

**REQUIREMENTS IMPOSED BY THE OFFICE OF FAIR TRADING
("the OFT") PURSUANT TO SECTION 33A OF THE CONSUMER
CREDIT ACT 1974 ("the Act")**

THE REQUIREMENTS SET OUT BELOW ARE IMPOSED ON American Express Services Europe Limited ("AMEX") (Consumer Credit Licence Number 495451) whose registered office is at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX.

THE OFT REQUIRES AMEX TO DO OR NOT TO (OR TO CEASE DOING) AS FOLLOWS:

Referral fees

1. AMEX will not levy, or claim that it is entitled to levy, a fee or charge ("the Referral Fee") on a past or present customer of it for instructing a third party (such as a solicitor or debt collection agency) to assist it to recover, or to recover on its behalf, a sum which AMEX claims is owed to it by that customer until such time as AMEX has after the date of these requirements introduced a new term or terms in its agreements with customers or varied a term or terms contained in its agreements with customers (the new term or terms or the term or terms as varied are together referred to below as "the New Referral Fee Term(s)") pursuant to which it may levy the Referral Fee.
2. Where AMEX proposes to include (by introduction or variation) the New Referral Fee Term(s) in its agreements with customers AMEX will at least one month prior to the date on which the New Referral Fee Term(s) comes into effect provide a copy of the proposed New Referral Fee Term(s) (including details of the amount of the Referral Fee it proposes to levy) to the OFT.
3. AMEX will ensure that:
 - a. the Referral Fee is set at an amount that enables AMEX to recover no more than the actual and necessary costs it reasonably incurs for instructing a third party (such as a solicitor or debt collection agency) to assist it to recover a sum owed to AMEX by a customer;

- b. the New Referral Fee Term(s) is in plain intelligible language within the meaning of regulation 7(1) of the Unfair Terms in Consumer Contracts Regulations 1999; and
- c. no interest is charged or accrues in relation to the Referral Fee.

Charging orders and orders for sale

- 4. Where AMEX proposes to vary, replace or cease to follow the procedures, practices and processes relating to charging orders and orders for sale (amongst other things) that it has disclosed to the OFT it will for a period of three years from the date of these requirements provide to the OFT details of such proposal at least one month prior to the variation, replacement or cessation coming into effect.
- 5. AMEX will not take steps to obtain a charging order (interim or final) or an order for sale in relation to a sum owed to it by a past or present customer unless it has, from time to time, before the Court makes such an order considered whether the steps it proposes to take are appropriate and reasonable having regard to the interests of both AMEX and the customer and it will in particular (but without limitation) take account of:
 - a. the extent to which such customer has responded to reasonable requests made by AMEX;
 - b. the personal and financial circumstances of the customer;
 - c. the amount of the sum owed;
 - d. the length of time that the sum has been owed by the customer to AMEX; and
 - e. whether it is reasonable for AMEX to take steps other than those proposed.

6. AMEX will in each case where a charging order (interim or final) or an order for sale is sought against a customer include in the case file relating to that customer a note that sets out in reasonable detail why AMEX concluded that it was appropriate and reasonable to seek the order and how AMEX has taken account of the interests of such customer with particular reference to the matters set out in requirement 5(a) to (e).

ANY FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RENDER AMEX LIABLE TO FURTHER FORMAL ACTION BY THE OFT. THIS COULD INCLUDE THE IMPOSITION OF FINANCIAL PENALTIES PURSUANT TO SECTION 39A OF THE ACT AND/OR THE REVOCATION OF AMEX'S CONSUMER CREDIT LICENCE PURSUANT TO SECTION 32 OF THE ACT.

Authorised signatory on behalf of OFT *R. Watson*

(Ray Watson – Director of Consumer Credit)

Date..... *17/11/10*