# American Express® International Currency Business Travel Account / Travel Manager Lodge Account

**Guide To Your Travel Protection Benefits** 



# YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY BUSINESS TRAVEL ACCOUNT / TRAVEL MANAGER LODGE ACCOUNT

(OBTAINED IN THE EUROPEAN ECONOMIC AREA)

This is the **DARK BLUE SECTION** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card:

- a) on the American Express website;
- b) in response to mail or an email from American Express; or
- c) through a bank in a country within the EEA\*

* Countries within the EEA are:			
Austria	Greece	Norway	
Belgium	Hungary	Poland	
Bulgaria	Iceland	Portugal	
Croatia	Ireland	Romania	
Cyprus	Italy	Slovakia	
Czech Republic	Latvia	Slovenia	
Denmark	Liechtenstein	Spain	
Estonia	Lithuania	Sweden	
Finland	Luxembourg	United Kingdom	
France	Malta		
Germany	Netherlands		

<sup>\*</sup> Correct as at time of printing (April 2017).

Otherwise, if you applied for your Card through a bank in a country outside the EEA\*, please go to page 9 and refer to the **LIGHT BLUE HEADED SECTION** for your travel protection benefit details.

The travel protection benefits provided are the same under the two sections, however, the basis on which we provide them is different.

Use this section with DARK BLUE HEADED PAGES for details of your travel protection benefits if your company is based within the European Economic Area (EEA).

Otherwise, if your company is based outside the European Economic Area (EEA), please refer to the section with blue headed pages for details of your travel protection benefits. (The purple headed pages are not relevant to your travel protection benefits.)

The travel protection benefits provided are the same under the two sections, however, the basis on which we provide them is different.

CONTAINS:

#### 1. KEY INFORMATION:

- (i) Policy Summary
- (ii) Terms of Business

#### 2. POLICY TERMS AND CONDITIONS

# KEY INFORMATION (i) POLICY SUMMARY

#### **IMPORTANT INFORMATION**

This Policy Summary contains some important facts about the insurance (travel protection benefits) provided with the American Express® International Currency Corporate Gold Card (the "Card"). It does not contain the full Policy Terms and Conditions and it is important that these are read to ensure full understanding of the cover provided. Full Policy Terms and Conditions are provided with your Card and can also be found on the American Express website.

The insurance is provided under group insurance policies that American Express Europe S.A. holds for the benefit of its Cardmembers. There is no additional charge or premium for this insurance. The insurer that underwrites the relevant policy is:

For Travel Inconvenience and Business Travel Accident cover

 Chubb European Group SE registered number 1112892
 registered in England & Wales with registered office at 100
 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
 Full details can be found online at https://register.fca.org.uk/

In this Policy Summary we use the term "Insurer" when we refer to Chubb.

#### **ELIGIBILITY**

The benefits described in this Policy Summary are dependent upon a Card being issued, the Card account being valid and the account balance having been paid in accordance with the Cardmember agreement at the time of any incident giving rise to a claim.

All benefits are dependent on the Card 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 this Policy Summary may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions. In the event of any material change, American Express will give you or your company at least 60 days' written notice.

#### **DURATION OF COVER**

Trips (and certain Personal Trips) as described below and as defined in the Policy Terms and Conditions which have been charged to the International Currency Business Travel / Lodge Account:

- a) provided that the eligibility criteria (as set out above) continue to be fulfilled;
- b) provided that the insurance benefits or International Currency Business Travel / Lodge Account have not been withdrawn or cancelled by notice to the Company; and
- c) for the applicable time periods, as indicated in the Policy Terms and Conditions.

#### **TYPES OF TRIPS COVERED**

Insurance cover is provided for the following types of trip:

- a) Business Trips, meaning a trip taken by an employee, associate
  or other authorised person for the purpose of furthering the
  business of the Company, whose trip has been authorised by
  the Company and charged to a International Currency Business
  Travel / Lodge Account: and (if applicable)
- b) Personal Trips, meaning a trip authorised by the Company and charged to a International Currency Business Travel / Lodge Account taken by an employee, associate or other authorised person during the course of a Business Trip, which does not relate to furthering the business of the Company, and a trip taken to join them on that Personal Trip by their partner/spouse, married or unmarried, living at the same address as that individual, and their children under the age of 23 who are financially dependent on the individual (including step children, fostered or adopted children).

The Business Trip or Personal Trip must have been taken by a land, air, river or sea-going vehicle which is commercially licensed to transport fare paying passengers (defined as a "Public Vehicle" in the Policy Terms and Conditions).

#### **Summary of Cover**

Business Travel Accident insurance cover is provided for individuals taking Business Trips and (if applicable) Personal Trips. All benefits are dependent on the International Currency Business Travel / Lodge 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.

