

**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 and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### Product: Platinum 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 Platinum Card features and benefits by visiting [americanexpress.com/uk/platinum-accepted-conditions-list](http://americanexpress.com/uk/platinum-accepted-conditions-list). This includes supporting lists of accepted medical conditions and sports attaching to your insurance coverage.

### What is this type of insurance?

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

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

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

- ✓ £7,500 for unused travel, accommodation, excursions and leisure activities that have been paid for, or pre-booked, on the Card account, and these are not refundable or a fee is charged to change them.
- ✓ £7,500 for costs to return home (and to resume original trip) and unused travel and accommodation costs where a trip has been purchased on the Card account.



### What is not insured?

#### MEDICAL ASSISTANCE AND EXPENSES

- ✗ Pre-existing Medical Conditions – See 'Restrictions on Cover' section below.
- ✗ Medical assistance and expenses benefits if aged 70 years or over at any time during the trip.
- ✗ Medical treatment in country of residence.
- ✗ Holiday Sports/Activities – See 'Restrictions on Cover' section below.
- ✗ All costs must be approved in advance by the Insurer.

#### CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

- ✗ Pre-existing Medical Conditions – See 'Restrictions on Cover' section below.
- ✗ Cancellation due to business reasons.
- ✗ Abandonment after first leg of a trip.
- ✗ £50 excess applies.
- ✗ Circumstances known before booking a trip.
- ✗ Disinclination to travel.
- ✗ No refund for unused tickets where an Insurer has paid for alternative travel arrangements to the same destination.
- ✗ Cutting short a trip due to lack of enjoyment or adverse weather conditions.

**PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS (IPA)**

- ✓ If your personal belongings, money and travel documents are lost, stolen or damaged:
  - a. £2,000 in total per trip;
  - b. £500 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c. £500 for money and travel documents limited to £50 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 £2,000 if your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for you to obtain funds.

**CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY (CEG)**

- ✓ £50,000 for theft or damage to vehicle (including any applicable excess).
- ✓ £50,000 (US\$1 million in USA) for damage to another person or their property.

**TRAVEL INCONVENIENCE (CEG)**

- ✓ £300 for missed departure due to accident or breakdown, travel delay, overbooking, or missed connection.
- ✓ £300 for baggage delayed by an airline. An additional £300 for extended baggage delay by airline.

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

- ✓ £50,000 for death or permanent disablement on a trip caused by an accident (increased to £250,000 when travelling on a public vehicle).

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

- ✓ £25,000 legal defence costs and legal costs in pursuit of compensation.
- ✓ £1,000,000 for legal liability for injuring another person, or damaging their property or possessions.

**PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS**

- ✗ Deductions are made for wear and tear.
- ✗ Money or travel documents which are not kept on insured's person or in a safe.
- ✗ Loss, theft or damage that has not been reported to local police, transport or accommodation provider.
- ✗ £50 excess applies.
- ✗ £500 limit for money and travel documents.
- ✗ £500 limit for a single item, pair or set of items.
- ✗ Limit of £50 money cover for children under the age of 16 where no excess will apply.

**CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY**

- ✗ Commercial vehicles, motor homes, caravans and trailers.
- ✗ Cover applies only when rental agency allows refusal of their insurance.
- ✗ An insured person must be named on the rental agreement.

**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.
- ✗ Purchases made after baggage has been returned.
- ✗ Costs which are recoverable from any other source.
- ✗ Delays of less than 4 hours.

**PERSONAL ACCIDENT WHILST ON A TRIP**

- ✗ Terrorist activities except on a public vehicle.
- ✗ Participating in or training for professional sports.
- ✗ Work-related accidents.
- ✗ The benefit death amount for death is reduced to £10,000 for children under the age of 16.

**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?

- ! All Cardmembers including Supplementary Cardmembers and their Families must be under the age of 70 throughout the trip to receive Medical Assistance and Expenses benefits.
- ! You will not be paid for claims directly or indirectly as a result of:
  - ! Pre-existing Medical Conditions other than those on the Accepted Conditions list available by visiting [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal)
  - ! Travelling against the advice of a registered Medical Practitioner.
  - ! Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/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.
- If you need to submit a non-emergency insurance claim, please visit [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal). Alternatively, please call the number on the back of your American Express Card.
- You must provide all the items, information and documentation and anything else reasonably requested by us in order to make a claim. These must be provided at your own expense.



### When and how do I pay?

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



### When does the cover start and end?

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

Worldwide Travel Insurance provides cover for the Cardmember and Supplementary Cardmember, their respective partners and dependent children under the age of 25, whether travelling together or travelling alone on business and leisure trips of up to 90 days.

