## Insurance Terms & Conditions.

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

## Important Changes to American Express® International Currency Green Card Travel Assistance Benefit Provider.

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

## **Summary of changes.**

## WHAT IS HAPPENING?

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

## WHAT'S IN IT FOR YOU?

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

## Now

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

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

You will be able to access AXA's online services for claims and assistance via your <u>americanexpress.co.uk/insuranceportal</u> 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 <u>american express.co.uk/</u> 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, Europ Assistance explain how they use your personal data, This covers: data protection and · what they collect and why. privacy · 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. **Clarifications: Travel restricted** Trips to Iran, Syria, North Korea, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk destinations 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** If you are unhappy with the service provided by American Express, or any of the Insurers, complaints can & Complaints 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

## Would you like more information?

• Please visit <u>go.amex/insurance-faqs</u> for frequently asked questions that will provide you more guidance about this change.

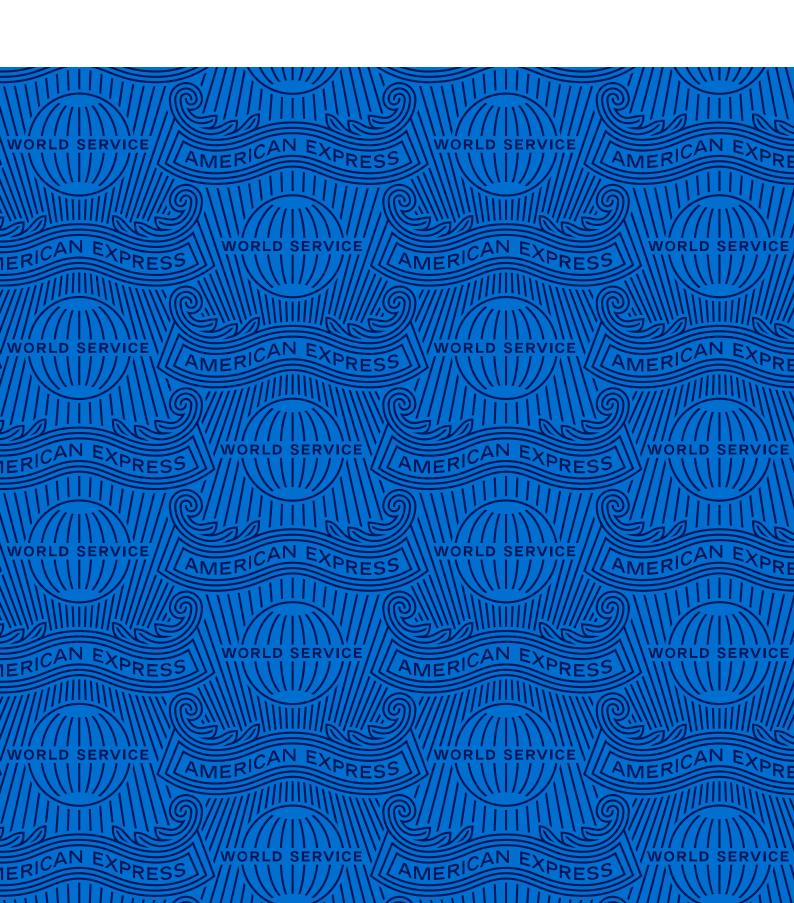
request. For details on eligible complainants, this can be obtained from the Financial Ombudsman Service.

## 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 <u>americanexpress.com/uk/contact-us</u> 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.



## YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GREEN CARD (OBTAINED WITHIN THE UNITED KINGDOM)

This is **SECTION A** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card in the United Kingdom or via our American Express ICC website.

Otherwise, please refer to **SECTION B** 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.

## AMERICAN EXPRESS TRAVEL INCONVENIENCE & TRAVEL ACCIDENT INSURANCE

## **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. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

**Product: The American Express® International Currency Green Card** 

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

## What is this type of insurance?

This insurance provides accidental death cover and delay insurance when travelling, where travel has been paid for using your American Express card.



#### What is insured?

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

#### **Travel Inconvenience**

- ✓ **Flight delay** or missed connection: up to US\$/€175 per person for reimbursement of additional travel, refreshment or accommodation costs if alternative arrangements have not been made available within 4 hours.
- ✓ Missed connection up to US\$/€200 per person for reimbursement of refreshment or accommodation costs if alternative arrangements have not been made available within 6 hours. A further US\$/€300 for extended delay after 10pm.
- ✓ Baggage delay Up to an additional US\$/€300 for purchase of essential items if baggage not arrived at the airport within 6 hours of your arrival.
- ✓ Up to an additional US\$/€500 per person if your baggage has not arrived at the airport within 48 hours of your arrival.

#### **Travel Accident**

✓ US\$/€100,000 for accidental death or accident resulting in complete loss of or permanent loss of use of limb, sight, speech or hearing while travelling on a public vehicle where the ticket was bought on the Card account.

