

**Company (Insurer):** Chubb European Group SE is incorporated in France and operates through a branch in the UK. Authorised and regulated by the French Prudential Supervision and Resolution Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

Europ Assistance S.A. is a “société anonyme” incorporated in France with a share capital of 58 356 222 €. It is registered with the Paris Trade and Companies Register under No. 451 366 405. Its registered office is 2 rue Pillet Will – 75009 Paris, France. It is an insurance company regulated by the French Insurance Code and acts through its United Kingdom branch EUROP ASSISTANCE S.A. UK BRANCH, which is registered with Companies House under No. BR024677, has its registered office at 55 Mark Lane, London, EC3R 7NE, and is authorised and regulated by the French supervisory authority (ACPR), 4, place de Budapest, CS92459 - 75436 Paris Cedex 09, France. Europ Assistance S.A. UK Branch is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available on request.

### Product: The Centurion® Card

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Full details about the product is provided in your policy documents which are attached below. You can also access these and wider information on the Centurion Card features and benefits by visiting [americanexpress.com/uk/centurion-accepted-conditions-list](http://americanexpress.com/uk/centurion-accepted-conditions-list). This includes supporting lists of accepted medical conditions and sports attaching to your insurance coverage.

### What is this type of insurance?

This insurance provides assistance in the event of certain travel emergencies, which impact your safety and security. Benefits have been annotated by insurer as follows: Chubb (“CEG”); Europ Assistance (“EA”).



#### What is insured?

This policy pays benefits as below in accordance with the policy wording as a result of the following:

##### MEDICAL ASSISTANCE AND EXPENSES (EA)

- ✓ £5,000,000 for necessary medical, surgical and hospital costs during a trip.
- ✓ £1,000 emergency dental treatment.
- ✓ All necessary repatriation and evacuation costs.
- ✓ Necessary costs to repatriate remains or £2,500 for local funeral.

##### CANCELLING, POSTPONING AND ABANDONING YOUR TRIP (EA)

- ✓ £12,500 per insured person for unused travel, accommodation, excursions and leisure activities that have been paid for, or pre-booked, on the Card account, and these are not refundable or a fee is charged to change them.

##### CUTTING SHORT YOUR TRIP (EA)

- ✓ £12,500 per insured person for costs to return home (and to resume original trip) and unused travel, accommodation, excursions and leisure activities that have been paid for, or pre-booked, and these are not refundable.



#### What is not insured?

##### MEDICAL ASSISTANCE AND EXPENSES

- ✗ Some Pre-existing Medical Conditions – See ‘Restrictions on Cover’ section below.
- ✗ Medical assistance and expenses benefits if aged 80 years or over at any time during the trip.
- ✗ Medical treatment in country of residence.
- ✗ Costs for medical treatment that is:
  - i) not immediately necessary to prevent serious detriment to your health or save your life;
  - ii) not reasonable in the circumstances to carry out other than in accordance with recognised practice; and/or
  - iii) not approved in advance of the insurer (unless immediately necessary to prevent serious detriment to your health or save your life).
- ✗ Some Holiday Sports/Activities – See ‘Restrictions on Cover’ section below.

##### CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

- ✗ Some Pre-existing Medical Conditions – See ‘Restrictions on Cover’ section below.
- ✗ Cancellation due to business reasons.
- ✗ Abandonment after first leg of a trip.
- ✗ Circumstances known before booking a trip.
- ✗ Disinclination to travel.

<p><b>PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS (EA)</b></p> <ul style="list-style-type: none"> <li>✓ Per insured person, if your personal belongings, money and travel documents are lost, stolen or damaged:           <ol style="list-style-type: none"> <li>a. £5,000 in total per trip;</li> <li>b. £1,000 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;</li> <li>c. £750 for money and travel documents limited to £50 for children under the age of 16.</li> </ol> </li> <li>✓ Any necessary and reasonable additional travel and accommodation costs, and consulate fees necessary to replace travel documents for you to continue your trip or return home.</li> <li>✓ In an emergency, an advance up to £2,000 if your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for you to obtain funds.</li> </ul> <p><b>CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY (CEG)</b></p> <ul style="list-style-type: none"> <li>✓ £50,000 for theft or damage to vehicle (including any applicable excess).</li> <li>✓ £500,000 (US\$1 million in USA) for damage to another person or their property.</li> </ul> <p><b>TRAVEL INCONVENIENCE (CEG)</b></p> <ul style="list-style-type: none"> <li>✓ £400 for missed departure due to accident or breakdown, travel delay, overbooking, or missed connection.</li> <li>✓ £400 for baggage delayed by airline. An additional £400 for extended baggage delay by airline.</li> </ul> <p><b>PERSONAL ACCIDENT WHILST ON A TRIP (CEG)</b></p> <ul style="list-style-type: none"> <li>✓ £50,000 for death or permanent disablement on a trip caused by an accident (increased to £250,000 when travelling on a public vehicle).</li> </ul> <p><b>LEGAL ASSISTANCE AND COMPENSATION (EA FOR PURSUIT; CEG FOR DEFENCE)</b></p> <ul style="list-style-type: none"> <li>✓ £50,000 legal defence costs and legal costs in pursuit of compensation.</li> <li>✓ £2,000,000 for legal liability for injuring another person, or damaging their property or possessions.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Unused tickets where an Insurer has paid for alternative travel arrangements to the same destination.</li> </ul> <p><b>CUTTING SHORT YOUR TRIP</b></p> <ul style="list-style-type: none"> <li>✗ Cutting short a trip due circumstances known to you prior to booking your trip.</li> <li>✗ Cutting short a trip due to lack of enjoyment or adverse weather conditions.</li> </ul> <p><b>PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS</b></p> <ul style="list-style-type: none"> <li>✗ Deductions are made for wear and tear.</li> <li>✗ Money or travel documents which are not kept on insured's person or in a safe.</li> <li>✗ Loss, theft or damage that has not been reported to local police, transport or accommodation provider.</li> <li>✗ £750 limit for money and travel documents.</li> <li>✗ £1,000 limit for a single item, pair or set of items.</li> <li>✗ Limit of £50 money cover for children under the age of 16.</li> </ul> <p><b>CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY</b></p> <ul style="list-style-type: none"> <li>✗ Commercial vehicles, motor homes, caravans and trailers.</li> <li>✗ Cover applies only when rental agency allows refusal of their insurance.</li> <li>✗ An insured person must be named on the rental agreement.</li> </ul> <p><b>TRAVEL INCONVENIENCE</b></p> <ul style="list-style-type: none"> <li>✗ Costs where a transport provider has offered an alternative.</li> <li>✗ Baggage delay on the final leg of a trip.</li> <li>✗ Purchases made after baggage has been returned.</li> <li>✗ Costs which are recoverable from any other source.</li> <li>✗ Delays of less than 4 hours.</li> </ul> <p><b>PERSONAL ACCIDENT WHILST ON A TRIP</b></p> <ul style="list-style-type: none"> <li>✗ Terrorist activities except on a public vehicle.</li> <li>✗ Participating in or training for professional sports.</li> <li>✗ Work-related accidents.</li> <li>✗ The benefit amount for the death is reduced to £10,000 for children under the age of 16.</li> </ul> <p><b>LEGAL ASSISTANCE AND COMPENSATION</b></p> <ul style="list-style-type: none"> <li>✗ Legal costs in pursuit of compensation where the Insurer feels there is no reasonable chance of winning a case or receiving compensation.</li> <li>✗ Claims made against the Insured Person by family members, or an employee of the Insured Person.</li> <li>✗ Liability which is covered by another insurance.</li> <li>✗ Legal costs incurred where using a motorised vehicle owned or possessed by the Insured Person (liability benefits may apply where vehicle is rented).</li> <li>✗ If legal proceedings are successful and costs are awarded in favour of the Insured Person, any legal costs and expenses are to be reimbursed from costs awarded.</li> </ul>
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#### Are there any restrictions on cover?

