



**DON'T** *do business* **WITHOUT IT**™

# Insurance Terms & Conditions.

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

## Important Changes to The Nectar Credit Card Travel Assistance Benefit Provider.

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

## Summary of changes.

### WHAT IS HAPPENING?

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

### WHAT'S IN IT FOR YOU?

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

#### Now

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

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

You will be able to access AXA's online services for claims and assistance via your [americanexpress.co.uk/insuranceportal](https://americanexpress.co.uk/insuranceportal) for trips made prior to 31 December 2024 inclusive.

#### From 1 January 2025

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

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

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

This will be available at [americanexpress.co.uk/insuranceportal](https://americanexpress.co.uk/insuranceportal) from 1 January 2025.

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

## IMPORTANT INFORMATION:

### Changes:

#### Your personal data, data protection and privacy

Europ Assistance explain how they use your personal data, This covers:

- what they collect and why.
- who they share your personal data with and why.
- how they protect your data and your privacy rights.

These become effective from 1 January 2025 when enrolling with the Insurer and making a claim.

For the full Europ Assistance Privacy Policy please visit [go.amex/europ-assistance-privacy](https://go.amex/europ-assistance-privacy).

### Clarifications:

#### Travel restricted destinations

Trips to Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's regions, and Belarus and Russian Federation are not covered within the terms.

United States persons travelling to Cuba and/or Venezuela must provide evidence that travel was in compliance with United States laws.

#### Customer Service & Complaints

If you are unhappy with the service provided by American Express, or any of the Insurers, complaints can be made by writing to American Express Global Customer Research and Solutions, Department 333, 1 John Street, Brighton, BN88 1NH, United Kingdom.

Or telephone: 0800 032 7410.

If you are unhappy with our response to your complaint, you may be able to refer it to the Financial Ombudsman Service who will usually review your complaint if you refer it within six months of the date of our final response letter.

Contact details are provided in the terms and conditions and a leaflet explaining its procedure is available on request. For details on eligible complainants, this can be obtained from the Financial Ombudsman Service.

## Would you like more information?

- Please visit [go.amex/insurance-faqs](https://go.amex/insurance-faqs) for frequently asked questions that will provide you more guidance about this change.