**Hijack** – In the event of hijack on a public vehicle:

✓ US\$/€1,500 after 24 hours detained, and a further US\$/€3,000 after 72 hours.



#### What is not insured?

#### **Travel Inconvenience**

- Travel which is not purchased on the Card account.
- ✗ Delays of less than 4 hours.
- Costs which are recoverable from any other source.
- Baggage delay –items not immediately necessary for your journey.
- ✗ Baggage delay or extended baggage delay on the final leg of your Trip.
- Where alternative arrangements have been offered by the airline and refused by you or you have voluntarily accepted compensation for not travelling on an overbooked flight.

#### Travel Accident/Hijack

- Accidents on or involving vehicles privately hired or chartered.
- Travel Accident Self-inflicted injuries, suicide or attempted suicide; and any pre-existing infirmity at the start your journey.
- Injuries sustained whilst under the influence of alcohol or non-prescribed drugs.
- Travelling against government advice or subject to UN embargo.
- Any claims which would result in breaches of UN resolutions or trade or economic sanctions.



## Are there any restrictions on cover?

- ! All benefits are dependent on the use of the Card.
- ! Travel Accident Benefit amounts reduced to 50% for loss of one hand or one foot or loss of sight in one eye etc.
- ! Travel inconvenience Under missed connection, claims where insufficient time has been allowed to connect with your ongoing flight.



#### Where am I covered?

✓ For Travel Accident (including Hijack) and Travel Inconvenience – Worldwide



## What are my obligations?

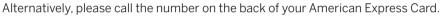
Travel Inconvenience and Travel Accident Insurance is provided for the Cardmember. All insurance benefits are dependent on the use of the Card.

## **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 to protect personal belongings.

#### In the event of a claim

• If you need to submit a non-emergency insurance claim, please visit americanexpress.com/icc/insuranceportal.





#### When and how do I pay?

The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with Chubb for the benefit of its Cardmembers. There is no additional charge or premium for this insurance.



## When does the cover start and end?

The cover starts when you take out the Card and continues for as long as you have the Card. You are entitled to be covered for Business Trips (and certain Personal Trips) as described in your terms and conditions.



## How do I cancel the contract?

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

Contents:

1. KEY INFORMATION:

2. TERMS OF BUSINESS

3. POLICY TERMS AND CONDITIONS

## 1. KEY INFORMATION

#### **HOW TO CLAIM**

If you need to submit a non-emergency insurance claim, please visit the 24/7 Card Benefit Centre at <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card; or **+44 (0)20 3126 4128** for Travel Accident or Hijack.

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

Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

## **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 Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: 0800 032 7401

American Express and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response you receive. The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it. 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

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567

or +44 (0) 20 7964 0500 (from abroad)

Fax: **020 7964 1001** 

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group SE or Inter Partner Assistance are unable to meet their obligations, you 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: www.fscs.org.uk

## 2. TERMS OF BUSINESS

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

## 1 The 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 offers Travel Inconvenience, Travel Accident and Hijack insurance underwritten by Chubb European Group SE.

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

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

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

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

American Express does not act as an agent or fiduciary for you, and may act on behalf of the insurance provider (as its agent or otherwise), as permitted by law. American Express may receive commissions from providers, and commissions may vary by provider and product. In some cases, an American Express group company may be the Insurer or reinsurer and may earn insurance or reinsurance income. The arrangements with certain providers, including the potential to reinsure products, may also influence the insurance which is provided to Cardmembers.

## **5 Who regulates American Express?**

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

## 6 Ownership

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

## 7 What to do if you have a complaint

If you wish to register a complaint, please contact:

In writing to:
American Express Services Europe Limited
Global Customer Research and Solutions
Department 333
1 John Street
BRIGHTON
BN88 1NH
United Kingdom

Telephone: 0800 032 7401

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

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

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

## 9 Remuneration and Compensation

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

## **DEMANDS AND NEEDS**

This insurance meets the demands and needs of Cardmembers who require Travel Inconvenience and Travel Accident insurance cover alongside their Card account. American Express has not provided opinions or recommendations on the suitability of the insurance for you.

## 3. POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with the American Express® International Currency Green Card under the group policy of insurance held by American Express Services Europe Limited with Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and Chubb European Group SE shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **ELIGIBILITY**

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

All benefits are dependent on the use of the Card.

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

## **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Cardmembers and all approved benefit payments will be made in euros subject to these limits.