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US dollars and Euros. US dollar limits apply only to the American Express International Currency Corporate Business Travel Accounts where the account

is billed in US dollars and all approved benefit payments will be made in US dollars subject to these limits. Euro limits apply only to American Express International Currency Business Travel / Lodge Accounts where the account is billed in Euros and all approved benefit payments will be made in Euros subject to these limits.

#### **BUSINESS TRAVEL ACCIDENT COVER**

The following table sets out the benefits payable under Travel Inconvenience and Business Travel Accident cover.

Cover, subject to Policy Terms and Conditions, per insured person, per claim	Key Exclusions & Limitations	Policy Terms a Condition Section Number
BUSINESS TRAVEL ACCIDENT  Business Trip: U\$\$/€350,000 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 International Currency Business Travel / Lodge Account  Personal Trip: U\$\$/€100,000 for death or the complete loss of limb, sight, speech or hearing as a result of an accident while travelling on a Public Vehicle, where the travel ticket was purchased on the International Currency Business Travel / Lodge Account	KEY EXCLUSIONS & LIMITATIONS  Benefit amounts are reduced to 50% of the amounts specified for certain identified injuries  An accident occurring more than 30 days after the outward journey of the Business Trip  Every day travel to and from work  Manual work and workrelated accidents  Participating in any sports and activities other than golf, leisure running or jogging, racquet sports, use of a gym and swimming  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 US\$/€30,000,000 to be shared pro rata amongst all insureds covered under the Company's International Currency Business Travel / Lodge Account insurance benefits  The benefit amount for the death of a child under the age of 16 is reduced to US \$/€10,000	1

#### **OTHER TRAVEL SERVICES**

#### **GLOBAL ASSISTANCE ON OR RELATING TO A TRIP**

· 24 hour assistance helpline

#### **RIGHT TO CANCEL**

The Company may cancel this cover by cancelling the International Currency Business Travel / Lodge Account at any time. The Company should refer to its International Currency Business Travel / Lodge Account terms and conditions for more details.

#### **HOW TO CLAIM**

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In order to report a claim, please call: +44 (0) 845 841 0059.

Please be ready to provide the International Currency Business Travel / Lodge Account number, which should be used as the reference number. Please ensure copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions.

#### **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 there be a complaint, please contact American Express so the complaint can be dealt with as soon as possible. Please write to:

American Express Europe S.A. Executive Customer Relations 1 John Street Brighton BN88 1NH United Kingdom

or telephone: **+ 44 (0) 1273 576 151**. 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 South Quay Plaza 183 Marsh Wall London E14 9SR United Kingdom.

Website: www.financial-ombudsman.org.uk Telephone: 0800 023 4567

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

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 Europe S.A. Europe Limited and Chubb European Group SE are unable to meet their obligations, the insured may be entitled to compensation under the UK Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the UK FSCS. Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street,

London EC3A 7QU, United Kingdom. Telephone 0800 678 1100 or + 44 (0) 207 741 4100. Website: www.fscs.org.uk.

#### (i) Terms of Business

The information in this section explains the basis of the insurance services provided by American Express under the International Currency Business Travel / Lodge Account.

The insurance policies are arranged and held by American Express Europe S.A. registered in England and Wales with company number 1833139, registered office Belgrave House, 76 Buckingham Palace Road.

London SW1W 9AX, United Kingdom, ("American Express") for the benefit of individuals whose trip is charged to the International Currency Business Travel / Lodge Account.

#### 1. The UK Financial Conduct Authority (FCA)

The UK FCA is the independent non-governmental body in the United Kingdom that regulates financial services.

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

American Express only offer Business Travel Accident insurance underwritten by Chubb European Group SE.

#### 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 International Currency Business Travel / Lodge Account. The insurance benefits are automatically included with the International Currency Business Travel / Lodge 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 International Currency Business Travel / Lodge 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 International Currency Business Travel / Lodge Account.

#### 5. Who regulates American Express?

American Express Europe S.A. (registered in England and Wales with company number 1833139 and registered office at 76 Buckingham Palace Road, London SW1W 9AX) is, for insurance mediation activities only, an appointed representative of American Express Insurance Services Europe Limited (firm reference number 311684) who is authorised and regulated by the Financial Conduct Authority (FCA) in the United Kingdom. Please be aware that for countries within the EEA, the conduct of business activities will be regulated by that country's insurance regulator.

You can check this on the Financial Services Register by visiting the website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on

UK: 0800 111 6768 (or from abroad: +44 20 7066 1000).

#### 6. Ownership

American Express Europe S.A. is ultimately owned by the American Express Company.

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

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

American Express Europe S.A. Executive Customer Relations 1 John Street Brighton BN88 1NH United Kingdom

or telephone: +44 (0) 1273 576 151.

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 UK Financial Ombudsman Service.

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

American Express are covered by the UK 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 UK FSCS.