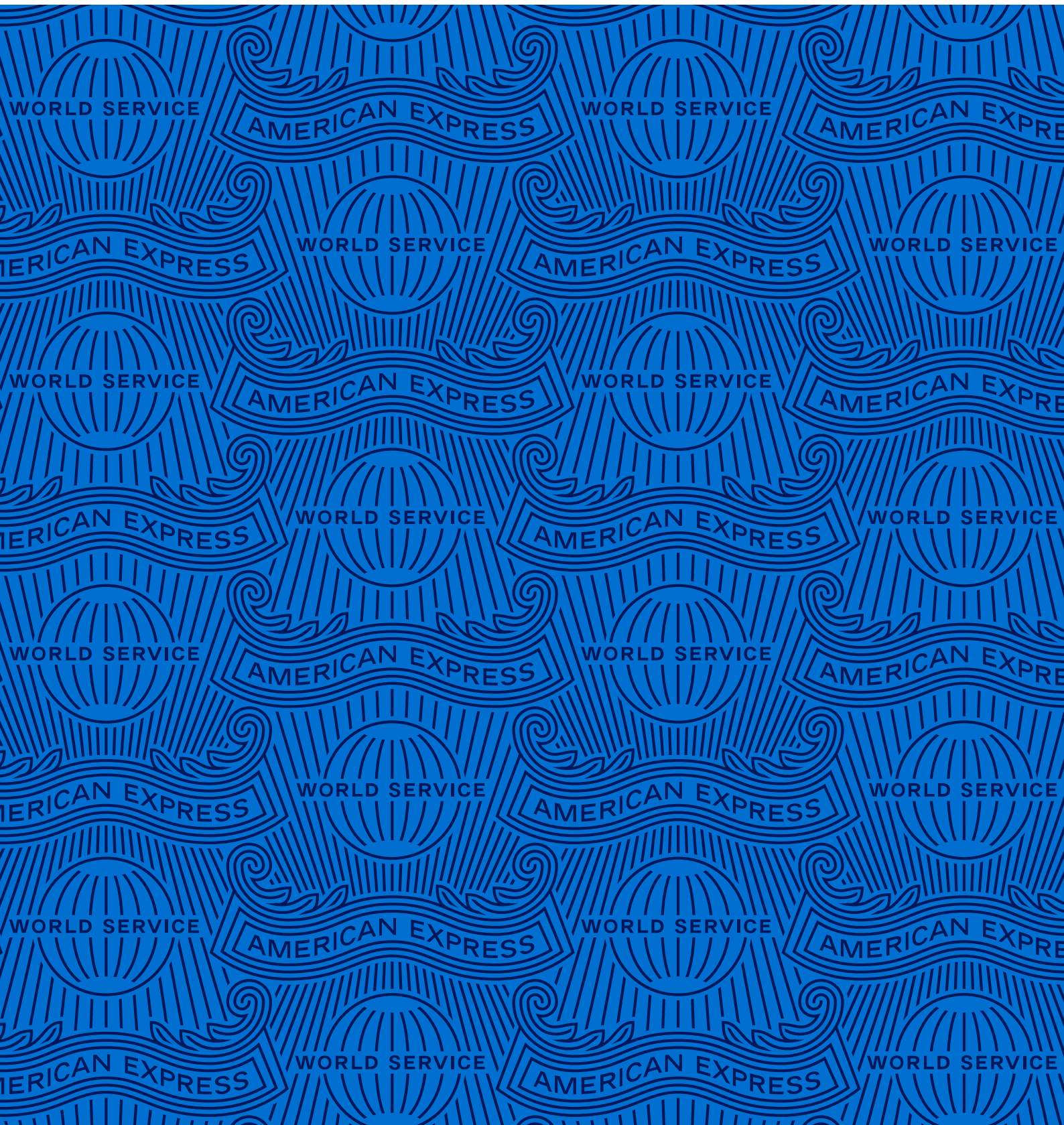
## What action do I need to take?

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



# American Express Insurance Terms & Conditions.

CURRENT TERMS VALID UP TO AND INCLUDING 31 DECEMBER 2024.



# AMERICAN EXPRESS PURCHASE PROTECTION AND REFUND PROTECTION INSURANCE

## Insurance Product Information Document

CHUBB®

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

## Product: The Nectar Credit Card / The Nectar Business Credit Card from American Express

This document provides a summary of the main cover and exclusions. It is not personalised to your specific individual circumstances. Complete pre-contractual and contractual information about this product is provided in your policy document.

### What is this type of insurance?

This insurance helps protect your purchases made with your American Express Card.



#### What is insured?

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

##### Purchase Protection

- ✓ Up to £2,500 towards repair or replacement if an eligible item purchased on the Card account is stolen or damaged within 90 days of purchase. Max cover is £20,000 in a 12 month period.

##### Refund Protection

- ✓ Up to £200 per item if a UK retailer will not take back an eligible item purchased on the Card account within 90 days of purchase. Max cover is £750 in a 12 month period.









#### What is not insured?

##### Purchase Protection

- ✗ Second hand items.
- ✗ Normal wear and tear.
- ✗ Damage caused intentionally or caused by product defects.
- ✗ Theft of or damage to animals, plants and perishable goods.
- ✗ Theft of or damage of items left unattended and/or not reported to police within 48 hours.
- ✗ Deduction for wear and tear.
- ✗ Any portion of the purchase price not charged to your Card account.
- ✗ Theft of, or damage to money, or other cash equivalents, travellers cheques or tickets.
- ✗ Theft of or damage to items where you have failed to take sufficient care of them or have left them unsecured or out of your reach.
- ✗ Any fraudulent, dishonest, or criminal act committed by you or anyone with whom you are in collusion.

##### Refund Protection

- ✗ Items costing less than £25.
- ✗ Items that have had a previous owner.
- ✗ Items bought privately.
- ✗ Items from a non-UK retailer.
- ✗ Items that are not in a new and saleable condition, free from all defects and in a good working order.