- ! All Cardmembers including Supplementary Cardmembers and their Families must be under 80 years of age throughout the trip to receive Medical Assistance and Expenses benefits.
- ! A £50 excess applies to claims for certain benefits.
- ! You will not be paid for claims directly or indirectly as a result of:
  - ! Pre-existing Medical Conditions other than those on the Accepted Conditions list available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal)
  - ! Travelling against the advice of a registered Medical Practitioner.
  - ! Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal)
  - ! For covers provided by EA : Trips in, or booked to, locations where a government agency has advised against travelling or which are officially under embargo by the United Nations or Trips to Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's regions, Belarus and Russian Federation. Also, United States persons travelling to Cuba and/or Venezuela must provide evidence that travel was in compliance with United States laws.
  - ! Your failure to take, properly or at all, any vaccinations or medication advised for Your trip.
  - ! Fear of flying or travelling on other modes of transport.
  - ! Industrial action which has commenced or has been announced prior to booking your trip.



#### Where am I covered?

- You are covered for trips made worldwide (except as noted in 'Restrictions on Cover' section above).



#### What are my obligations?

- All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- If you need to submit a non-emergency insurance claim, please visit [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal). Alternatively, please call the number on the back of your American Express Card.
- You must provide all the items, information and documentation and anything else reasonably requested by us in order to make a claim. These must be provided at your own expense.



#### When and how do I pay?

There is no additional charge, fee or premium payable for the insurance benefits provided with your Card.



#### When does the cover start and end?

You are covered for a maximum of 240 days in a 365 day period and for single trips up to a maximum duration of 120 consecutive days.

You are entitled to the insurance benefits under the policy from the moment the Card is activated and for as long as the eligibility criteria continues to be met or until we withdraw or cancel the insurance benefits by notice to you.

When any of your children are travelling between full time education and employment, between secondary and higher education, or when studying abroad (a "Gap Year"), the benefits under Section 1 shall be extended for the full duration of the Gap Year up to a maximum trip of 365 consecutive days. This benefit applies to only one trip of up to 365 consecutive days continuous travel per child.



#### How do I cancel the contract?

You may cancel this insurance by cancelling your Card at any time. If you do this within 14 days of activating your Card, any money you have paid for the Card will be returned to you. Please refer to your Cardmember agreement for more details.

# INSURANCE UNITED KINGDOM TERMS AND CONDITIONS AMERICAN EXPRESS® CENTURION CARD

## CONTENTS:

1. Key Information
2. Terms of Business
3. Policy Terms and Conditions

## 1. KEY INFORMATION

### HOW TO CLAIM

Your Centurion Card provides you and your family with an extensive Worldwide Travel Insurance package.

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal), or call Centurion Concierge on **0808 100 5050** (say "Insurance"), or if phoning from abroad **+44 (0) 1273 667 272** (say "Insurance"), or in a medical emergency **+44 (0)1273 696 933**.

### CUSTOMER SERVICE AND COMPLAINTS

You can visit our Card Benefit Insurance Centre at [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal) to

- Check your cover
- Learn about your Card Insurance Benefits
- Read Frequently Asked Questions
- Create and download your Insurance Certificate
- Search for Medical providers
- Access Online Claims

American Express and **The Insurer** are dedicated to providing a high quality service and aim to maintain this at all times. However, should you have a complaint, please contact American Express so your complaint can be dealt with as soon as possible. Contact details are:

American Express  
Global Customer Research and Solutions  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom  
Telephone: **0800 032 7401**

Europ Assistance strive to offer You the highest level of service. However, if You are unhappy, You must first send Your complaint by post to:

### INTERNATIONAL COMPLAINTS

**P.O. BOX 36009 – 28020 Madrid, Spain**  
Or by e-mail to: [complaints@earefund.com](mailto:complaints@earefund.com)

American Express and **the Insurer** are members of the Financial Ombudsman Service (FOS) who may be approached for assistance if you are not satisfied with the response you receive. Contact details are given below. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: **0800 023 4567** From a mobile: **0300 123 9123**  
From abroad: **+44 20 7964 0500**  
Fax: **020 7964 1001**  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it.

### COMPENSATION SCHEME

In the unlikely event that American Express Services Europe Limited or **the Insurer** are unable to meet their obligations, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are:

Financial Services Compensation Scheme (FSCS)  
PO Box 300  
Mitcheldean  
GL17 1DY  
United Kingdom  
Telephone **0800 678 1100** or **020 7741 4100**  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## 2. TERMS OF BUSINESS

The information in this section explains the basis of the Insurance services provided to you by American Express.

The insurance policies are arranged and held by American Express Services Europe Limited, registered in England and Wales with Company Number 1833139, registered office Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("American Express") for the benefit of Cardmembers.

### 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services.

### 2. Whose products does American Express offer?

American Express only offers Medical Assistance and Expenses, Cancelling, Postponing and Abandoning Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) insurance underwritten by Europ Assistance S.A. UK Branch. (Policy Number : IB2500424GBCE22; IB2500424GBPB27)

American Express only offers Car Rental Benefits, Theft, Damage and Liability, Travel Inconvenience; Personal Accident, Legal Assistance and Compensation (defence), Purchase Protection and Refund Protection insurance underwritten by Chubb European Group SE.

### 3. Which service will American Express provide you with?

You will not receive advice or a recommendation from American Express for any insurance associated with your Card.

### 4. What will you have to pay American Express for its services?

There is no additional charge, fee or premium payable for the insurance benefits provided with your Card. American Express does not act as an agent or fiduciary for you, and may act on behalf of the insurance provider (as its agent or otherwise), as permitted by law. American Express may receive commissions from providers, and commissions may vary by provider and product. In some cases, an American Express group company may be the Insurer or reinsurer and may earn insurance or reinsurance income. The arrangements with certain providers, including the potential to reinsure products, may also influence the insurance which is provided to Cardmembers.

### 5. Who regulates American Express?

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom.

It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority (reference number 661836). Details can be found by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register)

### 6. Ownership

American Express Services Europe Limited is ultimately owned by the American Express Company.

### 7. What to do if you have a complaint

If you wish to register a complaint, please contact:

In writing:  
American Express  
Global Customer Research and Solutions  
Department 333  
1 John Street, Brighton  
BN88 1NH  
United Kingdom  
Telephone: **0800 032 7401**

Further details on the complaints process are contained in the Policy Terms and Conditions. If you cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

## **8. Is American Express covered by the Financial Services Compensation Scheme (FSCS)?**

American Express is covered by the FSCS. You may be entitled to compensation from the scheme if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## **9. Remuneration and Commission**

We arrange the policy with the insurer on your behalf. We provide this to you as part of your Card Membership and there is no additional charge to you for doing this. We do not receive any remuneration or commission from the insurer for arranging this policy.

### **DEMANDS AND NEEDS**

This insurance meets the demands and needs of Cardmembers who require comprehensive travel insurance and purchase protection and refund protection insurance cover alongside their Card account.

American Express has not provided opinions or recommendations on the suitability of the insurance for you.

## **3. POLICY TERMS AND CONDITIONS**

These Policy Terms and Conditions give full details of the insurance cover provided with The Centurion® Card from American Express under the group policies of insurance held by American Express Services Europe Limited with Chubb European Group SE and Europ Assistance S.A. UK Branch.

With regard to sections of the policy provided by Chubb European Group SE (please refer to the definition of 'Our/Us/We/Insurer'), Chubb European Group SE shall not be deemed to provide cover and it shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

With regards to sections of the policy provided by Europ Assistance S.A. UK Branch :

Europ Assistance will not provide cover, pay a claim or provide any benefit or service described in the Policy if this would expose Us to:

- any sanction, prohibition or restriction under United Nations resolutions, or
- the trade or economic sanctions, laws or regulations of the European Union, United States of America, France and the United Kingdom.

For further details, please visit: <https://www.europ-assistance.com/who-We-are-international-regulatory-information/>

The insurance provides cover in the countries included in the Trip except the following countries and territories: Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's regions, Belarus and Russian Federation.

If You are a United States person and You were travelling to Cuba and/or Venezuela, You must provide evidence that You travelled to Cuba and/or Venezuela in compliance with United States laws before the Insurer can provide a service or a payment.

### **ELIGIBILITY**

The benefits described in this Policy Summary are dependent upon a Card being issued, the Card account being valid and the account balance having been paid in accordance with the Cardmember agreement at the time of any incident giving rise to a claim. The Purchase Protection and Refund Protection benefits are dependent on use of the Card.

The benefits outlined in these Policy Terms and Conditions may be varied, withdrawn or cancelled at any time. You will be given at least 30 days' written notice of any detrimental change.