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



### How do I cancel the contract?

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

## INSURANCE UNITED KINGDOM TERMS & CONDITIONS AMERICAN EXPRESS® PLATINUM CARD

Contains:

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

### 1. KEY INFORMATION

#### HOW TO CLAIM

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal) or call **0800 917 8054** or in a medical emergency call **+44 (0) 20 3126 4109**.

Please be ready to provide your Card number, which should be used as your reference number. Please ensure 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.

Please be aware that there may be other taxes or costs that are not paid through us or imposed by us.

#### CUSTOMER SERVICE & COMPLAINTS

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

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

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

American Express  
Global Customer Research and Solutions  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom  
Telephone: **+44 (0) 870 600 0342**<sup>1</sup>  
Email: [insuranceexec@aexp.com](mailto:insuranceexec@aexp.com)

<sup>1</sup> Calls cost a maximum of 1p per minute, plus your phone company's access charge.

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: **0800 023 4 567**  
From a mobile: **0300 123 9123**  
From abroad: **+44 20 7964 0500**  
Fax: **020 7964 1001**  
Website: [financial-ombudsman.org.uk](https://financial-ombudsman.org.uk)

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

#### COMPENSATION SCHEME

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

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

## 2. TERMS OF BUSINESS

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

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

### 1 The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services.

### 2 Whose products do American Express offer?

American Express only offer Medical Assistance and Expenses, Cancelling, Postponing and Abandoning Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) insurance underwritten by Inter Partner Assistance.

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

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

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

### 4 What will you have to pay American Express for 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](http://www.fca.org.uk/register).

### 6 Ownership

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

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

If you wish to register a complaint, please contact:

In writing:

American Express Global Customer Research and Solutions  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom  
Telephone: **+44 (0) 870 600 0342**<sup>1</sup>  
Email: [insuranceexec@aexp.com](mailto:insuranceexec@aexp.com)

<sup>1</sup> Calls cost a maximum of 1p per minute, plus your phone company's access charge

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

Your Insurance Documentation – The Platinum Card® – May 2021

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

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

### **9 Remuneration and Commission**

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

### **DEMANDS AND NEEDS**

This insurance meets the demands and needs of Cardmembers who require travel accident, travel inconvenience, purchase protection and refund protection insurance cover alongside their Card account. American Express has not provided opinions or recommendations on the suitability of the insurance for you.

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

These Policy Terms and Conditions give full details of the insurance cover provided with The Platinum® Card under the group policies of insurance held by American Express Services Europe Limited with Chubb European Group SE and Inter Partner Assistance.

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 following benefits are dependent on use of the Card:

- Cancelling, Postponing and Abandoning your Trip;
- Cutting Short your Trip;
- Travel Inconvenience;
- Personal Belongings, Money and Travel Documents;
- Purchase Protection;
- Refund Protection;

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. No claims arising directly or indirectly from any Pre-existing Medical Condition(s), as defined below, will be covered.

### **DEFINITIONS**

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

“**£**” shall mean United Kingdom pounds sterling.

“**Account**” or “**Card Account**” means **Your** consumer and small business cards issued by **American Express** in the UK, excluding corporate cards and any **American Express** cards issued by bank partners.

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

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

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

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

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

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

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

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

**“Our/Us/We/Insurer”** means:

-In respect of Section 1.1 Medical Assistance and Expenses, Section 1.2. Cancelling, Postponing and Abandoning Your Trip, 1.3 Cutting Short Your Trip, 1.4 Personal Belongings, Money and Travel Documents, 1.8. Legal Assistance and Compensation (pursuit), Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

AND

-In respect of Section 1.5 Car Rental Benefits – Theft, Damage and Liability, Section 1.6 Travel Inconvenience, Section 1.7 Personal Accident, Section 1.8 Legal Assistance and Compensation (defence), Section 2.1 Purchase Protection and Section 2.2 Refund Protection, **Chubb European Group SE** (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members’ liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. 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. Registered office: 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 and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website (FS Register number 820988).

**“Medical Condition(s)”** means any medical or psychological disease, sickness, condition, illness or injury that has affected **You** or any travelling companion or person with whom **You** intend to stay whilst on **Your Trip**; or **Your Close Relative** or the **Close Relative** of any travelling companion, or a **Close Relative** of a person with whom **You** intend to stay whilst on **Your Trip**.

**“Medical Practitioner”** means a legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to **You** or any travelling companion.

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

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

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

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

**“Pre-existing Medical Condition(s)”** means any past or current Medical Condition (other than those on the Accepted Conditions list which is available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal)) which, during the 2 years prior to **You** booking a **Trip**, has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; and any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to **You** booking a **Trip**.

