Information (see above), for purposes including:

- assessing your credit worthiness
- assessing your application
- collecting overdue payments
- American Express' internal management purposes relating to the provision or management of consumer credit or commercial credit as relevant
- helping you to avoid defaulting on your obligations with American Express
- to determine if you're ineligible for certain marketing offers from us
- for any other use in connection with your Account as permitted under the Privacy Act 1988.

American Express may disclose information about you to credit reporting bodies before, during, or after credit is provided to you. This includes:

- that you have applied for a Card, including the Account credit limit
- that American Express is a credit provider to you, including the type of credit, Account opening and closing dates, and credit limit
- 24 months of repayment history on your Card Account
- default information related to payments that are at least 60 days overdue (and advice that overdue payments have been paid in full)
- if you have entered into a financial hardship arrangement with us, we are required to tell credit reporting bodies that you have entered into that arrangement
- that you have committed a serious credit infringement
- that you have made a request to correct your personal information
- any other information as permitted under the Privacy Act 1988.

American Express may exchange information about you with credit providers named in your application or in a credit report issued by a credit reporting body. Among other things, this is to:

- assess your credit worthiness, this application, and any subsequent application for credit
- notify other credit providers of a default by you
- exchange information about your Account when you are in default with other credit providers
- complete any approval process for any transactions you wish to make on your Account
- administer your Card Account
- notify that you have made a request to correct your Account.

American Express may also exchange credit information about you with any person considering whether to act as a guarantor in relation to this and future applications by you for credit.

For more information about how we use credit information, see our Credit Reporting Policy at americanexpress.com.au/creditinfo.

How we collect your personal information

Generally, if you are applying for a Card Account, we collect your personal details, such as name, date of birth, address, details about your employment, financial circumstances, and other information relevant to your Card Account.

American Express collects information about you in several ways, including:

- directly from you, such as in your credit application or when you enter one of our competitions or promotions
- from your use of our products and services, such as when you make a purchase using your Card Account
- from your use of or access to American Express websites, mobile applications any of our other online services or products (such as your IP Address and location, device type and browser version) ('Online Information') – For more information about how we collect and use Online Information see our Online Privacy Statement at americanexpress.com.au/privacy.
- from credit reporting bodies, as described above for credit information or for identity verification
- from people or companies named in your credit application (for example your employer)

- from other information providers and sources that we may contact to verify your identity and financial information (such as, data aggregators, companies that process or administer your superannuation contributions, payroll providers, financial institutions, and government bodies and agencies).

How we use your personal information

We may use the information we collect about you (including Online Information) on its own or combine it with other information to:

- deliver products and services, including:
 - for the same purposes as for credit information listed above
 - issuing your Card
 - verifying your identity when you contact us
 - managing your Card Account and your transactions
 - informing you about new features, benefits, updates to your Accounts, products, and services
- advertise and market our products and services – and those of our business partners – including to:
 - send or provide you with marketing, promotions, and offers
 - analyse whether our marketing, promotions, and offers are effective
 - help us determine whether you may be interested in new products or services
- conduct research and analysis, including to:
 - better understand our customers
 - allow you to rate and review our products and services
 - produce data analytics, statistical research, and reports
 - review and improve our products and services and make them easier to use
 - develop new products and services
- manage fraud, security and credit risks, including to:
 - detect and prevent fraud or criminal activity
 - safeguard the security of your information
 - assess your credit worthiness, and make decisions about whether to approve your application for credit
 - to manage your existing Accounts and credit limits
- verify your identity and your financial details, including to:
 - verify your income;
 - verify your identity and your identification documents
- use it in other ways as required or permitted by law or with your consent.

