# American Express® International Currency Business Card

**Guide To Your Travel Protection Benefits** 





# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY BUSINESS CARD

(OBTAINED IN THE EUROPEAN ECONOMIC AREA)

This is the **DARK BLUE SECTION** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card:

- a) on the American Express website;
- b) in response to mail or an email from American Express; or
- c) through a bank in a country within the EEA\*

* Countries within the EEA are:		
Austria	Greece	Norway
Belgium	Hungary	Poland
Bulgaria	Iceland	Portugal
Croatia	Ireland	Romania
Cyprus	Italy	Slovakia
Czech Republic	Latvia	Slovenia
Denmark	Liechtenstein	Spain
Estonia	Lithuania	Sweden
Finland	Luxembourg	United Kingdom
France	Malta	
Germany	Netherlands	

<sup>\*</sup> Correct as at time of printing (May 2017).

Otherwise, if you applied for your Card through a bank in a country outside the EEA\*, please go to page 9 and refer to the **LIGHT BLUE SECTION** for your travel protection benefit details.

The travel protection benefits provided are the same under the two sections, however, the basis on which we provide them is different.

#### CONTAINS:

#### 1. KEY INFORMATION:

- (i) Policy Summary
- (ii) Terms of Business

#### 2. POLICY TERMS AND CONDITIONS

## KEY INFORMATION (i) POLICY SUMMARY

#### IMPORTANT INFORMATION

This Policy Summary contains some important facts about the insurance (the travel protection benefits) provided with the American

Express® International Currency Green Business Card (the "Card"). It does not contain the full Policy Terms and Conditions and it is important that these are read to ensure full understanding of the cover provided.

Full Policy Terms and Conditions are provided with your Card and can also be found on the American Express website.

The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with an insurer for the benefit of its Cardmembers. There is no additional charge or premium for this insurance. The insurer that underwrites the policy is:

 For Travel Inconvenience and Travel Accident, Chubb European Group Limited ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/

#### **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.

All benefits are dependent on the use of the Card.

The insurance benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions. You will be given at least 30 days' written notice of such a change.

#### **DURATION OF COVER**

You are entitled to the insurance benefits under the group policy from the moment that you first spend on your Card and for as long as the eligibility criteria (as set out above) continues to be met or until we withdraw or cancel the insurance benefits by notice to you.

#### **Summary of Cover**

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Business Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Business Cardmembers and all approved benefit payments will be made in Euros subject to these limits.

The following table sets out the benefits payable:

#### **KEY FACTS**

Subject to Policy Terms and Conditions, cover is provided per insured person, per claim	Key Exclusions & Limitations:	Policy Terms and Conditions Section Number
TRAVEL INCONVENIENCE Reimbursement of the necessary expenses up to:  • US\$/€175 for flight delay, missed connection or overbooking that causes a delay of 4 hours or more  • US\$/€300 for baggage delayed by an airline for 6 hours or more  • An additional US\$/€500 for extended baggage delay by an airline if your baggage does not arrive within 48 hours of arrival	KEY EXCLUSIONS & LIMITATIONS  Costs where a transport provider has offered an alternative  Baggage delay on the final leg of a trip  Purchases made after baggage has been returned  Costs which are recoverable from any other source	1.1
• US\$/€100,000 for death or the loss of a limb, or the loss of sight, or the loss of speech or loss of hearing while travelling on a public vehicle where the ticket was purchased on the Card account	KEY EXCLUSIONS & LIMITATIONS  • Accidents on or involving vehicles chartered or hired privately (i.e. not a public vehicle)  • Not taking reasonable care  • The benefit amount for death is reduced to US\$/€10,000 for the death of a child under the age of 16	1.2

#### OTHER TRAVEL SERVICES

#### **GLOBAL ASSISTANCE ON OR RELATING TO A TRIP**

- 24 hour assistance helpline
- Emergency cash advance up to US\$/€250
- Dispatch of prescriptions; prescription spectacles and contact lenses

#### YOUR RIGHT TO CANCEL

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

#### **HOW TO CLAIM**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress.co.uk/claims.

Alternatively please call **+44 (0) 870 600 0342** (select claims option) for Travel Inconvenience; or **+44 (0)2031264128** for Travel Accidentor Hijack.

Please be ready to provide your Card number, which should be used as your reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

#### **CUSTOMER SERVICE & COMPLAINTS**

American Express and the Insurer are dedicated to providing a high-quality service and aims 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 Services Europe Limited Insurance Executive Relations UK Executive Office

1 John Street Brighton BN88 1NH United Kingdom

Telephone: +44 (0) 870 600 0342 (select the Benefits option for

your Card).

Email: insuranceexec@aexp.com

American Express is a member of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response that you receive. The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall,

London

E14 9SR

United Kingdom

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567

From a mobile: +44 (0) 300 123 9 123 From abroad: +44 20 7964 0500

#### **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group Limited or Inter Partner Assistance are unable to meet their obligations, you may be entitled to compensation under the UK Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the UK FSCS. Its contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom. Telephone: 0800 678 1100 or +44 (0) 207 741 4100. Website: www.fscs.org.uk.

#### (i) TERMS OF BUSINESS

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

The group 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 UK Financial Conduct Authority (FCA)

The UK FCA is the independent non-governmental body in the United Kingdom that regulates financial services.

#### 2 Whose products do American Express offer?

American Express only offer Travel Inconvenience and Travel Accident insurance underwritten by Chubb European Group Limited.

#### 3 With which service will American Express provide you?

You will not receive advice or a recommendation from American Express for any insurance associated with your Card. The insurance benefits are automatically included with your Card.

### 4 What will you have to pay American Express for their 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. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.

