

# American Express® Trip Cancel Guard™

## Cancellation Fee Waiver

### Terms & Conditions

Revised May 2022

The American Express Trip Cancel Guard is an optional benefit enabling **Eligible Beneficiaries** to receive partial reimbursement for **Eligible Trip Itineraries** purchased through American Express TRS that are cancelled for any reason at least 2 full calendar days before the **Departure Date** and before the **Benefit End Date**. This benefit is a cancellation fee waiver and is not an insurance product. Trip Cancel Guard is only available for purchase through American Express TRS at the time of the **Eligible Trip Itinerary** booking. With this benefit, the **Eligible Beneficiaries** may receive reimbursement for up to 75% of **Nonrefundable Prepaid Expenses** listed on the **Eligible Trip Itinerary** purchased through American Express TRS as stated on **Your Schedule of Benefits**. Reimbursement is subject to requirements and restrictions.

### Trip Cancellation and Reimbursement Process

#### Eligible Trip Itinerary Cancellation

1. You may cancel all or part of **Your Eligible Trip Itinerary** and may receive reimbursement for up to the amount stated on **Your Schedule of Benefits**, subject to the notice and timing requirements of this benefit. You may also cancel itineraries for each **Eligible Beneficiary** listed on the **Eligible Trip Itinerary**.
2. In order to be eligible for this benefit, You must cancel your **Eligible Trip Itinerary** with TLS or the airline carrier before your **Benefit End Date**.
  - If You cancel Your trip after Your **Benefit End Date** during the two (2) full day restricted period before Your **Departure Date**, You will no longer be eligible to make a **Request for Reimbursement**. If You are no longer eligible to make a **Request for Reimbursement**, any trip cancellation penalties or lost **Nonrefundable Prepaid Expenses** are not eligible for reimbursement under American Express Trip Cancel Guard.

#### Eligible Trip Itinerary Request for Reimbursement

1. You may complete a **Request for Reimbursement** at [www.americanexpress.com/protectionbenefits](http://www.americanexpress.com/protectionbenefits) or by calling the **Benefit Administrator** at 1-800-228-6855. The **Benefit Administrator** must be notified no more than thirty (30) days after trip cancellation, or as soon as reasonably possible.
2. The **Benefit Administrator** will review the **Request for Reimbursement** and may request additional materials from You to support the **Request for Reimbursement**. Additional information must be submitted no more than sixty (60) days from the time of request, or as soon as reasonably possible.
  - In order for the **Benefit Administrator** to evaluate a **Request for Reimbursement**, You must cooperate by providing any requested documents or statements that determine the amount of **Nonrefundable Prepaid Expenses** and whether the **Eligible Trip Itinerary** cancellation is eligible for reimbursement by another benefit or plan.
3. If a **Request for Reimbursement** is approved by the **Benefit Administrator**, reimbursement will be paid directly and separately to each of the **Eligible Beneficiaries** included in the **Request for Reimbursement** at the address provided for each **Eligible Beneficiary** in the **Request for Reimbursement**.
  - If You receive a travel voucher and/or credit from Your travel supplier, Your **Request for Reimbursement** may not be eligible for reimbursement until the travel voucher and/or credit is forfeited or has expired. You may contact the **Benefit Administrator** to reopen the **Request for Reimbursement** once Your travel voucher and/or credit is forfeited or has expired.
  - Any amount payable to a minor will be paid to a guardian of that minor

## [Benefit Communication](#)

### **General Administration**

We will communicate directly with the purchaser of this benefit on behalf of all **Eligible Beneficiaries**, unless We are told to communicate directly with any **Eligible Beneficiary** by that **Eligible Beneficiary**.

### **Request for Reimbursement**

When completing a **Request for Reimbursement**, an individual may indicate that they are authorized to provide the address and contact information for other **Eligible Beneficiaries** listed in the **Schedule of Benefits**, in which case we will communicate with those **Eligible Beneficiaries** unless directed otherwise.

## [Benefit Cancellation](#)

The purchaser of this benefit may cancel for a full refund of the fees paid for Trip Cancel Guard within fourteen (14) calendar days after the date of purchase. The purchaser of this benefit will not be eligible for a refund of fees paid if:

- You have cancelled **Your Eligible Trip Itinerary** and made a **Request for Reimbursement** during this period OR
- The request for refund occurs after the **Benefit End Date** stated on **Your Schedule of Benefits**

To request a refund of the fees paid for Trip Cancel Guard, please call the **Benefit Administrator** at 1-800-228-6855.

## [What do the Defined Terms mean?](#)

**Capitalized and Bolded** terms have the meanings set forth below. The singular includes the plural and the plural includes the singular, as the context requires. The singular includes the possessive, as the context requires. "Including" and any derivative form means "including but not limited to".

**American Express TRS** means American Express Travel Related Services Company, Inc.

**Benefit Administrator** means the administrator of this benefit for **American Express TRS**.

**Benefit Effective Date** means the date on which Trip Cancel Guard was purchased, as stated in **Your Schedule of Benefits**.

**Benefit End Date** means 11:59 PM on the date listed on **Your Schedule of Benefits** at **Your** city of departure that is listed on **Your Eligible Trip Itinerary**.

**Departure Date** means the date on which an **Eligible Beneficiary** is originally scheduled to depart on the **Eligible Trip Itinerary**.

**Eligible Beneficiary** means any traveler listed on the **Eligible Trip Itinerary** and named on the **Schedule of Benefits** who is eligible to receive reimbursement through Trip Cancel Guard. This benefit only applies to **Eligible Trip Itineraries** with 10 or fewer listed travelers.

**Eligible Trip Itinerary or Trip** means the one original itinerary containing standalone airfare only and trip ID purchased through **American Express TRS'** travel website, AmexTravel.com, at the same time you purchased this optional benefit and that has no more than 10 named **Eligible Beneficiaries**.