**“Purchase”** or **“Purchased”** means items paid for or pre-booked using **Your Card** or items paid for where **Your** selected provider would not accept **Your Card**.

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

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

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

**“Trip”** means a journey outside **Your Country of Residence** which must commence and end in **Your Country of Residence**, or a journey within **Your Country of Residence** which must include a flight, or at least one night of pre-booked accommodation away from home. **Trip** is extended to include any journey within **Your Country of Residence** for Car Rental Benefits (Section 1.5) only. **Trips** must not exceed 90 consecutive days with a maximum 240 days during each 12 month period. The **Trip** length will be extended to 365 consecutive days for **Your Children** under the age of 25 on a Gap Year.

**“You/Your”** means the **Insured**.

## INSURANCE BENEFITS

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

### 1. WORLDWIDE TRAVEL INSURANCE

#### WHO IS COVERED

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

Age Limit for Medical Assistance and Expenses: All **Cardmembers** including **Supplementary Cardmembers** and their **Families** must be under 70 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

This Section 1 details the **Card** Travel Insurance benefits. Please note that **You** refers to an **Insured**. The following conditions apply to all claims under this Section:

- 1) **Benefit Limits:** All limits under Section 1 are per Insured and apply while on a **Trip**.
- 2) **Excess:** An excess will be applied to Section 1.2 Cancelling, Postponing and Abandoning **Your Trip**; Section 1.3 Cutting Short **Your Trip** and Section 1.4. Personal Belongings Money and Travel Documents.
- 3) **Trip Length:** You are covered for a maximum of 240 days in a 365 day period and for single **Trips** up to a maximum duration of 90 consecutive days.
- 4) **Pre-existing Medical Conditions:** You will not be eligible for benefits if **You** were previously aware of **Your** condition (See Section 1.9 General Exclusions to Card Travel Insurance).
- 5) **You** must be registered with a UK general practitioner or equivalent **Medical Practitioner** in **Your Country of Residence**.
- 6) **Usual Sports and Activities Information:** All benefits apply when participating in usual holiday sports and those included on the Sports and Winter Sports Activities list which is available by visiting [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal).
- 7) **Insurance Benefits are secondary:** **We** will only pay amounts under this **Policy** if they are not covered by other insurance, state benefits or other agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

### GAP YEAR EXTENSION TO WORLDWIDE TRAVEL INSURANCE

#### BENEFITS

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

#### 1.1 MEDICAL ASSISTANCE AND EXPENSES

**IMPORTANT:** Only **Cardmembers**, **Supplementary Cardmembers** and members of their **Family** who are under the age of 70 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 1.1.

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



If **You** have an accident or **You** are ill during **Your Trip**, contact Us as soon as **You** can on **+44 (0) 20 3126 4109**. By contacting **Us**, **We** will, where possible, arrange everything necessary for **You** including seeing a doctor or other medical professional, admission to hospital and **Your** medical treatment. **We** will also pay for necessary expenses which have been approved by **Our Senior Medical Officer**. When **You** have recovered sufficiently, if necessary **We** will arrange for **Your** travel home.