	<p>✘ Jewellery, precious stones, rare and precious coins or stamps; one of a kind type items including antiques, art works 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.</p>
	<p> <b>Are there any restrictions on cover?</b></p> <ul style="list-style-type: none"> <li>! All benefits are dependent on the use of the Card.</li> <li>! <b>Purchase Protection</b> – A £50 excess applies on each claim.</li> <li>! <b>Purchase/Refund Protection</b> – items damaged, stolen or not accepted by the retailer must be within 90 days of purchase.</li> </ul>
<p> <b>Where am I covered?</b></p>	<p>✓ For Purchase Protection and Refund Protection purchases made in the UK with UK retailers.</p>
<p> <b>What are my obligations?</b></p>	<p>Purchase Protection and Refund Protection is provided for the Cardmember and supplementary Cardmembers, their respective partners or spouses living at the same address and dependent children under the age of 23. All insurance benefits are dependent on the use of the Card.</p> <p><b>During the period of insurance</b></p> <ul style="list-style-type: none"> <li>• You must supply, at your own expense, any documentation, information and evidence we reasonably require.</li> <li>• Reasonable care must be taken to protect personal belongings.</li> </ul> <p><b>In the event of a claim</b></p> <ul style="list-style-type: none"> <li>• If you need to submit a non-emergency insurance claim, please visit <a href="http://americanexpress.co.uk/insuranceportal">americanexpress.co.uk/insuranceportal</a></li> <li>• Alternatively Call <b>+44 (0) 1293 725 800</b></li> <li>• Email us at <a href="mailto:uk.claims@chubb.com">uk.claims@chubb.com</a></li> <li>• Web: <a href="http://www.chubbclaims.com/amex/uk-en/welcome.aspx">www.chubbclaims.com/amex/uk-en/welcome.aspx</a></li> </ul> <p><b>Purchase Protection/Refund Protection</b> – You must provide proof of purchase including receipt from retailer. For Refund Protection, purchased items must be in original packaging.</p>
<p> <b>When and how do I pay?</b></p>	<p>The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with Chubb for the benefit of its Cardmembers. There is no additional charge or premium for this insurance.</p>
<p> <b>When does the cover start and end?</b></p>	<p>The cover starts when you take out the Card and continues for as long as you have the Card. It covers eligible purchases you make with your Card, subject to insurance policy terms and conditions.</p>
<p> <b>How do I cancel the contract?</b></p>	<p>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.</p>

## **YOUR INSURANCE DOCUMENTATION –THE NECTAR CREDIT CARD/THE NECTAR BUSINESS CREDIT CARD FROM AMERICAN EXPRESS**

Contents:

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: **+44 (0) 345 841 0059**.

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 below. 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: **0800 032 7401**

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** or **+44 20 7964 0500** (from abroad)  
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](https://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 Nectar Credit Card is offered by American Express Services Europe Limited registered office: 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.

### 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 Purchase Protection and Refund Protection 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?

The Nectar Credit Card is offered by American Express Services Europe Limited registered office: 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. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### 6 Ownership

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

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

If you wish to register a complaint, please contact:

In writing:

American Express

Global Customer Research and Solutions

Department 333

1 John Street

Brighton BN88 1NH

United Kingdom

Telephone: **0800 032 7401**

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

### 8 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 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 Nectar Credit Card /Nectar Business Credit Card under the group policy of insurance held by American Express Services Europe Limited with Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and Chubb European Group SE 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.

All benefits are dependent on the use of the Card.

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

### DEFINITIONS

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

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

“**Account**” or “**Card Account**” means **Your** Nectar Credit **Card** / Nectar Business Credit **Card** account with **American Express** on which **Your** Nectar Credit **Card** / Nectar Business Credit **Card** is issued.

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

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

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

“**Children**” means any of **Your Children** (including step-**Children**, fostered or adopted **Children**) under the age of 23, who are legally dependent on **You** and who are not in full time employment.

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

“**Our/Us/We/Insurer**” means:

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

“**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**.

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

“**You/Your/Insured**” means (i) **Cardmembers** and their **Families**, (ii) **Supplementary Cardmembers** and their **Families**.

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

This Section details the Purchase Protection and Refund Protection benefits provided with the **Card**.