#### **Demands and Needs**

This insurance meets the demands and needs of organisations that require Business Travel Accident insurance cover to be provided alongside an International Currency Business Travel / Lodge 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 American Express® International Currency Business Travel / Lodge

Account under the group policies of insurance held by American Express Europe S.A. with Chubb European Group SE.

#### **ELIGIBILITY**

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

All insurance benefits are dependent on the International Currency Business Travel / Lodge 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 European euros.

"\$" shall mean United States dollars.

"American Express" means American Express Europe S.A.

**"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 **International Currency Business Travel / Lodge Account**, prior to the incident taking place.

"Company" means the entity which holds and is authorised to book travel to the International Currency Business Travel / Lodge Account with American Express. This will include the UK or non UK registered company, business, firm, corporation, partnership or proprietorship or other sponsoring organisation.

"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 **International Currency Business Travel / Lodge Account**; or

(ii) for a **Personal Trip**, an individual whose trip has been authorised by the **Company** and charged to the **International Currency Business Travel / Lodge 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.

"International Currency Business Travel / Lodge Account" means the I account the Company has with American Express to which trips are charged.

"Our/Us/We/Insurer" means for Business Travel Accident cover:

**Chubb European Group SE** registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/

"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 International Currency Business Travel / Lodge Account prior to the incident taking place. A Reward Event endorsed by the Company and charged to the International Currency Business Travel / Lodge 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**

For the benefits under Sections 1 to apply, travel tickets must have been charged in full to the International Currency Business Travel / Lodge Account. All benefit limits in this document are shown in 3) immediately after alighting from an aircraft, ship or train while \$ and €. \$ limits apply only to International Currency Business Travel / Lodge Accounts where the account is billed in \$ and all approved benefit payments will be made in \$ subject to these limits.

€ limits apply only to International Currency Business Travel / **Lodge Accounts** where the account is billed in € and all approved benefit payments will be made in € subject to these limits.

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 International Currency Business Travel / **Lodge 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 International **Currency Business Travel / Lodge Account.** 

**PLEASE NOTE**: If, as a direct result of an **Event**, the total number of claims from Insureds under this International Currency Business Travel / Lodge Account exceeds \$30,000,000 or €30,000,000 (as applicable), 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** International Currency Business Travel / Lodge Account equals \$30,000,000 or €30,000,000 (as applicable). For the avoidance of doubt, the \$30.000.000 or €30.000.000 (as applicable) limit shall be applied:

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

#### **BENEFITS**

#### 1.1 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
- 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**.

The **Insured** will be covered for the following:

\$350,000 or €350,000 (as applicable) 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 \$175,000 or €175,000 (as applicable) 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 \$350,000 or €350,000 (as applicable).

#### 1.2 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
- 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.

The **Insured** will be covered for the following:

\$100,000 or €100,000 (as applicable) 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:
- the entire and irrecoverable loss of one or more of:
  - i. sight:
  - ii. speech; or
  - iii. hearing;
- the amount will be reduced by 50% to \$50.000 or €50.000 (as applicable) 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 Personal Trip will be \$100,000 or €100,000 (as applicable).

The benefit amount for the death of a child under the age of 16 is reduced to \$10,000 or €10,000 (as applicable).

#### **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 an 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 3) Please ensure copies are kept of all documentation sent to gaseous agent.
- 19) Injuries or accidents which occur while under the influence 4) We may require that the Insured is examined by a medical 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 5) If the **Insured** or any other interested party does not comply which a government agency has advised against travel or all but essential travel.

#### **GLOBAL ASSISTANCE**

This Section details the Global Assist benefit provided with the International Currency Business Travel / Lodge Account.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when the **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 AXA Travel Insurance (ATI), which is part of the AXA Assistance Group. ATI's registered address in Ireland is 10/11 Mary Street, Dublin 1.

#### **HOW TO CLAIM**

#### **CLAIMS AND ASSISTANCE**

In order to report a claim, please call: +44 (0) 845 841 0059.

Please be ready to provide the **International Currency Business** Travel / Lodge Account number which should be used as the reference number.

#### **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) Interest will only be considered on claims if payment has been unreasonably delayed following Our receipt of all the required information.
- substantiate a claim.
- practitioner or specialist appointed by Us to enable Us to assess the claim fully.
- 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.
- 6) 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
Business Travel Accident	The International Currency Business     Travel / Lodge Account number
	All documents must be original
	Completed claim form when needed
	Proof that the travel ticket was purchased on the International Currency Business Travel / Lodge Account
	<ul> <li>Evidence from the appropriate organisation detailing the accident</li> <li>Approved medical reports</li> </ul>

#### **POLICY CONDITIONS DURATION OF COVER**

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

- a) provided that the eligibility criteria (as set out at the beginning of these Policy Terms and Conditions) continue to be
- b) provided that the insurance benefits or International Currency Business Travel / Lodge 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 American Express will write to the Company with details of the changes at least 60 days before they come into effect. The **Company** may cancel the rights under this Policy by cancelling the International Currency Business Travel / Lodge Account if it does not agree to any proposed changes.