### **DEFINITIONS**

Whenever the following words or phrases appear in **bold**, they will have the meaning as described below:

**"£"** shall mean United Kingdom pounds sterling.

**“Account” or “Card Account”** means **Your** American Express Charge Card account with **American Express** on which **Your** Centurion **Card** is issued.

**“American Express”** means American Express Services Europe Limited.

**“Card”** means any Card or other **Account** access device issued to a **Cardmember** (or a Supplementary **Cardmember**) for the purpose of accessing the **Account**.

**“Cardmember”** means any individual who holds a valid **Account**.

**“Children”** means any of **Your Children** (including step-**Children**, fostered or adopted **Children**) under the age of 25 on the first day of a **Trip**, who are legally dependent on **You** and who are not in full time employment. (The term **“Child”** shall have a corresponding meaning).

**“Close Relative”** means a person’s partner or spouse living at the same address, their mother, mother-in-law, father, father-in-law, daughter, daughter-in-law; son, son-in-law; sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, step-mother, step-father, step-sister, step-brother, aunt, uncle, niece or nephew.

**“Country of Residence”** means **Your** current country of residence as evidenced by an official document.

**“Family”** means **Your** partner or spouse, living at the same address as **You**, and **Your Children**.

**“Insured”** means (i) **Cardmembers** and their **Families**, (ii) **Supplementary Cardmembers** and their **Families** and (iii) grandchildren of the **Cardmember** or a **Supplementary Cardmember** who are under the age of 25 and travelling with anyone insured under the **Card Account**.

**“Loss of hearing”** means permanent profound deafness, which means the quietest sound **You** can hear is louder than 90 decibels when tested by a qualified audiologist.

**“Loss of sight”** Shall be deemed to have occurred:

- a. Loss of Sight in Both Eyes - Permanent blindness which, based on medical evidence, **You** will never recover from and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government; or
- b. Loss of Sight in One Eye - Permanent blindness which, based on medical evidence, **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

**“Our/Us/We/Insurer”** means:

- In respect of Section 1.1 Medical Assistance and Expenses, Section 1.2. Cancelling, Postponing and Abandoning Your Trip, 1.3 Cutting Short Your Trip, 1.4 Personal Belongings, Money and Travel Documents, 1.8 Legal Assistance and Compensation (pursuit), Europ Assistance S.A. is a “société anonyme” incorporated in France with a share capital of 58 356 222 €. It is registered with the Paris Trade and Companies58 356 222 €registered with Companies House under No. BR024677, has its registered office at 55 Mark Lane, London, EC3R 7NE, and is authorised and regulated by the French supervisory authority (ACPR), 4, place de Budapest, CS92459 - 75436 Paris Cedex 09, France. Europ Assistance S.A. UK Branch is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available on request.

**AND**

-In respect of Section 1.5 Car Rental Benefits – Theft, Damage and Liability, Section 1.6 Travel Inconvenience,Section 1.7 Personal Accident, Section 1.8 Legal Assistance and Compensation (defence), Section 2.1 Purchase Protection and Section 2.2 Refund Protection, Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 40 Leadenhall Street, London EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial

Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

**“Permanent Disability”** means any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

**“Permanent Total Disablement”** means:-

If **You** were in paid work at the date of the accident:

A **Permanent Disability** which stops **You** from carrying out occupational duties for which **You** are fitted by way of training, education or experience; or

If **You** were not in paid work at the date of the accident:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least two of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting; or
- walking 200 metres on level ground.

**“Policy”** means the insurance cover provided under the **Policy Terms and Conditions**.

**“Policyholder”** means **American Express** Services Europe Limited.

**“Policy Terms and Conditions”** means these terms and conditions.

**“Policy Summary”** means the document summarising the **Policy**.

**“Public Vehicle”** means any air or land vehicle, river or sea-going vessel operated under licence for the transport of fare paying passengers. **Public Vehicles** do not include vehicles chartered privately.

**“Senior Medical Officer”** means **Our** medical practitioner, who shall be appointed by **Us** to assess any aspect of any applicable issue where medical expertise is required pursuant to these **Policy Terms and Conditions**.

**“Supplementary Cardmember”** means a person who has been nominated by the **Cardmember** to be issued with an additional **Card** on the **Account** and is also covered by the insurance benefits included with the **Card**.

**“Trip”** means a journey outside **Your Country of Residence** which must commence and end in **Your Country of Residence**, or a journey within **Your Country of Residence** which must include a flight, or at least one night of pre-booked accommodation away from home. **Trip** is extended to include any journey within **Your Country of Residence** for Car Rental Benefits (Section 1.5) only. **Trips** must not exceed 120 consecutive days with a maximum 240 days during each 12 month period. The **Trip** length will be extended to 365 consecutive days for **Your Children** under the age of 25 on a Gap Year.

**“You/Your”** means the **Insured**.

## 1. WORLDWIDE TRAVEL INSURANCE

### WHO IS COVERED

All **Cardmembers** including **Supplementary Cardmembers** and their respective **Families** are covered. In addition, all Travel Insurance benefits under this Section 1 will apply to grandchildren who are under the age of 25 on the first day of the **Trip** when they are travelling with **You**.

Age Limit for Medical Assistance and Expenses: All **Cardmembers** including **Supplementary Cardmembers** and their **Families** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

This Section 1 details the **Card** Travel Insurance benefits. The following conditions apply to all claims under this Section:

- 1) Benefit Limits: All limits under Section 1 are per insured person and apply while on a **Trip**.
- 2) Excess: No excess will be applied to any of the travel insurance benefits under this Section 1.
- 3) **Trip** Length: **You** are covered for a maximum of 240 days in a 365 day period and for single **Trips** up to a maximum duration of 120 consecutive days.
- 4) Pre-existing Medical Conditions: **You** will not be eligible for benefits if **You** were previously aware of **Your** condition other than those on the Accepted Conditions list available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal). (See Section 1.9 General Exclusions to **Card** Travel Insurance).
- 5) Winter and Special Sports Information: All benefits apply when participating in usual holiday sports and those included on the Sports and Winter Sports Activities list which is available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal).
- 6) Insurance Benefits are secondary: **We** will only pay amounts under this **Policy** if they are not covered by other insurance, state benefits or other agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

#### **GAP YEAR EXTENSION TO WORLDWIDE TRAVEL INSURANCE BENEFITS**

When any of **Your Children** are travelling between full time education and employment, between secondary and higher education, or when studying abroad (a "Gap Year"), the benefits under Section 1 shall be extended for the full duration of the Gap Year up to a maximum **Trip** of 365 consecutive days. This benefit applies to only one **Trip** of up to 365 days continuous travel per **Child**.

#### **1.1 MEDICAL ASSISTANCE AND EXPENSES**

**IMPORTANT:** Only **Cardmembers**, **Supplementary Cardmembers** and members of their **Family** who are under the age of 80 throughout the Trip, are eligible to receive the Medical Assistance and Expenses benefits under this Section 1.1.

All costs must be approved in advance by **Us**.

If **You** have an accident or **You** are ill during **Your Trip**, contact **Us** as soon as **You** can on **+44 (0)1273 696 933**. By contacting **Us**, **We** will, where possible, arrange everything necessary for **You** including seeing a doctor or other medical professional, admission to hospital and **Your** medical treatment. **We** will also pay for necessary expenses which have been approved by **Our Senior Medical Officer**. When **You** have recovered sufficiently, if necessary **We** will arrange for **Your** travel home.