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

#### **1.1 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**.

#### **1.2 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 the purchase price of the item or **£200**, whichever is the lower. **You** will only be paid up to a maximum of **£750** 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.

## GLOBAL ASSISTANCE

This section details the Global Assist benefit provided with the **Card**.

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

If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to **£250**.

Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.

In case of legal difficulties, Global Assist will put **You** in touch with the relevant embassy or consulate, provide the name of a local lawyer, and an advance of legal fees up to **£250**. **You** can be advanced up to **£250** if **Your** money is lost or stolen and no other means of obtaining cash is available.

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

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

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

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

## HOW TO CLAIM

### CLAIMS AND ASSISTANCE

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](http://americanexpress.com/uk/insuranceportal) or call: **+44 (0) 345 841 0059**.

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 of the incident or event giving rise to the claim.
- 2) **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.
- 3) Interest will only be paid on claims if payment has been unreasonably delayed following **Our** receipt of all the required information.
- 4) Please ensure **You** keep copies of all documentation sent to substantiate a claim.
- 5) **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.

Benefit	Information required
General	<ul style="list-style-type: none"> <li>• <b>Your Card</b> number</li> <li>• All documents must be original</li> <li>• Completed claim form when needed</li> </ul>

## PURCHASE PROTECTION AND REFUND PROTECTION

Benefit	Information required
Purchase Protection	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the item on <b>Your Card</b></li><li>• Receipt from retailer</li><li>• Report from police detailing theft</li><li>• Damaged items</li></ul>
Refund Protection	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the item on <b>Your Card</b></li><li>• Receipt from retailer</li><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) 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 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 **0800 032 7401** 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

**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. 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**  
or **+44 20 7964 0500** (from abroad)  
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 and Chubb European Group SE 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 S.A. 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: [axapartners.com/en/page/en.privacy-policy](https://axapartners.com/en/page/en.privacy-policy) or <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>  
 Alternatively, a hard copy is available 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.

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

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

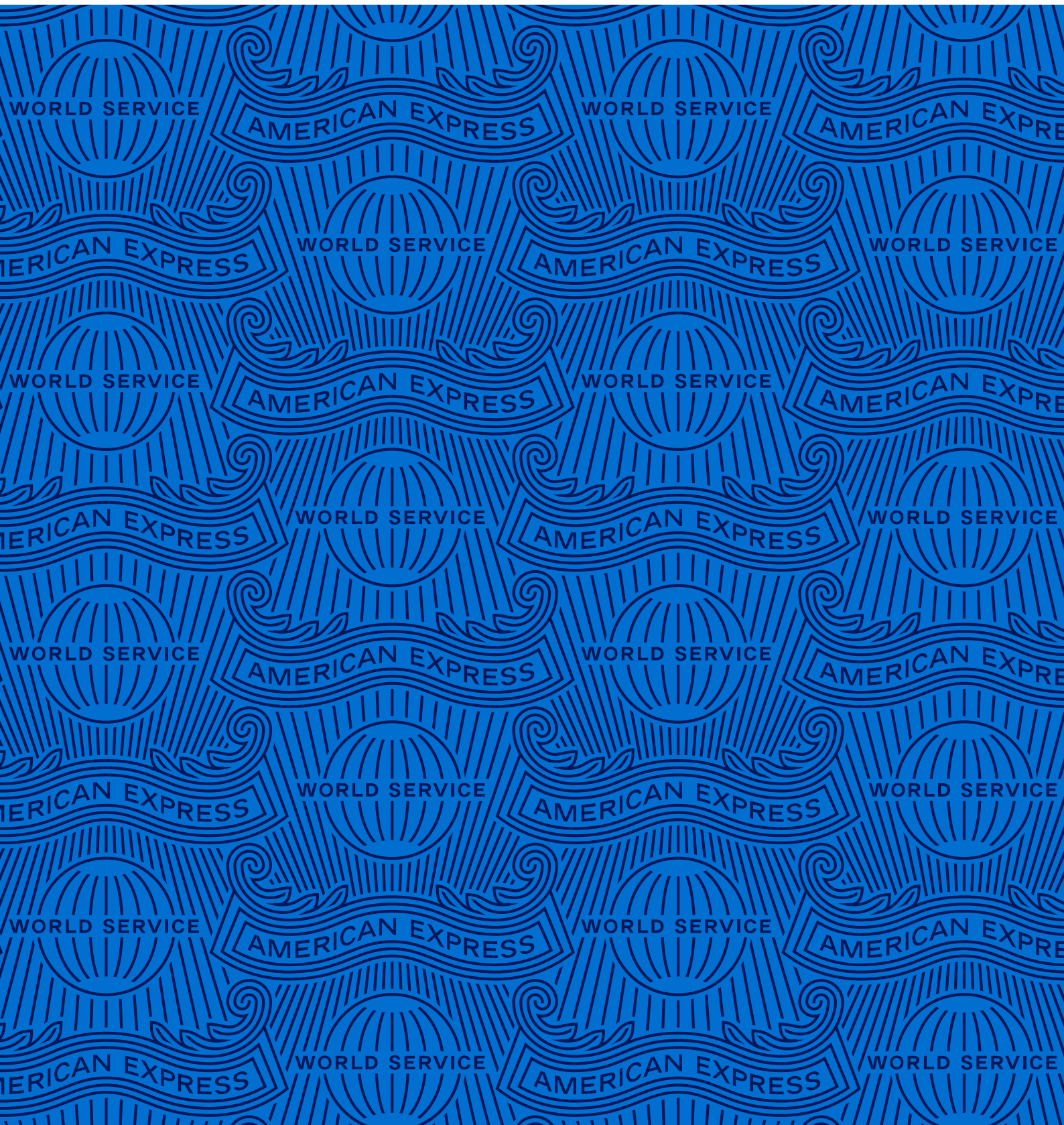
The Global Assist benefit is serviced by Inter Partner Assistance S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject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