## **DEFINITIONS**

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

- "Account" or "Card Account" means Your American Express Charge Card account with American Express on which the International Currency Green Card is issued.
- "American Express" means American Express Services Europe Limited.
- "Card" means any Card or other Account access device issued to a Cardmember (or a Supplementary Cardmember) for the purpose of accessing the Account.
- "Cardmember" means any individual who holds a valid Account.
- "Children" means any of **Your Children** (including step-Children, fostered or adopted **Children**) under the age of 23, who are financially dependent on **You** and who are not in full time employment. (The term "Child" shall have a corresponding meaning).
- "Covered Trip" means a) a trip by **Public Vehicle** where the entire fare has been charged to **Your Account**, prior to the accident taking place, and b) a trip taken by **You** between the first point of departure and the final destination as shown on **Your** ticket.
- "Insured" means (i) Main Cardmember and their Family, (ii) Supplementary Cardmembers.
- "Family" means Your partner or spouse, living at the same address as You, and Your Children.
- "Loss of hearing" means permanent profound deafness, which means the quietest sound **You** can hear is louder than 90 decibels when tested by a qualified audiologist.
- "Loss of sight" shall be deemed to have occurred:
- a. Loss of Sight in Both Eyes Permanent blindness which, based on medical evidence, **You** will never recover from and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government; or

b. Loss of Sight in One Eye - Permanent blindness which, based on medical evidence, **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### "Our/Us/We/Insurer" means:

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

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

- "Policy" means the insurance cover provided under the Policy Terms and Conditions.
- "Policyholder" means American Express Services Europe Limited.
- "Policy Terms and Conditions" means these terms and conditions.
- "Public Vehicle" means any air or land vehicle, river or sea-going vessel operated under licence for the transport of fare paying passengers. **Public Vehicles** do not include vehicles hired or chartered privately.
- **"Supplementary Cardmember"** means a person who has been nominated by the **Cardmember** to be issued with an additional **Card** on the **Account** and is also covered by the insurance benefits included with the Card.
- "You/Your" means the Insured person.

#### **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. **You** must inform **Us** of these and assist **Us** and/or any relevant third parties in seeking reimbursement where appropriate.

#### TRAVEL INCONVENIENCE, TRAVEL ACCIDENT AND HIJACK

This Section 3 details the Travel Inconvenience, Travel Accident and Hijack benefits provided with the Card.

Travel Inconvenience, Travel Accident and Hijack insurance cover is provided for the **Cardmember** and their **Family** and **Supplementary Cardmembers**.

## IMPORTANT INFORMATION:

For the benefits under this Section 3 to apply, travel tickets must have been purchased in full using:

- a. the Card:
- b. American Express Membership Rewards® points; or
- c. air miles that have been converted from American Express Membership Rewards points.

## 3.1 TRAVEL INCONVENIENCE

The travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 3.1 must be charged to **Your Card** to be eligible.

Travel Inconvenience benefits under this Section 3.1 are provided to cover any flight between named airports, on an aircraft operated by an airline, licensed by the relevant authorities for the air transportation of fare paying passengers. Cover does not apply to flights on aircraft chartered or hired privately.

If **You** are travelling with **Your Family, Your Supplementary Cardmembers** and are claiming under the same **Card Account**, the benefits stated under this Travel Inconvenience Section 3.1 must be shared and the maximum benefit amounts will refer to the total amounts claimed by all those people together and do not apply per person.

- 1) **You** will be reimbursed up to US\$175 or €175 (as applicable) for necessary additional travel, refreshment and accommodation costs incurred prior to Your actual departure if:
  - a. (<u>Delay, Cancellation</u>) **Your** pre-booked flight is delayed or cancelled and no alternative is made available within 4 hours of its published departure time;
  - b. (<u>Missed connection</u>) **You** miss **Your** connecting flight due to the late arrival of **Your** previous prebooked flight on which **You** travelled and no alternative is made available within 4 hours of the published departure time.

- 2) For overbooking **You** will be reimbursed up to US\$200 or €200 (as applicable) incurred between the scheduled and actual departure times for refreshment and accommodation costs incurred prior to **Your** actual departure. In the event that the delay to **Your** published departure time continues and no alternative travel arrangement is made within 6 hours of the published departure time or no alternative travel arrangement is available before 10pm that day (whichever occurs first), **You** will be reimbursed a further US\$300 or €300 (as applicable) for hotel accommodation and services used prior to **Your** departure.
- 3) You will be reimbursed for the purchase of essential items, including but not limited to clothing, medication and toiletries up to:
  - a. (<u>Baggage delay</u>) US\$300 or €300 (as applicable) if **Your** checked-in baggage has not arrived at **Your** destination airport within 6 hours of **Your** arrival;
  - b. (Extended baggage delay) An additional US\$500 or €500 (as applicable) if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.
- 4) We will not pay more than 5 claims per **Card Account** for a delay, cancellation, overbooking, or missed connection and 3 claims per **Card Account** for a baggage delay or extended baggage delay in any 12 month period.

#### **EXCLUSIONS**

You will not be covered in respect of the following:

- 1) Under missed connection, claims where insufficient time has been allowed to arrive to connect with **Your** ongoing flight.
- 2) Additional costs where the airline has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your** journey.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- Failure to obtain a Property Irregularity Report from the relevant airline authorities confirming Your missing baggage at Your destination.
- Where You voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.
- 8) Costs which are recoverable from any other source.
- 9) Not taking reasonable care of **Your** baggage.
- 10) Industrial action which has commenced or has been announced prior to booking **Your** flight.
- 11) Confiscation or destruction of Your baggage by any government, customs or public authority.

