



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

# Insurance Terms & Conditions.

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

## Important Changes to American Express® British Airways Business Travel Account 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.

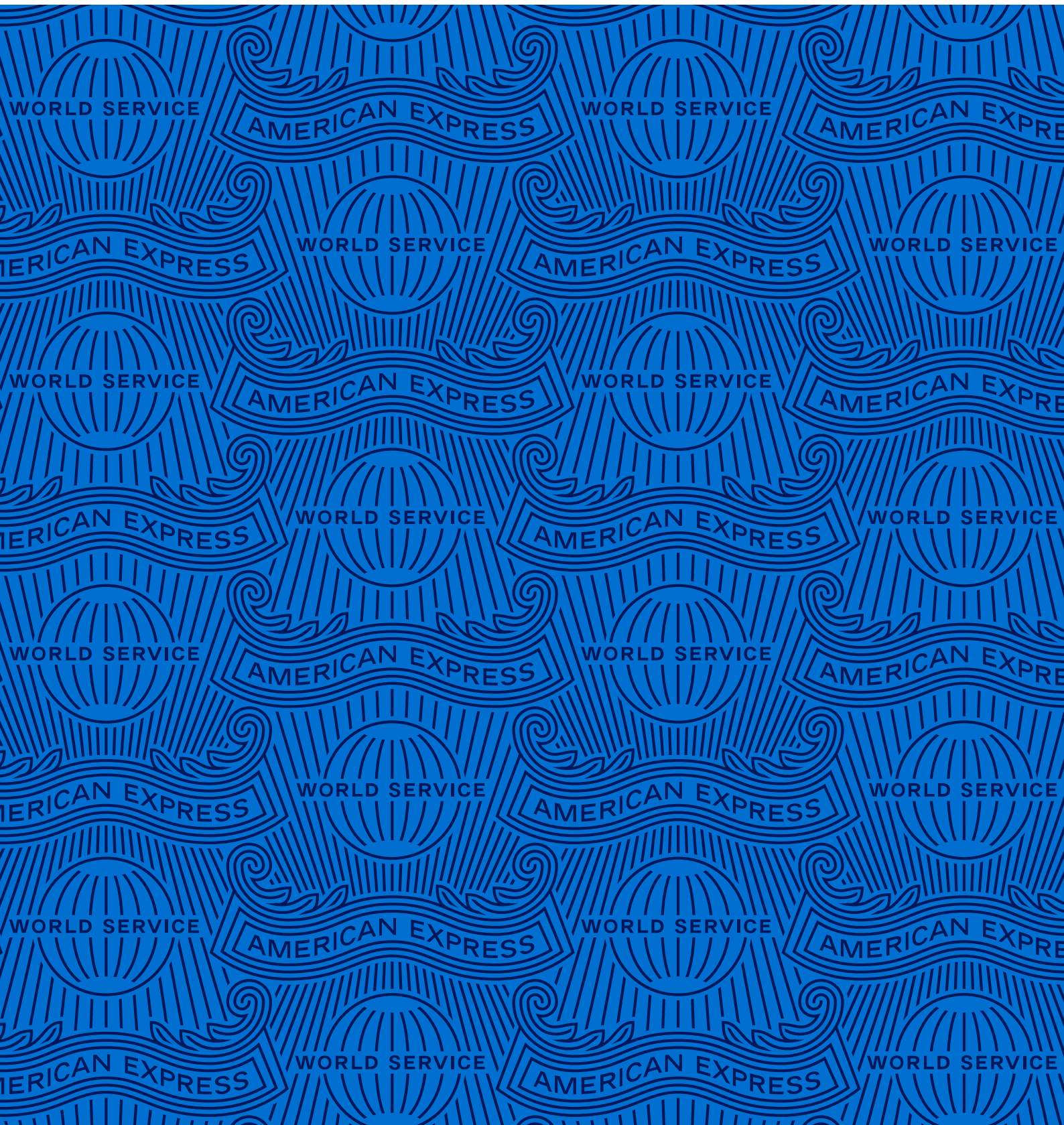
## What action do I need to take?

- 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.



# BUSINESS TRAVEL ACCIDENT INSURANCE

CHUBB®

## Insurance Product Information Document

**Company (Insurer):** Chubb European Group SE is incorporated in France and operates through a branch in the UK. Authorised and regulated by the French Prudential Supervision and Resolution Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

## Product: American Express® British Airways Business Travel Account

This information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Full details about the product is provided in your policy documents.

### What is this type of insurance?

This insurance provides payments in the event of certain business related travel accidents resulting in accidental death or permanent partial disablement, where travel arrangements are paid using the Business Travel Account. Cover is mainly provided whilst travelling on a public vehicle for business purposes, including at/to/from an airport, seaport or railway station, or being struck by a public vehicle – see policy document for full terms and conditions.



#### What is insured?

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

##### Business Travel Accident

(Underwritten by Chubb)

- ✓ Business Trip:  
£225,000 for death, or the complete loss of limb, sight, speech or hearing as a result of an accident whilst travelling on a Public Vehicle, or within 30 days of the outward travel leg (and prior to the return leg), where the travel ticket was purchased on the Business Travel Account.
- ✓ Personal Trip (as part of a business trip or a Reward Event): £62,500 for death, or the complete loss of limb, hands or feet, sight, speech or hearing as a result of an accident while travelling on a Public Vehicle, where the travel ticket was purchased on the Business Travel Account.

##### Baggage and Personal Possessions Coverage

(Underwritten by certain underwriters at Lloyds of London\*)

- ✓ covers lost, stolen or damaged personal baggage or possessions on a business trip by public vehicle, up to:
  - a. £3,500 in total per trip;
  - b. £480 limit for a single item, pair or set of items
  - c. £480 collective limit for jewellery or watches.

\* Society of Lloyds (1 Lime Street, London, EC3M 7HA) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202761



#### What is not insured?

##### Business Travel Accident

- ✗ Participating in any sports and activities other than golf, leisure running, racquet sports, use of a gym and swimming.
- ✗ Self-inflicted injuries, suicide or attempted suicide and injuries which existed before the start of the relevant business or personal trip.
- ✗ Everyday travel/commuting which is not a Business Trip or a Personal Trip.
- ✗ Trips to countries where government agencies have advised against travel or all but essential travel.
- ✗ Injuries sustained whilst under the influence of alcohol and/or non-prescribed drugs
- ✗ Manual work and manual trades (eg plumber, electrician, builder, decorator)
- ✗ Any claims which would result in breaches of UN resolutions or trade or economic sanctions or other laws of the EU, UK or USA.

##### Baggage and Personal Possessions Coverage

- ✗ Loss or damage from normal wear and tear or electrical/mechanical breakdown.
- ✗ Items covered by another Insurance policy or recoverable from another source.
- ✗ Loss, theft or damage that has not been reported to local police, transport or accommodation provider within 24 hrs.
- ✗ Money, documents, electronic items, sports equipment, antiques – see policy doc
- ✗ Items left unattended in a public place or motor vehicle
- ✗ Business and personal trips within own country of residence



## Are there any restrictions on cover?

- ! All benefits are dependent on the Business Travel Account having been used for the relevant trip.
- ! Accidents on or involving vehicles charged or hired privately.
- ! The Business Trip or Personal Trip must have been taken by public vehicle which is commercially licensed to transport fare paying passengers.
- ! Accident benefits are reduced by 50% for loss of sight in one eye, loss of hearing in one ear, or loss of one hand or foot , or loss of index finger and thumb on the same hand.
- ! The benefit amount for the death of a child under the age of 16 is reduced to £10,000.
- ! For baggage a £95 excess per claim applies.
- ! In the instance of a single major event resulting in a high number of claims from insureds, the amount of cover is subject to an aggregate limit of £30,000,000 to be shared pro rata amongst all insureds covered under the Company's Business Travel Account insurance benefits.