#### **YOUR BENEFITS**

**You** will be covered for the following:

- 1) Medical treatment: Up to £5,000,000 for necessary medical, surgical and hospital costs as a result of **You** becoming ill or being injured during **Your Trip**. In order for **Us** to evaluate the facts of the medical situation, **You** must release **Your** treating physician and **Your** registered medical practitioners from their doctor/patient confidentiality.
- 2) Transport to hospital: Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital, when deemed necessary by a recognised **Medical Practitioner**, if free transport is not available. The **Insurer** has the right to move **You** to an alternative hospital or medical facility when **You** are in a medically stable condition to do so.
- 3) **Your** travel home after treatment: **We** will arrange and pay for necessary costs including a medical escort for **Your** journey home.
- 4) Return home of **Your** travelling companions: The cost of an economy flight or standard rail ticket if their original means of transportation home cannot be used.
- 5) Dental treatment: Up to £1,000 for emergency dental costs.
- 6) Friend or relative to extend their stay during **Your** treatment: Up to £150 a night (maximum 10 nights) towards their meals and accommodation costs until **Our Senior Medical Officer** advises that **You** no longer require further treatment on **Your Trip**.
- 7) Friend or relative to visit **You** in hospital: If **You** are travelling alone, the cost of an economy flight or standard rail ticket and up to £150 a night (maximum 10 nights) towards meals and accommodation costs for a friend or relative visiting **You** in hospital, or during **Your** recovery. The benefit will cease when **You** return to **Your Country of Residence**.
- 8) Hospital benefit: £50 per night while **You** are in hospital for items to make **Your** stay more comfortable, up to a maximum total of £500.
- 9) Extend **Your** stay following medical treatment: Up to £150 a night (maximum 10 nights) towards meals and accommodation costs for **You** and one other person if **Our Senior Medical Officer** advises **You** to extend **Your** stay after **Your** treatment.
- 10) Convalescence benefit: Up to £250 a night (maximum 10 nights) towards registered nursing care and meals and accommodation costs if **Our Senior Medical Officer** advises it is necessary following **Your** return home.

- 11) Return home of **Your Children**: Reasonable travel expenses and up to £150 a night (maximum 3 nights) towards meals and accommodation costs for a friend or relative to collect and bring home **Your Children** if **You** are unable to care for them.
- 12) Recovery of **Your** vehicle: The cost of an economy flight or standard rail ticket and up to £150 a night (maximum 3 nights) towards meals and accommodation costs for a replacement driver to collect and bring home **Your** vehicle if it is not possible for **You** or **Your** travelling companions to drive.
- 13) Replacement colleague: The cost of an economy flight or standard rail ticket for a colleague to replace **You** following **Your** return home after **Your** treatment or if **You** are unable to continue working on **Your Trip**.
- 14) Reimbursement of any pre-paid excursion or specialised hired sports equipment: Up to £500 if **You** have an accident, suffer an unforeseen illness or are undergoing medical treatment during **Your Trip** and a registered **Medical Practitioner** advises **You** not to continue Your excursion or sports activity.
- 15) Search and rescue: Up to £100,000 for **Your** search and rescue costs.
- 16) Funeral and burial expenses: If **You** die whilst on a **Trip**, We will pay for either transportation of the remains home or up to £2,500 for local cremation or burial.
- 17) Quarantine costs up to £150 a night towards meals and accommodation costs for each **Insured** person if you are required by Governmental authorities to compulsory quarantine following direct exposure to or medical treatment for a contagious disease.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 1.1.**

**You** will not be covered in respect of the following:

- 1) Costs for treatment not approved by **Our Senior Medical Officer**, unless immediately necessary to prevent serious detriment to **Your** health or save **Your** life, or treatment that is or was in the sole opinion of **Our Senior Medical Officer** unnecessary or unreasonable in the circumstances, or not in accordance with recognised practice.
- 2) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 3) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.
- 4) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 5) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- 6) Costs where **You** have refused to follow the advice of **Our Senior Medical Officer**.
- 7) Treatment or costs incurred for cosmetic reasons unless **Our Senior Medical Officer** agrees that such treatment is necessary as a result of a medical emergency.
- 8) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- 9) Coffins or urns in excess of those which meet international airline standards.
- 10) **We** will not cover, and **You** will have no liability for, any costs incurred whether directly or indirectly as a result of an error or mistake of the medical practitioner.
- 11) **We** will not accept any costs incurred that would not be made in the absence of insurance, for example costs that are unnecessary or unreasonable in the circumstances, or not in accordance with recognised practice.
- 12) **You** will have no liability for costs that are covered under **Policy Terms and Conditions** and agreed with **Us**. Any disputes with third parties in respect of cover and/or benefits provided must be directed to **Us**.

## 1.2 CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

### YOUR BENEFITS

**You** will be covered for the following:

- 1) Up to £12,500 for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked, which are non-refundable or any fee **You** are charged to change them if **You** cancel, postpone, change or abandon **Your Trip**, due to:
  - a) **You**, or a person travelling with **You**, or a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying before **Your Trip**;
  - b) **Your Close Relative**, or a **Close Relative** of a person travelling with **You**, or a **Close Relative** of a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying before or during **Your Trip**;
  - c) **Your** redundancy which qualifies for redundancy payments under current legislation;
  - d) **You** being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;

- e) Unforeseen severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than £25,000;
- f) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police;
- g) **Trip** Abandonment: a delay of more than 12 hours on the outward leg of **Your Trip** as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means **You** no longer want to go on **Your Trip**. The period of delay is reduced to 6 hours for Trips of less than 5 days;
- h) The Government of the **Insured's** country of residence has issued or upgraded a travel warning to advise against all travel or all but essential travel to the **Insured's** pre-booked destination.
- i) The Government of the **Insured's** country of residence requires the **Insured** to quarantine within their country of residence which means they will be unable to commence their pre-booked trip.
- j) The Government of the country of the pre-booked destination imposes a ban or compulsory quarantine restrictions on travellers arriving from the **Insured's** country of residence.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Cancelling, Postponing and Abandoning Your Trip Section 1.2.**

**You** will not be covered in respect of the following:

- 1) Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 2) Cancellation claims arising directly or indirectly from circumstances known to **You** when **You** apply for **Your Card** and any **Cards** on **Your Account**.
- 3) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities immediately that it is necessary for **You** to cancel **Your Trip**.
- 4) Claims where **You** are unable to supply a medical certificate from the appropriate medical practitioner, confirming the medical condition which made it necessary to cancel **Your Trip**. The appropriate medical practitioner cannot be any **Insured**, any travelling companion, **Your Close Relative**, the **Close Relative** of any **Insured** or of a travelling companion.

## 1.3 CUTTING SHORT YOUR TRIP YOUR BENEFITS

**You** will be covered for the following:

- 1) If **You** cut short **Your Trip** due to:
  - i) **You**, or a person travelling with **You**, or a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying;
  - ii) **Your Close Relative**, or a **Close Relative** of a person travelling with **You**, or a **Close Relative** of a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying;
  - iii) Unforeseen severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than £25,000; or
  - iv) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

**You** will be paid up to £12,500 in total for the:

- a) reasonable, necessary travel costs for **You** to return home, and to resume **Your** original, booked **Trip** within the original planned dates of travel; and
- b) the costs for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable.
- 2) If **You** cut short **Your Trip** as a result of damage or theft at **Your** home or **Your** business premises, **You** will be paid up to £250 for parts, labour and call out charges to render **Your** home safe and secure and avoid any further damage prior to **Your** return home (provided costs are not covered by **Your** home or business insurance, or any other relevant insurance cover).
- 3) The Government of the **Insured's** country of residence announces compulsory quarantine restrictions on travellers returning from the **Insured's** pre-booked destination that will commence prior to the **Insured's** planned return date.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Cutting Short Your Trip Section 1.3.**

**You** will not be covered in respect of the following:

- 1) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.

- 2) Claims arising directly or indirectly from circumstances known to **You** when **You** apply for **Your Card** and any **Cards on Your Account**.
- 3) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 4) Claims where **You** are unable to supply a medical certificate from the appropriate medical practitioner, confirming the medical condition which made it necessary to cut short **Your Trip**. The appropriate medical practitioner cannot be any **Insured**, any travelling companion, **Your Close Relative**, the **Close Relative** of any **Insured** or of a travelling companion.
- 5) Subsequent claims arising from the same fault or event where the original fault has not been properly repaired where **You** cut short **Your Trip** as a result of damage or theft at **Your** home or **Your** business premises.
- 6) Resuming a trip where the cause of cutting short **Your** trip remains/applies.

#### **1.4 PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS YOUR BENEFITS**

This benefit applies to:

- **Your** personal belongings which **You** take, purchase or hire while on **Your Trip**.
- **Your** money and **Your** travel documents provided that they are kept on **You** at all times, locked in a safe, or in a locked storage area of a vehicle.