#### **CANCELLATION OF COVER**

If American Express decide to cancel the Policy under which the insurance benefits are provided to the Insured, American Express 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 its rights under this **Policy** by cancelling the **International Currency Business Travel / Lodge Account** at any time. The **Company** should refer to its **International Currency Business Travel / Lodge 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  ${\bf Us}$ .

#### **ASSIGNMENT**

Neither the **Company** nor the **Insured** can transfer the insurance cover provided with the **International Currency Business Travel / Lodge 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 there be a complaint, please contact **American Express** so the complaint can be dealt with as soon as possible. Please write to:

American Express Europe S.A. 1 John Street Brighton BN88 1NH United Kingdom.

or telephone: **+ 44 (0) 1273 576 151. American Express** is a member of the Financial Ombudsman Service (FOS) in the United Kingdom who may be approached for assistance if the **Insured** is not satisfied with the response received. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service

South Quay Plaza 183 Marsh Wall London

E14 9SR United Kingdom.

Telephone: 0800 023 4567

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

email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

#### **UK FINANCIAL CONDUCT AUTHORITY**

American Express Europe S.A. (registered in England and Wales with company number 1833139 and registered office at 76 Buckingham Palace Road.

London SW1W 9AX) is, for insurance mediation activities only, an appointed representative of American Express Insurance Services Europe Limited (firm reference number 311684) who is authorised and regulated by the Financial Conduct Authority (FCA) in the United Kingdom. Please be aware that for countries within the EEA, the conduct of business activities will be regulated by that country's insurance regulator.

Chubb European Group SE registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/. Chubb is the world's largest publicly traded property and casualty insurer, providing commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance.

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

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

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU United Kingdom.

Telephone: 0800 678 1100 or +44 (0) 207 741 4100

Website: www.fscs.org.uk.

#### **DATA PROTECTION**

Details of you, your insurance cover under this policy and your claims will be held by us, Inter Partner Assistance SA (Irish Branch) and Chubb, 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:
- 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, or Chubb European Group SE, or have other requests or concerns relating to our use of your data, please write to us at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

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

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: www.axa-assistance.com/en.privacypolicyorhttps://www2.chubb.com/uk-en/footer/privacypolicy.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, various Underwriting Members of Lloyd's of London 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 statistical analysis and 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 and other countries 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**

In response to questions that we may ask, it is the responsibility of the **Company** and the **Insured** to provide complete and accurate information to **Us** and **American Express** throughout the life of the **Policy**. It is important that all statements made over the telephone, on claim forms and other documents are full and accurate. Please note that failure to disclose any material information to **Us** or **American Express**, this could

invalidate the insurance cover provided to the **Insured** and could mean that part or all of a claim may not be paid.

### YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY BUSINESS TRAVEL ACCOUNT / TRAVEL MANAGER LODGE ACCOUNT

(OBTAINED IN THE EUROPEAN ECONOMIC AREA)

This is the **LIGHT BLUE SECTION** of Your Travel Protection Benefits document. You should refer to this section if you applied for your card through a company in a country outside the European Economic Area (EEA)\*.

Otherwise, if you applied for your Card:

- a) on the American Express website;
- b) in response to mail or an email from American Express;
- c) through a bank in a country within the EEA\*

Please go to the DARK BLUE SECTION for your travel protection benefit details.

* Countries within the EEA are:			
Austria	Greece	Norway	
Belgium	Hungary	Poland	
Bulgaria	Iceland	Portugal	
Croatia	Ireland	Romania	
Cyprus	Italy	Slovakia	
Czech Republic	Latvia	Slovenia	
Denmark	Liechtenstein	Spain	
Estonia	Lithuania	Sweden	
Finland	Luxembourg	United Kingdom	
France	Malta		
Germany	Netherlands		

<sup>\*</sup> Correct as at time of printing (April 2017).

The travel protection benefits provided are the same under the two sections, however, the basis on which we provide them is different.

Use this section with LIGHT BLUE HEADED PAGES for details of your travel protection benefits if your company is based outside the European Economic Area (EEA).

Otherwise, if your company is based within the European Economic Area (EEA) please refer to the section with purple headed pages for details of your travel protection benefits. (The blue headed pages are not relevant to your travel protection benefits).

The travel protection benefits provided are the same under the two sections, however, the basis on which we provide them is different.

CONTAINS:

#### 1. KEY INFORMATION:

- (i) General Information
- (ii) Summary of Benefits
- (iii) Terms of Business

#### 2. TRAVEL PROTECTION BENEFIT DETAILS

#### **KEY INFORMATION** (i) GENERAL INFORMATION

This document is not a contract of insurance. This document summarises the travel protection benefits available to individuals authorised to travel whose trip is charged to an American Express International Currency Business Travel Account or Travel Manager Lodge Account ("International Currency Business Travel / Lodge Account") and whose company is based outside the EEA.

