

# Insurance Terms & Conditions.

COVER APPLICABLE TO 31 DECEMBER 2024 AND FROM 1 JANUARY 2025.

# **Important Changes to International Currency Gold Card Insurance Provider.**

- We're updating our Travel Insurance Terms and Conditions of your Cardmembership.
- This document covers your Terms and Conditions with AXA until 31 December 2024 and Europ Assistance from 1 January 2025.
- Below are the important changes to your insurance services and Terms and Conditions.
- Please read in full and retain a copy for your records.

# **Summary of changes.**

#### WHAT IS HAPPENING?

- From 1 January 2025, we are changing our travel insurance partner from AXA to Europ Assistance.
- As part of your Card benefits and to continue to support you every day and while travelling, we are
  announcing our new partnership with Europ Assistance. Starting 1 January 2025, Europ Assistance will
  support you in providing travel insurance and assistance 24/7, in more than 200 countries and territories,
  through a network of 750,000 accredited partners and 57 assistance centres.
- This cover continues to be provided as part of your Card benefits, at no additional cost.

#### WHAT'S IN IT FOR YOU?

- Europ Assistance new Terms and Conditions will mostly be the same as AXA's except for the changes and clarifications set out in the Important Information summary below. This means that you will benefit from the same Travel Insurance cover and Assistance Guarantees.
- Insurance cover and Assistance Guarantees will be managed by AXA until 31 December 2024 inclusive, then by Europ Assistance from 1 January 2025.
- The changeover is automatic, so you will not need to take any action to remain covered by your insurance.

#### Now

You will continue to receive Travel Insurance cover and Assistance Guarantees provided by AXA.

The existing Terms and Conditions are attached within the first section of this document. Click here for AXA terms.

You will be able to access AXA's online services for claims and assistance via your <u>americanexpress.co.uk/insuranceportal</u> for trips made prior to 31 December 2024 inclusive.

# From 1 January 2025

Europ Assistance will replace AXA as your Insurance Service Provider and new Terms and Conditions will automatically come into effect.

The new Terms and Conditions can be found in the second part of this document. Click here for Europ Assistance terms.

For trips starting from 1 January 2025, you will be able to access Europ Assistance online services for claims submissions via their insurance portal.

This will be available at <a href="mailto:americanexpress.co.uk/">americanexpress.co.uk/</a> <a href="mailto:insuranceportal">insuranceportal</a> from 1 January 2025.

From there you will need to set up and create your new online account and submit your travel incident claims.

IMPORTANT INFO	DRMATION:	
Changes:		
Customer Service & Complaints	From 1 January 2025 if you are unhappy with the service provided by Europ Assistance, complaints should be made by post to:	
	INTERNATIONAL COMPLAINTS, P.O. BOX 36009, 28020 Madrid, Spain.	
	Or by e-mail to: complaints@earefund.com	
	Europ Assistance 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 provided in the terms and conditions and a leaflet explaining its procedure is available on request.	
Your personal data, data protection and privacy	Europ Assistance explain how they use your personal data, This covers:  • what they collect and why.  • who they share your personal data with and why.	
	how they protect your data and your privacy rights.	
	These become effective from 1 January 2025 when enrolling with the Insurer and making a claim.	
	For the full Europ Assistance Privacy Policy please visit go.amex/europ-assistance-privacy.	
Clarifications:		
Cancelling, postponing, and abandoning your trip	We are clarifying that "non-refundable travel purchased on the Card" is covered within the policy and cutting short a trip due to "circumstances known to you prior to booking your trip" is not.	
Travel restricted destinations	Trips to Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's regions, and Belarus and Russian Federation are not covered within the terms.	
	United States persons travelling to Cuba and/or Venezuela must provide evidence that travel was in compliance with United States laws.	

# **Would you like more information?**

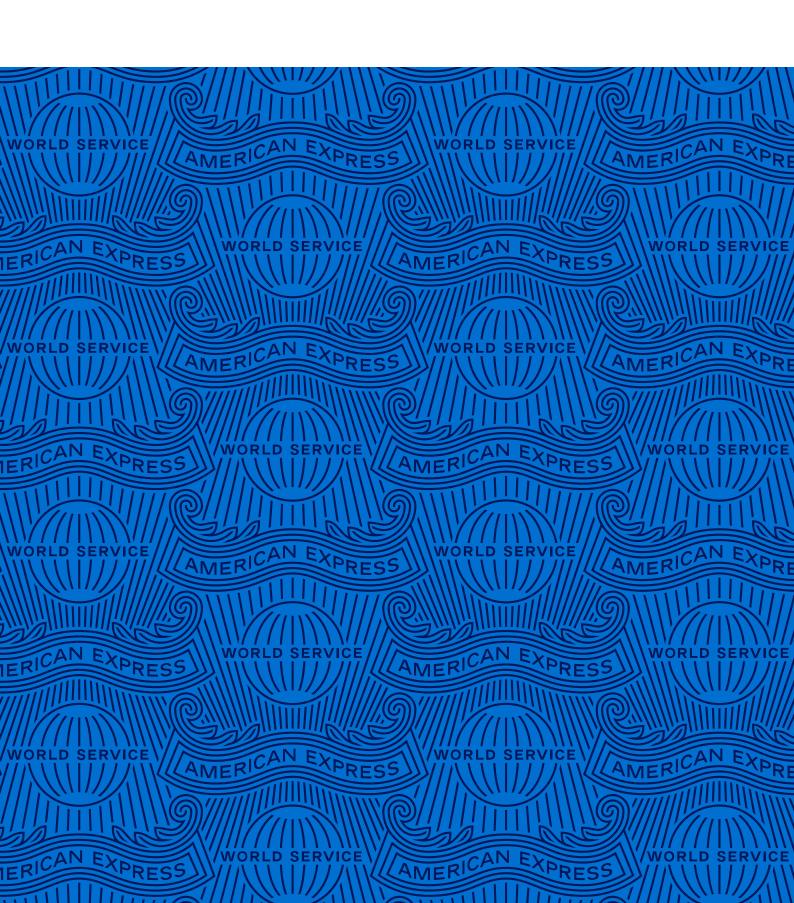
• Please visit <u>go.amex/insurance-faqs</u> for frequently asked questions that will provide you more guidance about this change.

# What action do I need to take?

- You don't need to do anything and these Card benefit changes will happen automatically.
- If you have any questions, please contact us via Live Chat by visiting <u>americanexpress.com/uk/contact-us</u> or calling the number on the back of your Card.
- If you have any support needs that you feel we should be aware of (for example a disability or a life event), please get in contact with us so we can confidentially note any relevant, appropriate information to better service your Account(s). If you need this communication in an alternative format such as large print or braille, please contact us and we can provide one.

# American Express Insurance Terms & Conditions.

CURRENT TERMS VALID UP TO AND INCLUDING 31 DECEMBER 2024.



# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GOLD CARD (OBTAINED WITHIN THE UNITED KINGDOM)

This is **SECTION A** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card in the United Kingdom or via our American Express ICC website.

Otherwise, please refer to **SECTION B** 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.

# **AMERICAN EXPRESS TRAVEL INSURANCE**

#### **Insurance Product Information Document**





# Companies: Chubb European Group SE / Inter Partner Assistance SA

**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).

Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

**Product: International Currency Gold 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 Gold Card features and benefits by visiting <a href="mailto:americanexpress.com/icc/accepted-conditions-list">americanexpress.com/icc/accepted-conditions-list</a>. 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"); Inter Partner Assistance ("IPA").



#### 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 (IPA)**

- ✓ US\$/€1,000,000 for necessary medical, surgical and hospital costs during a trip.
- ✓ US\$/€750 emergency dental treatment.
- ✓ All necessary repatriation and evacuation costs.
- ✓ Necessary costs to repatriate remains or US\$/€1,500 for local funeral.

# CANCELLING, POSTPONING AND ABANDONING YOUR TRIP (IPA)

- ✓ US\$/€4,000 per insured person for unused travel, accommodation, excursions and leisure activities if you need to cancel or postpone your trip due to a specified unforeseen event.
- ✓ US\$/€4,000 per insured person for costs to return home (and to resume original trip) and unused travel and accommodation costs due to a specified unforeseen event.



### 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.
- Treatment that the Insurer's Senior Medical Officer considers can be resonably delayed until your return to your country of residence.
- Medical and dental treatment and funeral and burial expenses within your country of residence.
- Costs after the date the Insurer's Senior Medical Officer tells you that you should return home.
- Treatment that was planned or that could have been resonably foreseen.

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

- Some Pre-existing Medical Conditions See 'Restrictions on Cover' section below.
- Cancellation claims arising directly or indirectly from circumstances known to you prior to booking your trip or known to you when you apply for your American Express Gold Card and any cards on your account.
- Claims when 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.
- Subsequent claims arising from the same fault or event where the original fault has not been properly repaired.

# PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS (IPA)

- ✓ Per insured person, if your personal belongings, money and travel documents are lost, stolen or damaged:
  - a. US\$/€1,500 in total per trip;
  - b. US\$/€350 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c. US\$/ $\in$ 350 for money and travel documents limited to US\$/ $\in$ 100 for children under the age of 16.
- ✓ 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.
- ✓ In an emergency, an advance up to US\$/€1,000 if your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for you to obtain funds.

# TRAVEL INCONVENIENCE (CEG)

- ✓ US\$/€200 for missed departure due to accident or breakdown, travel delay, overbooking, or missed connection which causes a delay of 4 hours or more.
- ✓ US\$/€300 for baggage delayed by airline for 6 hours or more. An additional US\$/€300 for extended baggage delay by airline if the baggage does not arrive within 48 hours of arrival.

### PERSONAL ACCIDENT WHILST ON A TRIP (CEG)

✓ US\$/€50,000 for death or permanent disablement on a trip caused by an accident.

# LEGAL ASSISTANCE AND COMPENSATION (IPA for pursuit; CEG for defence)

- ✓ US\$/€25,000 legal defence costs and legal costs in pursuit of compensation.
- ✓ US\$/€250,000 for legal liability for injuring another person, or damaging their property or possessions.

# PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS

- Normal wear and tear.
- 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.
- ➤ Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- Theft of or damage to vehicles where there is no evidence of break in.

#### TRAVEL INCONVENIENCE

- Claims where travel tickets were not purchased on the Card account.
- Purchases which are not made on the Card account.
- Costs where a transport provider has offered an alternative.
- **✗** Baggage delay on the final leg of a trip.
- X Purchases made after baggage has been returned.
- Costs which are recoverable from any other source.

#### PERSONAL ACCIDENT WHILST ON A TRIP

- X Terrorist activities except on a public vehicle.
- Participating in or training for professional sports.
- Some Holiday Sports/Activities See 'Restrictions on Cover' section below.
- Work-related accidents.
- X The benefit death amount for the death of a child under the age of 16 is reduced to US\$/€10,000.

#### LEGAL ASSISTANCE AND COMPENSATION

- Legal costs in pursuit of compensation where the Insurer feels there is no reasonable chance of winning a case or receiving compensation.
- Claims made against the Insured Person by family members, or an employee of the Insured Person.
- Liability which is covered by another insurance.
- Legal costs incurred where using a motorised vehicle owned or possessed by the Insured Person (liability benefits may apply where vehicle is rented).
- 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.