You can check this on the Financial Services Register by visiting the website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (or from abroad: +44 20 7066 1000).

#### 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 Services Europe Limited
Insurance Executive Relations

#### **UK Executive Office**

1 John Street Brighton BN88 1NH United Kingdom

Telephone: please call +44 (0) 870 600 0342

(select the Benefits option for your Card).

Email: insuranceexec@aexp.com

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 UK Financial Ombudsman Service.

## 8 Are American Express covered by the UK Financial Services Compensation Scheme (FSCS)?

American Express are covered by the UK 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 UK FSCS.

#### **Demands and Needs**

This insurance meets the demands and needs of Cardmembers who require Travel Inconvenience and Travel Accident insurance cover alongside their Card account. American Express has not provided opinions or recommendations on the suitability of the insurance for you.

#### POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with the American Express® International Currency Green Business Card under the group policy of insurance held by American Express Services Europe Limited with Chubb European Group Limited.

#### **ELIGIBILITY**

The benefits described in these Policy Terms and Conditions 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.

#### All benefits are dependent on the 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 such a change.

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Business Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Business Cardmembers and all approved benefit payments will be made in Euros subject to these limits.

#### **DEFINITIONS**

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

"Account" or "Card Account" means your American Express Charge Card account with American Express on which the International Currency Green Business 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 23, who are financially dependent on **You** and who are not in full-time employment. (The term **"Child"** shall have a corresponding meaning.)

**"Covered Trip"** means a) a trip by **Public Vehicle** where the entire fare has been charged to **Your Account,** prior to the accident taking place and b) a trip taken by **You** between the first point of departure and the final destination as shown on **Your** ticket.

**"Insured"** means (i) Main **Cardmember** and their **Family**, (ii) Supplementary Cardmembers.

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

"Our/Us/We/Insurer" means:

**Chubb European Group Limited** ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/

"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.

**"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 hired or chartered privately.

"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.

"You/Your" means the Insured person.

#### **INSURANCE BENEFIT DETAILS**

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

#### 1. TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT

This Section 1 details the Travel Inconvenience and Travel Accident benefits provided with the  ${\bf Card}.$ 

Travel Inconvenience and Travel Accident insurance cover is provided for the **Cardmember** and their **Family** and **Supplementary Cardmembers**.

#### IMPORTANT INFORMATION:

For the benefits under this Section 1 to apply, travel tickets must have been purchased in full using:

- a) the Card:
- b) American Express Membership Rewards® points; or
- air miles that have been converted from American Express Membership Rewards points.

#### 1.1 TRAVEL INCONVENIENCE

The travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 1.1 must be charged to **Your Card** to be eligible.

The Travel Inconvenience benefits under this Section 1.1 are provided to cover any flight between named airports, on an aircraft operated by an airline, licensed by the relevant authorities for the air transportation of fare-paying passengers. Cover does not apply to flights on aircraft chartered or hired privately.

If **You** are travelling with **Your Family**, **Your Supplementary Card-members**, and claiming under the same **Card Account**, the benefits stated under this Travel Inconvenience Section 1.1 must be shared, and the maximum benefit amounts will refer to the total amounts claimed by all those people together and do not apply per person.

We will not pay more than 3 claims in any 12-month period.

- You will be reimbursed up to US\$175 or €175 (as applicable) for the necessary additional travel, refreshment and accommodation costs incurred prior to Your actual departure if:
  - a) (<u>Delay, Cancellation or overbooking</u>) **Your** flight is delayed, cancelled or overbooked and no alternative is made available within 4 hours of the published departure time;
  - b) (<u>Missed connection</u>) As a result of delay to **Your** incoming connecting flight **You** miss **Your** onward connecting flight and no alternative is made available within 4 hours of the published departure time.
- You will be reimbursed for the purchase of essential items of toiletries and clothing up to:
  - a) (<u>Baggage delay</u>) US\$300 or €300 (as applicable) if **Your** checked-in baggage has not arrived at **Your** destination airport within 6 hours of **Your** arrival;
  - b) (Extended baggage delay) An additional US\$500 or €500 (as applicable) if Your checked-in baggage has still not arrived at Your destination airport within 48 hours of Your arrival.

#### **EXCLUSIONS**

You will not be covered in respect of the following:

- 1) Under missed connection, claims where insufficient time has been allowed to arrive to connect with **Your** ongoing flight.
- Additional costs where the airline has offered alternative travel arrangements or accommodation and these have been refused.
- 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** journey.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- 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.
- 9) Not taking reasonable care of Your baggage.
- 10) Industrial action which has commenced or has been announced prior to booking **Your** flight.
- 11) Confiscation or destruction of **Your** baggage by any government, customs or public authority.

#### 1.2 TRAVEL ACCIDENT

#### **YOUR BENEFITS**

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

- while travelling on, boarding or alighting from or being struck by a Public Vehicle; or
- 2) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a Covered Trip; or immediately after alighting from an aircraft, ship or train used for a Covered Trip while on the premises of, an airport, seaport or railway station; or
- 3) travelling directly from an airport, seaport or railway station to your final destination.

You will be covered for the following:

US\$100,000 or €100,000 (as applicable) if **You** have an accident during a **Covered Trip** which within 365 days causes:

- a) death;
- b) the complete and permanent loss of use of any limb;
- the entire and irrecoverable loss of Your sight, speech or hearing;

- The maximum amount that will be paid to You, or Your estate in the event of Your death, will be US\$100,000 or €100,000 (as applicable). The benefit amount for death during a Covered Trip is reduced to US\$10,000 or €10,000 (as applicable) for Children under the age of 16.
- 2) In the event of **You** holding more than one card issued by **American Express**, We will not pay more than the highest benefit amount stated in one of those card's policy terms and conditions for any one event.