## Where am I covered?

✓ Worldwide.



## What are my obligations?

All benefits are dependent on the Business Travel Account having been used to purchase the travel tickets for the relevant trip, whether a Business Trip or a Personal Trip. Please note that different coverage for Business Travel Accident insurance applies to a Personal Trip from that applicable to a Business Trip.

All insurance benefits are dependent on the use of the Business Travel Account.

### During the period of insurance

- You must supply, at your own expense, any documentation, information and evidence we reasonably require.
- Reasonable care must be taken to prevent injury and protect personal belongings.

### In the event of a claim

- If you need to submit an insurance claim, please visit [americanexpress.co.uk/insuranceportal](https://americanexpress.co.uk/insuranceportal)



## When and how do I pay?

The insurance is provided under group insurance policies that American Express Services Europe Limited holds with Chubb for the benefit of individuals whose trip is charged to a Business Travel Account. There is no additional charge or premium for this insurance.



## When does the cover start and end?

The cover starts as soon as your account is activated and ends when the account is closed.



## How do I cancel the contract?

You may cancel this insurance by cancelling your account at any time.

## **CUSTOMER SERVICE & COMPLAINTS**

American Express and the Insurers are dedicated to providing a high quality service and aim to maintain this at all times. However, should there be a complaint, please contact American Express so the complaint can be dealt with as soon as possible. Please write to:

American Express Insurance Services Europe Limited  
UK Insurance Executive Office  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom

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

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Telephone: 0800 023 4 567  
From a mobile: 0300 123 9 123  
From abroad: +44 20 7964 0500

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group SE, or Lloyd's Insurance Company S.A. 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, PO Box 300, Mitcheldean, GL17 1DY, Telephone 0800 678 1100 or 020 7741 4100, Fax 020 7892 7301. Website: [fscs.org.uk](http://fscs.org.uk)

## **TERMS OF BUSINESS**

The information in this section explains the basis of the insurance services provided by American Express under the British Airways Business Travel Account.

The insurance policies are arranged and held by American Express Services Europe Limited, registered in England and Wales with company number 1833139, registered office Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("American Express") for the benefit of individuals whose trip is charged to the British Airways Business Travel Account..

### **1 The Financial Conduct Authority (FCA)**

The FCA is the independent non-governmental body that regulates financial services.

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

American Express only offer Business Travel Accident insurance underwritten by Chubb European Group SE and Baggage and Personal Possessions insurance underwritten by Lloyd's Insurance Company S.A.

## **3 Which service will American Express provide to the insured/Company?**

Neither the insured nor the Company will receive advice or a recommendation from American Express for any insurance associated with the British Airways Business Travel Account. The insurance benefits are automatically included with the British Airways Business Travel Account.

## **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 the British Airways Business Travel Account.

American Express does not act as an agent or fiduciary for either the insured or the Company, 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 an individual whose trip is charged to an American Express British Airways Business Travel Account.

## **5 Ownership**

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

## **6 What to do if you have a complaint**

If you wish to register a complaint, please write to:

American Express Insurance Services Europe Limited  
UK Insurance Executive Office  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom

Telephone: +44 (0) 870 600 0342.

Email: [insurance@aexp.com](mailto:insurance@aexp.com)

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

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

American Express is covered by the FSCS. The insured 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.

## **DEMANDS AND NEEDS**

This insurance meets the demands and needs of organisations who require Business Travel Accident and Baggage and Personal Possessions insurance cover to be provided alongside a British Airways Business Travel Account for their employees, associates or other authorised persons. American Express has not provided opinions or recommendations on the suitability of the insurance for the Company or for those individuals.

# POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with the British Airways American Express Business Travel Account under the group policies of insurance held by American Express Services Europe Limited with Chubb European Group SE and Lloyd's Insurance Company S.A.

## **ELIGIBILITY**

The benefits described in these Policy Terms and Conditions are dependent upon the British Airways American Express Business Travel Account being valid and the account balance having been paid in accordance with the British Airways American Express Business Travel Account terms and conditions at the time of any incident giving rise to a claim.

All insurance benefits are dependent on the British Airways American Express Business Travel Account having been used to purchase the travel tickets for the relevant trip, whether a Business Trip or a Personal Trip.

The insurance benefits outlined in these Policy Terms and Conditions may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions. American Express will give the Company at least 60 days' written notice of any material 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.

**"American Express"** means American Express Services Europe Limited.

**"Business Travel Account"** means the British Airways American Express Business Travel Account the **Company** has with **American Express** to which trips are charged.

**"Business Trip"** means a trip taken by an **Insured** for the purpose of furthering the business of the **Company** that is made by **Public Vehicle** where the entire fare has been charged to the **Business Travel Account**, prior to the incident taking place.

**"Company"** means the UK or non UK registered company, business, firm, corporation, partnership or proprietorship or other sponsoring organisation who is authorised to book travel to a UK issued and UK billed **Business Travel Account**.

**"Event"** means one sudden, unexpected, unusual and specific happening or occurrence at an identifiable time and place occasioning multiple losses sustained during any one period of 168 consecutive hours.

**"Home"** means the **Insured's** principal address in their country of residence.

**"Insured"** means:

- (i) for a **Business Trip**, an individual whose trip has been authorised by the **Company** and charged to the **Business Travel Account**; or
- (ii) for a **Personal Trip**, an individual whose trip has been authorised by the **Company** and charged to the **Business Travel Account**, their partner/spouse, married or unmarried, living at the same address as the **Insured**, and children under the age of 23 who are legally dependent on the **Insured**, including step children, fostered or adopted children.

**"Our/Us/We/Insurer(s)"** means:

- for Business Travel Accident cover:

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited.



CEG is headquartered in France and governed by the provisions of the French insurance code. Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662. CEG's UK branch is registered in England & Wales. Registered office: 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

- for Baggage and Personal Possessions cover:

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPM (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

**"Personal Trip"** means a trip taken by an **Insured** during the course of a **Business Trip** (ie after the start but before the end of a **Business Trip**) which does not relate to furthering the business of the **Company**, that is made by **Public Vehicle**, where the entire fare has been charged to the **Business Travel Account** prior to the incident taking place. A **Reward Event** endorsed by the **Company** and charged to the **Business Travel Account** constitutes a **Personal Trip**, whether taken within the course of a **Business Trip** or otherwise.

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

**"Policy Terms and Conditions"** means these terms and conditions.

**"Public Vehicle"** means any air or land vehicle, river or sea-going vessel operated under licence for the transport of fare paying passengers. A **Public Vehicle** does not include vehicles hired or chartered privately.

**"Reward Event"** means any trip awarded by the **Company** to one or more employees to reward service to, or achievement in respect of work for, the **Company**.

## INSURANCE BENEFITS

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

For the benefits under Sections 1 and 2 to apply, travel tickets must have been charged in full to the **Business Travel Account**.

If an **Insured** is covered by more than one corporate product issued by **American Express**, **We** will not pay more than the highest benefit amount stated in one of those product's **Policy Terms and Conditions** for any one incident.

### 1. BUSINESS TRAVEL ACCIDENT

This Section 1 details the Business Travel Accident benefits provided with the **Business Travel Account**. For the benefits under this Section 1 to apply, travel tickets for the **Business Trip** and, if applicable, any **Personal Trip** taken must have been purchased using the **Business Travel Account**.

**PLEASE NOTE:** If, as a direct result of an **Event**, the total number of claims from **Insureds** under this **Business Travel Account** exceeds £30,000,000, each benefit amount applicable to each

**Insured** will be reduced pro-rata such that the total sum to be paid by the **Insurer** to all of the **Insureds** covered under the **Company's Business Travel Account** equals £30,000,000. For the avoidance of doubt, the £30,000,000 limit shall be applied:

- a) separately to each company (within the **Company's** group of companies) which holds a Business Travel Account with **American Express** and is affected by and submits claims under that **Business Travel Account** in respect of the **Event**; and
- b) singularly to the **Company**, regardless of the fact that it may hold multiple **Business Travel Accounts** including this **Business Travel Account**.