#### Are there any restrictions on cover?

- Leach trip must not exeed 90 consecutive days with a maximum 183 days during each 12 month period.
- ! Age limit for Children: Children must be under 23 on the first day of the Trip.
- ! A US\$/€50 excess applies per person per claim 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/icc/accepted-conditions-list
  - ! Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer.
  - ! 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/icc/insuranceportal
  - ! Trips in, or booked to, locations where a government agency has advised against travelling or which are officially under embargo by the United Nations other than as specifically covered in section: CANCELLING, POSTPONING AND ABANDONING YOUR TRIP.
  - ! Your failure to take, properly or at all, any vaccinations or medication advised for 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. You will need to transfer to the Insurer the legal rights to recover from the party responsible up to the amount the Insurer has paid.
- If you need to submit a non-emergency insurance claim, please visit <u>americanexpress.com/icc/insuranceportal</u>. Alternatively, please call the number on the back of your American Express Card.
- You must provide all the items, information and documentation reasonably requested by the Insurer 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 entitled to the insurance benefits under the policy from the moment the Card is activated and for as long as the eligibilty criteria continues to be met or until we withdraw or cancel the insurance benefits by notice to you.



#### 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.

Contents:

1. KEY INFORMATION 2. TERMS OF BUSINESS

3. POLICY TERMS AND CONDITIONS

# 1. KEY INFORMATION

#### **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.com/icc/insuranceportal.

Alternatively please call the number on the back of your Card; or **+44 (0)1273 696933** 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.

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

American Express and the Insurers 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 Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: 0800 032 7401

American Express and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response 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 Exchange Tower Harbour Exchange Square London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4 567

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 SE 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. Their contact details are:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: 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 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 offers Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) insurance underwritten by Inter Partner Assistance.

American Express only offers Travel Inconvenience, Personal Accident, Legal Assistance and Compensation (defence) 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 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.

#### 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 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 UK Financial Ombudsman Service.

# 8 Is 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 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.

#### 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 worldwide travel 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 American Express® International Currency Gold Card under the group policies of insurance held by American Express Services Europe Limited with Inter Partner Assistance and Chubb European Group SE.

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.

#### **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.

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:

- "Account" or "Card Account" means your American Express Charge Card account with American Express on which The International Currency Gold 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 on the first day of a **Trip**, who are financially 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 **Cardmember's** address, their mother, mother-in-law, 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) Main Cardmember and their Family, (ii) Supplementary Cardmembers.
- **"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 3.1 Medical Assistance and Expenses, Section 3.2 Cancelling and Postponing **Your Trip**, 3.3 Cutting Short **Your Trip**, 3.4 Personal Belongings, Money and Travel Documents, and 3.7 Legal Assistance and Compensation (pursuit), Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

#### AND

-In respect of Section 3.5 Travel Inconvenience, Section 3.6 Personal Accident, Section 3.7 Legal Assistance and Compensation (defence), 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. 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: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). 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).

"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.

"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.

"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.

Each **Trip** must not exceed 90 consecutive days, and all **Trips** taken during each 12 month period should not exceed a total of 183 days.

"You/Your" means the Insured person.

#### **WORLDWIDE TRAVEL INSURANCE**

#### **WHO IS COVERED**

The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** are covered. Age Limit for Medical Assistance and Expenses: The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### **CONDITIONS**

This Section 3 details the **Card** Travel Insurance benefits. The following conditions apply to all claims under this Section:

- 1) <u>Benefit Limits:</u> All limits under Section 3 are per insured person and apply whilst on a **Trip**. All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
- 2) Excess: An excess of US\$50 or €50 (as applicable) per person will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a **Trip**, Cutting Short a **Trip**, and Personal Belongings Money and Travel Documents.
- 3) <u>Trip Length:</u> You are covered for a maximum of 183 days in a 365 day period for multiple **Trips** and for single **Trips** up to a maximum duration of 90 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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a> (see Section 3.8 General Exclusions to Card Travel Insurance).
- 5) You must be registered with a UK general practitioner or an equivalent medical practitioner in **Your Country of Residence**.
- 6) <u>Usual Holiday Sports and Activities Information:</u> 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 www.americanexpress.com/icc/insuranceportal.
- 7) <u>Insurance benefits under this **Policy** are secondary:</u> **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.

### 3.1 MEDICAL ASSISTANCE AND EXPENSES

**IMPORTANT:** Only **Cardmembers** and members of their **Family** and **Supplementary Cardmembers**, who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 3.1.

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 **696933**. 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 the 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.

The maximum amount that **We** will pay under this section is US\$1,000,000 or €1,000,000 (as applicable).

#### YOUR BENEFITS

You will be covered for the following:

- Medical treatment: Up to US\$1,000,000 or €1,000,000 (as applicable) 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 authorise **Your** treating physician and **Your** registered medical practitioners to be released from their doctor/patient confidentiality restrictions.
- 2) <u>Transport to hospital:</u> Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.

- 3) <u>Your travel home after treatment:</u> We will arrange and pay for the 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) <u>Dental treatment:</u> Up to US\$750 or €750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during **Your** treatment: Up to US\$100 or €100 (as applicable) 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 US\$100 or €100 (as applicable) a night (maximum 10 nights) towards meals and accommodation costs for one friend or relative visiting You in hospital, or during Your recovery. The benefit will cease when You return to Your Country of Residence.
- 8) Extend Your stay following medical treatment: Up to US\$100 or €100 (as applicable) each a night in total (maximum 10 nights) each 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.
- 9) Return home of **Your Children**: Reasonable travel expenses and up to US\$100 or €100 (as applicable) 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.
- 10) Search and rescue: Up to US\$75,000 or €75,000 (as applicable) for **Your** search and rescue costs.
- 11) <u>Funeral and burial expenses:</u> If **You** die whilst on a **Trip**, **We** will pay for either transportation of the remains home or up to US\$1,500 or €1,500 (as applicable) for a local cremation or burial.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 3.1.

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

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Costs not approved by **Our Senior Medical Officer**.
- 3) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 4) Medical, dental treatment, funeral and burial expenses within Your Country of Residence.
- 5) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 6) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- 7) Costs where You have refused to follow the advice of Our Senior Medical Officer.
- 8) 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.
- 9) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- 10) Coffins or urns in excess of those which meet international commercial airline standards.

# 3.2 CANCELLING AND POSTPONING YOUR TRIP YOUR BENEFITS

You will be covered for the following:

Up to US\$4,000 or €4,000 (as applicable) 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 or postpone **Your Trip**, due to the following unforeseen circumstances:

- 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 or during **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 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) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable);
- f) Theft at Your home or Your business premises that requires Your presence by the police.
- g) The UK Government (FCDO Foreign, Commonwealth & Development Office) have issued, or upgraded a travel warning to "advise against all but essential travel" to the area **You** were intending to travel, and this was unforeseen at the time of booking.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits.

The following exclusions apply only to this Cancelling and Postponing **Your Trip** Section 3.2.

You will not be covered in respect of the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 3) Cancellation claims arising directly or indirectly from circumstances known to **You** when **You** applied for **Your Card** and any **Cards** on **Your Account**.
- 4) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities promptly that it is necessary for **You** to cancel **Your Trip**.
- 5) 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.
- 6) Costs which are recoverable from any other source.

# 3.3 CUTTING SHORT YOUR TRIP YOUR BENEFITS

If **You** cut short **Your Trip** due to the following unforeseen circumstances:

- 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:
- 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;
- c) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable); or
- d) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

You will be paid up to US\$4,000 or €4,000 (as applicable) in total for the:

- a) reasonable, necessary travel for **You** to return home, and to resume **Your** original **Trip** within the original planned dates of travel; and
- the costs for Your unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable.

### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Cutting Short Your Trip Section 3.3.

You will not be covered in respect of the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Claims arising directly or indirectly from circumstances known to You prior to booking Your Trip.
- 3) Claims arising directly or indirectly from circumstances known to **You** when **You** applied for **Your Card** and any **Cards** on **Your Account**.
- 4) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities promptly that it is necessary to cut short **Your Trip**.
- 5) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 6) 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.
- 7) 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.
- 8) Costs which are recoverable from any other source.

# 3.4 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:

 If Your personal belongings, money and travel documents are lost, stolen or damaged, You will be paid up to:

- a. US\$1,500 or €1,500 (as applicable) in total per **Trip**;
- b. US\$350 or €350 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
- c. US\$350 or €350 (as applicable) for money and travel documents limited to US\$50 or €50 (as applicable) for money and travel documents carried by **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 of up to US\$1,000 or €1,000 (as applicable) 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.
- 5) We will make deductions for wear and tear.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 3.4.

You will not be covered in respect of the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim with the exception where the amount for money and travel documents is limited to US\$50 or €50 (as applicable) for **Children** under 16.
- 2) Any loss or damage caused by normal wear and tear.
- 3) 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.
- 4) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 5) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 6) Theft of, or damage to, vehicles and their parts.
- 7) Any documents other than travel documents.
- 8) Damage to fragile or brittle items.
- 9) Household goods.
- 10) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 11) In respect of money, any shortages due to errors and currency fluctuations.
- 12) Claims which are not supported by the original receipt, proof or ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

# 3.5 TRAVEL INCONVENIENCE YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items covered under this Travel Inconvenience Section 3.5 must be charged to **Your Card** to be eligible for reimbursement. 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 US\$200 or €200 (as applicable) per person for necessary refreshment costs, for additional travel and accommodation costs incurred prior to actual departure on **Your Trip** if:
  - a. <u>Missed departure</u>. **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. <u>Delay, cancellation or overbooking.</u> **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. <u>Missed connection.</u> **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. <u>Baggage delay.</u> US\$300 or €300 (as applicable) per person 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\$300 or €300 (as applicable) 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 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Travel Inconvenience Section 3.5.

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.
- 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.

# 3.6 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:

- US\$50,000 or €50,000 (as applicable) 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 will be US\$50,000 or €50,000 (as applicable) per **Trip**.
- 3) The maximum benefit amount for death of a **Child** under the age of 16 is reduced to US\$10,000 or €10,000 (as applicable).

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Personal Accident Whilst On A Trip Section 3.6.

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.

# 3.7 LEGAL ASSISTANCE AND COMPENSATION YOUR BENEFITS

The following benefits provide cover for **Your** 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) <u>Legal Assistance and Compensation (defence)</u>: **We** will pay costs and compensation for which **You** are liable 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. US\$25,000 or €25,000 (as applicable) for legal defence costs (including interpreter's fees);
  - b. US\$250,000 or €250,000 (as applicable) 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) <u>Legal Assistance and Compensation (pursuit):</u> 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 US\$25,000 or €25,000 (as applicable) (including interpreter's fees);
  - 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 (as set out above).

<u>Interpreter Fees:</u> **We** will arrange and pay for an interpreter to assist in legal cases where required (subject to the limit set out above).

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 3.7.

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 another insurance.
- 9) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals.
- 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 the review of a judgment or legally binding decision.

### 3.8 GENERAL EXCLUSIONS TO CARD TRAVEL INSURANCE

The following exclusions apply to all of this Section 3 – **Card** Travel Insurance.