#### **EXCLUSIONS**

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** journey.
- Your suffering from sickness or disease not directly resulting from an accident.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **Your** self-inflicted injuries except where trying to save human life
- Your injuries caused by Your negligence or failure to follow the laws and regulations of the country in which You are travelling.
- 7) Your suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- Trips in, or booked to countries or any part of any country to which a government agency has advised against travelling for all but essential travel.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) The actual, alleged or threatened discharge, dispersal, seepage, migration, escape release of or exposure to any hazardous, biological, chemical, nuclear or radioactive solid, liquid or gaseous agent.

#### **GLOBAL ASSISTANCE**

This section details the Global Assistance benefit provided with the Card.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when travelling outside **Your** country of residence. This emergency service is available exclusively to the **Cardmember, Supplementary Cardmembers** and their respective Families travelling with them. It operates 24 hours a day, every day of the year on **+44 (0) 20 3126 4113**.

- If You have a medical problem, a fully qualified English-speaking doctor is on hand to provide advice. When You need to see a doctor, dentist or optician, or You need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit You where required and an advance of medical expenses up to US\$250 or €250 (as applicable).
- Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.
- In case of legal difficulties, Global Assist will put You in touch with the relevant embassy or consulate; provide the name of a local lawyer, and an advance of legal fees up to US\$250 or €250 (as applicable). You can be advanced up to US\$250 or €250 (as applicable) if Your money is lost or stolen and no other means of obtaining cash is available.

For all the above services, Global Assist makes the necessary arrangements free of charge. Any cash advances, medical, shipping or other costs will be charged to **Your Card**.

The Global Assist service is provided by AXA Travel Insurance (ATI), which is part of the AXA Assistance Group. ATI's registered address in Ireland is 10/11 Mary Street, Dublin 1.

#### **HOW TO CLAIM**

#### **CLAIMS AND ASSISTANCE**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress.co.uk/claims.

Alternatively please call **+44 (0) 870 600 0342** (select claims option) for Travel Inconvenience; or **+44 (0)20 3126 4128** for Travel Accident or Hijack.

Please be ready to provide your Card number, which should be used as your reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

#### **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or the event giving rise to the claim.
- We will only pay amounts if they are not covered by other insurance policies, state benefits or other agreements. You must inform Us of these and assist Us and/or third-party providers in seeking reimbursement where appropriate.

- Interest will only be paid on claims if payment has been unreasonably delayed following Our receipt of all the required information.
- 4) Please ensure that **You** keep copies of all documentation that **You** send to **Us** to substantiate a claim.
- 5) If **You** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** claim may be declined. Should you deliberately cause the event which led to the claim, or in the event that **You** commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 6) We may require You to be examined by a medical practitioner or specialist appointed by Us to enable Us to assess a claim fully.
- 7) Please 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.

Benefit	Information required
General	<ul> <li>Your Card number</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> </ul>
Travel Inconvenience	Airline ticket     Proof that <b>You</b> purchased the flight on <b>Your Card</b> , with American Express Membership Rewards points or with air miles converted from American Express Membership Rewards points     Theairline's confirmation of delay, cancellation, missed connection or overbooking, and its confirmation that no alternative was made available within 4hours     Airline confirmation (Property Irregularity Report) including details of baggage return date and time     Itemised receipts and proof of purchases made using <b>Your Card</b>
Travel Accident	Proof that You purchased the ticket on Your Card, with American Express Membership Rewards points or with air miles converted from American Express Membership Rewards points  Evidence from the appropriate organisation detailing the accident  Approved medical reports

#### POLICY TERMS AND CONDITIONS

#### **DURATION OF COVER**

You are entitled to the insurance benefits under the **Policy** from the moment that You first spend on Your Card 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
- 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 underwriter.

If this happens **American Express** will write to **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your** rights under this **Policy** by cancelling **Your Card** if **You** do not agree to any proposed changes.

#### **CANCELLATION OF COVER**

If **American Express** decide to cancel the **Policy** under which the 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 & 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  ${\bf Us}.$ 

#### **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.

#### **REASONABLE PRECAUTIONS**

**You** shall take all reasonable steps to avoid or minimise any loss or damage that may be covered by this **Policy**.

#### **CUSTOMER SERVICE & COMPLAINTS**

We and American Express are dedicated to providing a highquality service and want to maintain this at all times. If for some reason You are unhappy please let American Express know by calling +44 (0) 870 600 0342 (select the Benefits option for your Card) or, if You would prefer to put Your concerns in writing, please write to:

## American Express Services Europe Limited Insurance Executive Relations

UK Executive Office 1 John Street Brighton BN88 1NH United Kingdom

Email: insuranceexec@aexp.com

**American Express** is a member of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if **You** are not satisfied with the response that **You** receive. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

United Kingdom
Tel: 0800 023 4567

Fax: +44 (0) 207 964 1001

Email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

#### **UK FINANCIAL CONDUCT AUTHORITY**

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. Where

American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.

Chubb European Group Limited ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/

#### UK FINANCIAL SERVICES COMPENSATION SCHEME

American Express Services Europe Limited and Chubb European Group Limited are covered by the UK Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the UK FSCS 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 UK FSCS.

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU United Kingdom

Telephone: 0800 678 1100 or +44 (0) 207 741 4100

Website: www.fscs.org.uk

#### **DATA PROTECTION**

Details of you, your insurance cover under this policy and your claims will be held by us, Inter Partner Assistance SA (Irish Branch) and Chubb, each acting as Data Controller of your personal data, for insurance benefits provided by them respectively under this policy.