## **YOUR BENEFITS**

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

- 1) Medical treatment: Up to **£2,000,000** for necessary medical, surgical and hospital costs as a result of **You** becoming ill or being injured during **Your Trip**. In order for **Us** to evaluate the facts of the medical situation, **You** must release **Your** treating physician and **Your** registered **Medical Practitioner(s)** from their doctor/patient confidentiality.
- 2) Transport to hospital: Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital, when deemed necessary by a recognised **Medical Practitioner**, if free transport is not available.
- 3) **Your** travel home after treatment: **We** will arrange and pay for necessary costs to repatriate **You** to **Your Country of Residence** when recommended by **Our Senior Medical Officer**, including the cost of a medical escort if necessary.
- 4) Return home of **Your** travelling companions: The cost of an economy flight or standard rail ticket if their original means of transportation home cannot be used.
- 5) Dental treatment: Up to **£1,000** for emergency dental costs.
- 6) Friend or relative to extend their stay during **Your** treatment: Up to **£150** a night (maximum 10 nights) towards their meals and accommodation costs until **Our Senior Medical Officer** advises that **You** no longer require further treatment on **Your Trip**.
- 7) Friend or relative to visit **You** in hospital: If **You** are travelling alone, the cost of an economy flight or standard rail ticket and up to **£150** a night (maximum 10 nights) towards meals and accommodation costs for a friend or relative visiting **You** in hospital, or during **Your** recovery. The benefit will cease when **You** return to **Your Country of Residence**.
- 8) Hospital benefit: **£50** per night while **You** are in hospital for items to make **Your** stay more comfortable, up to a maximum total of **£500**.
- 9) Extend **Your** stay following medical treatment: Up to **£150** a night (maximum 10 nights) towards meals and accommodation costs for **You** and one other person if **Our Senior Medical Officer** advises **You** to extend **Your** stay after **Your** treatment.
- 10) Convalescence benefit: Up to **£250** a night (maximum 10 nights) towards registered nursing care and meals and accommodation costs if **Our Senior Medical Officer** advises it is necessary following **Your** return home.
- 11) Return home of **Your Children**: Reasonable travel expenses and up to **£150** a night (maximum 3 nights) towards meals and accommodation costs for a friend or relative to collect and bring home **Your Children** if **You** are unable to care for them.
- 12) Recovery of **Your** vehicle: The cost of an economy flight or standard rail ticket and up to **£150** a night (maximum 3 nights) towards meals and accommodation costs for a replacement driver to collect and bring home **Your** vehicle if it is not possible for **You** or **Your** travelling companions to drive.
- 13) Replacement colleague: The cost of an economy flight or standard rail ticket for a colleague to replace **You** following **Your** return home after **Your** treatment or if **You** are unable to continue working on **Your Trip**.
- 14) Reimbursement of any pre-paid excursion or specialised hired sports equipment: Up to **£500** if **You** have an accident, suffer an unforeseen illness or are undergoing medical treatment during **Your Trip** and a registered **Medical Practitioner** advises **You** not to continue **Your** excursion or sports activity.
- 15) Search and rescue: Up to **£100,000** for **Your** search and rescue costs.
- 16) Funeral and burial expenses: If **You** die whilst on a **Trip**, **We** will pay for either transportation of **Your** remains home or up to **£2,500** for local cremation or burial.

## **EXCLUSIONS**

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

**The following exclusions apply only to this Medical Assistance and Expenses Section 1.1.**

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

- 1) Costs not approved by **Our Senior Medical Officer**.
- 2) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 3) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.
- 4) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 5) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- 6) Costs where **You** have refused to follow the advice of **Our Senior Medical Officer**.

- 7) Treatment or costs incurred for cosmetic reasons unless **Our Senior Medical Officer** agrees that such treatment is necessary as a result of a medical emergency.
- 8) Treatment or consultations that were planned or could reasonably have been foreseen, before **Your Trip**.
- 9) Coffins or urns in excess of those which meet international airline standards.

## 1.2 CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

For the benefits under this section to apply transport and/or accommodation must have been **Purchased** in full using :

- I. the **Card**;
- II. American Express Membership Rewards® points; or
- III. Any travel rewards programmes provided the taxes and/or surcharges have been **Purchased** using the **Card**.

### YOUR BENEFITS

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

Up to **£7,500** for **Your** unused travel, accommodation, excursions and leisure activities that have been **Purchased** on the **Card Account**, which are non-refundable or any fee **You** are charged to change them if **You** cancel, postpone, change or abandon **Your Trip**, due to:

- a) **You**, or a person travelling with **You**, or a person **You** are visiting for the main purpose of **Your Trip**, having an accident, suffering an unforeseen illness or dying before **Your Trip**;
- b) **Your Close Relative**, or a **Close Relative** of a person travelling with **You**, or a **Close Relative** of a person **You** are visiting for the main purpose of **Your Trip**, having an accident, suffering an unforeseen illness or dying before or during **Your Trip**;
- c) **Your** redundancy which qualifies for redundancy payments under current legislation;
- d) **You** being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
- e) Unforeseen severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than **£25,000**;
- f) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police;
- g) **Trip Abandonment**: a delay of more than 12 hours on the outward leg of **Your Trip** as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means **You** no longer want to go on **Your Trip**. The period of delay is reduced to 6 hours for **Trips** of less than 5 days;
- h) The 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 1.9 apply to all travel insurance benefits.**

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

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

- 1) Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 2) Cancellation claims arising directly or indirectly from circumstances known to **You** when **You** apply for **Your Card** and any **Cards** on **Your Account**.
- 3) Additional costs incurred if **You** fail to notify the providers of **Your** travel, accommodation, excursions and leisure activities immediately that it is necessary for **You** to cancel **Your Trip**.
- 4) Claims where **You** are unable to supply a medical certificate from the appropriate **Medical Practitioner**, confirming the **Medical Condition** which made it necessary to cancel **Your Trip**.
- 5) The first **£50** of any claim.
- 6) Travel and/or accommodation costs not **Purchased** on the **Card Account**.