- 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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under **Your** employer's liability insurance or workers' compensation programme.
- 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 as prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions, other than those on the Accepted Conditions list available by visiting <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>, 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 are 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 3.2 sub-clause (g).
- 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) 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.
- 21) Costs which are recoverable from any other source.
- 22) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 23) Your failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

#### **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.com/icc/insuranceportal.

Alternatively please call the number on the back of your Card; or **+44 (0)1273 696933** 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 event giving rise to the claim.
- 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 another insurance, state benefits or other agreements. **You** must inform **Us** of these and assist **Us** and/or third party providers 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 that **You** keep copies of all documentation that **You** send to **Us** to substantiate a claim.
- 6) **You** will need to transfer to **Us**, on the claims handler's request and at **Your** expense, any damaged item, and assign to **Us** the legal rights to recover from the party responsible up to that which amount that **We** have paid.
- 7) 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.
- 8) **We** may require **You** to be examined by a medical practitioner or specialist appointed by **Us** to enable **Us** to assess a claim fully.
- 9) 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	Inf	ormation Required
General	•	Your Card number
	•	Proof that <b>You</b> were on a <b>Trip</b>
	•	All documents must be original
	•	Completed claim form when needed
	•	The name of <b>Your</b> treating registered medical practitioner

Medical Assistance	Invoices and a medical report detailing medical treatment and costs <b>You</b>
and Expenses	have paid
·	Any unused tickets
Cancelling and	Approved medical certificates
Postponing <b>Your Trip</b>	Any unused tickets or <b>Trip</b> invoices
	Evidence from the appropriate organisation detailing the cause and duration of the delay if <b>You</b> abandon <b>Your Trip</b>
	Booking and cancellation invoices from providers of services
	Independent documentation proving any non-medical reason for cancellation
Cutting Short <b>Your Trip</b>	Approved medical certificates
	Any unused tickets or <b>Trip</b> invoices
	Invoices and receipts for costs <b>You</b> have paid
	Independent documentation proving any non-medical reason for cutting short <b>Your Trip</b>
Personal Belongings,	Report from the police or provider of accommodation or transport
Money and Travel	Proof of ownership
Documents	Proof of the purchase price paid
	Damaged personal belongings
Travel Inconvenience	Travel ticket
	Public transport operator's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours
	Airline confirmation (Property Irregularity Report) including details of the baggage return date and time
	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, <b>You</b> will still need to provide proof of purchase
	Evidence from the appropriate organisation detailing the cause of the delay if <b>You</b> miss <b>Your</b> departure
Personal Accident	Evidence from the appropriate organisation detailing the accident
	Approved medical reports
Legal Assistance	Relevant legal documents
and Compensation	Evidence of incident as appropriate

#### **POLICY CONDITIONS**

#### **DURATION OF COVER**

**You** are entitled to the insurance benefits under the **Policy** from the moment **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
- 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 underwriter.

If this happens, **American Express** will write to **You** with details of the detrimental 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,

**American Express** 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 **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 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 on **0800 032 7401** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

**American Express** and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which 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 London E14 9SR United Kingdom

Telephone: 0800 023 4 567

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

Email: <a href="mailto:enquiries@financial-ombudsman.org.uk">enquiries@financial-ombudsman.org.uk</a> Website: <a href="mailto:www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

#### **UK FINANCIAL CONDUCT AUTHORITY and PRUDENTIAL REGULATION 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 <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a>.

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. 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: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). 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).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

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

American Express Services Europe Limited, Chubb European Group SE and Inter Partner Assistance 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

Telephone: **0800 678 1100** or **+44 (0) 20 7741 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 and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

Data **You** provide under the travel inconvenience section of the policy 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 special categories of data 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 analyse claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims and 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 special categories of data **We** will establish a lawful basis which will allow **Us** to use that information. This basis 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 special categories of 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 special categories of data for **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 Limited, or Chubb European Group SE, or have other requests or concerns relating to **Our** use of **Your** data, please write to **Us** at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

Data Protection Officer Chubb 100 Leadenhall Street London EC3A 3BP

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: <a href="mailto:axapartners.com/en/page/en.privacy-policy">axapartners.com/en/page/en.privacy-policy</a> or www2.chubb.com/uk-en/footer/privacy-policy.aspx

Alternatively, a hard copy is available on request.

# **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.

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 <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a>.

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. 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.

#### **SECTION A**

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). 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).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GOLD CARD (OBTAINED WITHIN THE UNITED KINGDOM)

This is **SECTION B** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card outside the United Kingdom.

Otherwise, please refer to **SECTION A** 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.

#### Contents:

- 1. KEY INFORMATION
- (i) General Information
- (ii) Summary of Benefits
- 2. TERMS OF BUSINESS
- 3. TRAVEL PROTECTION BENEFIT DETAILS

#### 1.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 Gold Cardmembers who have applied for their Card outside the United Kingdom.

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 insurance contracts with the insurance companies Chubb European Group SE and Inter Partner Assistance (the "Insurer(s)").

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

Cardmembers are authorised by American Express Services Europe Limited to contact the Insurer(s) 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 contracts with the Insurer(s).

Cardmembers must comply with the obligations detailed in this document in respect of their travel protection benefits and must contact the Insurer(s) 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.

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 detrimental changes.

#### **DURATION OF BENEFITS**

You are entitled to the travel protection benefits from the moment 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.

# (ii) SUMMARY OF BENEFITS WORLDWIDE TRAVEL PROTECTION BENEFITS

Worldwide Travel Protection Benefits are provided to the main Cardmember, their partners and dependent children under the age of 23 and Supplementary Cardmembers, whether travelling together or travelling alone on business and leisure trips of up to 90 consecutive days.

#### **USUAL HOLIDAY SPORTS AND ACTIVITIES**

Worldwide Travel Protection Benefits also include benefits for usual holiday sports and those included on the Sports and Winter Sports Activities list which is available by visiting <a href="www.americanexpress.com/icc/">www.americanexpress.com/icc/</a> insuranceportal.

#### **EXCESS**

An excess of US\$/€50 per person per claim will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip; Cutting Short Your Trip and Personal Belongings Money and Travel Documents.

# **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 Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.

The following table sets out the benefits payable under the Worldwide Travel Protection Benefits:

Subject to Conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations	Section Number
<ul> <li>MEDICAL ASSISTANCE AND EXPENSES</li> <li>Necessary medical, surgical and hospital costs, including repatriation home. Costs up to a maximum of US\$/€1,000,000</li> <li>Medical expenses up to US\$/€1,000,000</li> <li>Emergency dental treatment up to US\$/€750</li> <li>Necessary costs to repatriate remains or for a local funeral up to US\$/€1,500</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</li> <li>Medical Assistance and Expenses benefits if aged 80 years or over at any time during the trip</li> <li>Medical treatment in country of residence</li> <li>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 www.americanexpress.com/icc/insuranceportal</li> <li>All costs must be approved in advance by the Insurer</li> </ul>	3.1
CANCELLING AND POSTPONING YOUR TRIP  Unused travel, accommodation, excursions and leisure activities up to US\$/€4,000 if you need to cancel or postpone your trip due to a specified unforeseen event such as:  • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</li> <li>Cancellation due to business reasons</li> <li>Circumstances known before booking a trip</li> <li>Disinclination to travel</li> <li>Costs which are recoverable from any other source</li> </ul>	3.2
CUTTING SHORT A TRIP  Costs to return home (and to resume original trip) and unused travel and accommodation costs up to US\$/€4,000 due to a specified unforeseen event such as:  • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</li> <li>No refund for unused tickets where an Insurer has paid for alternative travel arrangements to the same destination</li> <li>Circumstances known before booking a trip</li> <li>Cutting short a trip due to lack of enjoyment or adverse weather conditions</li> <li>Costs which are recoverable from any other source</li> </ul>	3.3

PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS  Where such items are lost, stolen or damaged whilst on a trip:  • Up to US\$/€1,500	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies (with the exception of money protection for children under 16)</li> <li>Deductions are made for wear and tear</li> <li>Money or travel documents which are not kept on the Protected Person or in a safe</li> <li>Loss, theft or damage that has not been reported to the local police, transport or accommodation provider</li> <li>US\$/€350 limit for money and travel documents</li> <li>US\$/€350 limit for a single item, pair or</li> </ul>	3.4
	set of items  • Limit of US\$/€50 for money lost, stolen or damaged whilst under the control of a child under the age of 16	
<ul> <li>TRAVEL INCONVENIENCE</li> <li>Necessary expenses up to:</li> <li>US\$/€200 for missed departure due to accident or breakdown, travel delay, overbooking, or missed connection which causes a delay of 4 hours or more</li> <li>US\$/€300 for baggage delayed by an airline for 6 hours or more</li> <li>An additional US\$/€300 for extended baggage delay by an airline if the baggage does not arrive within 48 hours of arrival</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <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> </ul>	3.5
<ul> <li>PERSONAL ACCIDENT WHILST ON A TRIP</li> <li>US\$/€50,000 for death or permanent disablement on a trip caused by an accident</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <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 of a child under the age of 16 is reduced to US\$/€10,000</li> </ul>	3.6
<ul> <li>LEGAL ASSISTANCE AND COMPENSATION</li> <li>Up to US\$/€25,000 legal defence costs and legal costs in pursuit of compensation</li> <li>Up to US\$/€250,000 for legal liability for injuring another person, or damaging their property or possessions</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Legal costs for pursuing claims with no reasonable prospects of success</li> <li>Claims between your family members, employees, Cardmembers or Supplementary Cardmembers</li> <li>Liability covered by any insurance</li> <li>Legal costs incurred from use of the Protected Person's vehicle</li> <li>Legal costs and expenses to be reimbursed from any successful recovery</li> </ul>	3.7

General Exclusions	Key Exclusions	Section
THESE EXCLUSIONS APPLY TO ALL TRAVEL PROTECTION BENEFITS	KEY EXCLUSIONS & LIMITATIONS  You will not be paid for claims arising directly	3.8
<ul> <li>Emergency dental treatment up to U\$\$/€750</li> <li>Necessary costs to repatriate remains or for a local funeral up to U\$\$/€1,500</li> </ul>	<ul> <li>or indirectly as a result of:</li> <li>Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer</li> </ul>	
	<ul> <li>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 <a href="www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a></li> <li>Work-related accidents</li> </ul>	
	Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>	
	Costs which are recoverable from any other source	
	Medical assistance and expenses benefits if aged 80 years or over at any time during the trip	
	Medical treatment in country of residence	
	All costs must be approved in advance by the Insurer	

#### YOUR RIGHT TO CANCEL

You may cancel your travel protection benefits 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.com/icc/insuranceportal.

Alternatively please call the number on the back of your Card; or **+44 (0)1273 696933** 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.

# **CUSTOMER SERVICE & COMPLAINTS**

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

Telephone: 0800 032 7401

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

Financial Ombudsman Service Exchange Tower E14 9SR London 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 SE 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. Their contact details are:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: www.fscs.org.uk.

### 2. 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 companies Chubb European Group SE and Inter Partner Assistance (the "Insurer(s)"). American Express is free to amend, extend or terminate these contracts at its sole discretion.

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

American Express offers Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Inter Partner Assistance.

American Express offers Travel Inconvenience, Personal Accident, Legal Assistance and Compensation (defence) benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Chubb European Group SE.

### 2 Which service will American Express provide you with?

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(s) 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 holds the travel protection benefits for your benefit and does not provide you with any rights to bring legal proceedings against the Insurer on behalf of American Express' nor will any act or omission by you affect any rights of American Express 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:

American Express Services Europe Limited 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 Travel Protection Benefit Details. If you cannot settle your complaint, you may be entitled to refer it to the UK Financial Ombudsman Service.

#### 6 Is 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.

#### 7 Remuneration and Compensation

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.

# 3. TRAVEL PROTECTION BENEFIT DETAILS

These Travel Protection Benefit Details give full details of the benefits provided with the American Express® International Currency Gold Card arising from contracts of insurance held by American Express Services Europe Limited with Inter Partner Assistance and Chubb European Group SE.

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.

### **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. 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 detrimental changes.