Data you provide to AXA Travel Insurance when you make a claim under the policy will be held by AXA Travel Insurance as Data Controller, except for data provided for claims made under the travel inconvenience and collision damage waiver sections of the policy, which will be held by AXA Travel Insurance as Data Processor on behalf of Chubb.

Data will be held for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notices (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services. These activities may include:

- a) use of sensitive information about the health or vulnerability of you or others involved in your claims, which has been provided with your prior consent, in order to provide the services described in this policy.
- b) disclosure of information about you and your insurance cover to companies within the AXA group of companies or Chubb group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law:
- c) monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) technical studies to analyze claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs:
- e) obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- sending you feedback requests or surveys relating to our services, and other customer care communications.

Before collecting and/or using any sensitive personal data we will establish a lawful basis which will allow us to use that information. This exemption will typically be:

- your explicit consent
- the establishment, exercise or defence by us or third parties of legal claims
- the provision of this policy and/or services under the policy by agreement between us to enable you to make insurance claims
- an insurance specific exemption provided under local laws of EU
  Member States and other countries implementing the GDPR,
  such as in relation to the processing of health data of an insured
  person's family members or the sensitive personal data of individuals on a group policy.

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data.

In providing you with this policy and the benefits available under it, we will use the personal data you provide us, including any medical and other sensitive information your insurance cover, the provision

of benefits and the payment of claims. If you provide us with details about other individuals who may benefit under this policy, you agree to inform them of our use of their personal data as described in this document and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance, or Chubb European Group PLC, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer AXA Travel Insurance 106-108 Station Road Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Ω

Data Protection Officer Chubb, 100 Leadenhall Street, EC3A 3BP, London

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: www.axa-assistance.com/en.privacypolicy or https://www2.chubb.com/uk-en/footer/privacy-policy.aspx

Alternatively, a hard copy is available on request.

#### The **Providers**:

- a) may, subject to ensuring that appropriate safeguards have been put in place by the recipients to preserve the security of **Your** information, disclose and use information about **You**, including information relating to **Your** medical status and health to companies within the AXA Assistance Group, the American Express and Chubb groups of companies worldwide, their partners, service providers and agents in order to administer, service and manage the benefits available to **You**, and for statistical analysis and fraud prevention purposes; and
- b) undertake the above within and outside the United Kingdom and the European Union. This includes processing **Your** information in the USA and other countries in which data protection laws are not as comprehensive as in the European Union. However, each of the Providers has taken the appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in the USA and other countries, as there is in the European Union.

If **You** have provided information about another person, **You** confirm that they have agreed to the **Providers** receiving and process-

ing their personal data. **You** also confirm that **You** have informed them about who the **Providers** are and how their personal data will be used by the **Providers**.

In accordance with the terms of **Your Cardmember** agreement, **American Express** may use **Your** information to develop lists for use within the American Express group of companies worldwide and its partners to develop or make offers to **You** (by mail and/or digital communication, such as email or telephone) of products and services in which **You** may be interested. The information used to develop these lists may be obtained from **Your** application, from information on where and how **You** use **Your Card** and from surveys and research (which may involve contacting **You** by mail, email or

telephone) and information obtained from other external sources such as merchants or marketing organisations, excluding any sensitive personal data.

If **You** wish to have **Your** name removed from any marketing programmes or if **You** require any further information please contact **American Express** at the address above and provide **Your** full name, postal address and **Your Card** number. The American Express group of companies reserves the right to contact **You** by mail and/or digital communication such as email or telephone in connection with the operation of **Your Account**, the benefits provided with **Your Card** and related services.

#### **MATERIAL DISCLOSURE**

In response to questions that we may ask **You**, it is **Your** responsibility to provide complete and accurate information to **Us** and **American Express** when **You** take out **Your Card** and throughout the life of **Your Policy** It is important that **You** ensure that all statements **You** make on **Your** application form, over the telephone, on claim forms and other documents are full and accurate. Please note that if **You** fail to disclose any material information to **Us** or **American Express**, this could invalidate **Your** insurance cover and could mean that part or all of a claim may not be paid.

# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY BUSINESS CARD

(OBTAINED OUTSIDE THE EUROPEAN ECONOMIC AREA)

This is the **LIGHT BLUE SECTION** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card through a bank in a country **outside** the European Economic Area (EEA)\*.

* Countries within the EEA are:		
Austria	Greece	Norway
Belgium	Hungary	Poland
Bulgaria	Iceland	Portugal
Croatia	Ireland	Romania
Cyprus	Italy	Slovakia
Czech Republic	Latvia	Slovenia
Denmark	Liechtenstein	Spain
Estonia	Lithuania	Sweden
Finland	Luxembourg	United Kingdom
France	Malta	
Germany	Netherlands	

<sup>\*</sup> Correct as at time of printing (May 2017).

Otherwise, if you applied for your Card:

- a) on the American Express website:
- b) in response to mail or an email from American Express; or
- c) through a bank in a country within the EEA\*

Please go to page 2 and refer to the **DARK BLUE SECTION** for your travel protection benefit details.

The travel protection benefits provided are the same under the two sections, however, the basis on which we provide them is different.

#### CONTAINS:

#### 1. KEY INFORMATION:

- (i) General Information
- (ii) Summary of Benefits
- (iii) Terms of Business

#### 2. BENEFIT DETAILS

## KEY INFORMATION (i) GENERAL INFORMATION

This document is not a contract of insurance. This document summarises the travel protection benefits available to American Express International Currency Green Business Cardmembers who have applied for their card outside the EEA.

In order to provide the Cardmembers with the travel protection benefits, American Express Services Europe Limited of Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom has entered into an insurance contract with the insurance company Chubb European Group Limited (the "Insurer").