### 1.3 CUTTING SHORT YOUR TRIP

For the benefits under this section to apply transport and/or accommodation must have been **Purchased** in full using:

- I. the **Card**;
- II. American Express Membership Rewards® points; or
- III. Any travel rewards programmes provided the taxes and/or surcharges have been **Purchased** using the **Card**.
- IV. In the event of the purchase of emergency tickets to return to **Your Country of Residence**, 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.

## YOUR BENEFITS

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

- 1) If **You** cut short **Your Trip** due to:
  - a) **You**, or a person travelling with **You**, or a person **You** are visiting for the main purpose of **Your Trip**, having an accident, suffering an unforeseen illness 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, suffering an unforeseen illness or dying;
  - c) Unforeseen severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than **£25,000**; or
  - d) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

**You** will be paid up to **£7,500** in total for the:

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

## EXCLUSIONS

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

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

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

- 1) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 2) Claims arising directly or indirectly from circumstances known to **You** when **You** apply for **Your Card** and any **Cards** on **Your Account**.
- 3) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 4) Claims where **You** are unable to supply a medical certificate from the appropriate **Medical Practitioner**, confirming the **Medical Condition** which made it necessary to cut short **Your Trip**.
- 5) Subsequent claims arising from the same fault or event where the original fault has not been properly repaired where **You** cut short **Your Trip** as a result of damage or theft at **Your** home or **Your** business premises.
- 6) The first **£50** of any claim.
- 7) Travel and/or accommodation costs not **Purchased** on the **Card Account**, with the exception of purchase of emergency tickets to return to **Your Country of Residence**, if **You** are not a **Cardmember** and not travelling with a **Cardmember**.

## 1.4 PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS

For the benefits under this section to apply transport and/or accommodation must have been **Purchased** in full using:

- I. the **Card**;
- II. American Express Membership Rewards® points; or
- III. Any travel rewards programmes provided the taxes and/or surcharges have been **Purchased** using the **Card**.

## YOUR BENEFITS

This benefit applies to:

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

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

- 1) If **Your** personal belongings, money and travel documents are lost, stolen or damaged, **You** will be paid up to:
  - a) **£2,000** in total per **Trip**;
  - b) **£500** for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c) **£500** for money and travel documents limited to **£50** for **Children** under the age of 16.

- 2) **You** will be paid any necessary and reasonable additional travel and accommodation costs, and consulate fees necessary to replace travel documents for **You** to continue **Your Trip**, or return home. In an emergency **We** will provide an advance up to **£2,000** if **Your** cash, traveller's cheques or credit cards are lost or stolen and there are no other means for **You** to obtain funds. Advances are made only with prior authorisation from **American Express** and a debit is applied to the **Cardmember's Account**.
- 3) **We** will provide advice and assistance where possible and any shipment costs in replacing emergency items that are lost, stolen or damaged including prescription glasses, or contact lenses, prescriptions, and travel documents necessary for **You** to continue **Your Trip** or return home.

## EXCLUSIONS

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

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

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

- 1) Normal wear and tear.
- 2) Lost, stolen or damaged personal belongings where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- 3) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 4) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 5) Loss, theft of, or damage to, vehicles, their accessories, or items in a vehicle where there is no evidence of break in.
- 6) Any documents other than travel documents.
- 7) Damage to fragile or brittle items.
- 8) Household goods.
- 9) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 10) In respect of money, any shortages due to errors and currency fluctuations.
- 11) Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.
- 12) The first **£50** of any claim with the exception of money and travel documents limited to **£50** for **Children** under the age of 16.

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

### YOUR BENEFITS

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

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

Where mandatory rental insurance must be purchased from or via the rental company in respect of any vehicle hire, the rental company's insurance cover shall apply. The Car Rental Benefits provided with **Your Card** shall apply where rental insurance is not offered by the rental company or **You** are able to decline optional rental insurance offered.

These benefits apply to drivers named on the rental agreement which **You** are named on, subject to a maximum of 5 drivers. **You** may have no more than one rental agreement at any one time. **You** will be covered for the following:

- 1) The excess and any items **You** are responsible for under **Your** rental agreement which are stolen or damaged (including but not limited to the rental vehicle). This will apply whether or not **You** are responsible for the accident. **You** will be paid no more than the value of the rental vehicle up to **£50,000** in respect of any one accident or occurrence.
- 2) Legal expenses and assistance – Following an accident involving **Your** rental vehicle, **You** have the right to select and appoint a legal representative of **Your** choice to represent **You** in respect of any claim submitted, any legal inquiry or legal proceedings (a legal representative may only be appointed on a contingency fee basis, where lawful and applicable to do so). **You** shall provide the **Insurer** with details of the name and address of the legal representative **You** have selected. The **Insurer** may provide information about legal representatives in **Your** local area if requested to do so by **You**, or may appoint a legal representative to act on **Your** behalf should **You** so wish. Where **You** wish to appoint a legal representative

of **You** own choosing, **You** must obtain pre-approval in writing from **Us** of that legal representative's costs. **We** will cover **Your** appointed legal representative's costs to the extent that such costs do not exceed the costs that would have been incurred had **We** appointed a legal representative on **Your** behalf.