When we might share your Personal Information

We do not share Personal Information with anyone except as described below. We only share Personal Information as required or as permitted by law as follows:

- people you authorise to use or access your Account (for example, additional Card Members)
- with credit reporting bodies, for the same purposes as for credit information listed above
- the provider of any payment service you use to make payments to American Express
- with regulatory authorities, courts, and governmental agencies to check your identity, comply with legal orders, legal or regulatory requirements, and government requests and to detect and prevent fraud or criminal activity, and to protect the rights of American Express or others
- within the American Express Family of Companies
- with government agencies (such as official record holders or document issuers) to verify your identity
- with other information providers and sources (such as, data aggregators, companies that process or administer your superannuation contributions, payroll providers, and financial institutions) that we may contact to verify your identity and financial information
- with Service Providers who perform services for us and help us operate our business (for example, Card manufacturers, collection agents, mail houses, and reward redemption partners). We require Service Providers to safeguard Personal Information and only use your Personal Information for the purposes we specify
- to share and exchange information with business partners and co-brand partners with whom we jointly offer or develop products and services for marketing, planning, product development, and research purposes (but they may not use your Personal Information – in particular your email address – to independently market their own products or services to you unless you provide your consent)
- with third parties in the context of a sale of all or part of the American Express Family of Companies or their assets
- any other purpose you have consented to.

Aggregated and De-identified Information

Aggregated or de-identified Information is not personal information and does not identify you individually; however, it may be derived from personal information. It helps us to analyse patterns among groups of people. We may share aggregated or de-identified Information in several ways, for example:

- for the same reasons as we might share Personal Information
- with any Business Partners to help develop and market programs, products, or services and present targeted content and marketing
- with Business Partners to conduct analysis and research about customers.

Recording Phone Calls

American Express may also monitor and record your telephone conversations with us for staff training and service quality control purposes.

Direct Marketing

From time to time, American Express, its agents, and business partners (including insurance companies) will send you and any additional Card Members information about products, services, offers, and other promotions on offer from American Express or jointly with its business partner. These communications may be sent electronically (for example by email, mobile message, or push notification), by phone, or by post. You can opt-out from receiving direct marketing at any time by calling 1300 132 639. You can also adjust your communication preferences using our Online Preferences or opt-out of email marketing by clicking 'unsubscribe' in the footer of our emails. This will continue until you opt-out or until twelve months after you cease being an American Express Card Member.

Transfer of your personal information and credit information overseas

American Express is a global organisation and we may use international entities to help our business functions. As a result, American Express may need to share your information outside of Australia. It is impracticable for us to list out every country that we may share your information to, but such countries include the United States of America, Malaysia, India, and the United Kingdom. We will ensure that any transfer of your personal information is subject to appropriate conditions of confidentiality to ensure your information is handled consistently with the Australian Privacy Principles.

How we store your personal information

American Express stores personal information in a combination of secure computer storage facilities and paper-based files and other records. We have taken several steps to protect the personal information we hold from misuse, loss and unauthorised access, modification, or disclosure. We use generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. We will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

Information about other persons

If you provide personal information about someone else to American Express, you must make sure that the individual has seen, understood, and agreed to:

- their personal information being collected, used, and disclosed by American Express in accordance with this notice
- their ability to access that information in accordance with the Privacy Act 1988 and to advise American Express if they think the information is inaccurate, incomplete, or out-of-date
- the contact details of the American Express Privacy Officer.

Our Privacy Policy

For more information about how American Express Australia manages personal information, please see the American Express Privacy Policy.

Complaints, Access, and Corrections

We endeavour to provide you reasonable access to the personal information we hold about you where it is legal, reasonable, and feasible for us to do so. There is no fee to request access to your personal information, however we may charge a fee to collate and provide your personal information with your consent.

If you think any of the information we hold about you is inaccurate, incomplete, or out-of-date, you can ask us to update it or correct it.

To request access to your personal information, request a correction or make a complaint, please call us on 1300 132 639 or write to:

The Privacy Officer
American Express Australia Limited
GPO Box 1582
SYDNEY NSW 2001

In the event we refuse to give you access to your personal information, or do not consider that your information needs correcting, we will provide you a written explanation of our decision and your options of review. You may ask us to include a statement alongside your personal information which says that you think your personal information is inaccurate, incomplete, misleading, or out of date.

Where you make a complaint, we will confirm in writing that it has been received by us within seven days. We endeavour to resolve your complaint within 30 days and where we are unable to, we will contact you to explain why and request more time.

Where you are unsatisfied with the way we have handled your complaint you may escalate your complaint to the Australian Financial Complaints Authority (AFCA) who facilitates a free dispute resolution service. AFCA will generally ask if you have tried to resolve the issue with us first. You may contact AFCA on 1800 931 678, through www.afca.org.au or at GPO Box 3, Melbourne, VIC, 3001.