**You** will be covered for the following:

- 1) If **Your** personal belongings, money and travel documents are lost, stolen or damaged, **You** will be paid up to:
  - a) £5,000 in total per **Trip**;
  - b) £1,000 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c) £750 for money and travel documents limited to £50 for **Children** under the age of 16.
- 2) **You** will be paid any necessary and reasonable additional travel and accommodation costs, and consulate fees necessary to replace travel documents for **You** to continue **Your Trip**, or return home.
- 3) In an emergency **We** will provide an advance up to £2,000 if **Your** cash, traveller's cheques or credit cards are lost or stolen and there are no other means for **You** to obtain funds. Advances are made only with prior authorisation from **American Express** and a debit is applied to the **Cardmember's Account**.
- 4) **We** will provide advice and assistance where possible and any shipment costs in replacing emergency items that are lost, stolen or damaged including glasses, contact lenses, prescriptions, and travel documents necessary for **You** to continue **Your Trip** or return home.

#### **EXCLUSIONS**

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 1.4.**

**You** will not be covered in respect of the following:

- 1) Normal wear and tear.
- 2) Lost, stolen or damaged personal belongings where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- 3) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 4) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 5) Loss, theft of, or damage to, vehicles, or their accessories, or items in a vehicle where there is no evidence of break in.
- 6) Any documents other than travel documents.
- 7) Damage to fragile or brittle items.
- 8) Household goods.
- 9) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 10) In respect of money, any shortages due to errors and currency fluctuations.
- 11) Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

#### **1.5 CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY YOUR BENEFITS**

The Car Rental Benefits under this Section 1.5 provide cover in place of the additional or optional insurances offered by **Your** car rental companies such as:

- Collision Damage Waiver (often referred to as CDW)
- Loss Damage Waiver (LDW)
- Removal/reduction of excess (Super CDW/LDW)
- Theft Protection (TP)
- Top Up/Supplemental Liability (SLI)
- Personal Accident (PA) (See Personal Accident benefit, Section 1.7)

Where mandatory rental insurance must be purchased from or via the rental company in respect of any vehicle hire, the rental company's insurance cover shall apply. The Car Rental Benefits provided with Your Card shall apply where rental insurance is not offered by the rental company or You are able to decline optional rental insurance offered. These benefits apply to drivers named on the rental agreement which You are named on, subject to a maximum of 5 drivers. You may have no more than one rental agreement at any one time.

**You** will be covered for the following:

- 1) The excess and any items **You** are responsible for under **Your** rental agreement which are stolen or damaged (including but not limited to the rental vehicle). This will apply whether or not **You** are responsible for the accident. **You** will be paid no more than the value of the rental vehicle in respect of any one accident or occurrence.
- 2) Legal expenses and assistance – Following an accident involving **Your** rental vehicle, **You** have the right to select and appoint a legal representative of **Your** choice to represent **You** in respect of any claim submitted, any legal inquiry or legal proceedings (a legal representative may only be appointed on a contingency fee basis, where lawful and applicable to do so). **You** shall provide the **Insurer** with details of the name and address of the legal representative **You** have selected. The **Insurer** may provide information about legal representatives in **Your** local area if requested to do so by **You**, or may appoint a legal representative to act on **Your** behalf should **You** so wish. Where **You** wish to appoint a legal representative of Your own choosing, **You** must obtain pre-approval in writing from **Us** of that legal representative's costs. **We** will cover **Your** appointed legal representative's costs to the extent that such costs do not exceed the costs that would have been incurred had **We** appointed a legal representative on **Your** behalf.
- 3) Any related compensation and legal costs up to £500,000 (or US \$1,000,000 in the USA) arising directly or indirectly from one cause if **You** are found legally liable for injuring another person or damaging their property.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Car Rental Benefits – Theft, Damage and Liability Section 1.5.**

**You** will not be covered in respect of the following:

- 1) Amounts that are already covered under any insurance which is included in the rental agreement or covered by insurance mandatorily purchased from or via the rental company as a term of the hire.
- 2) Claims made against **You**, by **Your** family, or any **Cardmembers** or **Supplementary Cardmembers** on Your **Card Account** and their families, or any passenger, or anyone who works for **You**.
- 3) Claims made by **You**, against Your family, or any **Cardmembers** or **Supplementary Cardmembers** on Your **Card Account** and their families, or any passenger, or anyone who works for **You**.
- 4) Use of the rental vehicle outside the terms of the rental agreement.
- 5) Mopeds and motorbikes, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans.
- 6) Vehicles used off-road, in or in-training for, racing competitions, trials, rallies or speed testing.
- 7) Any fines and punitive damages.
- 8) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.

## 1.6 TRAVEL INCONVENIENCE YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items covered under this Travel Inconvenience Section 1.6 must be charged to Your Card to be eligible. If You are not a **Cardmember** and not travelling with a **Cardmember**, another payment method may be used. Itemised receipts must be kept as proof of purchase.

- 1) **You** will be reimbursed up to £200 per person for refreshment costs, or up to £400 per person (including £200 for refreshments) for additional travel and accommodation costs incurred prior to actual departure on **Your Trip** if:

- a) Missed departure. **You** miss **Your** pre-booked flight, train or ship due to an accident or mechanical breakdown (excluding running out of fuel) of **Your** vehicle, or an accident, breakdown or cancellation of transportation on a Public Vehicle en route to **Your** departure point, and no alternative is made available within 4 hours of the published departure time;
- b) Delay, cancellation or overbooking. **Your** pre-booked flight/train/ship is delayed/cancelled/overbooked and no alternative is made available within 4 hours of its published departure time;
- c) Missed connection. **You** miss **Your** connecting flight, train or ship due to the late arrival of **Your** previous pre-booked flight, train or ship on which **You** travelled and no alternative is made available within 4 hours of the published departure time.

2) **You** will be reimbursed for the purchase or hire of essential items, including but not limited to clothing, medication and toiletries on **Your Trip** up to:

- a) Baggage delay. £400 per person if **Your** checked in baggage has not arrived at **Your** destination airport within 4 hours of **Your** arrival;
- b) Extended baggage delay. An additional £400 per person if **Your** checked in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Travel Inconvenience Section 1.6.**

**You** will not be covered in respect of the following:

- 1) Under missed departure and missed connection, claims where insufficient time has been allowed to arrive at the departure point or to arrive to connect with **Your** ongoing journey by flight, train or ship.
- 2) Additional costs where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your Trip**.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- 6) Failure to obtain a Property Irregularity Report from the relevant airline authorities confirming **Your** missing baggage at **Your** destination.
- 7) Where **You** voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.
- 8) Costs which are recoverable from any other source.

## 1.7 PERSONAL ACCIDENT WHILST ON A TRIP YOUR BENEFITS

This benefit only applies to accidents caused by a sudden identifiable violent external event that happens by chance.

**You** will be covered for the following:

- 1) £50,000 if **You** have an accident on **Your Trip** which within 365 days causes:
  - a) death;
  - b) the complete and permanent loss of use of any limb;
  - c) **Your** entire and irrecoverable **Loss of Sight**, loss of speech or **Loss of Hearing**;
  - d) **Permanent Total Disablement** confirmed by **Our Senior Medical Officer**.
- 2) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be £50,000 per **Trip**, unless **You** are on a **Public Vehicle** where the maximum amount is £250,000 per **Trip**.
- 3) The benefit amount for death is reduced to £10,000 for **Children**/grandchildren under the age of 16.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Personal Accident Whilst On A Trip Section 1.7.**

**You** will not be covered in respect of the following:

- 1) Any claim related directly or indirectly to any, physical defect, or infirmity, which existed before the start of **Your Trip**.
- 2) **Your** suffering from sickness or disease not directly resulting from a sudden identifiable violent external event that happens by chance.

## 1.8 LEGAL ASSISTANCE AND COMPENSATION YOUR BENEFITS

The following benefits provide cover for **You** legal costs and expenses incurred following an accident on **Your Trip**. If legal proceedings are successful, any legal costs and expenses incurred are to be reimbursed and, where lawful and applicable, any legal contingency fees shall be paid from the financial award received.

**You** will be covered for the following:

- 1) Legal Assistance and Compensation (defence): **We** will pay costs and compensation **You** are liable for following an accident on **Your Trip**, if a claim is made against **You** and **You** are found legally liable for injuring another person or damaging their property and possessions up to a value of:
  - a) £50,000 for legal defence costs;
  - b) £2,000,000 for compensation arising directly or indirectly from one cause;
  - c) an economy flight or standard rail ticket if **You** have to attend a court.
- 2) Legal Assistance and Compensation (pursuit): If **You** have an accident or **You** are ill during **Your Trip**, and decide to seek compensation, **We** will pay:
  - a) legal costs up to £50,000;
  - b) an economy flight or standard rail ticket if **You** have to attend a court.