## **BENEFITS**

### **2.1 Business Trip:**

This benefit only applies to accidents occurring during a **Business Trip** caused by a sudden identifiable violent external incident that happens by chance:

- 1) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train; or
- 2) while travelling on, boarding or alighting from or being struck by a Public Vehicle; or
- 3) immediately after alighting from an aircraft, ship or train while on the premises of an airport, seaport or railway station; or
- 4) immediately after leaving the premises of the airport, seaport or railway station following travel on a **Public Vehicle** where an injury is sustained within 30 days of the outward journey but prior to the commencement of the return **Business Trip**.

£225,000 of cover is provided if an **Insured** has an accident during a Business Trip which within 365 days causes:

- a) death;
- b) the complete and permanent loss of use of any limb;
- c) the complete and irrecoverable loss of one or more of:
  - i. one hand and one foot;
  - ii. both hands; or
  - iii. both feet;
- d) the entire and irrecoverable loss of one or more of:
  - i. sight;
  - ii. speech; or
  - iii. hearing;
- e) the amount will be reduced by 50% to **£112,500** for the entire and irrecoverable loss of one or more of the following:
  - i. sight in one eye;
  - ii. hearing in one ear;
  - iii. loss of one hand or one foot; or
  - iv. loss of one index finger and thumb on the same hand.

The maximum amount that will be paid to an Insured, or their estate, following an accident occurring on a **Business Trip** will be £225,000.

### **2.2 Personal Trip:**

This benefit only applies to accidents occurring during a **Personal Trip** caused by a sudden identifiable violent external incident that happens by chance:

- 1) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train; or

- 2) while travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 3) immediately after alighting from an aircraft, ship or train while on the premises of an airport, seaport or railway station.

£62,500 of cover is provided if an **Insured** has an accident during a **Personal Trip** which within 365 days causes:

- a) death;
- b) the complete and permanent loss of use of any limb;
- c) the complete and irrecoverable loss of one or more of:
  - i. one hand and one foot;
  - ii. both hands; or
  - iii. both feet;
- d) the entire and irrecoverable loss of one or more of:
  - i. sight;
  - ii. speech; or
  - iii. hearing;
- e) the amount will be reduced by 50% to £31,250 for the entire and irrecoverable loss of one or more the following:
  - i. sight in one eye;
  - ii. hearing in one ear;
  - iii. loss of one hand or one foot; or
  - iv. loss of one index finger and thumb on the same hand.

The maximum amount that will be paid to an **Insured**, or the **Insured's** estate, following an accident occurring on a **Personal Trip** will be £62,500.

The benefit amount for the death of a child under the age of 16 is reduced to £10,000.

## EXCLUSIONS

Cover will not be provided in respect of the following::

- 1) Any claim related directly or indirectly to any physical defect, or infirmity which existed before the start of the relevant **Business Trip**, or **Personal Trip** if solely attending a **Reward Event**.
- 2) The **Insured** suffering from sickness or disease not directly resulting from an accident.
- 3) Any claim relating to paid work with hands-on involvement in the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade as a plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind or any other work-related accident.
- 4) Any claim for an accident occurring during the course of everyday travel to and from work or an authorised or legitimate leave of absence, or a trip which is not a **Business Trip** or a **Personal Trip**.
- 5) Participating in any sports and activities other than golf, leisure running or jogging, racquet sports, use of a gym and swimming.
- 6) Participating in or training for any professional sports.
- 7) Service in the military, naval or air services of any country.
- 8) Participation in any military, police or fire-fighting activity.
- 9) Activities undertaken as an operator or crew member of any **Public Vehicle**.

- 10) Any accident whilst on any aircraft other than a scheduled flight operated by a licensed commercial airline company.
- 11) Flying in military aircraft or any aircraft which requires special permits or waivers.
- 12) Not taking reasonable care or injuries to an **Insured** caused by the **Insured's** negligence or failure to follow the laws and regulations of the country where they are travelling.
- 13) Any fraudulent, dishonest or criminal act committed by an **Insured** or anyone with whom they are in collusion.
- 14) Self inflicted injuries except where trying to save human life.
- 15) Suicide or attempted suicide by an **Insured**.
- 16) Declared or undeclared war.
- 17) An act of terrorism (except while travelling on a scheduled flight) during a **Personal Trip** or **Business Trip**.
- 18) The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive solid, liquid or gaseous agent.
- 19) Injuries or accidents which occur while under the influence of alcohol (above the legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 20) Trips in, or booked to, countries or any part of any country to which a government agency has advised against travel or all but essential travel.

## 2. BAGGAGE AND PERSONAL POSSESSIONS

This Section 2 details the Baggage and Personal Possessions benefits provided with the Business Travel Account. For the benefits under this Section 2 to apply, travel tickets for the **Business Trip** and **Personal Trip** must have been purchased in full using the **Business Travel Account**.

Cover commences from the time the **Insured** initially leaves their **Home** to commence the **Business Trip** or at the time charges for the **Business Trip** or **Personal Trip** are made to the **Business Travel Account**, whichever is the later, until the **Insured's** return **Home** from the **Business Trip**.

### BENEFITS

This benefit applies to baggage and personal possessions of the **Insured** of a kind usually carried or worn by travellers, which they take or purchase whilst on their **Business Trip** or **Personal Trip** for their own use.

Cover is provided for the following:

- 1) If personal baggage or possessions of the **Insured** are lost, stolen or damaged, the **Insured** will be paid up to:
  - a) **£3,500** in total per **Business Trip** (including any loss suffered during a **Personal Trip** taken during that **Business Trip**);
  - b) **£480** for the current value or cost to repair any item, or any pair or set of items which are used together;
  - c) **£480** collective limit for jewellery and watches, photographic equipment.
- 2) If an item can be repaired economically, the **Insurer** will pay the cost of repair only.
- 3) The **Insured** must take all normal precautions to secure the safety of their Personal Baggage or Possessions.

- 4) The **Insured** shall take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of any guilty person(s). **We** may at any time at **Our** expense and without prejudice to any issue between **Us** and the **Insured** take such action as deemed fit for the recovery of the property lost or stolen or stated to be lost or stolen.

## EXCLUSIONS

Cover will not be provided in respect of the following:

- 1) The first **£95** of an **Insured's** claim per claim incident.
- 2) Any item loaned, hired or entrusted to the **Insured**.
- 3) Theft from unattended motor vehicles.
- 4) Any loss or theft not reported to the local police at the vicinity of the loss or theft within 24 hours of discovery of such loss or theft and a report obtained.
- 5) Any loss, theft or damage to personal baggage or personal possessions whilst in transit, which is not notified immediately to the **Public Vehicle** operator and a report obtained.
- 6) Claims where the police report or **Public Vehicle** Operator's report is not produced to **Us**.
- 7) Loss or theft of any item whilst in a public place and not under the supervision of the **Insured**.
- 8) Loss or damage resulting from electrical or mechanical breakdown, wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning.
- 9) Loss, theft or damage arising from confiscation or detention by Customs or other lawful officials and authorities.
- 10) Loss, theft or damage in respect of hired property or equipment, contact or corneal lenses, dentures, bonds, securities, money, travellers cheques, stamps or documents of any kind, musical instruments, glass, china, antiques, pictures, sports gear whilst in use, pedal cycles, hearing aids, samples or merchandise, computers and computer related / USB operated equipment, personal organisers, mobile telephones, smart phones, televisions, CD players, media recording / storing / playing devices, vehicles or accessories, boats and/or ancillary equipment.
- 11) Damage to fragile or brittle articles unless by fire or resulting from an accident to a sea-going vessel, aircraft or vehicle.
- 12) Any wilful act or negligence of the **Insured**.
- 13) Loss or damage caused by war, invasion, act of foreign power, hostilities (whether war be declared or not), civil war, riots (meaning tumultuous disturbance of the peace by a group of persons whether national or local, gravely threatening the social peace and order of the area), or rebellion, including terrorism, revolution, insurrection, military or the usurped power, or taking part in civil commotion or riot of any kind.
- 14) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising directly or indirectly caused by or contributed to by the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive solid, liquid or gaseous agent.
- 15) A **Business Trip** or **Personal Trip** within the **Insured's** country of residence (to be substantiated on request by production of a residence visa, passport, or official document).
- 16) Normal wear and tear.
- 17) Costs which are recoverable from any other source.