## 3.2 TRAVEL ACCIDENT

#### YOUR BENEFITS

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

- 1) While travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 2) While going directly to, or being on the premises of an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a **Covered Trip**; or immediately after alighting from an aircraft, ship or train used for a **Covered Trip** while on the premises of an airport, seaport or railway station.

You will be covered for the following:

US\$100,000 or €100,000 (as applicable) if **You** have an accident during a **Covered Trip** which within 365 days causes:

- a. death:
- b. the complete and permanent loss of use of any limb;
- c. Your entire and irrecoverable Loss of Sight, loss of speech or Loss of Hearing;
- 1) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be US\$100,000 or €100,000 (as applicable). The benefit amount for death during a **Covered Trip** is reduced to US\$10,000 or €10,000 (as applicable) for **Children** under the age of 16.
- 2) In the event of **You** holding more than one card issued by **American Express**, **We** will not pay more than the highest benefit amount stated in one of those card's policy terms and conditions for any one event.

## **EXCLUSIONS**

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

- Any claim related directly or indirectly to any physical defect or infirmity, which existed before the start of Your journey.
- 2) **Your** suffering from sickness or disease not directly resulting from a sudden identifiable violent external event that happens by chance.

- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **Your** self-inflicted injuries except where trying to save human life.
- 6) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 7) **Your** suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 9) Trips in, or booked to countries or any part of any country to which a government agency has advised against travelling or all but essential travel.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) 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.

## 3.3 HIJACK

#### YOUR BENEFITS

In the event of a **Hijack**, where **You** have paid for **Your** ticket with:

- a. the Card:
- b. American Express Membership Rewards® points; or
- c. air miles that have been converted from American Express Membership Rewards points.

#### You will be paid:

- 1) US\$1,500 or €1,500 (as applicable) after the first 24 hours **You** are illegally detained; and
- 2) A further US\$3,000 or €3,000 (as applicable) after the first 72 hours.

#### **EXCLUSIONS**

You will not be covered in respect of the following:

- 1) Accidents on or involving vehicles chartered or hired privately.
- 2) Trips in, or booked to countries or any part of a country where a government agency has advised against travel or all but essential travel.
- 3) Any fraudulent, dishonest or criminal act committed by You, or anyone with whom You are in collusion.
- 4) Declared or undeclared war or hostilities.

## **GLOBAL ASSISTANCE**

This section details the Global Assistance benefit provided with the Card.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when travelling outside **Your** country of residence. This emergency service is available exclusively to the **Cardmember** and their **Family** and **Supplementary Cardmembers** travelling with them. It operates 24 hours a day, every day of the year on +44 (0) 20 3126 4113.

- If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to US\$250 (as applicable).
- Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.
- In case of legal difficulties, Global Assist will put **You** in touch with the relevant embassy or consulate; provide the name of a local lawyer, and an advance of legal fees up to US\$250 or €250 (as applicable). **You** can be advanced up to US\$250 or €250 (as applicable) if **Your** money is lost or stolen and no other means of obtaining cash is available.

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

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

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

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

Travel Protection Benefits – American Express® International Currency Green Card – May 2023

#### **HOW TO CLAIM**

#### **CLAIMS AND ASSISTANCE**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Card Benefit Centre for American Express at <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card; or

+44 (0) 20 3126 4128 for Travel Accident or Hijack.

Please be ready to provide **Your** Card number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

## **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- 2) **We** will only pay amounts if they are not covered by another insurance, state benefits or other agreements. **You** must inform **Us** of these and assist **Us** and/or third party providers 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 that **You** keep copies of all documentation that **You** send to **Us** to substantiate a claim.
- 5) If **You** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** claim may be declined. Should you deliberately cause the event which led to the claim, or in the event that **You** commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 6) We may require **You** to be examined by a medical practitioner or specialist appointed by **Us** to enable **Us** to assess a claim fully.
- 7) 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 **Your** own expense.

| Benefit | Information required   |  |
|---------|--|--|
| General | <ul> <li>Your Card number</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> </ul> |  |

## TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT

| Benefit              | Information required  |
|----------------------|---|
| Travel Inconvenience | <ul> <li>Airline Ticket</li> <li>Proof that <b>You</b> purchased the flight on <b>Your Card</b> or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points</li> <li>Airline's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>Airline confirmation of baggage delay (Property Irregularity Report) including details of baggage return date and time</li> <li>Itemised receipts and proof of purchases made using <b>Your Card</b></li> </ul> |
| Travel Accident      | <ul> <li>Proof that You purchased the ticket on Your Card or with American Express         Membership Rewards points or with airmiles converted from American         Express Membership Rewards points</li> <li>Evidence from the appropriate organisation detailing the accident</li> <li>Approved medical reports</li> </ul>   |

## **POLICY CONDITIONS**

## **DURATION OF COVER**

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

#### **VARIATION OF COVER**

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

Travel Protection Benefits – American Express® International Currency Green Card – May 2023

- 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 **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your** rights under this **Policy** by cancelling **Your Card** if **You** do 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 **You**, **We**, or **American Express** with **Our** authority, will write to **You** at the latest address held on file for **You**. The **Policy** will then be cancelled no fewer than 30 days after the date of the letter.