American Express Australia Limited (ABN 92 108 952 085).

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Information Statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider (*American Express, we, us*). It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, our external dispute resolution scheme, the Australian Financial Complaints Authority Limited (AFCA) on 1800 931 678 or write to them at GPO Box 3, Melbourne VIC 3001, or get legal advice.

The contract

1. How can I get details of my proposed credit contract?

We must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by us has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the payout figure?

You can write to us at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other fees.

7. Can my contract be changed by American Express?

Yes, but only if your contract says so.

8. Will I be told in advance if American Express is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same-day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper;
- you get 30 days' advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by us;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, GPO Box 3, Melbourne VIC 3001 or www.afca.org.au.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

Insurance

10. Do I have to take out insurance?

We can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, we cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by us. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by us then, within 14 days of that happening, we must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

We must give you a refund or credit unless the insurance is to be arranged with another insurer.

General

14. What do I do if I cannot make a repayment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

15. What if American Express and I cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong.

If we still refuse your request you can complain to the AFCA scheme that we belong to. Further details about this scheme are set out below in question 17.

16. Can American Express take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened contact the AFCA scheme or ASIC, or get legal advice.

17. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT AMERICAN EXPRESS. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS.

THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, AT WWW.AFCA.ORG.AU OR WRITE TO THEM AT GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

American Express' Credit Guide

Definitions

Throughout this credit guide the following words have special meanings:

- **'American Express', 'we', 'us' and 'our'** means American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence and AFS Licence No. 291313).
- **'You' and 'your'** means the person to whom this credit guide has been provided.

About American Express

American Express has registered as a credit provider under the National Consumer Credit Protection Act. You can contact American Express in the following ways:

Mail: American Express Australia Limited
GPO Box 1582
Sydney NSW 2001

Telephone: 1300 132 639

Resolving Disputes

American Express is committed to customer satisfaction as part of its service philosophy. American Express has established internal procedures to resolve complaints, whilst also being a member of an external dispute resolution scheme.

If you have a complaint about the provision of our credit services, please take the following steps:

- Please contact us by phone on the above number to discuss your complaint.
- If your complaint is not satisfactorily resolved within twenty (20) business days, please address your complaint in writing to:

Mail: **The Complaints Manager**
American Express Australia Limited
GPO Box 1582
Sydney NSW 2001

- American Express makes every endeavour to resolve complaints in a prompt and fair manner, having regard to the law. If however you continue to remain dissatisfied with American Express' decision, you may seek to have your complaint considered by the Australian Financial Complaints Authority (AFCA), an independent, external dispute resolution body.

Please note that AFCA will refer you to American Express if you didn't first raise your complaint with us.

You may contact AFCA by the following means:

Mail: Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001

Telephone: 1800 931 678

Fax: +61 3 9613 6399

Internet: www.afca.org.au

- The Australian Securities and Investments Commission also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

Assessment of Unsuitability (applicable for credit contracts entered into from 1 January 2011)

From 1 January 2011, before we enter into a credit contract with you, or increase your credit limit, we must undertake an assessment to ensure that the credit contract or increased limit would not be 'unsuitable' for you.

As part of this assessment we will make reasonable inquiries about your financial situation and your requirements and objectives and then take reasonable steps to verify your financial situation.

We must not offer you a credit contract, or increase in credit limit, if we assess it as unsuitable for you. We will assess it as unsuitable if you will be unable to comply with your financial obligations under the credit contract, could only comply with substantial hardship, or it will not meet your requirements or objectives.

You may request a copy of your assessment up until 7 years after we enter into a credit contract with you, or increase your credit limit. We must provide the assessment to you in accordance with the timeframes below:

If you request your assessment	We must provide it
Before we enter into a credit contract with you or increase your credit limit.	Before entering the credit contract or increasing the credit limit.
Within 2 years after we enter into a credit contract with you or increase your credit limit.	Within 7 business days after we receive the request.
After 2 years but within 7 years after we enter into a credit contract with you or increase your credit limit.	Within 21 business days after we receive the request.