## GLOBAL ASSISTANCE

This Section details the Global Assist benefit provided with the **Business Travel Account**.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when an **Insured** is travelling outside the UK. This emergency service is available exclusively to the Insured and operates 24 hours a day, every day of the year on **+44 (0) 845 456 6524**.

- If the **Insured** has a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When the **Insured** needs to see a doctor, dentist or optician, or needs 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 or a doctor to visit the **Insured** where required.
- In case of legal difficulties, Global Assist will put the **Insured** in touch with the relevant embassy or consulate; and provide the name of a local lawyer.

For all the above services, Global Assist makes the necessary arrangements free of charge.

The Global Assist service is provided by Inter Partner Assistance SA, directly and through its branches (and any AXA group companies IPA appoint), will provide and administer the Benefits and Services available under this policy. Inter Partner Assistance SA an insurance company regulated and authorised by the NBB, under number 0487, with registered office at Louizalaan 166, 1050 Brussels, and Company number 0415.591.055. Inter Partner Assistance SA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

## HOW TO CLAIM

### CLAIMS AND ASSISTANCE

If you need to submit an insurance claim, please visit [americanexpress.co.uk/insuranceportal](https://americanexpress.co.uk/insuranceportal)

### CLAIMS CONDITIONS AND REQUIREMENTS

- 1) All claims and potential claims must be reported within 30 days of the incident giving rise to the claim.
- 2) **We** will only pay amounts if they are not covered by other insurance, state benefits or other agreements. The **Insured** or the **Company** 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 copies of all documentation sent to substantiate a claim are kept.
- 5) **We** may require that the Insured is examined by a medical practitioner or specialist appointed by Us to enable Us to assess the claim fully.
- 6) The **Insured** will need to transfer to **Us**, on request and at their expense, any damaged item and to assign to **Us** legal rights to recover from the party responsible up to the amount that **We** have paid.
- 7) If the **Insured** or any other interested party does not comply with the obligations as shown in these terms and conditions, the **Insured's** claim may be declined. Should the **Insured** deliberately cause the incident leading to the claim, commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.

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

<b>Benefit</b>	<b>Information required</b>
General	<ul style="list-style-type: none"> <li>• The <b>Business Travel Account</b> number</li> <li>• All documents must be original</li> <li>• Completed claim form when needed</li> <li>• Proof that the travel ticket was purchased on the <b>Business Travel Account</b></li> </ul>

### ***BUSINESS TRAVEL ACCIDENT AND BAGGAGE AND PERSONAL POSSESSIONS***

Business Travel Accident	<ul style="list-style-type: none"> <li>• Evidence from the appropriate organisation detailing the accident</li> <li>• Approved medical reports</li> </ul>
Baggage and Personal Possessions	<ul style="list-style-type: none"> <li>• Report from police or a report from the <b>Public Vehicle</b> operator (as appropriate) for loss or theft claims</li> <li>• Proof of ownership (for example a receipt for the purchase of the original goods)</li> <li>• Damaged personal belongings</li> </ul>

## **POLICY CONDITIONS**

### **DURATION OF COVER**

The insurance benefits apply to **Business Trips** and **Personal Trips** which have been charged to the **Business Travel Account**:

- a) provided that the eligibility criteria (as set out at the beginning of these **Policy Terms and Conditions**) continues to be fulfilled;
- b) provided that the insurance benefits or **BA Business Travel Account** have not been withdrawn or cancelled by notice to the **Company**; and
- c) for the applicable time periods, as indicated in these **Policy Terms and Conditions**.

### **VARIATION OF COVER**

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

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

If this happens **We**, or **American Express** with **Our** authority, will write to the **Company** with details of the changes at least 60 days before they come into effect. The **Company** may cancel the **Business Travel Account** if it does not agree to any proposed changes.

### **CANCELLATION OF COVER**

If **We** decide to cancel a **Policy** under which insurance benefits are provided to the **Insured**, **We**, or **American Express** with **Our** authority, will write to the **Company** at the latest address held on file for them. The **Policy** will then be cancelled no fewer than 60 days after the date of the letter.

## **RIGHT TO CANCEL**

The **Company** may cancel this **Policy** by cancelling the **Business Travel Account** at any time. The **Company** should refer to its **Business Travel Account** terms and conditions for more details.

## **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**

Neither the **Company** nor the **Insured** can transfer the insurance cover provided with the **Business Travel Account** to any other person.

## **COMPLIANCE WITH POLICY REQUIREMENTS**

Where an **Insured** or their 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 the **Insured** 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**

The **Insured** shall take all reasonable steps to avoid or minimise any loss or damage.

## **CUSTOMER SERVICE & COMPLAINTS**

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 Insurance Services Europe Limited  
UK Insurance Executive Office  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom

Telephone: +44 (0) 870 600 0342  
Email: [insurance@aexp.com](mailto:insurance@aexp.com)

**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  
Harbour Exchange Square  
London E14 9SR  
Telephone: 0800 023 4 567

From a mobile: 0300 123 9 123  
From aboard: +44 20 7964 0500  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The existence of these complaints procedures does not affect the statutory rights relating to this **Policy**. For more information on statutory rights contact the Competition and Markets Authority or Citizens Advice Bureau.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

American Express Insurance Services Europe Limited, Chubb European Group SE and Lloyd's Insurance Company S.A. are covered by the FSCS. The **Insured** may be entitled to compensation from the scheme if any party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS:

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

## **DATA PROTECTION**

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

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

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

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

These activities may include:

- a) use of sensitive information about the health or vulnerability of you or others involved in your claims, which has been provided with your prior consent, in order to provide the services described in this policy.
- b) disclosure of information about you and your insurance cover to companies within the AXA group of companies or Chubb group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

- c) monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) technical studies to analyze claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- e) obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- f) sending you feedback requests or surveys relating to our services, and other customer care communications.

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

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

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

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

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

If you want to know what information is held about you by AXA Travel Insurance, Chubb European Group SE or Lloyd's Insurance Company S.A. or have other requests or concerns relating to our use of your data, please write to us at:

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

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Or

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

Email: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

Or

Data Protection Officer  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AD

Email: [dpo@beazley.com](mailto:dpo@beazley.com)

Our full privacy notice is available at: [axa-assistance.com/en/privacypolicy](https://axa-assistance.com/en/privacypolicy) or [2.chubb.com/uk-en/footer/privacy-policy.aspx](https://2.chubb.com/uk-en/footer/privacy-policy.aspx)  
Alternatively, a hard copy is available on request.