#### **LAW & LANGUAGE**

This **Policy** shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales alone shall have jurisdiction in any dispute. All communication of and in connection with the **Policy Terms and Conditions** shall be in the English language.

#### TAXES AND COSTS

Other taxes or costs may exist or apply, which are not imposed by **Us**.

#### **ASSIGNMENT**

You cannot transfer the insurance cover provided with Your Card to any other person.

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

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy, We** reserve the right not to pay a claim.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this **Policy**. Only the **Insurer** and **You** can enforce the terms of this **Policy**. No other party may benefit from this contract as of right. The **Policy** may be varied or cancelled without the consent of any third party.

#### **REASONABLE PRECAUTIONS**

You shall take all reasonable steps to avoid or minimise any loss or damage that may be covered by this Policy.

## **CUSTOMER SERVICE & COMPLAINTS**

We and American Express are dedicated to providing a high quality service and want to maintain this at all times. If for some reason You are unhappy, please let American Express know by calling on 0800 032 7401 or, if You would prefer to put Your concerns in writing, please write to:

American Express Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

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

Financial Ombudsman Service

**Exchange Tower** 

London E14 9SR

United Kingdom

Website: financial-ombudsman.org.uk

Telephone: **0800 023 4567** 

or: +44 20 7964 0500 (from abroad)

Fax: **020 7964 1001** 

## UK FINANCIAL CONDUCT AUTHORITY and PRUDENTIAL REGULATION AUTHORITY

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

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

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

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

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

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

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

American Express Services Europe Limited and Chubb European Group SE are covered by the UK Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the UK FSCS 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 UK FSCS:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY 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 S.A. and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

Data **You** provide under the travel inconvenience section of the policy will be held by AXA Travel Insurance as Data Processor on behalf of Chubb.

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

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

These activities may include:

- a) use of special categories of data about the health or vulnerability of **You** or others involved in **Your** claims, which has been provided with **Your** prior consent, in order to provide the services described in this policy;
- b) disclosure of information about **You** and **Your** insurance cover to companies within the AXA group of companies or Chubb group of companies, to **Our** service **Providers** and agents in order to administer and service **Your** insurance cover, to provide **You** with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of **Your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control:
- d) technical studies to analyse claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims and calls to better monitor **Providers** and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

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- e) obtaining and storing any relevant and appropriate supporting evidence for **Your** claim, for the purpose of providing services under this policy and validating **Your** claim; and
- f) sending **You** feedback requests or surveys relating to **Our** services, and other customer care communications.

Before collecting and/or using any special categories of data **We** will establish a lawful basis which will allow **Us** to use that information. This basis will typically be:

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

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

In providing **You** with this policy and the benefits available under it, **We** will use the personal data **You** provide **Us**, including any medical and other special categories of data for **Your** insurance cover, the provision of benefits and the payment of claims. If **You** provide **Us** with details about other individuals who may benefit under this policy, **You** agree to inform them of **Our** use of their personal data as described in this document and in **Our** website privacy notice (see below).

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

If **You** want to know what information is held about **You** by AXA Travel Insurance Limited, or Chubb European Group SE, or have other requests or concerns relating to **Our** use of **Your** data, please write to **Us** at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

Data Protection Officer Chubb 100 Leadenhall Street London EC3A 3BP

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: axapartners.com/en/page/en.privacy-policy or www2.chubb.com/uk-en/footer/privacy-policy.aspx

Alternatively, a hard copy is available on request.

## **MATERIAL DISCLOSURE**

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

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

#### SECTION A

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

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

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

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

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

## YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GREEN CARD (OBTAINED OUTSIDE OF THE UNITED KINGDOM)

This is **SECTION B** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card outside the United Kingdom.

Otherwise, please refer to **SECTION A** 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.

#### Contents:

- 1. KEY INFORMATION
- (i) General Information
- (ii) Summary of Benefits
- 2. TERMS OF BUSINESS
- 3. TRAVEL PROTECTION BENEFIT DETAIL

## 1. KEY INFORMATION

## (i) GENERAL INFORMATION

This document is not a contract of insurance. This document summarises the travel protection benefits available to American Express International Currency Green Cardmembers who did not apply for the Card in the United Kingdom.

In order to provide the Cardmembers with the travel protection benefits, American Express Services Europe Limited of Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom has entered into an insurance contract with the insurance company Chubb European Group SE (the "Insurer").

American Express Services Europe Limited is the only policyholder and only it has direct rights under the insurance contract 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 policy.