In order to provide these individuals ("Protected Persons") with the travel protection benefits, American Express Europe S.A. of Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom has entered into an insurance contract with an insurance b) provided that the travel protection benefits or International company Chubb European Group SE (the "Insurer").

American Express Europe S.A. is the only policyholder and only it has direct rights under the insurance contracts against the Insurer: it holds this insurance contract for the benefit of the Cardmembers. The Cardmembers do not have a contract of insurance or any direct rights under the policies.

Protected Persons are authorised by American Express Europe S.A. to contact the Insurer directly on its behalf for the purpose of making a claim under the travel protection benefits. This does not alter the basis upon which the travel protection benefits are held by American Express Europe S.A. for the benefit of Protected Persons; and provides no rights to Protected Persons to bring legal proceedings against the Insurer on behalf of American Express Europe S.A.; nor will any act or omission of a Protected Person affect any rights of American Express Europe S.A. under the insurance contracts with the Insurer.

Protected Persons must comply with the obligations detailed in this document in respect of their travel protection benefits and must contact the Insurer as soon as possible in the event of an incident arising to a claim.

#### **ELIGIBILITY**

The benefits described in this document are dependent upon the Business Travel / Lodge Account being valid and the account balance having been paid in accordance with the Business Travel / Lodge Account agreement at the time of any incident giving rise to a claim.

All benefits are dependent on the International Currency Business Travel / Lodge Account having been used to purchase the travel tickets for the relevant trip.

The travel protection benefits outlined in this Travel Protection Benefit Details may be varied, withdrawn or cancelled in certain circumstances in accordance with the Travel Protection Benefit Details. American Express will give the company that holds the International Currency Business Travel / Lodge Account ("the Company") at least 60 days' written notice of any material change.

#### **DURATION OF BENEFITS**

The travel protection benefits apply to Business Trips (and certain Personal Trips) as described below and as defined in the Travel Protection Benefit Details, which have been charged to the International Currency Business Travel / Lodge Account:

- a) provided that the eligibility criteria (as set out above) continue to be fulfilled:
- Currency Business Travel / Lodge Account have not been withdrawn or cancelled by notice to the Company; and
- c) for the applicable time periods, as indicated in the Travel Protection Benefit Details

#### **TYPES OF TRIP**

Travel protection benefits are provided for the following types of trip:

- a) Business Trips, meaning a trip taken by an employee, associate or other authorised person for the purpose of furthering the business of the Company, whose trip has been authorised by the Company and charged to a International Currency Business Travel / Lodge Account; and (if applicable)
- Personal Trips, meaning a trip authorised by the Company and charged to a International Currency Business Travel / Lodge Account taken by an employee, associate or other authorised person during the course of a Business Trip, which does not relate to furthering the business of the Company, and a trip taken to join them on that Personal Trip by their partner/spouse, married or unmarried, living at the same address as that individual, and their children under the age of 23 who are financially dependent on the individual (including step children, fostered or adopted

The Business Trip or Personal Trip must have been taken by a land, air, river or sea-going vehicle which is commercially licensed to transport fare paying passengers (defined as a "Public Vehicle" in the Travel Protection Benefit Details).

#### (ii) Summary of Benefits

The Business Travel Accident benefit is provided for Protected Persons taking Business Trips and (if applicable) Personal Trips. All benefits are dependent on the International Currency Business Travel / Lodge 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 benefit amounts for Business Travel Accident benefit apply to a Personal Trip from that applicable to a Business Trip.

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US dollars and Euros. US dollar limits apply only to the American Express International Currency Corporate Business Travel / Lodge Accounts where the account is billed in US dollars and all approved benefit payments will be made in US dollars subject to these limits. Euro limits apply only to American Express International Currency Business Travel / Lodge Accounts where the account is billed in Euros and all approved benefit payments will be made in Euros subject to these limits.

#### **BUSINESS TRAVEL ACCIDENT**

The following table sets out the benefits payable under the Business Travel Accident protection benefit.

Benefit, subject to conditions, per protected person, per claim	Key Exclusions & Limitations	Section Number	OTHER TRAVEL SERVICES  GLOBAL ASSISTANCE ON OR RELATING TO A TRIP
to conditions, per protected person,			
not arrive within 48 hours of arrival	resulting in a high number of claims from Protected Persons, the amount paid is subject to an aggregate limit of US\$/€30,000,000 to be shared pro rata amongst all Protected Persons claiming under the Company's International Currency Business Travel / Lodge Account travel protection benefits		1 John Street Brighton BN88 1NH United Kingdom or telephone: +44 (0) 1273 576 151.  American Express is a member of the UK Financial Ombudsman Service (FOS) who may be approached for assistance if the Protected Person is not satisfied with the response received. Contact details are given below. A leaflet explaining its procedure is available on request: Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR United Kingdom. Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567

From a mobile: +44 (0) 300 123 9 123

have been given the opportunity to resolve it first.