#### The **Providers**:

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

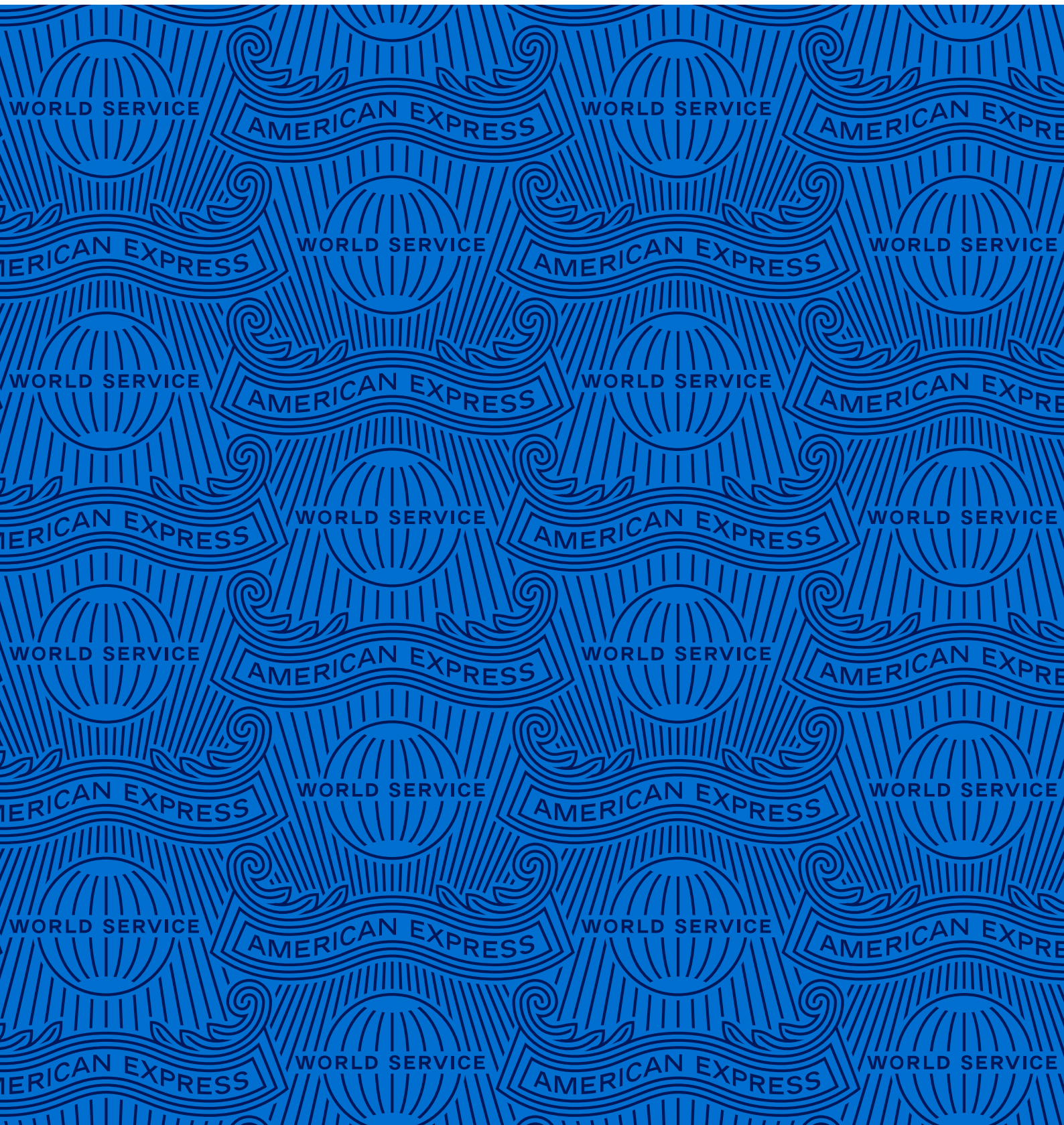
If information has been provided about another person, **the Insured** confirms that they have agreed to the Providers receiving and processing their personal data. The **Insured** and the **Company** also confirm that they informed them about who the **Providers** are and how their personal data will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

#### **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 Insurance Terms & Conditions.

TERMS VALID STARTING 1 JANUARY 2025.



# BUSINESS TRAVEL ACCIDENT INSURANCE

CHUBB®

## Insurance Product Information Document

**Company (Insurer):** Chubb European Group SE is incorporated in France and operates through a branch in the UK. Authorised and regulated by the French Prudential Supervision and Resolution Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

## Product: American Express® British Airways Business Travel Account

This information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Full details about the product is provided in your policy documents.

### What is this type of insurance?

This insurance provides payments in the event of certain business related travel accidents resulting in accidental death or permanent partial disablement, where travel arrangements are paid using the Business Travel Account. Cover is mainly provided whilst travelling on a public vehicle for business purposes, including at/to/from an airport, seaport or railway station, or being struck by a public vehicle – see policy document for full terms and conditions.



#### What is insured?

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

##### Business Travel Accident

(Underwritten by Chubb)

- ✓ Business Trip:  
£225,000 for death, or the complete loss of limb, sight, speech or hearing as a result of an accident whilst travelling on a Public Vehicle, or within 30 days of the outward travel leg (and prior to the return leg), where the travel ticket was purchased on the Business Travel Account.
- ✓ Personal Trip (as part of a business trip or a Reward Event): £62,500 for death, or the complete loss of limb, hands or feet, sight, speech or hearing as a result of an accident while travelling on a Public Vehicle, where the travel ticket was purchased on the Business Travel Account.

##### Baggage and Personal Possessions Coverage

(Underwritten by certain underwriters at Lloyds of London\*)

- ✓ covers lost, stolen or damaged personal baggage or possessions on a business trip by public vehicle, up to:
  - a. £3,500 in total per trip;
  - b. £480 limit for a single item, pair or set of items
  - c. £480 collective limit for jewellery or watches.

\* Society of Lloyds (1 Lime Street, London, EC3M 7HA) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202761



#### What is not insured?

##### Business Travel Accident

- ✗ Participating in any sports and activities other than golf, leisure running, racquet sports, use of a gym and swimming.
- ✗ Self-inflicted injuries, suicide or attempted suicide and injuries which existed before the start of the relevant business or personal trip.
- ✗ Everyday travel/commuting which is not a Business Trip or a Personal Trip.
- ✗ Trips to countries where government agencies have advised against travel or all but essential travel.
- ✗ Injuries sustained whilst under the influence of alcohol and/or non-prescribed drugs
- ✗ Manual work and manual trades (eg plumber, electrician, builder, decorator)
- ✗ Any claims which would result in breaches of UN resolutions or trade or economic sanctions or other laws of the EU, UK or USA.

##### Baggage and Personal Possessions Coverage

- ✗ Loss or damage from normal wear and tear or electrical/mechanical breakdown.
- ✗ Items covered by another Insurance policy or recoverable from another source.
- ✗ Loss, theft or damage that has not been reported to local police, transport or accommodation provider within 24 hrs.
- ✗ Money, documents, electronic items, sports equipment, antiques – see policy doc
- ✗ Items left unattended in a public place or motor vehicle
- ✗ Business and personal trips within own country of residence



## Are there any restrictions on cover?

- ! All benefits are dependent on the Business Travel Account having been used for the relevant trip.
- ! Accidents on or involving vehicles charged or hired privately.
- ! The Business Trip or Personal Trip must have been taken by public vehicle which is commercially licensed to transport fare paying passengers.
- ! Accident benefits are reduced by 50% for loss of sight in one eye, loss of hearing in one ear, or loss of one hand or foot, or loss of index finger and thumb on the same hand.
- ! The benefit amount for the death of a child under the age of 16 is reduced to £10,000.
- ! For baggage a £95 excess per claim applies.
- ! In the instance of a single major event resulting in a high number of claims from insureds, the amount of cover is subject to an aggregate limit of £30,000,000 to be shared pro rata amongst all insureds covered under the Company's Business Travel Account insurance benefits.



## Where am I covered?

✓ Worldwide.