### **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 Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.

#### **DEFINITIONS**

"Account" or "Card Account" means your American Express Charge Card account with American Express on which The International Currency Gold 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 on the first day of a **Trip**, who are financially 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 **Cardmember's** address, their mother, mother-in-law, father, father in- law, daughter, daughter-in-law, son, son-in-law, sister, sisterin-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) Main Cardmember and their Family, (ii) Supplementary Cardmembers.

#### "Insurer/Insurers" means:

- In respect of Section 3.1 Medical Assistance and Expenses, Section 3.2 Cancelling and Postponing **Your Trip**, 3.3 Cutting Short **Your Trip**, 3.4 Personal Belongings, Money and Travel Documents, and 3.7 Legal Assistance and Compensation (pursuit), Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

#### AND

-In respect of Section 3.5 Travel Inconvenience, Section 3.6 Personal Accident, Section 3.7 Legal Assistance and Compensation (defence), 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. 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: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). 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).

**"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" means American Express.
- "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.

"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.

"Senior Medical Officer" means the Insurer's medical practitioner, who shall be appointed by Us to assess any aspect of any applicable issue where medical expertise is required pursuant to these Travel Protection Benefit Details.

"Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card on the Account.

"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.

Each **Trip** must not exceed 90 consecutive days, and in each 12 month period the total **Trips** taken should not exceed 183 days in total.

"You/Your" means the Protected Person.

#### **WORLDWIDE TRAVEL PROTECTION BENEFITS**

#### WHO WILL RECEIVE THE BENEFITS?

The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** are entitled to the travel protection benefits.

Age Limit for Medical Assistance and Expenses: The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

# **CONDITIONS**

This Section 3 details the **Card** Travel Protection Benefits. The following conditions apply to all claims under this Section:

- 1) Benefit Limits: All limits under Section 3 are per Protected Person and apply whilst on a Trip. All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
- 2) Excess: An excess of US\$50 or €50 (as applicable) per person will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip, Cutting Short a Trip, and Personal Belongings Money and Travel Documents.
- 3) <u>Trip Length:</u> You are protected for a maximum of 183 days in a 365 day period for multiple **Trips** and for each single **Trip** up to a maximum duration of 90 consecutive days.
- 4) <u>Pre-existing Medical Conditions:</u> **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 <u>www.americanexpress.</u> <u>com/icc/insuranceportal</u> (see Section 3.8 General Exclusions to Card Travel Protection Benefits).

- 5) You must be registered with a UK general practitioner or an equivalent medical practitioner in Your Country of Residence.
- 6) <u>Usual Holiday Sports and Activities Information:</u> 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 <u>www.americanexpress.com/icc/insuranceportal</u>.
- 7) <u>Travel Protection Benefits are secondary:</u> **We** will only pay amounts as described in these Travel Protection Benefit Details if they are not covered by insurance, state benefits or other agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

#### 3.1 MEDICAL ASSISTANCE AND EXPENSES

**IMPORTANT:** Only **Cardmembers** and members of their **Family** and **Supplementary Cardmembers**, who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 3.1.

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 696933**. 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 the 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.

The maximum amount that **We** will pay under this section is US\$1,000,000 or €1,000,000 (as applicable).

#### YOUR BENEFITS

You will be provided with:

- 1) Medical treatment: Up to US\$1,000,000 or €1,000,000 (as applicable) 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 authorise **Your** treating physician and **Your** registered medical practitioners to be released from their doctor/patient confidentiality restrictions.
- 2) <u>Transport to hospital:</u> Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- 3) Your travel home after treatment: We will arrange and pay for the 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) <u>Dental treatment:</u> Up to US\$750 or €750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during **Your** treatment: Up to US\$100 or €100 (as applicable) 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 US\$100 or €100 (as applicable) a night (maximum 10 nights) towards meals and accommodation costs for one friend or relative visiting **You** in hospital, or during **Your** recovery. The benefit will cease when **You** return to **Your Country of Residence**.
- 8) Extend Your stay following medical treatment: Up to US\$100 or €100 (as applicable) each a night in total (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.
- 9) Return home of **Your Children**: Reasonable travel expenses and up to US\$100 or €100 (as applicable) 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.
- 10) Search and rescue: Up to US\$75,000 or €75,000 (as applicable) for **Your** search and rescue costs.
- 11) <u>Funeral and burial expenses:</u> If **You** die whilst on a **Trip**, **We** will pay for either transportation of the remains home or up to US\$1,500 or €1,500 (as applicable) for a local cremation or burial.

# **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 3.1.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Costs not approved by **Our Senior Medical Officer**.
- 3) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 4) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.

- 5) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 6) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- 7) Costs where **You** have refused to follow the advice of **Our Senior Medical Officer**.
- 8) 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.
- 9) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- 10) Coffins or urns in excess of those which meet international commercial airline standards.

# 3.2 CANCELLING AND POSTPONING YOUR TRIP

#### YOUR BENEFITS

You will be paid for the following:

Up to US\$4,000 or €4,000 (as applicable) 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 or postpone **Your Trip**, due to the following unforeseen circumstances:

- 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 or during **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 Your Trip:
- Your redundancy which qualifies for redundancy payments under current legislation in Your Country of Residence:
- d) **You** being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity:
- e) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable);
- f) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.
- g) The UK Government (FCDO Foreign, Commonwealth & Development Office) have issued, or upgraded a travel warning to "advise against all but essential travel" to the area **You** were intending to travel, and this was unforeseen at the time of booking.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Cancelling, Postponing and Abandoning Your Trip Section 3.2.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- Cancellation claims arising directly or indirectly from circumstances known to You prior to booking Your Trip
- Cancellation claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- 4) 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**.
- 5) 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 **Protected Person**, any travelling companion, **Your Close Relative**, the **Close Relative** of any **Protected Person** or of a travelling companion.
- 6) Costs which are recoverable from any other source.

#### 3.3 CUTTING SHORT YOUR TRIP

### YOUR BENEFITS

If **You** cut short **Your Trip** due to the following unforeseen circumstances:

- 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;
- 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;
- c) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable); or
- d) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

You will be paid up to US\$4,000 or €4,000 (as applicable) in total for the:

a) reasonable, necessary travel for **You** to return home, and to resume **Your** original **Trip** within the original planned dates of travel and;

 the costs for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Cutting Short Your Trip Section 3.3.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 3) Claims arising directly or indirectly from circumstances known to **You** when **You** applied for **Your Card** and any **Cards** on **Your Account**.
- 4) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities immediately that it is necessary to cut short **Your Trip**.
- 5) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 6) 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 **Protected Person**, any travelling companion, **Your Close Relative**, the **Close Relative** of any **Protected Person** or of a travelling companion.
- 7) 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.
- 8) Costs which are recoverable from any other source.

# 3.4 PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS YOUR BENEFITS

This benefit applies to:

- 1) Your personal belongings which You take, purchase or hire while on Your Trip.
- 2) 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 provided with:

- If Your personal belongings, money and travel documents are lost, stolen or damaged, You will be paid up to:
  - a. US\$1,500 or €1,500 (as applicable) in total per **Trip**;
  - b. US\$350 or €350 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c. US\$350 or €350 (as applicable) for money and travel documents limited to US\$50 or €50 (as applicable) for money and travel documents carried by **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 US\$1,000 or €1,000 (as applicable) 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.
- 5) We will make deductions for wear and tear.

### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 3.4.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim with the exception where the amount for money and travel documents is limited to US\$50 or €50 (as applicable) for **Children** under 16.
- 2) Any loss or damage caused by normal wear and tear.
- 3) 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.
- 4) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 5) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.

- 6) Theft of, or damage to, vehicles and their parts.
- 7) Any documents other than travel documents.
- 8) Damage to fragile or brittle items.
- 9) Household goods.
- 10) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 11) In respect of money, any shortages due to errors and currency fluctuations.
- 12) Claims which are not supported by the original receipt, proof or ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

# 3.5 TRAVEL INCONVENIENCE YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items that is a travel protection benefit under this Travel Inconvenience Section 3.5 must be charged to **Your Card** to be eligible for reimbursement. 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 US\$200 or €200 (as applicable) per person for necessary refreshment costs, for additional travel and accommodation costs incurred prior to actual departure on **Your Trip** if:
  - a. <u>Missed departure</u>. **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. <u>Delay, cancellation or overbooking.</u> **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. <u>Missed connection</u>. **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. <u>Baggage delay</u>. US\$300 or \$300 (as applicable) per person 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\$300 or €300 (as applicable) 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 Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Travel Inconvenience Section 3.5

You will not be paid for 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.

# 3.6 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 paid for the following:

- 1) US\$50,000 or €50,000 (as applicable) 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 will be US\$50,000 or €50,000 (as applicable) per **Trip**.
- 3) The maximum benefit amount for death of a **Child** under the age of 16 is reduced to US\$10,000 or €10,000 (as applicable).

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Personal Accident Whilst On A Trip Section 3.6.

**You** will not be protected 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.

# 3.7 LEGAL ASSISTANCE AND COMPENSATION YOUR BENEFITS

The following benefits provide protection for **Your** 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 paid for the following:

- 1) <u>Legal Assistance and Compensation (defence)</u>: **We** will pay costs and compensation for which **You** are liable 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. US\$25,000 or €25,000 (as applicable) for legal defence costs (including interpreter's fees);
  - b. US\$250,000 or €250,000 (as applicable) 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 US\$25,000 or €25,000 (as applicable) (including interpreter's fees);
  - 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 pay 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 (as set out above).

<u>Interpreter Fees:</u> **We** will arrange and pay for an interpreter to assist in legal cases where required (subject to the limit set out above).

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 3.7.

You will not be paid for 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 insurance.

- Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals.
- 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 the review of a judgment or legally binding decision.

#### 3.8 GENERAL EXCLUSIONS TO CARD TRAVEL PROTECTION BENEFITS

The following exclusions apply to all of this Section 3 – **Card** Travel Protection Benefits. **You** will not be paid for claims directly or indirectly as a result of:

- 1) Not following the advice or instructions of the Insurer or their 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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under **Your** employer's liability insurance or workers' compensation programme.
- 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 as prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions, other than those on the Accepted Conditions list available by visiting <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>, 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 are 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 3.2 sub-clause (g).
- 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) 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.
- 21) Costs which are recoverable from any other source.
- 22) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 23) Your failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

#### **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 <a href="www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card or **+44 (0)1273 696933** 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 event giving rise to the claim.
- 2) All Medical Assistance and Expenses costs must be approved in advance by the Insurer.
- 3) The **Insurer** will only pay amounts if they are not covered by insurance, 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.
- 4) Interest will only be paid on claims if payment has been unreasonably delayed following receipt of all the required information.
- 5) Please ensure that **You** keep copies of all documentation that **You** send to the **Insurer** to substantiate a claim.
- 6) **You** will need to transfer to the **Insurer**, on the claims handler's request and at **Your** expense, any damaged item, and assign to the **Insurer** the legal rights to recover from the party responsible the amount up to that which the **Insurer** has paid.
- 7) 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.
- 8) The **Insurer** may require **You** to be examined by a medical practioner or specialist appointed by the **Insurer** to enable the **Insurer** to assess a claim fully.
- 9) 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	<ul> <li>Your Card number</li> <li>Proof that You were on a Trip</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> <li>The name of Your treating registered medical practitioner</li> </ul>
Medical Assistance and Expenses	<ul> <li>Invoices and a medical report detailing the medical treatment and costs</li> <li>You have paid.</li> <li>Any unused tickets</li> </ul>
Cancelling and Postponing <b>Your Trip</b>	<ul> <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 invoices from providers of services</li> <li>Independent documentation proving any non-medical reason for cancellation</li> </ul>
Cutting Short Your Trip	<ul> <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> <li>Report from the police or provider of accommodation or transport</li> <li>Proof of ownership</li> <li>Proof of purchase price paid</li> <li>Damaged personal belongings</li> </ul>
Travel Inconvenience	<ul> <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 the baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card. If You are not a Cardmember and not travelling with a Cardmember, 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 You miss Your departure</li> </ul>

Personal Accident	•	Evidence from the appropriate organisation detailing the accident Approved medical reports
Legal Assistance and Compensation	•	Relevant legal documents Evidence of incident as appropriate

### TRAVEL PROTECTION BENEFIT CONDITIONS

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

**You** are entitled to the travel protection benefits described in this document from the moment **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
- 4) For any other legitimate commercial reason, for example in the event of a change of underwriter who underwrites **Our** underlying policies.