The Ombudsman will only consider the case if American Express

From abroad: +44 20 7964 0500

The benefit amount

for the death of a

child under the age of

16 is reduced to US

\$/€10.000

#### **COMPENSATION SCHEME**

In the unlikely event that American Express or Chubb European Group SE are unable to meet their obligations, the Protected Person may be entitled to compensation under the UK Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the UK FSCS. Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom.

Telephone +0800 678 1100 or + 44 (0) 207 741 4100.

Website: www.fscs.org.uk.

#### (i) Terms of Business

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

These travel protection benefits derive from an insurance contract which American Express Europe S.A., registered in England and Wales with Company Number 1833139, registered office Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("American Express") has made with the insurance company Chubb European Group Limited (the "Insurer"). American Express is free to amend, extend or terminate this contract at its sole discretion

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

American Express offer Business Travel Accident benefits. In order to provide Protected Persons with these benefits, American Express holds a contract of insurance with Chubb European Group SE.

# 2. Which service will American Express provide to you /your company?

Neither the Protected Person nor their company will receive advice or a recommendation from American Express for any travel protection benefits associated with the International Currency Business Travel / Lodge Account.

### 3. What will you have to pay American Express for their services?

There is no additional charge, fee or premium payable for the travel protection benefits provided with the International Currency Business Travel / Lodge Account.

American Express may receive commissions from third parties in relation to this product and may act on behalf of the travel protection benefits provider (as its agent or otherwise).

American Express does not act as an agent or fiduciary for Protected Persons. Protected Persons do not have a contract of insurance or any direct rights under the policies. American Express will aim to inform the company 60 days in advance of any changes to the available benefits which may be to Protected Persons' detriment.

Protected Persons are authorised by American Express to contact the Insurer directly on its' behalf for the purpose of making a claim under the travel protection benefits. This does not alter the basis upon which American Express hold the travel protection benefits for Protected Persons' benefit and does not provide Protected Persons with any rights to bring legal proceedings against the Insurer on American Express' behalf, nor will any act or omission by Protected Persons affect any of American Express' rights under the insurance contract. Protected Persons must comply with the obligations detailed in this document in respect of their travel protection benefits.

#### 4. Ownership

American Express Europe S.A. is ultimately owned by the American Express Company.

#### 5. What to do if you have a complaint

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

American Express Europe S.A.
Executive Customer Relations
1 John Street
Brighton
BN88 1NH
United Kingdom

or telephone: +44 (0) 1273 576 151.

Further details on the complaints process are contained in the Travel Protection Benefit Details. If the complaint cannot be settled, the Protected Person may be entitled to refer it to the UK Financial Ombudsman Service.

# 6. Are American Express covered by the UK Financial Services Compensation Scheme (FSCS)?

American Express are covered by the UK FSCS. The Protected Person may be entitled to compensation from the scheme if it cannot meet its obligations. This depends on the type of business, the circumstances of the claim and the Protected Person's geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

#### TRAVEL PROTECTION BENEFIT DETAILS

These Travel Protection Benefit Details give full details of the travel protection benefits provided with the American Express® International Currency Business Travel / Lodge Account arising from a contract of insurance held by American Express Europe S.A. with Chubb European Group SE.

#### **ELIGIBILITY**

The benefits described in these Travel Protection Benefit Details are dependent upon the International Currency Business Travel / Lodge Account being valid and the account balance having been paid in accordance with the International Currency Business Travel / Lodge Account terms and conditions at the time of any incident giving rise to a claim.

All benefits are dependent on the International Currency Business Travel / Lodge Account having been used to purchase the travel tickets for the relevant trip, whether a Business Trip or a Personal Trip.

The benefits outlined in these Travel Protection Benefit Details may be varied, withdrawn or cancelled in certain circumstances in accordance with the Travel Protection Benefit Details. 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 European euros.

"\$" shall mean United States dollars.

"American Express" means American Express Europe S.A..

"Business Trip" means a trip taken by a Protected Person 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 International Currency Business Travel / Lodge Account, prior to the incident taking place.

"Company" means the entity which holds and is authorised to book travel to the **International** 

**Currency Business Travel / Lodge Account with American Express.** This will include the registered company, business, firm, corporation, partnership or proprietorship or other sponsoring organisation.

"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 **Protected Person's** principal address in their country of residence.

"Protected Person" means:

(i) for a **Business Trip**, an individual whose trip has been authorised by the **Company** and charged to the **International Currency Business Travel / Lodge Account**; or

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

"International Currency Business Travel / Lodge Account" means the account the Company has with American Express to which trips are charged.