American Express Services Europe Limited is the only policyholder and only it has direct rights under the insurance contract against the Insurer; it holds this insurance contract for the benefit of the Cardmembers. The Cardmembers do not have a contract of insurance or any direct rights under the policy.

Cardmembers are authorised by American Express Services Europe Limited to contact the Insurer directly on its behalf for the purpose of making a claim under the travel protection benefits. This does not alter the basis upon which the travel protection benefits are held by American Express Services Europe Limited for the benefit of Cardmembers; and provides no rights to Cardmembers to bring legal proceedings against the Insurer on behalf of American Express Services Europe Limited; nor will any act or omission of a Cardmember affect any rights of American Express Services Europe Limited under the insurance contract with the Insurer.

Cardmembers must comply with the obligations detailed in this document in respect of their travel protection benefits and must contact the Insurer as soon as possible in the event of an incident arising to a claim.

#### **ELIGIBILITY**

The benefits described in this document 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.

All benefits are dependent on the use of the Card.

The travel protection benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Travel Protection Benefit Details and Cardmember agreement. You will be given at least 30 days' written notice of such a change.

#### **DURATION OF BENEFITS**

You are entitled to the travel protection benefits from the moment that you first spend on your Card and for as long as the eligibility criteria (as set out above) continue to be met or until we withdraw or cancel the travel protection benefits by notice to you.

## Summary of Benefits BENEFIT LIMITS

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Business Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Business Cardmembers and all approved benefit payments will be made in Euros subject to these limits.

The following table sets out the benefits payable:

Subject to Conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations:	Section Number
TRAVEL INCONVENIENCE Reimbursement of the necessary expenses up to:  • US\$/€175 for flight delay, missed connection or overbooking  • US\$/€300 for baggage delayed by an airline for 6 hours or more  • An additional US\$/€500 for extended baggage delay by an airline if your baggage does not arrive within 48 hours of arrival	KEY EXCLUSIONS & LIMITATIONS  Costs where a transport provider has offered an alternative  Baggage delay on the final leg of a trip  Purchases made after baggage has been returned  Costs which are recoverable from any other source	1.1
TRAVEL ACCIDENT  • US\$/€100,000 for death or the loss of a limb, or the loss of sight, or the loss of speech or loss of hearing while travelling on a public vehicle where the ticket was purchased on the Card account	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Accidents on or involving vehicles chartered or hired privately (i.e. not a public vehicle)</li> <li>Not taking reasonable care</li> <li>The benefit amount for death is reduced to US\$/€10,000 for the death of a child under the age of 16</li> </ul>	1.2

#### OTHER TRAVEL SERVICES

#### **GLOBAL ASSISTANCE ON OR RELATING TO A TRIP**

- 24 hour assistance helpline
- Emergency cash advance up to US\$/€250
- Dispatch of prescriptions; prescription spectacles and contact lenses

#### YOUR RIGHT TO CANCEL

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

#### **HOW TO CLAIM**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress.co.uk/claims.

Alternatively please call **+44 (0) 870 600 0342** (select claims option) for Travel Inconvenience; or **+44 (0)2031264128** for Travel Accidentor Hiiack.

Please be ready to provide **Your** Card number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

#### **CUSTOMER SERVICE & COMPLAINTS**

American Express and the Insurer are dedicated to providing a high-quality service and aims 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 Services Europe Limited Insurance Executive Relations UK Executive Office

1 John Street Brighton BN88 1NH United Kingdom

Telephone: +44 (0) 870 600 0342 (select the Benefits option for your Card).

Email: insuranceexec@aexp.com

American Express is a member of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response that you receive. The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall,

London

E14 9SR

United Kingdom

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567

From a mobile: +44 (0) 300 123 9 123 From abroad: +44 20 7964 0500

#### **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group Limited or Inter Partner Assistance are unable to meet their obligations, you may be entitled to compensation under the UK Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the UK FSCS. Its contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom. Telephone: 0800 678 1100 or +44 (0) 207 741 4100. Website: www.fscs.org.uk.

#### (iii) TERMS OF BUSINESS

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

These travel protection benefits derive from insurance contracts which 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") has made with the insurance company Chubb European Group Limited (the "Insurer"). American Express is free to amend, extend or terminate these contracts at its sole discretion.

#### 1 Whose products do American Express offer?

American Express offer Travel Inconvenience and Travel Accident benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Chubb European Group Limited.

#### 2 With which service will American Express provide you?

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

## 3 What will you have to pay American Express for their services?

There is no additional charge, fee or premium payable for the travel protection benefits provided with your Card. American Express may receive commissions from third parties in relation to this product and may act on behalf of the travel protection benefits provider (as its agent or otherwise).

American Express does not act as an agent or fiduciary for you. You do not have a contract of insurance or any direct rights under the policies. American Express will aim to inform you 30 days in advance of any changes to the available benefits which may be to your detriment.

You are authorised by American Express to contact the Insurer directly on its behalf for the purpose of making a claim under the travel protection benefits. This does not alter the basis upon which American Express hold the travel protection benefits for your benefit and does not provide you with any rights to bring legal proceedings against the Insurer on American Express' behalf, nor will any act or omission by you affect any of American Express' rights under the insurance contracts. You must comply with the obligations detailed in this document in respect of your travel protection benefits.

#### 4 Ownership

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

#### 5 What to do if you have a complaint

If you wish to register a complaint, please contact: In writing:

#### American Express Services Europe Limited Insurance Executive Relations UK Executive Office

1 John Street Brighton BN88 1NH United Kingdom

Telephone: please call **+44 (0) 870 600 0342** 

(select the Benefits option for your Card).