Cardmembers are authorised by American Express Services Europe Limited 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 Services Europe Limited for the benefit of Cardmembers; and provides no rights to Cardmembers to bring legal proceedings against the Insurer on behalf of American Express Services Europe Limited; nor will any act or omission of a Cardmember affect any rights of American Express Services Europe Limited under the insurance contract with the Insurer.

Cardmembers 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 a Card being issued, the Card account being valid and the account balance having been paid in accordance with the Cardmember agreement at the time of any incident giving rise to a claim.

All benefits are dependent on the use of the Card.

The travel protection benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Travel Protection Benefit Details and Cardmember agreement. You will be given at least 30 days' written notice of any detrimental change.

## **DURATION OF BENEFITS**

You are entitled to the travel protection benefits from the moment you first spend on your Card and for as long as the eligibility criteria (as set out above) continue to be met or until we withdraw or cancel the travel protection benefits by notice to you.

## (ii) SUMMARY OF BENEFITS

## **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Cardmembers and all approved benefit payments will be made in Euros subject to these limits.

The following table sets out the benefits payable:

| Subject to Conditions, benefits are provided per protected person, per claim  | Key Exclusions & Limitations  | Section<br>Number |
|---|---|-------------------|
| <ul> <li>TRAVEL INCONVENIENCE</li> <li>Reimbursement of necessary expenses up to:</li> <li>US\$/€175 for flight delay or missed connection</li> <li>US\$/€200 for overbooking</li> <li>US\$/€300 for extended delay due to overbooking</li> <li>US\$/€300 for baggage delayed by an airline for 6 hours or more</li> <li>An additional US\$/€500 for extended baggage delay by an airline if your baggage does not arrive within 48 hours of arrival</li> </ul> | <ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Costs where a transport provider has offered an alternative</li> <li>Baggage delay on the final leg of a trip</li> <li>Purchases made after baggage has been returned</li> <li>Costs which are recoverable from any other source</li> </ul>            | 3.1               |
| <ul> <li>US\$/€100,000 for death or the loss of<br/>a limb, or the loss of sight, or the loss of<br/>speech or loss of hearing while travelling<br/>on a public vehicle where the ticket was<br/>purchased on the Card account</li> </ul>   | <ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Accidents on or involving vehicles chartered or hired privately (i.e. not a public vehicle)</li> <li>Not taking reasonable care</li> <li>The benefit amount for death is reduced to U\$\$/€10,000 for death of a child under the age of 16.</li> </ul> | 3.2               |
| <ul> <li>US\$/€1,500 after the first 24 hours that you are illegally detained</li> <li>A further US\$/€3,000 after the first 72 hours</li> </ul>  | Where the ticket for the travel on the public vehicle which is hijacked has not been purchased on the Card  KEY EXCLUSIONS & LIMITATIONS  Where the ticket for the travel on the public vehicle which is hijacked has not been purchased on the Card  | 3.3               |

## OTHER TRAVEL SERVICES

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

- 24 hour assistance helpline
- Emergency cash advance up to US\$/€250
- Dispatch of prescriptions; prescription spectacles and contact lenses

## YOUR RIGHT TO CANCEL

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

## **HOW TO CLAIM**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Card Benefit Centre for American Express at <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card; or **+44 (0) 20 3126 4128** for Travel Accident or Hijack.

Please be ready to provide **Your** Card number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full **Policy Terms and Conditions** provided to you.

## **CUSTOMER SERVICE & COMPLAINTS**

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

American Express
Global Customer Research and Solutions
Department 333
1 John Street
Brighton
BN88 1NH
United Kingdom

Telephone: 0800 032 7401

American Express and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response you receive. The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it. Contact details are given below. A leaflet explaining its procedure is available on request.

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

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567

or **+44 20 7964 0500** Fax: **020 7964 1001** 

#### **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group SE or Inter Partner Assistance are unable to meet their obligations, you 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: www.fscs.org.uk.

## 2. TERMS OF BUSINESS

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

These travel protection benefits derive from insurance contracts which 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") has made with the insurance company Chubb European Group SE (the "Insurer"). American Express is free to amend, extend or terminate these contracts at its sole discretion.

## 1 Whose products do American Express offer?

American Express offers Travel Inconvenience, Travel Accident and Hijack benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Chubb European Group SE.

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

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

#### 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 your Card. 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 you. You do not have a contract of insurance or any direct rights under the policies. American Express will aim to inform you 30 days in advance of any changes to the available benefits which may be to your detriment.

You 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 holds the travel protection benefits for your benefit and does not provide you with any rights to bring legal proceedings against the Insurer on behalf of American Express, nor will any act or omission by you affect any rights of American Express under the insurance contracts. You must comply with the obligations detailed in this document in respect of your travel protection benefits.