"Insurer" means for the Business Travel Accident benefit:

**Chubb European Group SE** registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at https://register.fca.org.uk/

**"Our/Us/We"** means **American Express. "Personal Trip"** means a trip taken by a Protected

**Person** 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 **International Currency Business** 

**Travel / Lodge Account** prior to the incident taking place. A **Reward Event** endorsed by the **Company** and charged to the **International Currency Business Travel / Lodge Account** constitutes a **Personal Trip**, whether taken within the course of a **Business Trip** or otherwise.

"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.

For the benefits under Section 1 to apply, travel tickets must have been charged in full to the **International Currency Business Travel**/ Lodge Account. All benefit limits in this document are shown in \$ and €. \$ limits apply only to **International Currency Business Travel** / Lodge Accounts where the account is billed in \$ and all approved benefit payments will be made in \$ subject to these limits.

€ limits apply only to International Currency Business Travel / Lodge Accounts where the account is billed in

€ and all approved benefit payments will be made in € subject to these limits.

If a **Protected Person** holds 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 **Travel Protection Benefit Details** for any one incident.

#### 1. BUSINESS TRAVEL ACCIDENT

This Section 1 details the Business Travel Accident benefits provided with the **International Currency Business Travel / Lodge 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 **International Currency Business Travel / Lodge Account**.

PLEASE NOTE: If, as a direct result of an Event, the total number of claims from Protected Persons under this International Currency Business Travel / Lodge Account exceeds \$30,000,000 or €30,000,000 (as applicable), each benefit amount applicable to each Protected Person will be reduced pro-rata such that the

total sum to be paid by the Insurer to all of the Protected Persons claiming under the Company's International Currency Business Travel / Lodge Account equals

\$30,000,000 or €30,000,000 (as applicable). For the avoidance of doubt, the \$30,000,000 or €30,000,000 (as applicable) limit shall be applied:

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

#### **BENEFITS**

#### 0.1 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:

- 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**.

The **Protected Person** will be paid for the following:

\$350,000 or €350,000 (as applicable) if a **Protected Person** 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;
- e) the amount will be reduced by 50% to \$175,000 or €175,000 (as applicable) 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 a **Protected Person**, or their estate, following an accident occurring on a **Business Trip** will be \$350,000 or €350,000 (as applicable).

#### 0.2 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:

- 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
- 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.

The **Protected Person** will be paid for the following:

\$100,000 or €100,000 (as applicable) if a **Protected Person** 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;
- e) the amount will be reduced by 50% to \$50,000 or €50,000 (as applicable) 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 a **Protected Person**, or their **estate**, following an accident occurring on a **Personal Trip** will be \$100.000 or €100.000 (as applicable).

The benefit amount for the death of a child under the age of 16 is reduced to \$10,000 or €10,000 (as applicable).

#### **EXCLUSIONS**

Payment will not be made in respect of the following:

- 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.
- The **Protected Person** 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.
- 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 a **Protected Person** caused by a **Protected Person'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 a Protected Person 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 a Protected Person.
- 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.

#### **GLOBAL ASSISTANCE**

This Section details the Global Assist benefit provided with the **International Currency Business Travel / Lodge Account**.

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

- If the Protected Person has a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When the Protected Person 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 Protected Person where required.
- In case of legal difficulties, Global Assist will put the **Protected Person** 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 AXA Travel Insurance (ATI), which is part of the AXA Assistance Group. ATI's registered address in Ireland is 10/11 Mary Street, Dublin 1.

#### **HOW TO CLAIM**

#### **CLAIMS AND ASSISTANCE**

In order to report a claim, please call: +44 (0) 845 841 0059.

Please be ready to provide the **International Currency Business Travel / Lodge Account** number which should be used as the reference number.

#### **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident giving rise to the claim.
- Interest will only be considered on claims if payment has been unreasonably delayed following the **Insurer's** receipt of all the required information.
- 3) Please ensure copies of all documentation sent to substantiate a claim are kept.
- 4) The Insurer may require that the Protected Person is examined by a medical practitioner or specialist appointed by

the **Insurer** to enable the **Insurer** to assess the claim fully.

- 5) If the **Protected Person** or any other interested party does not comply with the obligations as shown in these terms and conditions, the **Protected Person's** claim may be declined. Should the **Protected Person** 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.
- 6) Please provide all the following items, information and documentation and anything else reasonably requested by the Insurer in order to make a claim. These must be provided at the Protected Person's own expense.