## What are my obligations?

All benefits are dependent on the Business Travel Account having been used to purchase the travel tickets for the relevant trip, whether a Business Trip or a Personal Trip. Please note that different coverage for Business Travel Accident insurance applies to a Personal Trip from that applicable to a Business Trip.

All insurance benefits are dependent on the use of the Business Travel Account.

### During the period of insurance

- You must supply, at your own expense, any documentation, information and evidence we reasonably require.
- Reasonable care must be taken to prevent injury and protect personal belongings.

### In the event of a claim

- If you need to submit an insurance claim, please visit [americanexpress.co.uk/insuranceportal](https://americanexpress.co.uk/insuranceportal)



## When and how do I pay?

The insurance is provided under group insurance policies that American Express Services Europe Limited holds with Chubb for the benefit of individuals whose trip is charged to a Business Travel Account. There is no additional charge or premium for this insurance.



## When does the cover start and end?

The cover starts as soon as your account is activated and ends when the account is closed.



## How do I cancel the contract?

You may cancel this insurance by cancelling your account at any time.

## **CUSTOMER SERVICE & COMPLAINTS**

American Express and the Insurers are dedicated to providing a high quality service and aim to maintain this at all times. However, should there be a complaint, please contact American Express so the complaint can be dealt with as soon as possible. Please write to:

American Express Insurance Services Europe Limited  
UK Insurance Executive Office  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom

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

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Telephone: 0800 023 4 567  
From a mobile: 0300 123 9 123  
From abroad: +44 20 7964 0500

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group SE, or Lloyd's Insurance Company S.A. 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, PO Box 300, Mitcheldean, GL17 1DY, Telephone 0800 678 1100 or 020 7741 4100, Fax 020 7892 7301. Website: [fscs.org.uk](http://fscs.org.uk)

## **TERMS OF BUSINESS**

The information in this section explains the basis of the insurance services provided by American Express under the British Airways Business Travel Account.

The insurance policies are arranged and held by American Express Services Europe Limited, registered in England and Wales with company number 1833139, registered office Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("American Express") for the benefit of individuals whose trip is charged to the British Airways Business Travel Account..

### **1 The Financial Conduct Authority (FCA)**

The FCA is the independent non-governmental body that regulates financial services.

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

American Express only offer Business Travel Accident insurance underwritten by Chubb European Group SE and Baggage and Personal Possessions insurance underwritten by Lloyd's Insurance Company S.A.

## **3 Which service will American Express provide to the insured/Company?**

Neither the insured nor the Company will receive advice or a recommendation from American Express for any insurance associated with the British Airways Business Travel Account. The insurance benefits are automatically included with the British Airways Business Travel Account.

## **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 the British Airways Business Travel Account.

American Express does not act as an agent or fiduciary for either the insured or the Company, 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 an individual whose trip is charged to an American Express British Airways Business Travel Account.

## **5 Ownership**

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

## **6 What to do if you have a complaint**

If you wish to register a complaint, please write to:

American Express Insurance Services Europe Limited  
UK Insurance Executive Office  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom

Telephone: +44 (0) 870 600 0342.

Email: [insurance@aexp.com](mailto:insurance@aexp.com)

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

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

American Express is covered by the FSCS. The insured 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.

## **DEMANDS AND NEEDS**

This insurance meets the demands and needs of organisations who require Business Travel Accident and Baggage and Personal Possessions insurance cover to be provided alongside a British Airways Business Travel Account for their employees, associates or other authorised persons. American Express has not provided opinions or recommendations on the suitability of the insurance for the Company or for those individuals.



# POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with the British Airways American Express Business Travel Account under the group policies of insurance held by American Express Services Europe Limited with Chubb European Group SE and Lloyd's Insurance Company S.A.

## **ELIGIBILITY**

The benefits described in these Policy Terms and Conditions are dependent upon the British Airways American Express Business Travel Account being valid and the account balance having been paid in accordance with the British Airways American Express Business Travel Account terms and conditions at the time of any incident giving rise to a claim.

All insurance benefits are dependent on the British Airways American Express Business Travel Account having been used to purchase the travel tickets for the relevant trip, whether a Business Trip or a Personal Trip.

The insurance benefits outlined in these Policy Terms and Conditions may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions. American Express will give the Company at least 60 days' written notice of any material 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.

**"American Express"** means American Express Services Europe Limited.

**"Business Travel Account"** means the British Airways American Express Business Travel Account the **Company** has with **American Express** to which trips are charged.

**"Business Trip"** means a trip taken by an **Insured** for the purpose of furthering the business of the **Company** that is made by **Public Vehicle** where the entire fare has been charged to the **Business Travel Account**, prior to the incident taking place.

**"Company"** means the UK or non UK registered company, business, firm, corporation, partnership or proprietorship or other sponsoring organisation who is authorised to book travel to a UK issued and UK billed **Business Travel Account**.

**"Event"** means one sudden, unexpected, unusual and specific happening or occurrence at an identifiable time and place occasioning multiple losses sustained during any one period of 168 consecutive hours.

**"Home"** means the **Insured's** principal address in their country of residence.

**"Insured"** means:

- (i) for a **Business Trip**, an individual whose trip has been authorised by the **Company** and charged to the **Business Travel Account**; or
- (ii) for a **Personal Trip**, an individual whose trip has been authorised by the **Company** and charged to the **Business Travel Account**, their partner/spouse, married or unmarried, living at the same address as the **Insured**, and children under the age of 23 who are legally dependent on the **Insured**, including step children, fostered or adopted children.

**"Our/Us/We/Insurer(s)"** means:

- for Business Travel Accident cover:

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).

- for Baggage and Personal Possessions cover:

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPM (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

**"Personal Trip"** means a trip taken by an **Insured** during the course of a **Business Trip** (ie after the start but before the end of a **Business Trip**) which does not relate to furthering the business of the **Company**, that is made by **Public Vehicle**, where the entire fare has been charged to the **Business Travel Account** prior to the incident taking place. A **Reward Event** endorsed by the **Company** and charged to the **Business Travel Account** constitutes a **Personal Trip**, whether taken within the course of a **Business Trip** or otherwise.

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

**"Policy Terms and Conditions"** means these terms and conditions.

**"Public Vehicle"** means any air or land vehicle, river or sea-going vessel operated under licence for the transport of fare paying passengers. A **Public Vehicle** does not include vehicles hired or chartered privately.

**"Reward Event"** means any trip awarded by the **Company** to one or more employees to reward service to, or achievement in respect of work for, the **Company**.

## INSURANCE BENEFITS

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

For the benefits under Sections 1 and 2 to apply, travel tickets must have been charged in full to the **Business Travel Account**.

If an **Insured** is covered by more than one corporate product issued by **American Express**, **We** will not pay more than the highest benefit amount stated in one of those product's **Policy Terms and Conditions** for any one incident.

### 1. BUSINESS TRAVEL ACCIDENT

This Section 1 details the Business Travel Accident benefits provided with the **Business Travel Account**. For the benefits under this Section 1 to apply, travel tickets for the **Business Trip** and, if applicable, any **Personal Trip** taken must have been purchased using the **Business Travel Account**.

**PLEASE NOTE:** If, as a direct result of an **Event**, the total number of claims from **Insureds** under this **Business Travel Account** exceeds £30,000,000, each benefit amount applicable to each

**Insured** will be reduced pro-rata such that the total sum to be paid by the **Insurer** to all of the **Insureds** covered under the **Company's Business Travel Account** equals £30,000,000. For the avoidance of doubt, the £30,000,000 limit shall be applied:

- a) separately to each company (within the **Company's** group of companies) which holds a Business Travel Account with **American Express** and is affected by and submits claims under that **Business Travel Account** in respect of the **Event**; and
- b) singularly to the **Company**, regardless of the fact that it may hold multiple **Business Travel Accounts** including this **Business Travel Account**.