If this happens **We** will write to **You** with details of the detrimental changes at least 30 days before **We** make them. **You** may cancel **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** about 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 Us.

# **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 **American Express** know by calling on **0800 032 7401** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom **American Express** and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which 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 London E14 9SR United Kingdom

Telephone: 0800 023 4 567

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

Email: <u>enquiries@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u>

American Express Services Europe Limited, Chubb European Group SE and Inter Partner Assistance 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

Telephone: 0800 678 1100 or +44 (0) 20 7741 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 and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

Data **You** provide under the travel inconvenience section of the policy 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:

- use of special categories of data 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 recordkeeping, training and quality control;
- d) technical studies to analyse claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims and 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 special categories of data **We** will establish a lawful basis which will allow **Us** to use that information. This basis 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 special categories of 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 special categories of data for **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 Limited, or Chubb European Group SE, or have other requests or concerns relating to **Our** use of **Your** data, please write to **Us** at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

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

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: <a href="mailto:axapartners.com/en/page/en.privacy-policy">axapartners.com/en/page/en.privacy-policy</a> or <a href="mailto:www2.chubb.com/uk-en/footer/privacy-policy.aspx">www2.chubb.com/uk-en/footer/privacy-policy.aspx</a> Alternatively, a hard copy is available on request.

#### **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**, this could invalidate **Your** travel protection benefits and could mean that part or all of the benefits may not be paid.

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 <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a>.

#### **SECTION B**

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. 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: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). 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).

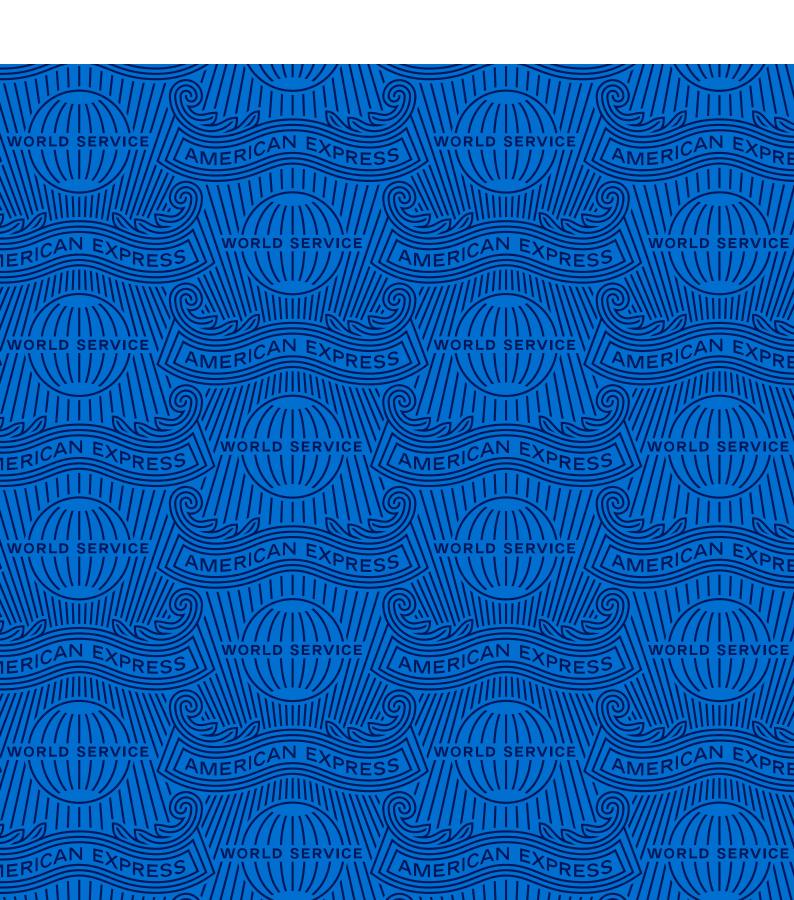
The Global Assist benefit is serviced by Inter Partner Assistance S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

# American Express Insurance Terms & Conditions.

TERMS VALID STARTING 1 JANUARY 2025.



# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GOLD CARD (OBTAINED WITHIN THE UNITED KINGDOM)

This is **SECTION A** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card in the United Kingdom or via our American Express ICC website.

Otherwise, please refer to **SECTION B** 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.

# **AMERICAN EXPRESS TRAVEL INSURANCE**

#### **Insurance Product Information Document**





# Companies: Chubb European Group SE / Europ Assistance S.A. UK Branch

**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: International Currency Gold 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 Gold Card features and benefits by visiting <a href="mailto:americanexpress.com/icc/accepted-conditions-list">americanexpress.com/icc/accepted-conditions-list</a>. 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)**

- ✓ US\$/€1,000,000 for necessary medical, surgical and hospital costs during a trip.
- ✓ US\$/€750 emergency dental treatment.
- ✓ All necessary repatriation and evacuation costs.
- ✓ Necessary costs to repatriate remains or US\$/€1,500 for local funeral.

# **CANCELLING AND POSTPONING YOUR TRIP (EA)**

✓ US\$/€4,000 per insured person for unused travel, accommodation, excursions and leisure activities if you need to cancel or postpone your trip due to a specified unforeseen event

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

✓ US\$/€4,000 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, on the Card account, 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.
- Treatment that the Insurer's Senior Medical Officer considers can be resonably delayed until your return to your country of residence.
- ✗ Medical and dental treatment and funeral and burial expenses within your country of residence.
- Costs after the date the Insurer's Senior Medical Officer tells you that you should return home.
- Treatment that was planned or that could have been resonably foreseen.

# **CANCELLING AND POSTPONING YOUR TRIP**

- Some Pre-existing Medical Conditions See 'Restrictions on Cover' section below.
- Cancellation claims arising directly or indirectly from circumstances known to you prior to booking your trip or known to you when you apply for your American Express Gold Card and any cards on your account.
- Claims when 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.
- Subsequent claims arising from the same fault or event where the original fault has not been properly repaired.

# PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS (EA)

- ✓ Per insured person, if your personal belongings, money and travel documents are lost, stolen or damaged:
  - a. US\$/€1,500 in total per trip;
  - b. US\$/€350 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c. US\$/ $\in$ 350 for money and travel documents limited to US\$/ $\in$ 100 for children under the age of 16.
- 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.
- ✓ In an emergency, an advance up to US\$/€1,000 if your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for you to obtain funds.

# TRAVEL INCONVENIENCE (CEG)

- ✓ US\$/€200 for missed departure due to accident or breakdown, travel delay, overbooking, or missed connection which causes a delay of 4 hours or more.
- ✓ US\$/€300 for baggage delayed by airline for 6 hours or more. An additional US\$/€300 for extended baggage delay by airline if the baggage does not arrive within 48 hours of arrival.

# PERSONAL ACCIDENT WHILST ON A TRIP (CEG)

✓ US\$/€50,000 for death or permanent disablement on a trip caused by an accident.

# LEGAL ASSISTANCE AND COMPENSATION (EA for pursuit; CEG for defence)

- ✓ US\$/€25,000 legal defence costs and legal costs in pursuit of compensation.
- ✓ US\$/€250,000 for legal liability for injuring another person, or damaging their property or possessions.

#### **CUTTING SHORT YOUR TRIP**

- Cutting short a trip due circumstances known to you prior to booking your trip.
- Cutting short a trip due to lack of enjoyment or adverse weather conditions.

# PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS

- Normal wear and tear.
- 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.
- ➤ Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- Theft of or damage to vehicles where there is no evidence of break in.

#### TRAVEL INCONVENIENCE

- Claims where travel tickets were not purchased on the Card account
- Purchases which are not made on the Card account.
- **X** Costs where a transport provider has offered an alternative.
- X Baggage delay on the final leg of a trip.
- ✗ Purchases made after baggage has been returned.
- **X** Costs which are recoverable from any other source.

#### PERSONAL ACCIDENT WHILST ON A TRIP

- X Terrorist activities except on a public vehicle.
- **X** Participating in or training for professional sports.
- Some Holiday Sports/Activities See 'Restrictions on Cover' section below.
- Work-related accidents.
- The benefit death amount for the death of a child under the age of 16 is reduced to US\$/€10,000.

# **LEGAL ASSISTANCE AND COMPENSATION**

- Legal costs in pursuit of compensation where the Insurer feels there is no reasonable chance of winning a case or receiving compensation.
- Claims made against the Insured Person by family members, or an employee of the Insured Person.
- X Liability which is covered by another insurance.
- Legal costs incurred where using a motorised vehicle owned or possessed by the Insured Person (liability benefits may apply where vehicle is rented).
- 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.



#### Are there any restrictions on cover?

- ! Each trip must not exeed 90 consecutive days with a maximum 183 days during each 12 month period.
- Age limit for Children: Children must be under 23 on the first day of the Trip.
- ! A US\$/€50 excess applies per person per claim 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/icc/accepted-conditions-list
- ! Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer.
- ! 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/icc/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.



#### 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. You will need to transfer to the Insurer the legal rights to recover from the party responsible up to the amount the Insurer has paid.
- If you need to submit a non-emergency insurance claim, please visit <u>americanexpress.com/icc/insuranceportal</u>. Alternatively, please call the number on the back of your American Express Card.
- You must provide all the items, information and documentation reasonably requested by the Insurer 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 entitled to the insurance benefits under the policy from the moment the Card is activated and for as long as the eligibilty criteria continues to be met or until we withdraw or cancel the insurance benefits by notice to you.



#### 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.

Contents:

- 1. KEY INFORMATION
- 2. TERMS OF BUSINESS
- 3. POLICY TERMS AND CONDITIONS

# 1. KEY INFORMATION

#### **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.com/icc/insuranceportal.

Alternatively please call the number on the back of your Card; or **+44 (0)1273 696933** 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.

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

American Express and the Insurers 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 Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: **0800 032 7410** 

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

American Express and **the Insurers** are members of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response 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 Exchange Tower Harbour Exchange Square London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: **0800 023 4 567** 

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 SE or Europ Assistance S.A. UK Branch 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. Their contact details are:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

United Kingdom

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

Website: 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 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 offers Medical Assistance and Expenses, Cancelling and Postponing 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: IB2500424GBHS57)

American Express only offers Travel Inconvenience, Personal Accident, Legal Assistance and Compensation (defence) 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 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.

#### 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 Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: 0800 032 7410

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 Is 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 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.

#### 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 worldwide travel 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 American Express® International Currency Gold Card under the group policies of insurance held by American Express Services Europe Limited with Europ Assistance S.A. UK Branch and Chubb European Group SE.

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 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.