**Nonrefundable Prepaid Expenses** are:

- Forfeited payments or deposits (including expired or forfeited travel credit and vouchers)
- Airline cancellation or penalty fees charged to and paid by **You** caused by **Eligible Trip Itinerary** cancellation

**Request for Reimbursement** means a request made by **You** to the **Benefit Administrator** to reimburse **Eligible Beneficiaries** for loss of up to 75% of **Nonrefundable Prepaid Expenses** linked to an **Eligible Trip Itinerary** that

You cancel at least two (2) full calendar days before the **Departure Date**. You can make a request by providing notice and documentation required by the **Benefit Administrator** that states the amount of **Nonrefundable Prepaid Expenses** to be reimbursed up to the amount stated on **Your Schedule of Benefits**. If the purchaser of this benefit is not a traveler then they are not an **Eligible Beneficiary** and are not eligible to receive reimbursement.

**Schedule of Benefits** means the summary of benefits for all **Eligible Beneficiaries** under Trip Cancel Guard.

**TLS** means the American Express Travel & Lifestyle Services division of **American Express TRS**

**You** means the purchaser of Trip Cancel Guard and **Eligible Beneficiaries** entitled to cancel all or part of an **Eligible Trip Itinerary** and complete a **Request for Reimbursement**.

### [Integrated Document](#)

The terms and conditions of Trip Cancel Guard are stated in this terms and conditions document and the **Schedule of Benefits**. This terms and conditions document and the **Schedule of Benefits**, plus the **Eligible Trip Itinerary** are the integrated benefit contract.

### [American Express TRS's Right of Recovery](#)

If payment is made under this benefit, **American Express TRS** shall be subrogated, to the extent of such payment, to all rights of recovery, and any person(s) receiving payment shall not waive **American Express TRS's** rights and shall cooperate to enable **American Express TRS** to bring suit or otherwise pursue subrogation.

**American Express TRS** is entitled to recover any amount from other responsible parties or persons (excluding **You** when correctly provided benefits under Trip Cancel Guard) up to the amount of **American Express TRS's** payment. Any party or person recovering such amounts from other parties or persons shall reimburse **American Express TRS** to the extent of **American Express TRS's** payment.

### [Fraud Warning](#)

If any **Request for Reimbursement** made under this benefit is determined to be fraudulent, or if any fraudulent means or devices are used by **You** or a person requesting benefits, all benefits will be forfeited.

## [ARBITRATION CLAUSE](#)

MOST CONCERNS CAN BE RESOLVED QUICKLY AND TO **YOUR** SATISFACTION BY CALLING **BENEFIT ADMINISTRATOR** AT 1-800-228-6855. IN THE UNLIKELY EVENT THAT **BENEFIT ADMINISTRATOR** IS UNABLE TO RESOLVE A COMPLAINT **YOU** MAY HAVE TO **YOUR** SATISFACTION (OR IF **AMERICAN EXPRESS TRS** HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH **YOU** AFTER ATTEMPTING TO DO SO INFORMALLY), **YOU** AND **AMERICAN EXPRESS TRS** EACH AGREE TO RESOLVE THOSE COMPLAINTS OR DISPUTES THROUGH BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW.

ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

(a) **American Express TRS** and **You** agree to arbitrate all complaints and disputes relating to the benefit, except any complaints and disputes which under governing law are not subject to arbitration. This agreement to arbitrate (the "**Agreement**") is intended to be broadly interpreted and to make all complaints and disputes relating to the benefit subject to arbitration to the fullest extent permitted by law.

You agree that You and American Express TRS are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Arbitration Notice"). The Arbitration Notice to American Express TRS should be addressed to:

American Express ADR  
c/o CT Corporation System,  
111 Eighth Avenue, New York, NY 10011

(the "Arbitration Notice Address"). The Arbitration Notice must describe the nature and basis of the complaint or dispute and set forth the specific relief You seek from American Express TRS (the "Demand"). Please retain a copy of the Demand for Your records.

If American Express TRS and You do not reach an agreement to resolve the complaint or dispute within 30 days after the Arbitration Notice is received, You or American Express TRS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by American Express TRS or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or American Express TRS is entitled.

(c) After American Express TRS receives notice at the Arbitration Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee. If You are unable to pay this fee, American Express TRS will pay it directly upon receiving a written request at the Arbitration Notice Address. Arbitration may be referred to either JAMS (1-800-352-5267, [jamsadr.com](http://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [www.adr.org](http://www.adr.org)), as selected by the party electing arbitration. Complaints and disputes will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the complaint or dispute is filed, except where those rules conflict with this Agreement. If we choose the organization, You may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information.

The arbitrator shall be bound by the terms of this Agreement. The arbitrator shall have the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. The arbitrator shall have no power or authority to alter the Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section. Unless American Express TRS and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your complaint is for \$10,000 or less, we agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the selected organization's rules. If Your complaint exceeds \$10,000, the right to a hearing will be determined by the selected organization's rules. Except as otherwise provided for herein, American Express TRS will pay all of selected organization's filing fees, however, the parties will be equally responsible for any administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your complaint or dispute or the relief sought in the Arbitration Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the selected organization's rules. In such case, You agree to reimburse American Express TRS for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules.

(d) The arbitrator may make rulings and resolve complaints and disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the selected organization's rules.

(e) Discovery and/or the exchange of non-privileged information relevant to the complaint or dispute will be governed by the selected organization's rules.

(f) **YOU, AND AMERICAN EXPRESS TRS** AGREE THAT EACH MAY BRING COMPLAINTS OR DISPUTES AGAINST THE OTHER ONLY IN **YOUR** OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both **You** and **American Express TRS** agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.