Legal Proceedings: **You** have the right to select and appoint a legal representative of **Your** choice to represent **You** in respect of any claim submitted, any legal inquiry or legal proceedings (provided that any appointment of a legal representative is not on a contingency fee basis unless it is lawful and appropriate to do so). **You** shall provide the **Insurer** with details of the name and address of the legal representative **You** have selected. The **Insurer** may provide information about legal representatives in **Your** local area if requested to do so by **You**, or may appoint a legal representative to act on **Your** behalf should **You** so wish. Where **You** wish to appoint a legal representative of **Your** own choosing, **You** must obtain pre-approval in writing from **Us** of that legal representative's costs. **We** will cover **Your** appointed legal representative's costs to the extent that such costs do not exceed the costs that would have been incurred had **We** appointed a legal representative on **Your** behalf.

Interpreter Fees: **We** will arrange and pay for an interpreter to assist in legal cases where required.

## EXCLUSIONS

**General Exclusions to Card Travel Insurance listed in Section 1.9 apply to all travel insurance benefits.**

**The following exclusions apply only to this Legal Assistance and Compensation Section 1.8.**

**You** will not be covered in respect of the following:

- 1) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.
- 2) Legal costs in pursuit of compensation where **We** think there is not a reasonable chance of **You** winning the case or achieving a reasonable settlement.
- 3) Claims made against **You** by **Your** family, or any **Cardmembers** or **Supplementary Cardmembers** on **Your Card Account** and their families, or anyone who works for **You**.
- 4) Claims made by **You**, against **Your** family or any **Cardmembers** or **Supplementary Cardmembers** on **Your Card Account** and their families, or anyone who works for **You**.
- 5) Claims made by **You** against **Us, American Express**, any American Express group company, a travel agent, tour operator or carrier.
- 6) Liability as a result of damage to property and possessions which are under **Your** care or responsibility during **Your Trip**.
- 7) Liability **You** incur solely as a result of a contract **You** have entered into.
- 8) Liability which is covered by other insurance.
- 9) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals. (If **You** rent a car, **You** may be entitled to receive liability benefits. Please refer to Car Rental Benefits in Section 1.5).
- 10) Claims caused directly or indirectly in connection with land or buildings which **You** own or are using except as temporary holiday accommodation.
- 11) Claims arising directly or indirectly in connection with any business, profession or trade activity.
- 12) Any fines and punitive damages.
- 13) Costs relating to inquests, application for review of a judgment or legally binding decision.

## 1.9 GENERAL EXCLUSIONS TO CARD TRAVEL INSURANCE

**The following exclusions apply to all of this Section 1 – Card Travel Insurance.**

**You** will not be paid for claims directly or indirectly as a result of:

- 1) Not following the advice or instructions of **Us** or **Our Senior Medical Officer**.

- 2) Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal).
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under any employment insurance policy.
- 5) Not taking reasonable care of yourself and **Your** personal belongings.
- 6) **Your** self inflicted injuries except when trying to save human life.
- 7) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 8) Fear of flying or travelling on other modes of transport.
- 9) **Your** suicide or attempted suicide.
- 10) **Your** injuries or accidents which occur as a result of drug or alcohol abuse, or while under the influence of alcohol (above the local legal driving limit) or drugs unless prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions (other than those on the Accepted Conditions list available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal)) known to **You**, prior to booking **Your Trip**, for which **You**:
  - a) have attended a hospital as an in-patient during the last 12 months;
  - b) are awaiting test results or on a waiting list for an operation, consultation or investigation;
  - c) have commenced or changed medication or treatment within the last three months;
  - d) require a medical, surgical or psychiatric check up every twelve months or more frequently;
  - e) have been given a terminal prognosis;
  - f) know of any reason, which may necessitate any **Trip** to be cancelled or cut short.
- 12) Travelling against the advice of a registered medical practitioner.
- 13) Industrial action which has commenced or has been announced prior to booking **Your Trip**.
- 14) **Trips** in, or booked to, locations where a government agency has advised against travel (except in relation to pandemics or known events – see exclusion 15) or which are officially under embargo by the United Nations other than as specifically covered in Section 1.2 sub-clause (h).
- 15) Any claim resulting from travel restrictions imposed by Governmental Offices relating to **Trips** booked after the World Health Organisation declaring a pandemic or known event.
- 16) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 17) Confiscation or destruction of **Your** personal belongings by any government, customs or public authority.
- 18) Terrorist activities except while on a **Public Vehicle**.
- 19) Declared or undeclared war or hostilities.
- 20) Actual or alleged exposure to biological, chemical, nuclear or radioactive material or substance.
- 21) Costs which are recoverable from any other source.

## 2. PURCHASE PROTECTION AND REFUND PROTECTION

This Section 2 details the Card Purchase Protection and Refund Protection benefits.

Purchase Protection and Refund Protection insurance cover is provided when eligible items are purchased on the **Card Account** by the **Cardmember** or **Supplementary Cardmember**.

These insurance benefits are secondary: **We** will only pay amounts if they are not covered by other insurance or agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

### 2.1 PURCHASE PROTECTION

#### YOUR BENEFITS

This benefit applies to items purchased on the **Card Account** for personal use that have had no previous owner and were not purchased privately.

- 1) If an item **You** buy is stolen or damaged within 90 days of purchase, **You** will be paid:
  - a) the costs of repair or replacement of an item up to a maximum of the purchase price or £2,500 whichever is the lower. The purchase price will be the cost of a pair or set of items if they are used together and cannot be replaced individually;
  - b) up to a maximum of £2,500 for any one incident;
  - c) up to a maximum of £20,000 in any 12 month period.

#### EXCLUSIONS

**You** will not be covered in respect of the following:

- 1) The first £50 of any claim.
- 2) Normal wear and tear.
- 3) Damage caused intentionally by **You**.
- 4) Damage to items caused by product defects.

- 5) Theft of or damage to items where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- 6) Theft not reported to the police within 48 hours of discovery and a written report obtained.
- 7) Not taking reasonable care of items or leaving them unattended in a public place.
- 8) Theft of or damage to vehicles and their parts
- 9) Theft of or damage to money, or other cash equivalents, traveller's cheques or tickets.
- 10) Theft of or damage to animals, plants and perishable goods.
- 11) Any fraudulent, dishonest or criminal act committed by **You** or anyone with whom **You** are in collusion.
- 12) Confiscation or destruction of purchases by any government, customs or public authority.
- 13) Costs which are recoverable from any other source.

## 2.2 REFUND PROTECTION YOUR BENEFITS

This benefit applies to items purchased for personal use that have had no previous owner only. Only items purchased from a retailer operating in the UK with premises at a UK address are covered.

If a retailer will not take back an unused item **You** purchased on the **Card Account** within 90 days of purchase, **You** will be paid the purchase price of the item or £300, whichever is the lower. **You** will only be paid up to a maximum of £1,000 under this Refund Protection Section 2.2 in any 12 month period.

## EXCLUSIONS

**You** will not be covered for:

- 1) Any item with a purchase price less than £25.
- 2) Items that are not in a new and saleable condition, free from all defects, and in full working order.
- 3) Jewellery; precious stones; rare and precious coins or stamps; one of a kind items including antiques, art work and furs; cash or its equivalents, cash or its equivalents (including travellers cheques); tickets; services, books; animals and plants; consumable and perishable goods; healthcare items; rebuilt and refurbished items; closing down sale items; vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

## HOW TO CLAIM

### CLAIMS AND ASSISTANCE

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal) or call Centurion Concierge on **0808 100 5050** or if phoning from abroad **+44 (0) 1273 667 272**, or in a medical emergency **+44 (0)1273 696 933**.

Please be ready to provide **Your Card** number, which should be used as **Your** reference number.

### CLAIMS CONDITIONS AND REQUIREMENTS

- 1) All claims and potential claims must be reported within 30 days.
- 2) All Medical Assistance and Expenses costs must be approved in advance by **Us**.
- 3) **We** will only pay amounts if they are not covered by other insurance, state benefits or other agreements. **You** must inform **Us** of these and assist them in seeking reimbursement where appropriate.
- 4) Interest will only be paid on claims if payment has been unreasonably delayed following **Our** receipt of all the required information.
- 5) Please ensure **You** keep copies of all documentation sent to substantiate a claim.
- 6) **You** must provide all the following items, information and documentation and anything else reasonably requested by **Us** in order to make a claim. These must be provided at **Your** own expense.