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

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

# American Express Insurance Terms & Conditions.

TERMS VALID STARTING 1 JANUARY 2025.



# AMERICAN EXPRESS PURCHASE PROTECTION AND REFUND PROTECTION INSURANCE

## Insurance Product Information Document

CHUBB®

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

## Product: The Nectar Credit Card / The Nectar Business Credit Card from American Express

This document provides a summary of the main cover and exclusions. It is not personalised to your specific individual circumstances. Complete pre-contractual and contractual information about this product is provided in your policy document.

### What is this type of insurance?

This insurance helps protect your purchases made with your American Express Card.



#### What is insured?

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

##### Purchase Protection

- ✓ Up to £2,500 towards repair or replacement if an eligible item purchased on the Card account is stolen or damaged within 90 days of purchase. Max cover is £20,000 in a 12 month period.

##### Refund Protection

- ✓ Up to £200 per item if a UK retailer will not take back an eligible item purchased on the Card account within 90 days of purchase. Max cover is £750 in a 12 month period.



#### What is not insured?







##### Purchase Protection

- ✗ Second hand items.
- ✗ Normal wear and tear.
- ✗ Damage caused intentionally or caused by product defects.
- ✗ Theft of or damage to animals, plants and perishable goods.
- ✗ Theft of or damage of items left unattended and/or not reported to police within 48 hours.
- ✗ Deduction for wear and tear.
- ✗ Any portion of the purchase price not charged to your Card account.
- ✗ Theft of, or damage to money, or other cash equivalents, travellers cheques or tickets.
- ✗ Theft of or damage to items where you have failed to take sufficient care of them or have left them unsecured or out of your reach.
- ✗ Any fraudulent, dishonest, or criminal act committed by you or anyone with whom you are in collusion.

##### Refund Protection

- ✗ Items costing less than £25.
- ✗ Items that have had a previous owner.
- ✗ Items bought privately.
- ✗ Items from a non-UK retailer.
- ✗ Items that are not in a new and saleable condition, free from all defects and in a good working order.