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:

- "Account" or "Card Account" means your American Express Charge Card account with American Express on which The International Currency Gold 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 on the first day of a **Trip**, who are financially 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 **Cardmember's** 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) Main Cardmember and their Family, (ii) Supplementary Cardmembers.
- **"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 3.1 Medical Assistance and Expenses, Section 3.2 Cancelling and Postponing **Your Trip**, 3.3 Cutting Short **Your Trip**, 3.4 Personal Belongings, Money and Travel Documents, and 3.7 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 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.

#### AND

-In respect of Section 3.5 Travel Inconvenience, Section 3.6 Personal Accident, Section 3.7 Legal Assistance and Compensation (defence), 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.

"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.

"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.

Each **Trip** must not exceed 90 consecutive days, and all **Trips** taken during each 12 month period should not exceed a total of 183 days.

"You/Your" means the Insured person.

#### **WORLDWIDE TRAVEL INSURANCE**

### WHO IS COVERED

The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** are covered. Age Limit for Medical Assistance and Expenses: The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### **CONDITIONS**

This Section 3 details the **Card** Travel Insurance benefits. The following conditions apply to all claims under this Section:

- 1) <u>Benefit Limits:</u> All limits under Section 3 are per insured person and apply whilst on a **Trip**. All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
- 2) Excess: An excess of US\$50 or €50 (as applicable) per person will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a **Trip**, Cutting Short a **Trip**, and Personal Belongings Money and Travel Documents.
- 3) <u>Trip Length:</u> You are covered for a maximum of 183 days in a 365 day period for multiple **Trips** and for single **Trips** up to a maximum duration of 90 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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a> (see Section 3.8 General Exclusions to Card Travel Insurance).
- 5) You must be registered with a UK general practitioner or an equivalent medical practitioner in **Your Country of Residence**.
- 6) <u>Usual Holiday Sports and Activities Information:</u> 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 <u>www.americanexpress.com/icc/insuranceportal</u>.
- 7) <u>Insurance benefits under this **Policy** are secondary:</u> **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.

#### 3.1 MEDICAL ASSISTANCE AND EXPENSES

**IMPORTANT:** Only **Cardmembers** and members of their **Family** and **Supplementary Cardmembers**, who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 3.1.

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 696933**. 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 the 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.

The maximum amount that **We** will pay under this section is US\$1,000,000 or €1,000,000 (as applicable).

#### YOUR BENEFITS

You will be covered for the following:

- 1) Medical treatment: Up to US\$1,000,000 or €1,000,000 (as applicable) 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 authorise **Your** treating physician and **Your** registered medical practitioners to be released from their doctor/patient confidentiality restrictions.
- 2) <u>Transport to hospital:</u> Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- 3) Your travel home after treatment: We will arrange and pay for the 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 US\$750 or €750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during **Your** treatment: Up to US\$100 or €100 (as applicable) 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 US\$100 or €100 (as applicable) a night (maximum 10 nights) towards meals and accommodation costs for one friend or relative visiting **You** in hospital, or during **Your** recovery. The benefit will cease when **You** return to **Your Country of Residence**.
- 8) Extend Your stay following medical treatment: Up to US\$100 or €100 (as applicable) each a night in total (maximum 10 nights) each 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.
- 9) Return home of **Your Children**: Reasonable travel expenses and up to US\$100 or €100 (as applicable) 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.
- 10) Search and rescue: Up to US\$75,000 or €75,000 (as applicable) for **Your** search and rescue costs.
- 11) Funeral and burial expenses: If **You** die whilst on a **Trip**, **We** will pay for either transportation of the remains home or up to US\$1,500 or €1,500 (as applicable) for a local cremation or burial.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 3.1.

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Costs not approved by **Our Senior Medical Officer**.
- Treatment that Our Senior Medical Officer considers can be reasonably delayed until Your return to Your Country of Residence.
- 4) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.
- 5) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 6) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- 7) Costs where **You** have refused to follow the advice of **Our Senior Medical Officer**.
- 8) 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.
- 9) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- 10) Coffins or urns in excess of those which meet international commercial airline standards.

# 3.2 CANCELLING AND POSTPONING YOUR TRIP YOUR BENEFITS

You will be covered for the following:

Up to US\$4,000 or €4,000 (as applicable) 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 or postpone **Your Trip**, due to the following unforeseen circumstances:

- 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 or during **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 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) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable);
- f) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.
- g) The UK Government (FCDO Foreign, Commonwealth & Development Office) have issued, or upgraded a travel warning to "advise against all but essential travel" to the area **You** were intending to travel, and this was unforeseen at the time of booking.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Cancelling and Postponing **Your Trip** Section 3.2.

You will not be covered in respect of the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking Your Trip.
- Cancellation claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- 4) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities promptly that it is necessary for **You** to cancel **Your Trip**.
- 5) 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.
- 6) Costs which are recoverable from any other source.

# 3.3 CUTTING SHORT YOUR TRIP YOUR BENEFITS

If **You** cut short **Your Trip** due to the following unforeseen circumstances:

- 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;
- 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;
- c) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable); or
- d) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

You will be paid up to US\$4.000 or €4.000 (as applicable) in total for the:

- a) reasonable, necessary travel for **You** to return home, and to resume **Your** original **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.

# **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Cutting Short Your Trip Section 3.3.

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.

- Claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- 4) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities promptly that it is necessary to cut short **Your Trip**.
- 5) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 6) 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.
- 7) 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.
- 8) Costs which are recoverable from any other source.

# 3.4 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:

- If Your personal belongings, money and travel documents are lost, stolen or damaged, You will be paid up to:
  - a. US\$1,500 or €1,500 (as applicable) in total per **Trip**;
  - b. US\$350 or €350 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c. US\$350 or €350 (as applicable) for money and travel documents limited to US\$50 or €50 (as applicable) for money and travel documents carried by **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 of up to US\$1,000 or €1,000 (as applicable) 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.
- 5) We will make deductions for wear and tear.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 3.4.

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim with the exception where the amount for money and travel documents is limited to US\$50 or €50 (as applicable) for **Children** under 16.
- 2) Any loss or damage caused by normal wear and tear.
- 3) 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.
- 4) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 5) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 6) Theft of, or damage to, vehicles and their parts.
- 7) Any documents other than travel documents.
- 8) Damage to fragile or brittle items.
- 9) Household goods.
- 10) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 11) In respect of money, any shortages due to errors and currency fluctuations.
- 12) Claims which are not supported by the original receipt, proof or ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

# 3.5 TRAVEL INCONVENIENCE YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items covered under this Travel Inconvenience Section 3.5 must be charged to **Your Card** to be eligible for reimbursement. 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 US\$200 or €200 (as applicable) per person for necessary refreshment costs, for additional travel and accommodation costs incurred prior to actual departure on **Your Trip** if:
  - a. <u>Missed departure</u>. **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. <u>Delay, cancellation or overbooking.</u> **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. <u>Missed connection</u>. **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. <u>Baggage delay.</u> US\$300 or €300 (as applicable) per person 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\$300 or €300 (as applicable) 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 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Travel Inconvenience Section 3.5.

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.
- 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.

# 3.6 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:

- U\$\$50,000 or €50,000 (as applicable) 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 will be US\$50,000 or €50,000 (as applicable) per **Trip**.
- 3) The maximum benefit amount for death of a **Child** under the age of 16 is reduced to US\$10,000 or €10,000 (as applicable).

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Personal Accident Whilst On A Trip Section 3.6.

**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.

# 3.7 LEGAL ASSISTANCE AND COMPENSATION YOUR BENEFITS

The following benefits provide cover for **Your** 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) <u>Legal Assistance and Compensation (defence)</u>: **We** will pay costs and compensation for which **You** are liable 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. US\$25,000 or €25,000 (as applicable) for legal defence costs (including interpreter's fees);
  - b. US\$250,000 or €250,000 (as applicable) 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) <u>Legal Assistance and Compensation (pursuit):</u> 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 US\$25,000 or €25,000 (as applicable) (including interpreter's fees);
  - b. an economy flight or standard rail ticket if **You** have to attend a court.

<u>You</u> 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 (as set out above).

<u>Interpreter Fees:</u> **We** will arrange and pay for an interpreter to assist in legal cases where required (subject to the limit set out above).

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 3.8 apply to all travel insurance benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 3.7.

- 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 another insurance.
- 9) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals.
- 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 the review of a judgment or legally binding decision.

#### 3.8 GENERAL EXCLUSIONS TO CARD TRAVEL INSURANCE

The following exclusions apply to all of this Section 3 – **Card** Travel Insurance.

- 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 www.americanexpress.com/icc/insuranceportal.
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under **Your** employer's liability insurance or workers' compensation programme.
- 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 as prescribed by a registered medical practitioner.
- Pre-existing medical conditions, other than those on the Accepted Conditions list available by visiting <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>, 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 are 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 3.2 sub-clause (g).
- 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) 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.
- 21) Costs which are recoverable from any other source.
- 22) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 23) Your failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

#### **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.com/icc/insuranceportal.

Alternatively please call the number on the back of your Card;

or +44 (0)1273 696933 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 event giving rise to the claim.
- 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 another insurance, state benefits or other agreements. **You** must inform **Us** of these and assist **Us** and/or third party providers 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 that **You** keep copies of all documentation that **You** send to **Us** to substantiate a claim.

- 6) **You** will need to transfer to **Us**, on the claims handler's request and at **Your** expense, any damaged item, and assign to **Us** the legal rights to recover from the party responsible up to that which amount that **We** have paid.
- 7) 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.
- 8) **We** may require **You** to be examined by a medical practitioner or specialist appointed by **Us** to enable **Us** to assess a claim fully.
- 9) 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	Your Card number
	Proof that <b>You</b> were on a <b>Trip</b>
	All documents must be original
	Completed claim form when needed
	The name of <b>Your</b> treating registered medical practitioner
Medical Assistance and Expenses	Invoices and a medical report detailing medical treatment and costs <b>You</b> have paid
	Any unused tickets
Cancelling and	Approved medical certificates
Postponing <b>Your Trip</b>	Any unused tickets or <b>Trip</b> invoices
	Evidence from the appropriate organisation detailing the cause and duration of the delay if <b>You</b> abandon <b>Your Trip</b>
	Booking and cancellation invoices from providers of services
	Independent documentation proving any non-medical reason for cancellation
Cutting Short <b>Your Trip</b>	Approved medical certificates
	Any unused tickets or <b>Trip</b> invoices
	Invoices and receipts for costs <b>You</b> have paid
	Independent documentation proving any non-medical reason for cutting short <b>Your Trip</b>
Personal Belongings,	Report from the police or provider of accommodation or transport
Money and Travel	Proof of ownership
Documents	Proof of the purchase price paid
	Damaged personal belongings
Travel Inconvenience	Travel ticket
	Public transport operator's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours
	Airline confirmation (Property Irregularity Report) including details of the baggage return date and time
	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, <b>You</b> will still need to provide proof of purchase
	Evidence from the appropriate organisation detailing the cause of the delay if <b>You</b> miss <b>Your</b> departure
Personal Accident	Evidence from the appropriate organisation detailing the accident
	Approved medical reports
Legal Assistance	Relevant legal documents
and Compensation	Evidence of incident as appropriate

#### **POLICY CONDITIONS**

#### **DURATION OF COVER**

**You** are entitled to the insurance benefits under the **Policy** from the moment **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
- 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 underwriter.