- 3) Any related compensation and legal costs up to £500,000 (or US \$1,000,000 in the USA) arising directly or indirectly from one cause if **You** are found legally liable for injuring another person or damaging their property.

## EXCLUSIONS

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

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

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

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

## 1.6 TRAVEL INCONVENIENCE

For the benefits under this section to apply travel tickets must have been **Purchased** in full using:

- a) the **Card**;
- b) American Express Membership Rewards® points; or
- c) Any travel rewards programmes provided the taxes and/or surcharges have been **Purchased** using the **Card**.

## YOUR BENEFITS

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

- 1) **You** will be reimbursed up to £150 per person for refreshment costs, or up to £300 per person (including £150 for refreshments) for additional travel and accommodation costs incurred prior to actual departure on **Your Trip** if:
  - a) Missed departure. **You** miss **Your** flight, train or ship due to an accident or breakdown of **Your** vehicle, or an accident, breakdown or cancellation of transportation on a **Public Vehicle** and no alternative is made available within 4 hours of the published departure time;
  - b) Delay, cancellation or overbooking. **Your** flight, train or ship is delayed, cancelled, or overbooked and no alternative is made available within 4 hours of the published departure time;
  - c) Missed connection. **You** miss **Your** connecting flight, train or ship 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 on **Your Trip** up to:
  - a) Baggage delay. £300 per person if **Your** checked in baggage has not arrived at **Your** destination airport within 4 hours of **Your** arrival;
  - b) Extended baggage delay. An additional £300 per person if **Your** checked in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

## EXCLUSIONS

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

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

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

- 1) Under missed departure and missed connection, claims where insufficient time has been allowed to arrive at the departure point or to arrive to connect with **Your** ongoing journey by flight, train or ship.
- 2) Additional costs where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.

- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your Trip**.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- 6) Failure to obtain a Property Irregularity Report from the relevant airline authorities confirming **Your** missing baggage at **Your** destination.
- 7) Where **You** voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.
- 8) Costs which are recoverable from any other source.

## 1.7 PERSONAL ACCIDENT WHILST ON A TRIP

### YOUR BENEFITS

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

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

- 1) **£50,000** if **You** have an accident on **Your Trip** which within 365 days causes:
  - a) death;
  - b) the complete and permanent loss of use of any limb;
  - c) the entire and irrecoverable loss of **Your** sight, speech or hearing;
  - d) permanent disablement confirmed by **Our Senior Medical Officer** that has lasted for at least 12 months preventing **You** from continuing any and every occupation and where there is no reasonable chance of recovery.
- 2) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be **£50,000** per **Trip**, unless **You** are on a **Public Vehicle** where the maximum amount is **£250,000** per **Trip**.
- 3) The benefit amount for death is reduced to **£10,000** for **Children**/grandchildren under the age of 16.

### EXCLUSIONS

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

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

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

- 1) Any claim related directly or indirectly to any **Pre-existing Medical Condition**.

## 1.8 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) Legal Assistance and Compensation (defence): **We** will pay costs and compensation **You** are liable for following an accident on **Your Trip**, if a claim is made against **You** and **You** are found legally liable for injuring another person or damaging their property and possessions up to a value of:
  - a) **£25,000** for legal defence costs;
  - b) **£1,000,000** for compensation arising directly or indirectly from one cause;
  - c) an economy flight or standard rail ticket if **You** have to attend a court.
- 2) Legal Assistance and Compensation (pursuit): If **You** have an accident or **You** are ill during **Your Trip**, and decide to seek compensation, **We** will pay:
  - a) legal costs up to **£25,000**;
  - b) an economy flight or standard rail ticket if **You** have to attend a court.