## WORLDWIDE TRAVEL INSURANCE

Benefit	Information required
General	<ul style="list-style-type: none"> <li>• <b>Your Card</b> number</li> <li>• Proof that <b>You</b> were on a <b>Trip</b></li> <li>• All documents must be original</li> <li>• Completed claim form when needed</li> <li>• The name of <b>Your</b> treating registered <b>Medical Practitioner</b></li> </ul>
Medical Assistance and Expenses	<ul style="list-style-type: none"> <li>• Invoices and medical report detailing medical treatment and costs <b>You</b> have paid</li> <li>• Any unused tickets</li> </ul>
Cancelling, Postponing and Abandoning <b>Your Trip</b>	<ul style="list-style-type: none"> <li>• Approved medical certificates</li> <li>• Any unused tickets or <b>Trip</b> invoices</li> <li>• Evidence from the appropriate organisation detailing the cause and duration of the delay if <b>You</b> abandon <b>Your Trip</b></li> <li>• Booking and cancellation invoiced from providers of services</li> <li>• Independent documentation proving any non-medical reason for cancellation</li> </ul>

Cutting Short <b>Your Trip</b>	<ul style="list-style-type: none"> <li>Approved medical certificates</li> <li>Any unused tickets or <b>Trip</b> invoices</li> <li>Invoices and receipts for costs <b>You</b> have paid</li> <li>Independent documentation proving any non-medical reason for cutting short <b>Your Trip</b></li> </ul>
Personal Belongings, Money and Travel Documents	<ul style="list-style-type: none"> <li>Report from police or provider of accommodation or transport</li> <li>Proof of ownership</li> <li>Damaged personal belongings</li> </ul>
Car Rental Benefits – Theft, Damage and Liability	<ul style="list-style-type: none"> <li>Rental Agreement</li> <li>Accident Report</li> <li>Approved medical certificates</li> </ul>
Travel Inconvenience	<ul style="list-style-type: none"> <li>Travel ticket</li> <li>Public transport operator's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>Airline confirmation (Property Irregularity Report) including details of baggage return date and time</li> <li>Itemised receipts and proof of purchases made using <b>Your Card</b>. If <b>You</b> are not a <b>Cardmember</b> and not travelling with a <b>Cardmember</b>, and an alternative payment method has been used, You will still need to provide proof of purchase</li> <li>Evidence from the appropriate organisation detailing the cause of the delay if <b>You</b> miss <b>Your</b> departure</li> </ul>
Personal Accident	<ul style="list-style-type: none"> <li>Evidence from the appropriate organisation detailing the accident</li> <li>Approved medical reports</li> </ul>
Legal Assistance and Compensation	<ul style="list-style-type: none"> <li>Relevant legal documents</li> <li>Evidence of incident as appropriate</li> </ul>

#### PURCHASE PROTECTION AND REFUND PROTECTION

Benefit	Information required
General	<ul style="list-style-type: none"> <li><b>Your Card</b> number</li> <li>Proof that <b>You</b> purchased the item on <b>Your Card</b></li> <li>Receipt from retailer</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> </ul>
Purchase Protection	<ul style="list-style-type: none"> <li>Proof of purchase</li> <li>Report from police detailing theft</li> <li>Damaged items</li> </ul>
Refund Protection	<ul style="list-style-type: none"> <li>Details of retailer who refused to accept returned items</li> <li>Purchased items in original packaging</li> </ul>

#### POLICY CONDITIONS

##### DURATION OF COVER

**You** are entitled to the insurance benefits under the group policies from the moment the **Card** is activated and for as long as the eligibility criteria stated at the beginning of these **Policy Terms and Conditions** continue to be met or until **We** withdraw or cancel the insurance benefits by notice to **You**.

##### VARIATION OF COVER

**We** reserve the right to add to these **Policy Terms and Conditions** and/or make changes or withdraw certain insurance benefits:

- 1) For legal or regulatory reasons; and/or
- 2) To reflect new industry guidance and codes of practice; and/or
- 3) To reflect legitimate cost increases or reductions associated with providing this insurance; and/or
- 4) For any other legitimate commercial reason, for example in the event of a change of **Insurer**.

If this happens **We**, or **American Express** with **Our** authority, will write to **You** with details of the detrimental changes at least 30 days before **We** make them. **You** may cancel **Your Card** if **You** do not agree to any proposed changes.

## **CANCELLATION OF COVER**

If **We** want to cancel a group policy under which insurance benefits are provided to **You, We, or American Express** with **Our** authority, will write to **You** at the latest address held on file for You. The **Policy** will then be cancelled no fewer than 30 days after the date of the letter.

## **LAW AND LANGUAGE**

This Policy shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales alone shall have jurisdiction in any dispute. All communication of and in connection with the Policy Terms and Conditions shall be in the English language.

## **TAXES AND COSTS**

Other taxes or costs may exist or apply, which are not imposed by **Us**.

## **ASSIGNMENT**

**You** cannot transfer the insurance cover provided with **Your Card** to any other person.

## **COMPLIANCE WITH POLICY REQUIREMENTS**

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy**, **We** reserve the right not to pay a claim.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this **Policy**. Only the **Insurer** and **You** can enforce the terms of this **Policy**. No other party may benefit from this contract as of right. The **Policy** may be varied or cancelled without the consent of any third party.

## **MISDESCRIPTION**

This **Policy** will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by **You** or on **Your** behalf.

## **REASONABLE PRECAUTIONS**

**You** shall take all reasonable steps to avoid or minimise any loss or damage.

## **CUSTOMER SERVICE AND COMPLAINTS**

We and **American Express** are dedicated to providing a high quality service and want to maintain this at all times. If for some reason **You** are unhappy please let **American Express** know by calling Centurion Card Services on **0808 100 5050** (say "Insurance") or if calling from abroad **+44 (0) 1273 667 272** (say "Insurance") or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express  
Global Customer Research and Solutions  
Department 333  
1 John Street, Brighton  
BN88 1NH  
United Kingdom

Europ Assistance strive to offer You the highest level of service. However, if You are unhappy, You must first send Your complaint by post to:

## **INTERNATIONAL COMPLAINTS**

**P.O. BOX 36009 – 28020 Madrid, Spain**  
Or by e-mail to: [complaints@earefund.com](mailto:complaints@earefund.com)

American Express, Chubb European Group SE and Europ Assistance S.A. UK Branch are members of the Financial Ombudsman Service (FOS) who may be approached for assistance if You are not satisfied with the response You receive. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: **0800 023 4567** From a mobile: **0300 123 9123**  
From abroad: **+44 20 7964 0500**  
Fax: **+44 (0) 207 964 1001**  
email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these complaints procedures does not affect **Your** statutory rights relating to this **Policy**. For more information on **Your** statutory rights, **You** should contact Citizens Advice.

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

American Express Services Europe Limited, Chubb European Group SE and Europ Assistance S.A. UK Branch are covered by the FSCS. You may be entitled to compensation from the scheme if any party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

United Kingdom

Telephone: **0800 678 1100**

Fax: **020 7892 7301**

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

#### **DATA PROTECTION**

Details of **You**, **Your** insurance cover under this policy and **Your** claims will be held by **Us**, Europ Assistance S.A. UK Branch and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

<b>Europ Assistance S.A. UK Branch is data controller for</b>	<b>Chubb is data controller for</b>
Medical Assistance and Expenses, Cancelling, Postponing and Abandoning Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) insurance	Car Rental Benefits - Theft, Damage and Liability, Travel Inconvenience, Personal Accident, and Legal Assistance and Compensation (defence) insurance

The below section references Chubb's Data Protection:

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: [www.chubb.com/uk-en/footer/privacy-policy.html](http://www.chubb.com/uk-en/footer/privacy-policy.html) You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

The below section references Europ Assistance S.A. UK Branch's Data Protection:

#### **Which legal entity will use Your personal data?**

The data controller is Your Insurer, Europ Assistance S.A. is a French limited company governed by the French Insurance Code, with headquarter at 2 rue Pillet-Will, 75009 Paris, France. The company is registered in the Paris Commercial and Companies Registry under number 451 366 405. It is underwriting this Policy through its Europ Assistance S.A. UK Branch, having its principal place of business 55 Mark Lane, London, EC3R 7NE.