If this happens, **American Express** will write to **You** with details of the detrimental 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**, **American Express** 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 **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 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 on **0800 032 7410** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Services Europe Limited 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

**American Express** and **the Insurers** are members of the Financial Ombudsman Service (FOS) in the United Kingdom which 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 London E14 9SR United Kingdom

Telephone: 0800 023 4 567

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

Email: <a href="mailto:enquiries@financial-ombudsman.org.uk">enquiries@financial-ombudsman.org.uk</a> Website: <a href="mailto:www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

#### **UK FINANCIAL CONDUCT AUTHORITY and PRUDENTIAL REGULATION 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.

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.

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

American Express Services Europe Limited, Chubb European Group SE and Inter Partner Assistance 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

Telephone: **0800 678 1100** or **+44 (0) 20 7741 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**, 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.

Europ Assistance S.A. UK Branch is data controller for	Chubb is data controller for
Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) insurance	Travel Inconvenience, Personal Accident whilst on a Trip 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 You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at 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

#### 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 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

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 always 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

#### **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

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.

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 <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a>.

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. 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.

# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GOLD CARD (OBTAINED OUTSIDE THE UNITED KINGDOM)

This is **SECTION B** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card outside the United Kingdom.

Otherwise, please refer to **SECTION A** 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.

#### Contents:

- 1. KEY INFORMATION
- (i) General Information
- (ii) Summary of Benefits
- 2. TERMS OF BUSINESS
- 3. TRAVEL PROTECTION BENEFIT DETAILS

#### 1.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 Gold Cardmembers who have applied for their Card outside the United Kingdom.

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 insurance contracts with the insurance companies Chubb European Group SE and Europ Assistance S.A. UK Branch (the "Insurer(s)").

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

Cardmembers are authorised by American Express Services Europe Limited to contact the Insurer(s) 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 contracts with the Insurer(s).

Cardmembers must comply with the obligations detailed in this document in respect of their travel protection benefits and must contact the Insurer(s) 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.

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 detrimental changes.

#### **DURATION OF BENEFITS**

You are entitled to the travel protection benefits from the moment 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.

# (ii) SUMMARY OF BENEFITS WORLDWIDE TRAVEL PROTECTION BENEFITS

Worldwide Travel Protection Benefits are provided to the main Cardmember, their partners and dependent children under the age of 23 and Supplementary Cardmembers, whether travelling together or travelling alone on business and leisure trips of up to 90 consecutive days.

#### **USUAL HOLIDAY SPORTS AND ACTIVITIES**

Worldwide Travel Protection Benefits also include benefits for usual holiday sports and those included on the Sports and Winter Sports Activities list which is available by visiting <a href="www.americanexpress.com/icc/">www.americanexpress.com/icc/</a> insuranceportal.

#### **EXCESS**

An excess of US\$/€50 per person per claim will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip; Cutting Short Your Trip and Personal Belongings Money and Travel Documents.

# **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 Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.

The following table sets out the benefits payable under the Worldwide Travel Protection Benefits:

Subject to Conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations	Section Number
<ul> <li>MEDICAL ASSISTANCE AND EXPENSES</li> <li>Necessary medical, surgical and hospital costs, including repatriation home. Costs up to a maximum of US\$/€1,000,000</li> <li>Medical expenses up to US\$/€1,000,000</li> <li>Emergency dental treatment up to US\$/€750</li> <li>Necessary costs to repatriate remains or for a local funeral up to US\$/€1,500</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</li> <li>Medical Assistance and Expenses benefits if aged 80 years or over at any time during the trip</li> <li>Medical treatment in country of residence</li> <li>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 www.americanexpress.com/icc/insuranceportal</li> <li>All costs must be approved in advance by the Insurer</li> </ul>	3.1
TRIP Unused travel, accommodation, excursions and leisure activities up to U\$\$/€4,000 if you need to cancel or postpone your trip due to a specified unforeseen event such as:  • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</li> <li>Cancellation due to business reasons</li> <li>Circumstances known before booking a trip</li> <li>Disinclination to travel</li> <li>Costs which are recoverable from any other source</li> </ul>	3.2

CUTTING SHORT A TRIP	KEY EXCLUSIONS & LIMITATIONS	3.3
Costs to return home (and to resume original trip) and unused travel and accommodation costs up to US\$/€4,000 due to a specified unforeseen event such as:  • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</li> <li>No refund for unused tickets where an Insurer has paid for alternative travel arrangements to the same destination</li> <li>Circumstances known before booking a trip</li> <li>Cutting short a trip due to lack of enjoyment or adverse weather conditions</li> <li>Costs which are recoverable from any other source</li> </ul>	
PERSONAL BELONGINGS, MONEY	KEY EXCLUSIONS & LIMITATIONS	3.4
AND TRAVEL DOCUMENTS  Where such items are lost, stolen or damaged whilst on a trip:  • Up to US\$/€1,500	<ul> <li>US\$/€50 per person per claim excess applies (with the exception of money protection for children under 16)</li> <li>Deductions are made for wear and tear</li> </ul>	
	Money or travel documents which are not kept on the Protected Person or in a safe	
	<ul> <li>Loss, theft or damage that has not been reported to the local police, transport or accommodation provider</li> <li>US\$/€350 limit for money and travel documents</li> <li>US\$/€350 limit for a single item, pair or set of items</li> </ul>	
	Limit of US\$/€50 for money lost, stolen or damaged whilst under the control of a child under the age of 16	
TRAVEL INCONVENIENCE	KEY EXCLUSIONS & LIMITATIONS	3.5
<ul> <li>VS\$/€200 for missed departure due to accident or breakdown, travel delay, overbooking, or missed connection which causes a delay of 4 hours or more</li> <li>US\$/€300 for baggage delayed by an airline for 6 hours or more</li> <li>An additional US\$/€300 for extended baggage delay by an airline if the baggage does not arrive within 48 hours of arrival</li> </ul>	<ul> <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> </ul>	
PERSONAL ACCIDENT WHILST ON A TRIP	KEY EXCLUSIONS & LIMITATIONS	3.6
US\$/€50,000 for death or permanent disablement on a trip caused by an accident	<ul> <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 of a child under the age of 16 is reduced to U\$\$/€10,000</li> </ul>	

<ul> <li>LEGAL ASSISTANCE AND COMPENSATION</li> <li>Up to U\$\$,/€25,000 legal defence costs and legal costs in pursuit of compensation</li> <li>Up to U\$\$,/€250,000 for legal liability for injuring another person, or damaging their property or possessions</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Legal costs for pursuing claims with no reasonable prospects of success</li> <li>Claims between your family members, employees, Cardmembers or Supplementary Cardmembers</li> <li>Liability covered by any insurance</li> <li>Legal costs incurred from use of the Protected Person's vehicle</li> <li>Legal costs and expenses to be reimbursed from any successful recovery</li> </ul>	3.7
General Exclusions	Key Exclusions	Section
<ul> <li>THESE EXCLUSIONS APPLY TO ALL TRAVEL PROTECTION BENEFITS</li> <li>Emergency dental treatment up to US\$/€750</li> <li>Necessary costs to repatriate remains or for a local funeral up to US\$/€1,500</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>You will not be paid for claims arising directly or indirectly as a result of:</li> <li>Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer</li> </ul>	3.8
	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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a> Work-related accidents	
	Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>	
	Costs which are recoverable from any other source	
	Medical assistance and expenses benefits if aged 80 years or over at any time during the trip	
	Medical treatment in country of residence     All costs must be approved in advance by the Insurer	

#### YOUR RIGHT TO CANCEL

You may cancel your travel protection benefits 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.com/icc/insuranceportal.

Alternatively please call the number on the back of your Card; or **+44 (0)1273 696933** 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.

### **CUSTOMER SERVICE & COMPLAINTS**

American Express is 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:

Travel Protection Benefits - American Express<sup>®</sup> International Currency Gold Card - January 2025

American Express Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: **0800 032 7410** 

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

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

Financial Ombudsman Service Exchange Tower E14 9SR London 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 SE or Europ Assistance S.A. UK Branch 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. Their contact details are:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: www.fscs.org.uk.

# 2. 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 companies Chubb European Group SE and Europ Assistance S.A. UK Branch (the "Insurer(s)"). American Express is free to amend, extend or terminate these contracts at its sole discretion.

### 1 Whose products do American Express offer?

American Express offers Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Europ Assistance S.A. UK Branch. (Policy Number: IB2500424GBHS57)

American Express offers Travel Inconvenience, Personal Accident, Legal Assistance and Compensation

(defence) benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Chubb European Group SE.

#### 2 Which service will American Express provide you with?

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(s) 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 holds the travel protection benefits for your benefit and does not provide you with any rights to bring legal proceedings against the Insurer on behalf of American Express' nor will any act or omission by you affect any rights of American Express 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:

American Express Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: 0800 032 7410

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 Is 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.

# 7 Remuneration and Compensation

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.

### 3. TRAVEL PROTECTION BENEFIT DETAILS

These Travel Protection Benefit Details give full details of the benefits provided with the American Express® International Currency Gold Card arising from contracts of insurance held by American Express Services Europe Limited with Europ Assistance S.A. UK Branch and Chubb European Group SE.

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 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. 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 detrimental changes.

#### **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 Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.

#### **DEFINITIONS**

- "Account" or "Card Account" means your American Express Charge Card account with American Express on which The International Currency Gold 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 on the first day of a **Trip**, who are financially 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 **Cardmember's** address, their mother, mother-in-law, father, father in- law, daughter, daughter-in-law, son, son-in-law, sister, sisterin-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) Main Cardmember and their Family, (ii) Supplementary Cardmembers.
- "Insurer/Insurers" means:
- In respect of Section 3.1 Medical Assistance and Expenses, Section 3.2 Cancelling and Postponing **Your Trip**, 3.3 Cutting Short **Your Trip**, 3.4 Personal Belongings, Money and Travel Documents, and 3.7 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 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.

#### AND

-In respect of Section 3.5 Travel Inconvenience, Section 3.6 Personal Accident, Section 3.7 Legal Assistance and Compensation (defence), 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).

"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" means American Express.

"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.

"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.

"Senior Medical Officer" means the Insurer's medical practitioner, who shall be appointed by Us to assess any aspect of any applicable issue where medical expertise is required pursuant to these Travel Protection Benefit Details.

"Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card on the Account.

"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.

Each **Trip** must not exceed 90 consecutive days, and in each 12 month period the total **Trips** taken should not exceed 183 days in total.

"You/Your" means the Protected Person.

### **WORLDWIDE TRAVEL PROTECTION BENEFITS**

#### WHO WILL RECEIVE THE BENEFITS?

The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** are entitled to the travel protection benefits.

Age Limit for Medical Assistance and Expenses: The **Cardmember** and their **Family** and **Supplementary Cardmembers** on the **Card Account** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### CONDITIONS

This Section 3 details the **Card** Travel Protection Benefits. The following conditions apply to all claims under this Section:

- Benefit Limits: All limits under Section 3 are per Protected Person and apply whilst on a Trip. All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
- 2) Excess: An excess of US\$50 or €50 (as applicable) per person will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip, Cutting Short a Trip, and Personal Belongings Money and Travel Documents.
- 3) <u>Trip Length:</u> You are protected for a maximum of 183 days in a 365 day period for multiple **Trips** and for each single **Trip** up to a maximum duration of 90 consecutive days.
- 4) <u>Pre-existing Medical Conditions:</u> **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 <u>www.americanexpress.</u> com/icc/insuranceportal (see Section 3.8 General Exclusions to Card Travel Protection Benefits).
- 5) You must be registered with a UK general practitioner or an equivalent medical practitioner in Your Country of Residence.
- 6) <u>Usual Holiday Sports and Activities Information:</u> 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 www.americanexpress.com/icc/insuranceportal.
- 7) <u>Travel Protection Benefits are secondary:</u> **We** will only pay amounts as described in these Travel Protection Benefit Details if they are not covered by insurance, state benefits or other agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

## 3.1 MEDICAL ASSISTANCE AND EXPENSES

**IMPORTANT:** Only **Cardmembers** and members of their **Family** and **Supplementary Cardmembers**, who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 3.1.