#### 4 Ownership

American Express Services Europe Limited 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 contact:

American Express Global Customer Research and Solutions Department 333 1 John Street **BRIGHTON** BN88 1NH United Kingdom

Telephone: 0800 032 7401

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

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

American Express is covered by the UK FSCS. You 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 your geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

## 7 Remuneration and Compensation

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

## TRAVEL PROTECTION BENEFIT DETAILS

These Travel Protection Benefit Details give full details of the benefits provided with the American Express® International Currency Green Card arising from contracts of insurance held by American Express Services Europe Limited with Inter Partner Assistance and Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and it shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **ELIGIBILITY**

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

All benefits are dependent on the use of the Card.

The benefits outlined in these Travel Protection Benefit Details may be varied, withdrawn or cancelled at any time. We will aim to give you at least 30 days' written notice of any detrimental change.

## **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Green Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Cardmembers and all approved benefit payments will be made in euros subject to these limits.

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#### **DEFINITIONS**

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

"Account" or "Card Account" means Your American Express Charge Card account with American Express on which the International Currency Green Card is issued.

"American Express" means American Express Services Europe Limited.

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

"Cardmember" means any individual who holds a valid Account.

"Children" means any of Your Children (including step-Children, fostered or adopted Children) under the age of 23, who are financially dependent on You and who are not in full time employment. (The term "Child" shall have a corresponding meaning).

"Covered Trip" means a) a trip by Public Vehicle where the entire fare has been charged to Your Account, prior to the accident taking place, and b) a trip taken by You between the first point of departure and the final destination as shown on Your ticket.

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

"Hijack" means that the control of the **Public Vehicle** in which **You** are travelling has involuntarily passed from the regular crew to a person or persons who have used, or threatened to use, violent means to obtain such control.

## "Insurer" means:

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

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

"Loss of hearing" means permanent profound deafness, which means the quietest sound **You** can hear is louder than 90 decibels when tested by a qualified audiologist.

"Loss of sight" shall be deemed to have occurred:

- a. Loss of Sight in Both Eyes Permanent blindness which, based on medical evidence, **You** will never recover from and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government; or
- b. Loss of Sight in One Eye Permanent blindness which, based on medical evidence, **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

"Our/Us/We" means American Express

"Protected Person" means (i) Main Cardmember and their Family, (ii) Supplementary Cardmembers.

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

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

"You/Your" means the Protected Person.

## 3. TRAVEL PROTECTION BENEFIT DETAILS

Travel protection benefits are secondary: **We** will only pay amounts under these Travel Protection Benefit Details if they are not covered by insurance, state benefits or other agreements. **You** must inform the Insurer of these and assist the Insurer and/or any relevant third parties in seeking reimbursement where appropriate.

## TRAVEL INCONVENIENCE, TRAVEL ACCIDENT & HIJACK

This Section 3 details the Travel Inconvenience and Travel Accident benefits provided with the Card.

Travel Inconvenience, Travel Accident and **Hijack** benefits are provided for the **Cardmember** and their **Family** and **Supplementary Cardmembers**.

#### IMPORTANT INFORMATION:

For the benefits under this Section 3 to apply, travel tickets must have been purchased in full using:

- a) the Card:
- b) American Express Membership Rewards® points; or
- c) air miles that have been converted from American Express Membership Rewards points.

#### 3.1 TRAVEL INCONVENIENCE

The travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 3.1 must be charged to **Your Card** to be eligible.

Travel Inconvenience benefits under this Section 3.1 are provided to cover any flight between named airports, on an aircraft operated by an airline, licensed by the relevant authorities for the air transportation of fare paying passengers. The benefits do not apply to flights on aircraft chartered or hired privately.

If **You** are travelling with **Your Family**, **Your Supplementary Cardmembers** and are claiming under the same **Card Account**, the benefits stated under this Travel Inconvenience Section 3.1 must be shared and the maximum benefit amounts will refer to the total amounts claimed by all those people together and do not apply per person.

- 1) **You** will be reimbursed up to US\$175 or €175 (as applicable) for necessary additional travel, refreshment and accommodation costs incurred prior to **Your** actual departure if:
  - a. (<u>Delay, Cancellation</u>) **Your** pre-booked flight is delayed or cancelled and no alternative is made available within 4 hours of its published departure time;
  - b. (<u>Missed connection</u>) **You** miss **Your** connecting flight due to the late arrival of **Your** previous pre-booked flight on which **You** travelled and no alternative is made available within 4 hours of the published departure time.
- 2) For overbooking **You** will be reimbursed up to US\$200 or €200 (as applicable) incurred between the scheduled and actual departure times for refreshment and accommodation costs incurred prior to **Your** actual departure. In the event that the delay to **Your** published departure time continues and no alternative travel arrangement is made within 6 hours of the published departure time or no alternative travel arrangement is available before 10pm that day (whichever occurs first), **You** will be reimbursed a further US\$300 or €300 (as applicable) for hotel accommodation and services used prior to **Your** departure.
- 3) You will be reimbursed for the purchase of essential items, including but not limited to clothing, medication and toiletries up to:
  - a. (<u>Baggage delay</u>) US\$300 or €300 (as applicable) if **Your** checked-in baggage has not arrived at **Your** destination airport within 6 hours of **Your** arrival;
  - b. (Extended baggage delay) An additional US\$500 or €500 (as applicable) if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.
- 4) **We** will not pay more than 5 claims per **Card Account** for a delay, cancellation, overbooking, or missed connection and 3 claims per **Card Account** for a baggage delay or extended baggage delay in any 12 month period.