Email: insuranceexec@aexp.com

Further details on the complaints process are contained in the Travel Protection Benefit Details. If you cannot settle your complaint, you may be entitled to refer it to the UK Financial Ombudsman Service.

## 6 Are American Express covered by the UK Financial Services Compensation Scheme (FSCS)?

American Express is covered by the UK FSCS. You may be entitled to compensation from the scheme if it cannot meet its obligations. This depends on the type of business, the circumstances of the claim and your geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

#### TRAVEL PROTECTION BENEFIT DETAILS

These Travel Protection Benefit Details give full details of the benefits provided with the American Express® International Currency Green Business Card arising from contracts of insurance held by

American Express Services Europe Limited with Inter Partner Assistance and Chubb European Group Limited.

#### **ELIGIBILITY**

The benefits described in these Travel Protection Benefit Details 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. All benefits are dependent on the use of the Card.

The benefits outlined in these Travel Protection Benefit Details may be varied, withdrawn or cancelled at any time. We will aim to give you at least 30 days' written notice of such a change.

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Business Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to

American Express International Euro Green Business Cardmembers and all approved benefit payments will be made in Euros subject to these limits.

#### **DEFINITIONS**

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

"Account" or "Card Account" means your American Express Charge Card account with American Express on which the International Currency Green Business 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 23, who are financially dependent on You and who are not in full-time employment. (The term "Child" shall have a corresponding meaning.)

"Covered Trip" means a) a trip by Public Vehicle where the entire fare has been charged to Your Account, prior to the accident taking place and b) a trip taken by You between the first point of departure and the final destination as shown on Your ticket.

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

#### "Insurer" means:

Chubb European Group Limited ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100

Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/

"Our/Us/We" means American Express.

"Protected Person" means (i) Main Cardmember and their Family, (ii) Supplementary Cardmembers.

"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 hired or chartered privately.

"Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card on the Account and who will also receive the travel protection benefits included with the Card.

"You/Your" means the Protected Person.

Travel protection benefits are secondary: **We** will only pay amounts under these Travel Protection Benefit Details if they are not covered by other insurance policies, state benefits or other agreements. You must inform the **Insurer** of these and assist the **Insurer** and/or any relevant third parties in seeking reimbursement where appropriate.

#### 1. TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT

This Section 1 details the Travel Inconvenience and Travel Accident benefits provided with the **Card**.

Travel Inconvenience and Travel Accident benefits are provided for the **Cardmember** and their **Family** and **Supplementary Cardmembers**.

#### IMPORTANT INFORMATION:

For the benefits under this Section 1 to apply, travel tickets must have been purchased in full using:

- a) the Card;
- b) American Express Membership Rewards® points; or
- c) air miles that have been converted from American Express Membership Rewards points.

#### 1.1 TRAVEL INCONVENIENCE

The travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 1.1 must be charged to **Your Card** to be eligible.

The Travel Inconvenience benefits under this Section 1.1 are provided to cover any flight between named airports, on an aircraft operated by an airline, licensed by the relevant authorities for the air transportation of fare-paying passengers. The benefits do not apply to flights on aircraft chartered or hired privately.

If You are travelling with Your Family, Your Supplementary Card-

**members**, and claiming under the same **Card Account**, the benefits stated under this Travel Inconvenience Section 1.1 must be shared, and the maximum benefit amounts will refer to the total amounts claimed by all those people together and do not apply per person.

**We** will not pay more than 3 claims in any 12-month period.

- You will be reimbursed up to US\$175 or €175 (as applicable) for the necessary additional travel, refreshment and accommodation costs incurred prior to Your actual departure if:
  - a) (<u>Delay, Cancellation or Overbooking</u>) Your flight is delayed, cancelled or overbooked and no alternative is made available within 4 hours of the published departure time;
  - b) (Missed connection) As a result of delay to **Your** incoming connecting flight **You** miss **Your** onward connecting flight and no alternative is made available within 4 hours of the published departure time.
- 2) You will be reimbursed for the purchase of essential items of toiletries and clothing up to:
  - a) (Baggage delay) US\$300 or €300 (as applicable) if Your checked-in baggage has not arrived at Your destination airport within 6 hours of Your arrival;
  - b) (Extended baggage delay) An additional US\$500 or €500 (as applicable) if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

#### **EXCLUSIONS**

You will not be paid in respect of the following:

- Under missed connection, claims where insufficient time has been allowed to arrive to connect with **Your** ongoing flight.
- Additional costs where the airline has offered alternative travel arrangements or accommodation and these have been refused.
- 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** journey.
- 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.
- 9) Not taking reasonable care of **Your** baggage.

- 10) Industrial action which has commenced or has been announced prior to booking **Your** flight.
- 11) Confiscation or destruction of **Your** baggage by any government, customs or public authority.

#### 1.2 TRAVEL ACCIDENT

#### **YOUR BENEFITS**

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

- while travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 2) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a **Covered Trip**; or immediately after alighting from an aircraft, ship or train used for a **Covered Trip** while on the premises of, an airport, seaport or railway station; or
- 3) travelling directly from an airport, seaport or railway station to your final destination.

You will be paid for the following:

US\$100,000 or €100,000 (as applicable) if **You** have an accident during a **Covered Trip** which within 365 days causes:

- a) death:
- b) the complete and permanent loss of use of any limb;
- the entire and irrecoverable loss of **Your** sight, speech or hearing;
- The maximum amount that will be paid to You, or Your estate in the event of Your death, will be U\$\$100,000 or €100,000 (as applicable). The benefit amount for death during a Covered Trip is reduced to U\$\$10,000 or €10,000 (as applicable) for Children under the age of 16.
- 2) In the event of You holding more than one card issued by American Express, We will not pay more than the highest benefit amount stated in one of those card's Travel Protection Benefit Details for any one event.