Note that we are not required to give you a copy of the assessment if we do not enter into a credit contract with you or do not increase your credit limit.

Financial Services Guide

Definitions

Throughout this document the following words have special meanings:

- **‘American Express’, ‘we’, ‘us’ and ‘our’** means American Express Australia Limited (ABN 92 108 952 085, Australian Credit Licence and AFS Licence No. 291313).
- **‘you’ and ‘your’** means the person to whom this Financial Services Guide has been provided.

Welcome to American Express

This Financial Services Guide (FSG) is designed to help you decide whether to use the financial services we provide and explains:

- the products and services we can offer you;
- how we, and others, are remunerated for the services offered to you;
- our internal and external complaints handling procedures.

This FSG is one of a number of documents that our representatives may supply to you when we provide financial services to you.

For certain financial products which we offer to you or about which we give you financial product advice, we will give you a Product Disclosure Statement (PDS) for that product. This PDS will assist you in making an informed decision about a particular product and contains a range of general information about the product being offered, including:

- the significant features and characteristics of the product;
- the significant benefits and risks associated with holding the product;
- information about the cost of the product; and
- information about any cooling off rights applicable in relation to the product.

Customer Instructions

Depending on the financial product or service that we supply to you, you may provide us with instructions verbally, in writing, by facsimile or by other electronic means.

We generally require your signature for verification. However, depending on the product or service, special arrangements may be in place to receive your instructions by facsimile, telephone or electronically. Please refer to the relevant Product Disclosure Statement for each particular financial product for further information.

Products and Services which American Express is licensed to provide

American Express holds an Australian Financial Services Licence.

This licence authorises American Express to deal in and provide advice and services in relation to life risk and general insurance products.

For each of these products we can provide general financial advice. Our general advice does not take into account your personal objectives, financial situation or needs.

American Express does not provide personal financial advice.

In addition, American Express also offers the following products which do not meet the definition of a financial product under the Corporations Act (Cth):

- Credit Cards and Charge Cards (personal and business);
- Merchant transaction acquiring;

In relation to these services, you will not receive a Product Disclosure Statement and certain other processes contained within this document may not apply.

American Express may offer products of other issuers

If we sell to you products issued by other product issuers, we generally act on behalf of that other product issuer.

American Express acts on behalf of other issuers when it sells life risk insurance and general insurance (including travel insurance).

What remuneration do we receive for providing the financial services?

Third Parties

American Express may receive commissions and other remuneration or benefits for selling financial products on behalf of third parties or for successfully referring a customer of American Express or a related company of American Express to a third party. Details of this remuneration are as follows:

- General insurance issued by Chubb Insurance Australia Limited ABN 23 001 642 020, AFS Licence No. 239687
- Up to 45% of the premium is received from Chubb Insurance Australia Limited
- General Insurance underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 and issued and managed by AGA Assistance Australia Pty Ltd ABN 52 097 227 177, AFS Licence No. 245631 as its agent
- Up to 40% of the premium is received from AGA Assistance Australia Pty Ltd

- Life insurance issued by MetLife Insurance Limited ABN 75 004 274 882, AFS Licence No. 238096
- Up to 35% of the premium is received from MetLife Insurance Ltd
- Life insurance issued by Zurich Australia Limited ABN 92 000 010 195, AFS Licence No. 232510
- 11% to 22% of the premium is received from Zurich Australia Limited
- SecureIdentity and Secure Plus are provided by Secure Sentinel Pty Ltd ABN 53 054 235 157 Up to 60% of the premium is received Secure Sentinel Pty Ltd.

American Express identifies insurance providers and products that may be of interest to some of our Card Members. In this role, we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity outside of the country may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

Remuneration or other benefits received by American Express team members

All American Express team members receive a salary. Some team members may also receive commissions or other benefits in addition to their salary. The payment of commissions or other benefits generally arise where team members are engaged in roles which are related to providing advice or selling a financial product or otherwise affiliated with an area of American Express which is involved in the selling of a financial product or service.

American Express team members may receive these commissions or benefits in one or more of the following ways:

- Payments for reaching sales targets generated either by their own sales or through the achievement of sales targets by their team or business unit;
- Payments for each policy opened or for each service provided;
- Payments based on the total value of products sold or volume of sales transacted by an account opened by a team member.