Benefit	Information required
Business Travel Accident	The International Currency Business     Travel / Lodge Account number
	All documents must be original
	Completed claim form when needed
	Proof that the travel ticket was purchased on the International Currency Business Travel / Lodge Account
	Evidence from the appropriate organisation detailing the accident
	Approved medical reports

# TRAVEL PROTECTION BENEFIT CONDITIONS DURATION OF TRAVEL PROTECTION BENEFITS

The travel protection benefits apply to **Business Trips** and **Personal Trips** which have been charged to the **International Currency Business Travel / Lodge Account**:

- a) provided that the eligibility criteria (as set out at the beginning of these **Travel Protection Benefit Details**) continue to be fulfilled;
- b) provided that the travel protection benefits or International Currency Business Travel / Lodge Account have not been withdrawn or cancelled by notice to the Company; and
- c) for the applicable time periods, as indicated in these

**Travel Protection Benefit Details.** 

#### **VARIATION OF TRAVEL PROTECTION BENEFITS**

We reserve the right to add to these **Travel Protection Benefit Details** and/or make changes or withdraw certain travel protection benefits:

- 1) For legal or regulatory reasons; and/or
- 2) To reflect new industry guidance and codes of practice; and/or

- 3) To reflect legitimate cost increases or reductions associated with these travel protection benefits; and/or
- 4) For any other legitimate commercial reason, for example in the event of a change of underwriter who underwrites **Our** underlying policy.

If this happens **We** will write to the **Company** with details of the changes at least 60 days before they come into effect. The **Company** may cancel the **International Currency Business Travel** / **Lodge Account** if it does not agree to any proposed changes.

#### **CANCELLATION OF TRAVEL PROTECTION BENEFITS**

If **We** decide to cancel a contract under which travel protection benefits are provided to the **Protected Person**, **We** will write to the **Company** at the latest address held on file for them, including the date on which the travel protection benefits will be cancelled.

#### **RIGHT TO CANCEL**

The **Company** may cancel these travel protection benefits by cancelling the **International Currency Business Travel / Lodge Account** at any time. The **Company** should refer to its **International Currency Business Travel / Lodge Account** terms and conditions for more details

#### LAW & LANGUAGE

The travel protection benefits shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have jurisdiction in any dispute. All communication with **Us** of and in connection with the Travel Protection Benefit Details shall be in the English language.

#### TAXES AND COSTS

Other taxes or costs may exist or apply, which are not imposed by  ${\bf Us}.$ 

#### **ASSIGNMENT**

Neither the **Company** nor the **Protected Person** can transfer the travel protection benefits provided with the **International Currency Business Travel / Lodge Account** to any other person.

## COMPLIANCE WITH TRAVEL PROTECTION BENEFIT REQUIREMENTS

Where a **Protected Person** or their personal representatives do not comply with any obligation to act in a certain way specified in these Travel Protection Benefit Details, the **Insurer** reserves the right not to pay a claim.

#### REASONABLE PRECAUTIONS

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

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

**We** are dedicated to providing a high quality service and aim to maintain this at all times. However, should there be a complaint,

please contact **Us** so the complaint can be dealt with as soon as possible. Please write to:

American Express Europe S.A.

1 John Street Brighton BN88 1NH United Kingdom.

or telephone: + 44 (0) 1273 576 151.

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

Financial Ombudsman Service

South Quay Plaza 183 Marsh Wall London E14 9SR

United Kingdom.

Telephone: 0800 023 4567

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

email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

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

American Express is covered by the UK FSCS. The **Protected Person** may be entitled to compensation from the scheme if c)
American Express cannot meet its obligations.

This depends on the type of business, the circumstances of the claim and the geographical location of the Protected Person. Further information about compensation scheme arrangements is available from the UK FSCS:

Financial Services Compensation Scheme

10th Floor Beaufort House 15 St Botolph Street

London EC3A 7QU United Kingdom.

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

Fax: +44 (0) 207 892 7301 Website: www.fscs.org.uk.

#### **DATA PROTECTION**

Details of you, your insurance cover under this policy and your claims will be held by us, Inter Partner Assistance SA (Irish Branch) and Chubb, 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;
- 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, or Chubb European Group PLC, 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

Or

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

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: www.axa-assistance.com/en.privacypolicy or https://www2.chubb.com/uk-en/footer/privacy-policy.aspx

Alternatively, a hard copy is available on request.

#### The **Providers**:

a) may, subject to ensuring appropriate safeguards have been put in place by the recipients to preserve the security of the **Protected Person's** information, disclose and use information about the **Protected Person**, including information relating to medical status and health to companies within the American Express, Chubb, various Underwriting Members of Lloyd's of London 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 statistical analysis and fraud prevention purposes; and b) undertake the above within and outside the United Kingdom and the European Union. This includes processing the Protected Person's information in the USA and other countries 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 Protected Person's information in the USA and other countries, as there is in the European Union.

If information has been provided about another person, the **Protected Person** confirms that they have agreed to the **Providers** receiving and processing their personal data.

The **Protected Person** 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**.

#### **INFORMATION PROVIDED BY YOU**

In response to questions that **We** or the **Insurer** may ask the **Protected Person**, it is the responsibility of the

**Company** and the **Protected Person** to provide complete and accurate information to **Us** and the **Insurer**. It is important that all statements made over the telephone, on claim forms and other documents are full and accurate.

Please note that failure to take reasonable care to disclose any material information could invalidate the travel protection benefits provided to the **Protected Person** and could mean that part or all of a claim may not be paid.