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 696933**. 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 the 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.

The maximum amount that **We** will pay under this section is US\$1,000,000 or €1,000,000 (as applicable).

#### YOUR BENEFITS

**You** will be provided with:

1) Medical treatment: Up to US\$1,000,000 or €1,000,000 (as applicable) 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 authorise **Your** treating physician and **Your** registered medical practitioners to be released from their doctor/patient confidentiality restrictions.
- 2) <u>Transport to hospital:</u> Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- 3) Your travel home after treatment: We will arrange and pay for the 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) <u>Dental treatment:</u> Up to US\$750 or €750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during **Your** treatment: Up to US\$100 or €100 (as applicable) 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 US\$100 or €100 (as applicable) a night (maximum 10 nights) towards meals and accommodation costs for one friend or relative visiting **You** in hospital, or during **Your** recovery. The benefit will cease when **You** return to **Your Country of Residence**.
- 8) Extend Your stay following medical treatment: Up to US\$100 or €100 (as applicable) each a night in total (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.
- 9) Return home of **Your Children**: Reasonable travel expenses and up to US\$100 or €100 (as applicable) 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.
- 10) Search and rescue: Up to US\$75,000 or €75,000 (as applicable) for **Your** search and rescue costs.
- 11) <u>Funeral and burial expenses:</u> If **You** die whilst on a **Trip**, **We** will pay for either transportation of the remains home or up to US\$1,500 or €1,500 (as applicable) for a local cremation or burial.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 3.1.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Costs not approved by **Our Senior Medical Officer**.
- 3) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 4) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.
- 5) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 6) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- 7) Costs where **You** have refused to follow the advice of **Our Senior Medical Officer**.
- 8) 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.
- 9) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- 10) Coffins or urns in excess of those which meet international commercial airline standards.

# 3.2 CANCELLING AND POSTPONING YOUR TRIP

#### YOUR BENEFITS

You will be paid for the following:

Up to US\$4,000 or €4,000 (as applicable) 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 or postpone **Your Trip**, due to the following unforeseen circumstances:

- 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 or during **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 Your Trin:
- Your redundancy which qualifies for redundancy payments under current legislation in Your Country of Residence;
- d) **You** being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
- e) Severe damage to Your home or Your business premises if the damage caused is likely to be more than

- US\$30,000 or €30,000 (as applicable);
- f) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.
- g) The UK Government (FCDO Foreign, Commonwealth & Development Office) have issued, or upgraded a travel warning to "advise against all but essential travel" to the area **You** were intending to travel, and this was unforeseen at the time of booking.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Cancelling, Postponing and Abandoning Your Trip Section 3.2.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your** Trip.
- Cancellation claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- 4) 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**.
- 5) 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 **Protected Person**, any travelling companion, **Your Close Relative**, the **Close Relative** of any **Protected Person** or of a travelling companion.
- 6) Costs which are recoverable from any other source.

#### 3.3 CUTTING SHORT YOUR TRIP

#### YOUR BENEFITS

If **You** cut short **Your Trip** due to the following unforeseen circumstances:

- 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:
- 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;
- c) Severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable); or
- d) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

You will be paid up to US\$4,000 or €4,000 (as applicable) in total for the:

- a) reasonable, necessary travel for **You** to return home, and to resume **Your** original **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.

# EXCLUSIONS

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Cutting Short Your Trip Section 3.3.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 3) Claims arising directly or indirectly from circumstances known to **You** when **You** applied for **Your Card** and any **Cards** on **Your Account**.
- 4) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities immediately that it is necessary to cut short **Your Trip**.
- 5) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 6) 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 **Protected Person**, any travelling companion, **Your Close Relative**, the **Close Relative** of any **Protected Person** or of a travelling companion.
- 7) 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.
- 8) Costs which are recoverable from any other source.

# 3.4 PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS YOUR BENEFITS

This benefit applies to:

- 1) Your personal belongings which You take, purchase or hire while on Your Trip.
- 2) **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 provided with:

- 1) If **Your** personal belongings, money and travel documents are lost, stolen or damaged, **You** will be paid up to:
  - a. US\$1,500 or €1,500 (as applicable) in total per **Trip**;
  - b. US\$350 or €350 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c. US\$350 or €350 (as applicable) for money and travel documents limited to US\$50 or €50 (as applicable) for money and travel documents carried by **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 US\$1,000 or €1,000 (as applicable) 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.
- 5) **We** will make deductions for wear and tear.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 3.4.

You will not be paid for the following:

- 1) The excess, the first US\$50 or €50 (as applicable) per person per claim with the exception where the amount for money and travel documents is limited to US\$50 or €50 (as applicable) for **Children** under 16.
- 2) Any loss or damage caused by normal wear and tear.
- 3) 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.
- 4) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 5) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 6) Theft of, or damage to, vehicles and their parts.
- 7) Any documents other than travel documents.
- 8) Damage to fragile or brittle items.
- 9) Household goods.
- 10) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 11) In respect of money, any shortages due to errors and currency fluctuations.
- 12) Claims which are not supported by the original receipt, proof or ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

# 3.5 TRAVEL INCONVENIENCE YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items that is a travel protection benefit under this Travel Inconvenience Section 3.5 must be charged to **Your Card** to be eligible for reimbursement. 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 US\$200 or €200 (as applicable) per person for necessary refreshment costs, for additional travel and accommodation costs incurred prior to actual departure on **Your Trip** if:
  - a. <u>Missed departure</u>. **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. <u>Missed connection</u>. **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. <u>Baggage delay</u>. US\$300 or \$300 (as applicable) per person 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\$300 or €300 (as applicable) 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 Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Travel Inconvenience Section 3.5

You will not be paid for 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**.
- 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.

# 3.6 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 paid for the following:

- 1) US\$50,000 or €50,000 (as applicable) 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 will be US\$50,000 or €50,000 (as applicable) per **Trip**.
- 3) The maximum benefit amount for death of a **Child** under the age of 16 is reduced to US\$10,000 or €10,000 (as applicable).

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Personal Accident Whilst On A Trip Section 3.6.

You will not be protected 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.

# 3.7 LEGAL ASSISTANCE AND COMPENSATION YOUR BENEFITS

The following benefits provide protection for **Your** 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 paid for the following:

1) <u>Legal Assistance and Compensation (defence)</u>: **We** will pay costs and compensation for which **You** are

liable 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. US\$25,000 or €25,000 (as applicable) for legal defence costs (including interpreter's fees);
- b. US\$250,000 or €250,000 (as applicable) 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 US\$25,000 or €25,000 (as applicable) (including interpreter's fees);
  - b. an economy flight or standard rail ticket if **You** have to attend a court.

<u>You</u> 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 pay **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 (as set out above).

<u>Interpreter Fees:</u> **We** will arrange and pay for an interpreter to assist in legal cases where required (subject to the limit set out above).

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 3.8 apply to all travel protection benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 3.7.

You will not be paid for 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 insurance.
- 9) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals.
- 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 the review of a judgment or legally binding decision.

# 3.8 GENERAL EXCLUSIONS TO CARD TRAVEL PROTECTION BENEFITS

The following exclusions apply to all of this Section 3 – **Card** Travel Protection Benefits. **You** will not be paid for claims directly or indirectly as a result of:

- 1) Not following the advice or instructions of the **Insurer** or their **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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under **Your** employer's liability insurance or workers' compensation programme.
- 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 as prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions, other than those on the Accepted Conditions list available by visiting <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>, 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 are 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 3.2 sub-clause (g).
- 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) 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.
- 21) Costs which are recoverable from any other source.
- 22) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 23) Your failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

#### **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 <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card or **+44 (0)1273 696933** 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 event giving rise to the claim.
- 2) All Medical Assistance and Expenses costs must be approved in advance by the **Insurer**.
- 3) The **Insurer** will only pay amounts if they are not covered by insurance, 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.
- 4) Interest will only be paid on claims if payment has been unreasonably delayed following receipt of all the required information.
- 5) Please ensure that **You** keep copies of all documentation that **You** send to the **Insurer** to substantiate a claim.
- 6) **You** will need to transfer to the **Insurer**, on the claims handler's request and at **Your** expense, any damaged item, and assign to the **Insurer** the legal rights to recover from the party responsible the amount up to that which the **Insurer** has paid.
- 7) 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.
- 8) The **Insurer** may require **You** to be examined by a medical practioner or specialist appointed by the

- **Insurer** to enable the **Insurer** to assess a claim fully.
- 9) 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	<ul> <li>Your Card number</li> <li>Proof that You were on a Trip</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> <li>The name of Your treating registered medical practitioner</li> </ul>
Medical Assistance and Expenses	<ul> <li>Invoices and a medical report detailing the medical treatment and costs         You have paid.</li> <li>Any unused tickets</li> </ul>
Cancelling and Postponing <b>Your Trip</b>	<ul> <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 invoices from providers of services</li> <li>Independent documentation proving any non-medical reason for cancellation</li> </ul>
Cutting Short Your Trip	<ul> <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> <li>Report from the police or provider of accommodation or transport</li> <li>Proof of ownership</li> <li>Proof of purchase price paid</li> <li>Damaged personal belongings</li> </ul>
Travel Inconvenience	<ul> <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 the baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card. If You are not a Cardmember and not travelling with a Cardmember, 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 You miss Your departure</li> </ul>
Personal Accident	<ul> <li>Evidence from the appropriate organisation detailing the accident</li> <li>Approved medical reports</li> </ul>
Legal Assistance and Compensation	<ul><li>Relevant legal documents</li><li>Evidence of incident as appropriate</li></ul>

#### TRAVEL PROTECTION BENEFIT CONDITIONS

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

**You** are entitled to the travel protection benefits described in this document from the moment **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
- 4) For any other legitimate commercial reason, for example in the event of a change of underwriter who underwrites **Our** underlying policies.

If this happens **We** will write to **You** with details of the detrimental changes at least 30 days before **We** make them. **You** may cancel **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** about 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 **Us**.

#### **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 **American Express** know by calling on **0800 032 7410** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Services Europe Limited 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

**American Express** and **the Insurers** are members of the Financial Ombudsman Service (FOS) in the United Kingdom which 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 London E14 9SR United Kingdom

Telephone: 0800 023 4 567

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

Email: <a href="mailto:enquiries@financial-ombudsman.org.uk">enquiries@financial-ombudsman.org.uk</a>
Website: <a href="mailto:www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

American Express Services Europe Limited, Chubb European Group SE and Europ Assistance S.A. UK Branch 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

Telephone: **0800 678 1100** or **+44 (0) 20 7741 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**, 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.

Europ Assistance S.A. UK Branch is data controller for	Chubb is data controller for
Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit)	Travel Inconvenience, Personal Accident whilst on a Trip and Legal Assistance and Compensation (defence) insurance
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 You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at 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

#### 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 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

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 always 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

#### **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.

#### **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**, this could invalidate **Your** travel protection benefits and could mean that part or all of the benefits may not be paid.

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 <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a>.

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).

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.