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

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

### EXCLUSIONS

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

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

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

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

### **1.9 GENERAL EXCLUSIONS TO CARD TRAVEL INSURANCE**

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

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

- 1) **Pre-existing Medical Conditions.**
- 2) Not following the advice or instructions of **Us** or **Our Senior Medical Officer**.
- 3) Travelling against the advice of a registered **Medical Practitioner**.
- 4) Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal).
- 5) Participating in or training for any professional sports.
- 6) Work-related accidents or accidents covered under any employment insurance policy.
- 7) Not taking reasonable care of yourself and **Your** personal belongings.
- 8) **Your** self-inflicted injuries except when trying to save human life.
- 9) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 10) Fear of flying or travelling on other modes of transport.
- 11) **Your** suicide or attempted suicide.
- 12) Your injuries or accidents which occur as a result of drug or alcohol abuse, or while under the influence of alcohol (above the local legal driving limit) or drugs unless prescribed by a registered **Medical Practitioner**.
- 13) Industrial action which has commenced or has been announced prior to booking **Your Trip**.
- 14) **Trips** in, or booked to, locations where a government agency has advised against travel (except in relation to pandemics or known events – see exclusion 15) or which are officially under embargo by the United Nations other than as specifically covered in Section 1.2 sub-clause (h).
- 15) Any claim resulting from travel restrictions imposed by Governmental Offices relating to **Trips** booked after the World Health Organisation declaring a pandemic or known event.
- 16) Any fraudulent, dishonest or criminal act committed **by** You, or anyone with whom **You** are in collusion.
- 17) Confiscation or destruction of Your personal belongings by any government, customs or public authority.
- 18) Terrorist activities except while on a Public Vehicle.
- 19) Declared or undeclared war or hostilities.
- 20) Actual or alleged exposure to biological, chemical, nuclear or radioactive material or substance.
- 21) Costs which are recoverable from any other source.
- 22) **Your** failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

### **2. PURCHASE PROTECTION AND REFUND PROTECTION**

This Section 2 details the **Card** Purchase Protection and Refund Protection benefits. Purchase Protection and Refund Protection insurance cover is provided when eligible items are purchased on the **Card Account** by the **Cardmember** or **Supplementary Cardmembers**. These insurance benefits are secondary: **We** will only pay amounts if they are not covered by other insurance or agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

## 2.1 PURCHASE PROTECTION

### YOUR BENEFITS

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

If an item **You** buy is stolen or damaged within 90 days of purchase, **You** will be paid:

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

### EXCLUSIONS

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

- 1) The first **£50** of any claim.
- 2) Normal wear and tear.
- 3) Damage caused intentionally by **You**.
- 4) Damage to items caused by product defects.
- 5) Theft of or damage to items where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- 6) Theft not reported to the police within 48 hours of discovery and a written report obtained.
- 7) Not taking reasonable care of items or leaving them unattended in a public place.
- 8) Theft of, or damage to, vehicles and their parts.
- 9) Theft of or damage to money, or other cash equivalents, travellers cheques or tickets.
- 10) Theft of or damage to animals, plants and perishable goods.
- 11) Any fraudulent, dishonest or criminal act committed by **You** or anyone with whom **You** are in collusion.
- 12) Confiscation or destruction of purchases by any government, customs or public authority.
- 13) Any portion of the purchase price not charged to **Your Card Account**.

## 2.2 REFUND PROTECTION

### YOUR BENEFITS

This benefit applies to items purchased on the **Card Account** for personal use that have had no previous owner and were not purchased privately. Only items purchased from a retailer operating in the UK with premises at a UK address are covered. If a retailer will not take back an unused item **You** purchased on the **Card Account** within 90 days of purchase, **You** will be paid:

- a. the purchase price of the item or **£300**, whichever is the lower.
- b. **You** will only be paid up to a maximum of **£1,000** under this Refund Protection Section 1.2 in any 12 month period.

### EXCLUSIONS

**You** will not be covered for:

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

## HOW TO CLAIM

### CLAIMS AND ASSISTANCE

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal) or call Platinum Card Services on **0800 917 8054** or in a medical emergency **+44 (0) 20 3126 4109**. Please be ready to provide **Your Card** number, which should be used as Your reference number.

### CLAIMS CONDITIONS AND REQUIREMENTS

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



- 6) **You** must provide all the following items, information and documentation and anything else reasonably requested by **Us** in order to make a claim. These must be provided at **Your** own expense.