## **BENEFITS**

### **2.1 Business Trip:**

This benefit only applies to accidents occurring during a **Business Trip** caused by a sudden identifiable violent external incident that happens by chance:

- 1) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train; or
- 2) while travelling on, boarding or alighting from or being struck by a Public Vehicle; or
- 3) immediately after alighting from an aircraft, ship or train while on the premises of an airport, seaport or railway station; or
- 4) immediately after leaving the premises of the airport, seaport or railway station following travel on a **Public Vehicle** where an injury is sustained within 30 days of the outward journey but prior to the commencement of the return **Business Trip**.

£225,000 of cover is provided if an **Insured** has an accident during a Business Trip which within 365 days causes:

- a) death;
- b) the complete and permanent loss of use of any limb;
- c) the complete and irrecoverable loss of one or more of:
  - i. one hand and one foot;
  - ii. both hands; or
  - iii. both feet;
- d) the entire and irrecoverable loss of one or more of:
  - i. sight;
  - ii. speech; or
  - iii. hearing;
- e) the amount will be reduced by 50% to **£112,500** for the entire and irrecoverable loss of one or more of the following:
  - i. sight in one eye;
  - ii. hearing in one ear;
  - iii. loss of one hand or one foot; or
  - iv. loss of one index finger and thumb on the same hand.

The maximum amount that will be paid to an Insured, or their estate, following an accident occurring on a **Business Trip** will be £225,000.

### **2.2 Personal Trip:**

This benefit only applies to accidents occurring during a **Personal Trip** caused by a sudden identifiable violent external incident that happens by chance:

- 1) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train; or

- 2) while travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 3) immediately after alighting from an aircraft, ship or train while on the premises of an airport, seaport or railway station.

£62,500 of cover is provided if an **Insured** has an accident during a **Personal Trip** which within 365 days causes:

- a) death;
- b) the complete and permanent loss of use of any limb;
- c) the complete and irrecoverable loss of one or more of:
  - i. one hand and one foot;
  - ii. both hands; or
  - iii. both feet;
- d) the entire and irrecoverable loss of one or more of:
  - i. sight;
  - ii. speech; or
  - iii. hearing;
- e) the amount will be reduced by 50% to £31,250 for the entire and irrecoverable loss of one or more the following:
  - i. sight in one eye;
  - ii. hearing in one ear;
  - iii. loss of one hand or one foot; or
  - iv. loss of one index finger and thumb on the same hand.

The maximum amount that will be paid to an **Insured**, or the **Insured's** estate, following an accident occurring on a **Personal Trip** will be £62,500.

The benefit amount for the death of a child under the age of 16 is reduced to £10,000.

## EXCLUSIONS

Cover will not be provided in respect of the following::

- 1) Any claim related directly or indirectly to any physical defect, or infirmity which existed before the start of the relevant **Business Trip**, or **Personal Trip** if solely attending a **Reward Event**.
- 2) The **Insured** suffering from sickness or disease not directly resulting from an accident.
- 3) Any claim relating to paid work with hands-on involvement in the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade as a plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind or any other work-related accident.
- 4) Any claim for an accident occurring during the course of everyday travel to and from work or an authorised or legitimate leave of absence, or a trip which is not a **Business Trip** or a **Personal Trip**.
- 5) Participating in any sports and activities other than golf, leisure running or jogging, racquet sports, use of a gym and swimming.
- 6) Participating in or training for any professional sports.
- 7) Service in the military, naval or air services of any country.
- 8) Participation in any military, police or fire-fighting activity.
- 9) Activities undertaken as an operator or crew member of any **Public Vehicle**.

- 10) Any accident whilst on any aircraft other than a scheduled flight operated by a licensed commercial airline company.
- 11) Flying in military aircraft or any aircraft which requires special permits or waivers.
- 12) Not taking reasonable care or injuries to an **Insured** caused by the **Insured's** negligence or failure to follow the laws and regulations of the country where they are travelling.
- 13) Any fraudulent, dishonest or criminal act committed by an **Insured** or anyone with whom they are in collusion.
- 14) Self inflicted injuries except where trying to save human life.
- 15) Suicide or attempted suicide by an **Insured**.
- 16) Declared or undeclared war.
- 17) An act of terrorism (except while travelling on a scheduled flight) during a **Personal Trip** or **Business Trip**.
- 18) The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive solid, liquid or gaseous agent.
- 19) Injuries or accidents which occur while under the influence of alcohol (above the legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 20) Trips in, or booked to, countries or any part of any country to which a government agency has advised against travel or all but essential travel.

## 2. BAGGAGE AND PERSONAL POSSESSIONS

This Section 2 details the Baggage and Personal Possessions benefits provided with the Business Travel Account. For the benefits under this Section 2 to apply, travel tickets for the **Business Trip** and **Personal Trip** must have been purchased in full using the **Business Travel Account**.

Cover commences from the time the **Insured** initially leaves their **Home** to commence the **Business Trip** or at the time charges for the **Business Trip** or **Personal Trip** are made to the **Business Travel Account**, whichever is the later, until the **Insured's** return **Home** from the **Business Trip**.

### BENEFITS

This benefit applies to baggage and personal possessions of the **Insured** of a kind usually carried or worn by travellers, which they take or purchase whilst on their **Business Trip** or **Personal Trip** for their own use.

Cover is provided for the following:

- 1) If personal baggage or possessions of the **Insured** are lost, stolen or damaged, the **Insured** will be paid up to:
  - a) **£3,500** in total per **Business Trip** (including any loss suffered during a **Personal Trip** taken during that **Business Trip**);
  - b) **£480** for the current value or cost to repair any item, or any pair or set of items which are used together;
  - c) **£480** collective limit for jewellery and watches, photographic equipment.
- 2) If an item can be repaired economically, the **Insurer** will pay the cost of repair only.
- 3) The **Insured** must take all normal precautions to secure the safety of their Personal Baggage or Possessions.

- 4) The **Insured** shall take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of any guilty person(s). **We** may at any time at **Our** expense and without prejudice to any issue between **Us** and the **Insured** take such action as deemed fit for the recovery of the property lost or stolen or stated to be lost or stolen.

## EXCLUSIONS

Cover will not be provided in respect of the following:

- 1) The first **£95** of an **Insured's** claim per claim incident.
- 2) Any item loaned, hired or entrusted to the **Insured**.
- 3) Theft from unattended motor vehicles.
- 4) Any loss or theft not reported to the local police at the vicinity of the loss or theft within 24 hours of discovery of such loss or theft and a report obtained.
- 5) Any loss, theft or damage to personal baggage or personal possessions whilst in transit, which is not notified immediately to the **Public Vehicle** operator and a report obtained.
- 6) Claims where the police report or **Public Vehicle** Operator's report is not produced to **Us**.
- 7) Loss or theft of any item whilst in a public place and not under the supervision of the **Insured**.
- 8) Loss or damage resulting from electrical or mechanical breakdown, wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning.
- 9) Loss, theft or damage arising from confiscation or detention by Customs or other lawful officials and authorities.
- 10) Loss, theft or damage in respect of hired property or equipment, contact or corneal lenses, dentures, bonds, securities, money, travellers cheques, stamps or documents of any kind, musical instruments, glass, china, antiques, pictures, sports gear whilst in use, pedal cycles, hearing aids, samples or merchandise, computers and computer related / USB operated equipment, personal organisers, mobile telephones, smart phones, televisions, CD players, media recording / storing / playing devices, vehicles or accessories, boats and/or ancillary equipment.
- 11) Damage to fragile or brittle articles unless by fire or resulting from an accident to a sea-going vessel, aircraft or vehicle.
- 12) Any wilful act or negligence of the **Insured**.
- 13) Loss or damage caused by war, invasion, act of foreign power, hostilities (whether war be declared or not), civil war, riots (meaning tumultuous disturbance of the peace by a group of persons whether national or local, gravely threatening the social peace and order of the area), or rebellion, including terrorism, revolution, insurrection, military or the usurped power, or taking part in civil commotion or riot of any kind.
- 14) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising directly or indirectly caused by or contributed to by the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive solid, liquid or gaseous agent.
- 15) A **Business Trip** or **Personal Trip** within the **Insured's** country of residence (to be substantiated on request by production of a residence visa, passport, or official document).
- 16) Normal wear and tear.
- 17) Costs which are recoverable from any other source.