#### **EXCLUSIONS**

You will not be paid 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** journey.
- Your suffering from sickness or disease not directly resulting from an accident.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- Your self-inflicted injuries except where trying to save human life.

- Your injuries caused by Your negligence or failure to follow the laws and regulations of the country in which You are travelling.
- 7) Your suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- Trips in, or booked to countries or any part of any country to which a government agency has advised against travelling for all but essential travel.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) The actual, alleged or threatened discharge, dispersal, seepage, migration, escape release of or exposure to any hazardous, biological, chemical, nuclear or radioactive solid, liquid or gaseous agent.

#### **GLOBAL ASSISTANCE**

This section details the Global Assistance benefit provided with the Card.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when travelling outside **Your** country of residence. This emergency service is available exclusively to the **Cardmember**, **Supplementary Cardmembers** and their respective **Families** travelling with them. It operates 24 hours a day, every day of the year on **+44 (0) 20 3126 4113**.

- If You have a medical problem, a fully qualified English-speaking doctor is on hand to provide advice. When You need to see a doctor, dentist or optician, or You need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit You where required and an advance of medical expenses up to U\$\$250 or €250 (as applicable).
- Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.
- In case of legal difficulties, Global Assist will put You in touch with the relevant embassy or consulate; provide the name of a local lawyer, and an advance of legal fees up to US\$250 or €250 (as applicable). You can be advanced up to US\$250 or €250 (as applicable) if Your money is lost or stolen and no other means of obtaining cash is available.

For all the above services, Global Assist makes the necessary arrangements free of charge. Any cash advances, medical, or shipping or other costs will be charged to **Your Card**.

The Global Assist service is provided by AXA Travel Insurance (ATI), which is part of the AXA Assistance Group. ATI's registered address in Ireland is 10/11 Mary Street, Dublin 1.

#### **HOW TO CLAIM**

#### **CLAIMS AND ASSISTANCE**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www. americanexpress.co.uk/claims.

Alternatively please call **+44 (0) 870 600 0342** (select claims option) for Travel Inconvenience; or **+44 (0)2031264128** for Travel Accidentor Hijack.

Please be ready to provide your Card number, which should be used as your reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

#### **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or the event giving rise to the claim.
- 2) The Insurer will only pay amounts if they are not covered by other insurance policies state benefits or other agreements. You must inform the Insurer of these and assist the Insurer and/or third-party providers in seeking reimbursement where appropriate.
- Interest will only be paid on claims if payment has been unreasonably delayed following receipt of all the required information.
- 4) Please ensure that **You** keep copies of all documentation that **You** send to the **Insurer** to substantiate a claim.
- 5) If **You** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** claim may be declined. Should you deliberately cause the event which led to the claim, or in the event that **You** commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 6) The **Insurer** may require **You** to be examined by a medical practitioner or specialist appointed by the **Insurer** to enable the **Insurer** to assess a claim fully.
- Please provide all the following items, information and documentation and anything else reasonably requested by the Insurer in order to make a claim. These must be provided at Your own expense.

Benefit	Information required
General	Your Card number     All documents must be original     Completed claim form when needed
Travel Inconvenience	Airline ticket     Proof that You purchased the flight on Your Card, with American Express Membership Rewards points or with air miles converted from American Express Membership Rewards points     The airline's confirmation of delay, cancellation, missed connection or overbooking, and its confirmation that no alternative was made available within 4hours     Airline confirmation (Property Irregularity Report) including details of baggage return date and time     Itemised receipts and proof of purchases made using Your Card
Travel Accident	Proofthat You purchased the ticket on Your Card, with American Express Membership Rewards points or with air miles converted from American Express Membership Rewards points  Vidence from the appropriate organisation detailing the accident  Approved medical reports

#### TRAVEL PROTECTION BENEFIT CONDITIONS

#### **DURATION OF TRAVEL PROTECTION BENEFITS**

**You** are entitled to the travel protection benefits described in this document from the moment that **You** first spend on **Your Card** and for as long as the eligibility criteria stated at the beginning of these Travel Protection Benefit Details continue to be met or until **We** withdraw or cancel the travel protection benefits by notice to **You** or in accordance with the **Cardmember** agreement.

#### **VARIATION OF TRAVEL PROTECTION BENEFITS**

**We** reserve the right to add to these Travel Protection Benefit Details and/or make changes or withdraw certain travel protection 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 these travel protection benefits; and/or
- For any other legitimate commercial reason, for example in the event of a change of underwriter who underwrites **Our** underlying policies.

If this happens  $\mathbf{We}$  will write to  $\mathbf{You}$  with details of the changes at least 30 days before  $\mathbf{We}$  make them.  $\mathbf{You}$  may cancel  $\mathbf{Your}$  travel

protection benefits by cancelling **Your Card** if **You** do not agree to any proposed changes.

#### **CANCELLATION OF TRAVEL PROTECTION BENEFITS**

If **We** decide to cancel a contract under which travel protection benefits are provided to **You**, **We** will write to **You** at the latest address held on file for **You** stating the date on which **Your** travel protection benefits will be cancelled.

#### **LAW & LANGUAGE**

The travel protection benefits shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have jurisdiction in any dispute. All communication with **Us** of and in connection with the Travel Protection Benefit Details shall be in the English language.

#### **TAXES AND COSTS**

Other taxes or costs may exist or apply, which are not imposed by  ${\bf lls}$ 

#### **ASSIGNMENT**

**You** cannot transfer the travel protection benefits provided with **Your Card** to any other person.

#### **COMPLIANCE WITH REQUIREMENTS**

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in these Travel Protection Benefits Details. **We** reserve the right not to pay a benefit.