	<p>✘ Jewellery, precious stones, rare and precious coins or stamps; one of a kind type items including antiques, art works 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.</p>
	<p> <b>Are there any restrictions on cover?</b></p> <ul style="list-style-type: none"> <li>! All benefits are dependent on the use of the Card.</li> <li>! <b>Purchase Protection</b> – A £50 excess applies on each claim.</li> <li>! <b>Purchase/Refund Protection</b> – items damaged, stolen or not accepted by the retailer must be within 90 days of purchase.</li> </ul>
<p> <b>Where am I covered?</b></p>	<p>✓ For Purchase Protection and Refund Protection purchases made in the UK with UK retailers.</p>
<p> <b>What are my obligations?</b></p>	<p>Purchase Protection and Refund Protection is provided for the Cardmember and supplementary Cardmembers, their respective partners or spouses living at the same address and dependent children under the age of 23. All insurance benefits are dependent on the use of the Card.</p> <p><b>During the period of insurance</b></p> <ul style="list-style-type: none"> <li>• You must supply, at your own expense, any documentation, information and evidence we reasonably require.</li> <li>• Reasonable care must be taken to protect personal belongings.</li> </ul> <p><b>In the event of a claim</b></p> <ul style="list-style-type: none"> <li>• If you need to submit a non-emergency insurance claim, please visit <a href="http://americanexpress.co.uk/insuranceportal">americanexpress.co.uk/insuranceportal</a></li> <li>• Alternatively Call <b>+44 (0) 1293 725 800</b></li> <li>• Email us at <a href="mailto:uk.claims@chubb.com">uk.claims@chubb.com</a></li> <li>• Web: <a href="http://www.chubbclaims.com/amex/uk-en/welcome.aspx">www.chubbclaims.com/amex/uk-en/welcome.aspx</a></li> </ul> <p><b>Purchase Protection/Refund Protection</b> – You must provide proof of purchase including receipt from retailer. For Refund Protection, purchased items must be in original packaging.</p>
<p> <b>When and how do I pay?</b></p>	<p>The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with Chubb for the benefit of its Cardmembers. There is no additional charge or premium for this insurance.</p>
<p> <b>When does the cover start and end?</b></p>	<p>The cover starts when you take out the Card and continues for as long as you have the Card. It covers eligible purchases you make with your Card, subject to insurance policy terms and conditions.</p>
<p> <b>How do I cancel the contract?</b></p>	<p>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.</p>

## **YOUR INSURANCE DOCUMENTATION –THE NECTAR CREDIT CARD/THE NECTAR BUSINESS CREDIT CARD FROM AMERICAN EXPRESS**

Contents:

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: **+44 (0) 345 841 0059**.

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 below. 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: **0800 032 7401**

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** or **+44 20 7964 0500** (from abroad)  
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](https://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 Nectar Credit Card is offered by American Express Services Europe Limited registered office: 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.

### 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 Purchase Protection and Refund Protection 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?

The Nectar Credit Card is offered by American Express Services Europe Limited registered office: 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. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### 6 Ownership

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

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

If you wish to register a complaint, please contact:

In writing:

American Express

Global Customer Research and Solutions

Department 333

1 John Street

Brighton BN88 1NH

United Kingdom

Telephone: **0800 032 7401**

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

### 8 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 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 Nectar Credit Card /Nectar Business Credit Card under the group policy of insurance held by American Express Services Europe Limited with Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and Chubb European Group SE 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.

All benefits are dependent on the use of the Card.

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

### DEFINITIONS

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

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

“**Account**” or “**Card Account**” means **Your** Nectar Credit **Card** / Nectar Business Credit **Card** account with **American Express** on which **Your** Nectar Credit **Card** / Nectar Business Credit **Card** is issued.

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

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

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

“**Children**” means any of **Your Children** (including step-**Children**, fostered or adopted **Children**) under the age of 23, who are legally dependent on **You** and who are not in full time employment.

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

“**Our/Us/We/Insurer**” means:

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

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

“**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**.

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

“**You/Your/Insured**” means (i) **Cardmembers** and their **Families**, (ii) **Supplementary Cardmembers** and their **Families**.

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

This Section details the Purchase Protection and Refund Protection benefits provided with the **Card**.

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

#### **1.1 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**.

#### **1.2 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 the purchase price of the item or **£200**, whichever is the lower. **You** will only be paid up to a maximum of **£750** 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.