Benefits are usually monetary but may also be non-monetary. American Express pays monetary benefits directly to the eligible team member. Non-monetary benefits may include, amongst other things, shares, options, discounted (or pre-paid) travel or accommodation and gift vouchers.

Payment of benefits to those who refer customers to American Express

American Express may pay to related companies or external parties who refer customers to American Express a commission or other benefit. Such payments could be in the form of a single one-off payment or other benefit or otherwise a payment calculated as a percentage of the total amount of sales generated.

Compensation Arrangements

American Express has professional indemnity insurance and internal procedures in place which satisfy the requirements under s912B of the Corporations Act 2001 ("the Act"). The insurance covers losses incurred by individuals and small businesses arising out of a breach by American Express of its obligations under Chapter 7 of the Act. This policy covers the professional services provided by employees and representatives of American Express even where that employee or representative has subsequently left the employ of American Express.

Telemarketing Companies

We may authorise and pay telemarketing companies to provide financial services on our behalf from time to time – including the provision of general financial advice. For example, we may authorise a telemarketing company to call you to tell you about insurance products we offer or to speak to you when you call American Express. When providing these services, the telemarketing companies act on our behalf and not for you. The telemarketing companies may also act on behalf of other licensees including our insurance providers. For further details, please contact us.

Payments to Telemarketing Companies

You are not required to pay the telemarketing company for the services they provide, whether you buy insurance from them or not. All remuneration payable to telemarketing companies is paid by American Express or the insurance provider. The telemarketing company may be paid by way of a flat fee, a commission or reimbursement of their expenses.

Staff Incentives & Bonuses

Sometimes, a telemarketing company's employees may receive a bonus or incentive based on the employees' performance against sales targets and other performance criteria. This may include monetary bonuses or fringe benefits like gifts, vouchers, meals or entertainment. These benefits are paid by the telemarketing company and not by American Express. We monitor telemarketing sales closely and take steps to ensure that the level of service provided to you is not affected by such bonuses or incentives.

Privacy and Personal Information

American Express is proud of its reputation for, and commitment to, safeguarding information about its customers. The American Express Customer Privacy Principles guide our conduct in the collection, use, disclosure and security of customer information, as well as the responsibilities we assume as employees, including our dealings with our business partners. These Principles provide a minimum standard for how we manage our customers' personal information, and apply throughout the American Express group of companies worldwide.

In Australia, we adhere to the Australian Privacy Principles and the Privacy Act 1988 (Cth). A copy of our Privacy Policy Statement is located on our website at <http://americanexpress.com.au/privacy> or may be obtained by contacting us.

Who should you contact if you have a complaint regarding the provision of financial services by American Express?

American Express is committed to customer satisfaction as part of our service philosophy. American Express has established internal procedures to resolve complaints, whilst also being a member of an external dispute resolution scheme.

If you have a complaint about the provision of our financial services, please take the following steps:

- Please direct your complaints, at first instance, to the point of purchase. In the case of complaints regarding general insurance (including travel insurance) or life risk insurance, please contact the insurance company or their agent directly.

- If your complaint is not satisfactorily resolved within twenty (20) business days, please address your complaint in writing to:

Mail: **The Complaints Manager**
American Express Australia Limited
GPO Box 1582
Sydney NSW 2001

- American Express makes every endeavour to resolve complaints in a prompt and fair manner, having regard to the law. If however you continue to remain dissatisfied with American Express' decision, you may seek to have your complaint considered by the Australian Financial Complaints Authority (AFCA), a free, fair and independent, external dispute resolution scheme. Please note that AFCA will refer you to American Express if you didn't first raise your complaint with us. You may contact AFCA as follows:

Mail: Australian Financial Complaints Authority
Limited
GPO Box 3
Melbourne VIC 3001

Telephone: 1800 931 678

Interpreter service: 131 450

Fax: +61 3 9613 6399

Internet: www.afca.org.au

The Australian Securities and Investments Commission also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

Contacting Us

You can contact American Express as follows:

Mail: American Express Australia Limited
GPO Box 1582,
Sydney NSW 2001

Telephone: 1300 132 639

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