If You have any questions about the processing of Your personal data or if You want to exercise a right regarding Your personal data, please contact the data protection officer at the following contact details:

Europ Assistance S.A 2 rue Pillet-Will, 75009 Paris, France

Email: [EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

#### **How do We use Your personal data?**

We collect and process Your personal data for different purposes.

To execute Your contract, We process Your personal data to:

- underwrite insurance and manage related risks,
- perform eligibility checks,
- administer Your insurance Policy, and
- manage Your claims and complaints.

To fulfil Our legitimate interests to protect and develop Our business, We may also process Your personal data to:

- perform fraud prevention and management or/and prevent irregularities,
- conduct and manage customer satisfaction surveys and checks, and
- continuously improve the efficiency and the rapidity of Our claim management system (e.g. perform analytics, improve the user experience; debug and conduct research; provide customer service and training).

We perform a balance of interests to ensure that We carry on such processing activities in compliance with the General Data Protection Regulation (.

Finally, We may have to process Your personal data to comply with legal obligations in relation to:

- fight against Money laundering,
- fight against the financing of terrorism,
- international economic and financial sanctions.

#### **Which personal data do We use?**

We process only personal data that is strictly needed for the above purposes. In particular, We will process: name, contact details, and identification documents (for example, passport), bank details, any document You provide to Us to handle Your claim.

#### **Sensitive personal data**

When We process sensitive personal data, such as health data, which requires higher levels of protection, We are required to have further legal grounds for collecting, storing and using this type of personal data. We justify Our use of sensitive personal data using one or more of the following additional lawful bases:

Consent: You have consented for Us to use collect and process Your sensitive personal data.

Protection of vital interests of You or another person, where You are unable to consent: processing is necessary to protect the vital interests of You or of another natural person where You are physically or legally incapable of giving consent.

Legal claims: where Your information is necessary for Us to establish, defend, prosecute or make a claim against You, Us or a Third Party.

In the substantial public interest: where the processing activity is necessary for reasons of substantial public interest, on the basis of EU/UK or other local law (as applicable).

#### **Who do We share Your personal data with?**

We may share Your personal data with other Europ Assistance and Generali Group subsidiaries and external organizations such as Our auditors, reinsurers, co-Insurers, claims handlers, agents, and distributors that from time to time need to provide the services covered by Your Policy and other bodies that carry out technical, organizational and operational activity supporting the insurance. In some of these instances, the organisation in question may be considered to be a data controller (not acting on Our instructions) and will be primarily responsible for deciding how Your personal data is held and used once shared by Us, providing the appropriate information notices and obtaining consent (where applicable).

We will also share certain relevant information about Your complaint (e.g. complaint status, type, reason) with AMERICAN EXPRESS to the extent that such information is needed to adequately perform the contract AMERICAN EXPRESS has with You.

#### **Why is Your personal data is required?**

We collect and process Your personal data mainly to fulfil Our contractual obligations with You, but also for wider reasons such as to comply with Our legal obligations and/or for Our legitimate business interests set out above. If You choose to not provide Us with Your personal data, We may not be able to go ahead with the contract and provide the relevant services.

#### **Where do We transfer Your personal data?**

We may transfer Your personal data to countries, territories or organizations that are outside the European Economic Area (EEA) or the UK and are not recognised as ensuring an adequate level of protection.. If this

happens, the transfer of Your personal data to non-EEA/ non-UK organisations will take place in compliance with appropriate and suitable safeguards in line with applicable law. We will generally rely on the EU Standard Contractual Clauses (together with the UK International Data Transfer Addendum, where applicable). You have the right to obtain information and, where relevant, a copy of the safeguards We adopt for such transfers by contacting the data protection officer.

#### **What are Your rights regarding Your personal data?**

You can exercise the following rights regarding Your personal data:

Access – You may request access to Your personal data.

Rectify – You may ask Us to correct personal data that is inaccurate or incomplete.

Erase – You may ask Us to erase personal data if one of the following grounds applies:

- a. The personal data are no longer necessary for the purposes for which We collected or otherwise processed them.
- b. You withdraw consent for the purpose of the processing and there is no other legal reason for the processing.
- c. You object to automated decision-making and there are no overriding legitimate grounds for Our processing, or You object to Our processing for direct marketing.
- d. We have processed Your personal data unlawfully.
- e. We should erase Your personal data to comply with Our legal obligations under European Union or Member State law to which We are subject.

Restrict – You may ask Us to restrict how We process Your personal data where one of the following applies:

- a. You contest the accuracy of Your personal data, for a period until We can verify their accuracy.
- b. The processing is unlawful and You oppose the erasure of the personal data and request restriction of their use instead.
- c. We no longer need the personal data for processing, but You want the personal data to establish, exercise or defend legal claims
- d. You object to processing under the right to object to automated decision-making, and You ask Us to restrict Our use until We have verified whether We have legitimate grounds to override Your right to object.

Portability – You may ask Us to transfer Your personal data to another organisation or ask to receive Your personal data in a structured, commonly used and machine-readable format.

Object - when We process Your personal data to fulfil Our legitimate interest, including for direct marketing purposes, You have the right to object to such processing of Your personal data and request Us to stop these processing activities.

Withdraw consent – You may withdraw Your consent, at any time, for the processing of Your personal data for which You have provided consent before. If You withdraw Your consent, We might no longer be able to proceed with Your claim.

You can exercise Your rights by contacting Our data protection officer at:

[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

You may exercise Your rights free of charge unless Your requests are plainly unfounded or excessive.

#### **Which are Your rights if We use automated decisions-making processes?**

To handle Your claim and get back to You more rapidly, We are using a claim management system that scans and analyses the content of Your claim and the supporting documents. The assessment of Your claim is therefore fully automated and there is no human intervention in the decision-making process. Based on the reading and interpretation of the supporting documents You provided, the claim management system will assess whether Your claim meets the terms and conditions of Your Policy and whether to accept or reject Your claim, in full or in part.

We regularly audit Our claim management system to ensure it remains fair, effective and accurate.

In all cases, You have the right to obtain an explanation of the decision regarding Your claim, challenge it and request that one of Our operators reviews the decision manually. To do so, You can call at +44 (0)1273 696 933, as You can do for manual claims handling.

We will also use Your personal data to continuously improve the efficiency and the rapidity of Our claim management system. You have the right to ask Us not to use Your personal data for this specific purpose.

#### **How can You make a complaint?**

If You are not satisfied of the answers We provided to You, You have the right to complain to the supervisory authority whose contact information is below:

**French authority:**

Commission Nationale de l'Informatique et des Libertés (CNIL)  
3 Place de Fontenoy  
TSA 80715  
75334 PARIS CEDEX 07  
France  
[www.cnil.fr](http://www.cnil.fr)

**UK authority:**

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire, SK9 5AF  
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)  
Web: <https://ico.org.uk/>

**How long do We retain Your personal data?**

We will retain Your personal data for as long as is necessary for the purposes set out above, or for as long as the law requires.

**MATERIAL DISCLOSURE**

It is **Your** responsibility to provide full and accurate information to **Us and American Express** when **You** take out **Your Card** and throughout the life of the **Policy**. It is important that **You** ensure all statements **You** make on **Your** application form, over the telephone, on claim forms and other documents are full and accurate. Failing to provide information when requested could affect the validity of this **Policy** and may mean that all or part of a claim may not be paid.

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American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority (reference number 661836). Details can be found by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register).

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 40 Leadenhall Street, London EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

The Global Assist benefit is serviced by Europ Assistance S.A. a "société anonyme" incorporated in France with a share capital of 58 356 222 €. It is registered with the Paris Trade and Companies Register under No. 451 366 405. Its registered office is 2 rue Pillet Will – 75009 Paris, France. It is an insurance company regulated by the French Insurance Code and acts through its United Kingdom branch EUROP ASSISTANCE S.A. UK BRANCH, which is registered with Companies House under No. BR024677, has its registered office at 55 Mark Lane, London, EC3R 7NE, and is authorised and regulated by the French supervisory authority (ACPR), 4, place de Budapest, CS92459 - 75436 Paris Cedex 09, France. Europ Assistance S.A. UK Branch is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available on request.