## GLOBAL ASSISTANCE (Policy Number : IB2500424GBBR40)

This Section details the Global Assist benefit provided with the **Business Travel Account**.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when an **Insured** is travelling outside the UK. This emergency service is available exclusively to the Insured and operates 24 hours a day, every day of the year on **+44 (0) 845 456 6524**.

- If the **Insured** has a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When the **Insured** needs to see a doctor, dentist or optician, or needs 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 or a doctor to visit the **Insured** where required.
- In case of legal difficulties, Global Assist will put the **Insured** in touch with the relevant embassy or consulate; and provide the name of a local lawyer.

For all the above services, Global Assist makes the necessary arrangements free of charge.

The Global Assist service is provided 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

If you need to submit an insurance claim, please visit [americanexpress.co.uk/insuranceportal](http://americanexpress.co.uk/insuranceportal)

### CLAIMS CONDITIONS AND REQUIREMENTS

- 1) All claims and potential claims must be reported within 30 days of the incident giving rise to the claim.
- 2) **We** will only pay amounts if they are not covered by other insurance, state benefits or other agreements. The **Insured** or the **Company** 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 copies of all documentation sent to substantiate a claim are kept.
- 5) **We** may require that the Insured is examined by a medical practitioner or specialist appointed by Us to enable Us to assess the claim fully.
- 6) The **Insured** will need to transfer to **Us**, on request and at their expense, any damaged item and to assign to **Us** legal rights to recover from the party responsible up to the amount that **We** have paid.
- 7) If the **Insured** or any other interested party does not comply with the obligations as shown in these terms and conditions, the **Insured's** claim may be declined. Should the **Insured** deliberately cause the incident leading to the claim, commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 8) Please provide all the following items, information and documentation and anything else reasonably requested by **Us** in order to make a claim. These must be provided at the **Insured's** own expense.

Benefit	Information required
General	<ul style="list-style-type: none"> <li>• The <b>Business Travel Account</b> number</li> <li>• All documents must be original</li> <li>• Completed claim form when needed</li> <li>• Proof that the travel ticket was purchased on the <b>Business Travel Account</b></li> </ul>

### **BUSINESS TRAVEL ACCIDENT AND BAGGAGE AND PERSONAL POSSESSIONS**

Business Travel Accident	<ul style="list-style-type: none"> <li>• Evidence from the appropriate organisation detailing the accident</li> <li>• Approved medical reports</li> </ul>
Baggage and Personal Possessions	<ul style="list-style-type: none"> <li>• Report from police or a report from the <b>Public Vehicle</b> operator (as appropriate) for loss or theft claims</li> <li>• Proof of ownership (for example a receipt for the purchase of the original goods)</li> <li>• Damaged personal belongings</li> </ul>

## **POLICY CONDITIONS**

### **DURATION OF COVER**

The insurance benefits apply to **Business Trips** and **Personal Trips** which have been charged to the **Business Travel Account**:

- a) provided that the eligibility criteria (as set out at the beginning of these **Policy Terms and Conditions**) continues to be fulfilled;
- b) provided that the insurance benefits or **BA Business Travel Account** have not been withdrawn or cancelled by notice to the **Company**; and
- c) for the applicable time periods, as indicated in these **Policy Terms and Conditions**.

### **VARIATION OF COVER**

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

- 1) For legal or regulatory reasons; and/or
- 2) To reflect new industry guidance and codes of practice; and/or
- 3) To reflect legitimate cost increases or reductions associated with providing this



- insurance; and/or
- 4) For any other legitimate commercial reason, for example in the event of a change of underwriter.

If this happens **We**, or **American Express** with **Our** authority, will write to the **Company** with details of the changes at least 60 days before they come into effect. The **Company** may cancel the **Business Travel Account** if it does not agree to any proposed changes.

#### **CANCELLATION OF COVER**

If **We** decide to cancel a **Policy** under which insurance benefits are provided to the **Insured**, **We**, or **American Express** with **Our** authority, will write to the **Company** at the latest address held on file for them. The **Policy** will then be cancelled no fewer than 60 days after the date of the letter.

#### **RIGHT TO CANCEL**

The **Company** may cancel this **Policy** by cancelling the **Business Travel Account** at any time. The **Company** should refer to its **Business Travel Account** terms and conditions for more details.

#### **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**

Neither the **Company** nor the **Insured** can transfer the insurance cover provided with the **Business Travel Account** to any other person.

#### **COMPLIANCE WITH POLICY REQUIREMENTS**

Where an **Insured** or their 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 the **Insured** 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**

The **Insured** shall take all reasonable steps to avoid or minimise any loss or damage.

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

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 Insurance Services Europe Limited  
UK Insurance Executive Office

Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom

Telephone: +44 (0) 870 600 0342  
Email: [insurance@aexp.com](mailto:insurance@aexp.com)

**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  
Harbour Exchange Square  
London E14 9SR  
Telephone: 0800 023 4 567

From a mobile: 0300 123 9 123  
From aboard: +44 20 7964 0500  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The existence of these complaints procedures does not affect the statutory rights relating to this **Policy**. For more information on statutory rights contact the Competition and Markets Authority or Citizens Advice Bureau.

## FINANCIAL SERVICES COMPENSATION SCHEME

American Express Insurance Services Europe Limited, Chubb European Group SE and Lloyd's Insurance Company S.A. are covered by the FSCS. The **Insured** may be entitled to compensation from the scheme if any party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY  
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, Chubb and Lloyd's Insurance Company S.A., 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>	<b>Beazley is data controller for</b>
Global Assist services	Business Travel Accident insurance	Baggage and Personal Possessions 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 be considered to be a data controller (not acting on Our instructions) and will be primarily responsible for deciding how Your personal data is held and used once shared by Us, providing the appropriate information notices and obtaining consent (where applicable).

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

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

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

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

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

What are Your rights regarding Your personal data?

You can exercise the following rights regarding Your personal data:

Access – You may request access to Your personal data.

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

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

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

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

- a. You contest the accuracy of Your personal data, for a period until We can verify their accuracy.

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

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

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

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

You can exercise Your rights by contacting Our data protection officer at:  
EAGlobalDPO@europ-assistance.com

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

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

To handle Your claim and get back to You more rapidly, We are using a claim management system that scans and analyses the content of Your claim and the supporting documents. The assessment of Your claim is therefore fully automated and there is no human intervention in the decision-making process. Based on the reading and interpretation of the supporting documents You provided, the claim management system will assess whether Your claim meets the terms and conditions of Your Policy and whether to accept or reject Your claim, in full or in part.

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

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

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

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

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

#### **French authority:**

Commission Nationale de l'Informatique et des Libertés (CNIL)

3 Place de Fontenoy

TSA 80715

75334 PARIS CEDEX 07

France

[www.cnil.fr](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/](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.

The below section references Beazley's Data Protection:

Beazley is acting as Data controller on behalf of Lloyd's.

If You want to know what information is held about You by Beazley's, or have other requests or concerns relating to our use of Your data, please write to us at:

Data Protection Officer

Plantation Place South

60 Great Tower Street

London

EC3R 5AD

**MATERIAL DISCLOSURE**

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

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