#### **REASONABLE PRECAUTIONS**

**You** shall take all reasonable steps to avoid or minimise any loss or damage that may be protected by these travel protection benefits.

#### **CUSTOMER SERVICE & COMPLAINTS**

**We** 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 **Us** know by calling +44 (0) 870 600 0342 (select the Benefits option for your Card) or, if **You** would prefer to put **Your** concerns in writing, please write to:

# American Express Services Europe Limited Insurance Executive Relations UK Executive Office

1 John Street Brighton BN88 1NH

United Kingdom

Email: insuranceexec@aexp.com

**American Express** is a member of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if **You** are not satisfied with the response that **You** receive. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall London

E14 9SR

United Kingdom

Telephone: +0800 023 4567

From a mobile: +44 (0) 300 123 9 123 From abroad: +44 20 7964 0500

Email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

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

American Express is covered by the UK Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the UK FSCS if American Express cannot meet its obligations. This depends on the type of business, the circumstances of the claim and your geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

Financial Services Compensation Scheme

Beaufort House 15 St Botolph Street London EC3A 7QU

United Kingdom

Telephone: +0800 678 1100 or +44 (0) 20 7741 4100

Fax: +44 (0) 20 7892 7301 Website: www.fscs.org.uk

#### **DATA PROTECTION**

Details of you, your insurance cover under this policy and your claims will be held by us, Inter Partner Assistance SA (Irish Branch) and Chubb, each acting as Data Controller of your personal data, for insurance benefits provided by them respectively under this policy.

Data you provide to AXA Travel Insurance when you make a claim under the policy will be held by AXA Travel Insurance as Data Controller, except for data provided for claims made under the travel inconvenience and collision damage waiver sections of the policy, which will be held by AXA Travel Insurance as Data Processor on behalf of Chubb.

Data will be held for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notices (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services. These activities may include:

- a) use of sensitive information about the health or vulnerability of you or others involved in your claims, which has been provided with your prior consent, in order to provide the services described in this policy.
- b) disclosure of information about you and your insurance cover to companies within the AXA group of companies or Chubb group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law:
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) technical studies to analyze claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs:
- e) obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- f) sending you feedback requests or surveys relating to our services, and other customer care communications.

Before collecting and/or using any sensitive personal data we will establish a lawful basis which will allow us to use that information. This exemption will typically be:

- your explicit consent
- the establishment, exercise or defence by us or third parties of legal claims
- the provision of this policy and/or services under the policy by agreement between us to enable you to make insurance claims
- an insurance specific exemption provided under local laws of EU
  Member States and other countries implementing the GDPR,
  such as in relation to the processing of health data of an insured
  person's family members or the sensitive personal data of individuals on a group policy.

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data.

In providing you with this policy and the benefits available under it, we will use the personal data you provide us, including any medical and other sensitive information your insurance cover, the provision of benefits and the payment of claims. If you provide us with details about other individuals who may benefit under this policy, you agree to inform them of our use of their personal data as described in this document and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate. so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance, or Chubb European Group PLC, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer AXA Travel Insurance 106-108 Station Road Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

Data Protection Officer Chubb, 100 Leadenhall Street, EC3A 3BP. London

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: www.axa-assistance.com/en.privacypolicy or https://www2.chubb.com/uk-en/footer/privacy-policy.aspx

Alternatively, a hard copy is available on request.

#### The **Providers**:

- a) may, subject to ensuring that appropriate safeguards have been put in place by the recipients to preserve the security of **Your** information, disclose and use information about **You**, including information relating to **Your** medical status and health to companies within the AXA Assistance Group, the American Express and Chubb groups of companies worldwide, their partners, service providers and agents in order to administer, service and manage the benefits available to **You**, and for fraud prevention purposes; and
- b) undertake the above within and outside the United Kingdom and the European Union. This includes processing **Your** information

in the USA and other countries in which data protection laws are not as comprehensive as in the European Union. However, each of the Providers has taken that appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in the USA and other countries, as there is in the European Union.

If **You** have provided information about another person, **You** confirm that they have agreed to the **Providers** receiving and processing their personal data. **You** also confirm that **You** have informed them about who the **Providers** are and how their personal data will be used by the **Providers**.

In accordance with the terms of **Your Cardmember** agreement, **American Express** may use **Your** information to develop lists for use within the American Express group of companies worldwide and its partners to develop or make offers to **You** (by mail and/or digital communication, such as email or telephone) of products and services in which **You** may be interested. The information used to develop these lists may be obtained from **Your** application, from information on where and how **You** use **Your Card** and from surveys and research (which may involve contacting **You** by mail, email or telephone) and information obtained from other external sources such as merchants or marketing organisations, excluding any sensitive personal data.

If **You** wish to have **Your** name removed from any marketing programmes or if **You** require any further information please contact **American Express** at the address above and provide **Your** full name, postal address and **Your Card** number. The American Express group of companies reserves the right to contact **You** by mail and/or digital communication, such as email or telephone in connection with the operation of **Your Account**, the benefits provided with **Your Card** and related services.

#### **INFORMATION PROVIDED BY YOU**

In response to questions that we may ask you, it is **Your** responsibility to provide complete and accurate information to **Us** when **You** take out **Your Card** and throughout the life of **Your** travel protection benefits. It is important that **You** ensure that all statements You make on **Your** application form, over the telephone, on claim forms and other documents are full and accurate. Please note that if **You** fail to take reasonable care to disclose any material information to **Us** or the **Insurer**, this could invalidate **Your** travel protection benefits and could mean that part or all of the benefits may not be paid.

#### Insurance ICC SBS Green 2018

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. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.