## **GLOBAL ASSISTANCE (Policy Number : IB2500424GBUK16)**

This section details the Global Assist benefit provided with the **Card**.

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

If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to **£250**.

Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.

In case of legal difficulties, Global Assist will put **You** in touch with the relevant embassy or consulate, provide the name of a local lawyer, and an advance of legal fees up to **£250**. **You** can be advanced up to **£250** if **Your** money is lost or stolen and no other means of obtaining cash is available.

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

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

Europ Assistance will not provide cover, pay a claim or provide any benefit or service described in the Policy if this would expose Us to: • any sanction, prohibition or restriction under United Nations resolutions, or • the trade or economic sanctions, laws or regulations of the European Union, United States of America, France and the United Kingdom. For further details, please visit: <https://www.europ-assistance.com/who-We-are-international-regulatory-information/> The insurance provides cover in the countries included in the Trip except the following countries and territories: Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's regions, Belarus and Russian Federation. If You are a United States person and You were travelling to Cuba and/or Venezuela, You must provide evidence that You travelled to Cuba and/or Venezuela in compliance with United States laws before the Insurer can provide a service or a payment.

## **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: **+44 (0) 345 841 0059**.

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 of the incident or event giving rise to the claim.
- 2) **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.
- 3) Interest will only be paid on claims if payment has been unreasonably delayed following **Our** receipt of all

the required information.

- 4) Please ensure **You** keep copies of all documentation sent to substantiate a claim.
- 5) **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.

<b>Benefit</b>	<b>Information required</b>
General	<ul style="list-style-type: none"><li>• <b>Your Card</b> number</li><li>• All documents must be original</li><li>• Completed claim form when needed</li></ul>

#### **PURCHASE PROTECTION AND REFUND PROTECTION**

<b>Benefit</b>	<b>Information required</b>
Purchase Protection	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the item on <b>Your Card</b></li><li>• Receipt from retailer</li><li>• Report from police detailing theft</li><li>• Damaged items</li></ul>
Refund Protection	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the item on <b>Your Card</b></li><li>• Receipt from retailer</li><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) 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 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 **0800 032 7401** 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

**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. 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**  
or **+44 20 7964 0500** (from abroad)  
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 and Chubb European Group SE 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**, Europ Assistance S.A. UK Branch and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

<b>Europ Assistance S.A. UK Branch is data controller for</b>	<b>Chubb is data controller for</b>
Global Assist services	Purchase Protection and Refund Protection insurance

The below section references Chubb's Data Protection:

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group



companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: [www.chubb.com/uk-en/footer/privacy-policy.html](http://www.chubb.com/uk-en/footer/privacy-policy.html) You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

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

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

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

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

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

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

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

We collect and process Your personal data for different purposes.

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

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

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

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

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

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

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

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

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

### **Sensitive personal data**

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

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

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

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

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

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

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

information notices and obtaining consent (where applicable).

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

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

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

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

We may transfer Your personal data to countries, territories or organizations that are outside the European Economic Area (EEA) or the UK and are not recognised as ensuring an adequate level of protection.. If this happens, the transfer of Your personal data to non-EEA/ non-UK organisations will take place in compliance with appropriate and suitable safeguards in line with applicable law. We will generally rely on the EU Standard Contractual Clauses (together with the UK International Data Transfer Addendum, where applicable). You have the right to obtain information and, where relevant, a copy of the safeguards We adopt for such transfers by contacting the data protection officer.

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

You can exercise the following rights regarding Your personal data:

Access – You may request access to Your personal data.

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

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

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

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

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

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

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

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

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

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

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

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

To handle Your claim and get back to You more rapidly, We are using a claim management system that scans and analyses the content of Your claim and the supporting documents. The assessment of Your claim is

therefore fully automated and there is no human intervention in the decision-making process. Based on the reading and interpretation of the supporting documents You provided, the claim management system will assess whether Your claim meets the terms and conditions of Your Policy and whether to accept or reject Your claim, in full or in part.

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

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

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

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

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

#### **French authority:**

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

#### **UK authority:**

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

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

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

### **MATERIAL DISCLOSURE**

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

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

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

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

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

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