#### WORLDWIDE TRAVEL INSURANCE

<b>Benefit</b>	<b>Information required</b>
General	<ul style="list-style-type: none"> <li>• <b>Your Card</b> number</li> <li>• Proof that <b>You</b> were on a <b>Trip</b></li> <li>• All documents must be original</li> <li>• Completed claim form when needed</li> <li>• The name of <b>Your</b> treating registered <b>Medical Practitioner</b></li> </ul>
Medical Assistance and Expenses	<ul style="list-style-type: none"> <li>• Invoices and medical report detailing medical treatment and costs <b>You</b> have paid</li> <li>• Any unused tickets</li> </ul>
Cancelling, Postponing and Abandoning <b>Your Trip</b>	<ul style="list-style-type: none"> <li>• Approved medical certificates</li> <li>• Any unused tickets or <b>Trip</b> invoices</li> <li>• Evidence from the appropriate organisation detailing the cause and duration of the delay if <b>You</b> abandon <b>Your Trip</b></li> <li>• Booking and cancellation invoiced from providers of services</li> <li>• Independent documentation proving any non-medical reason for cancellation</li> <li>• Proof that <b>You</b> have purchased accommodation and transportation on <b>Your Card</b>, or the name and address of the merchant, in the event that <b>Your</b> chosen provider would not accept <b>Your Card</b> (This does not apply if <b>You</b> do not have a <b>Card</b> and were not travelling with a <b>Cardmember</b>)</li> </ul>
Cutting Short <b>Your Trip</b>	<ul style="list-style-type: none"> <li>• Approved medical certificates</li> <li>• Any unused tickets or <b>Trip</b> invoices</li> <li>• Invoices and receipts for costs <b>You</b> have paid</li> <li>• Independent documentation proving any non-medical reason for cutting short <b>Your Trip</b></li> <li>• Proof that <b>You</b> have purchased accommodation and transportation on <b>Your Card</b>, or the name and address of the merchant, in the event that <b>Your</b> chosen provider would not accept <b>Your Card</b> (This does not apply if <b>You</b> do not have a <b>Card</b> and were not travelling with a <b>Cardmember</b>)</li> </ul>
Personal Belongings, Money and Travel Documents	<ul style="list-style-type: none"> <li>• Report from police or provider of accommodation or transport</li> <li>• Proof of ownership</li> <li>• Damaged personal belongings</li> </ul>
Car Rental Benefits – Theft, Damage and Liability	<ul style="list-style-type: none"> <li>• Rental Agreement</li> <li>• Accident Report</li> <li>• Approved medical certificates</li> </ul>
Travel Inconvenience	<ul style="list-style-type: none"> <li>• Travel Ticket</li> <li>• Public transport operator's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>• Airline confirmation (Property Irregularity Report) including details of baggage return date and time</li> <li>• Itemised receipts and proof of purchases made using <b>Your Card</b>. If <b>You</b> are not a <b>Cardmember</b> and not travelling with a <b>Cardmember</b>, and an alternative payment method has been used, <b>You</b> will still need to provide proof of purchase</li> <li>• Proof that <b>You</b> have purchased travel tickets on <b>Your Card</b> or the name and address of the merchant, in the event that <b>Your</b> chosen provider would not accept <b>Your Card</b>. (This does not apply if <b>You</b> do not have a <b>Card</b> and were not travelling with a <b>Cardmember</b>)</li> <li>• Evidence from the appropriate organisation detailing the cause of the delay if <b>You</b> miss <b>Your</b> departure</li> </ul>
Personal Accident	<ul style="list-style-type: none"> <li>• Evidence from the appropriate organisation detailing the accident</li> <li>• Approved medical reports</li> </ul>
Legal Assistance and Compensation	<ul style="list-style-type: none"> <li>• Relevant legal documents</li> <li>• Evidence of incident as appropriate</li> </ul>

## PURCHASE PROTECTION AND REFUND PROTECTION

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

## POLICY CONDITIONS

### DURATION OF COVER

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

### VARIATION OF COVER

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

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

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

### CANCELLATION OF COVER

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

### LAW & 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.

### 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 **+44 (0) 800 917 8054** (select option for Insurance) or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express  
Global Customer Research and Solutions  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom  
Email: [insuranceexec@aexp.com](mailto:insuranceexec@aexp.com)

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: **0800 023 4 567**  
From a mobile: **0300 123 9123**  
From abroad: **+44 20 7964 0500**  
Fax: **020 7964 1001**  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

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

American Express Services Europe Limited, Chubb European Group SE and Inter Partner Assistance are covered by the FSCS. **You** may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS:

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

#### **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 and collision damage waiver sections 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
- f) 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 who 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](mailto:dataprotectionenquiries@axa-assistance.co.uk)  
 Or  
 Data Protection Officer  
 Chubb, 100 Leadenhall Street  
 London  
 EC3A 3BP  
 Email: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

Our full privacy notice is available at: [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy) or <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>  
 Alternatively, a hard copy is available on request on request.

## MATERIAL DISCLOSURE

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

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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. Registered office: 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 and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.