### **EXCLUSIONS**

You will not be paid in respect of the following:

- Under missed connection, claims where insufficient time has been allowed to arrive to connect with Your ongoing flight.
- 2) Additional costs where the airline has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- Under baggage delay and extended baggage delay, items that are not immediately necessary for Your iourney.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- 6) Failure to obtain a Property Irregularity Report from the relevant airline authorities confirming **Your** missing baggage at **Your** destination.

Travel Protection Benefits – American Express® International Currency Green Card – May 2023

- Where You voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.
- 8) Costs which are recoverable from any other source.
- 9) Not taking reasonable care of **Your** baggage.
- 10) Industrial action which has commenced or has been announced prior to booking Your flight.
- 11) Confiscation or destruction of **Your** baggage by any government, customs or public authority.

#### 3.2 TRAVEL ACCIDENT

#### YOUR BENEFITS

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

- 1) While travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 2) While going directly to, or being on the premises of an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a **Covered Trip**; or
- 3) Immediately after alighting from an aircraft, ship or train used for a **Covered Trip** while on the premises of an airport, seaport or railway station.

## You will be paid for the following:

US\$100,000 or €100,000 (as applicable) if **You** have an accident during a **Covered Trip** which within 365 days causes:

- a. death:
- b. the complete and permanent loss of use of any limb;
- c. Your entire and irrecoverable Loss of Sight, loss of speech or Loss of Hearing;
- 1) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be US\$100,000 or €100,000 (as applicable). The benefit amount for death during a **Covered Trip** is reduced to US\$10,000 or €10,000 (as applicable) for **Children** under the age of 16.
- 2) In the event of **You** holding more than one card issued by **American Express**, **We** will not pay more than the highest benefit amount stated in one of those card's Travel Protection Benefit Details for any one event.

#### **EXCLUSIONS**

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

- 1) Any claim related directly or indirectly to any physical defect or infirmity, which existed before the start of **Your** journey.
- 2) **Your** suffering from sickness or disease not directly resulting from a sudden identifiable violent external event that happens by chance.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **Your** self-inflicted injuries except where trying to save human life.
- 6) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 7) **Your** suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 9) Trips in, or booked to countries or any part of any country to which a government agency has advised against travelling or all but essential travel.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) 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.

## 1.3 HIJACK

## YOUR BENEFITS

In the event of a **Hijack**, where **You** have paid for **Your** ticket with:

- a. the Card;
- b. American Express Membership Rewards® points; or
- c. air miles that have been converted from American Express Membership Rewards points.

#### You will be paid:

- 1) US\$1,500 or €1,500 (as applicable) after the first 24 hours **You** are illegally detained; and
- 2) A further US\$3,000 or €3,000 (as applicable) after the first 72 hours.

#### **EXCLUSIONS**

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

1) Accidents on or involving vehicles chartered or hired privately.

Travel Protection Benefits - American Express® International Currency Green Card - May 2023

- 2) Trips in, or booked to countries or any part of a country where a government agency has advised against travel or all but essential travel.
- 3) Any fraudulent, dishonest or criminal act committed by You, or anyone with whom You are in collusion.
- 4) Declared or undeclared war or hostilities.

#### **GLOBAL ASSISTANCE**

This section details the Global Assistance benefit provided with the Card.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when travelling outside **Your** country of residence. This emergency service is available exclusively to the Cardmember and their **Family** and **Supplementary Cardmembers** travelling with them. It operates 24 hours a day, every day of the year on +**44 (0) 20 3126 4113**.

- If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to US\$250 (as applicable).
- Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.
- In case of legal difficulties, Global Assist will put **You** in touch with the relevant embassy or consulate; provide the name of a local lawyer, and an advance of legal fees up to US\$250 or €250 (as applicable). **You** can be advanced up to US\$250 or €250 (as applicable) if **Your** money is lost or stolen and no other means of obtaining cash is available.
- For all the above services, Global Assist makes the necessary arrangements free of charge. Any cash advances, medical or shipping or other costs will be charged to **Your** Card.

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

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

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

## **HOW TO CLAIM**

## **CLAIMS AND ASSISTANCE**

In order to report a non-emergency claim, please visit www.americanexpress.com/icc/insuranceportal

Alternatively please call the number on the back of your Card.

Or call +44 (0) 20 3126 4128 for Travel Accident or Hijack.

Please be ready to provide **Your Card** number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full **Policy Terms and Conditions** provided to you.

## **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- 2) The Insurer will only pay amounts if they are not covered by insurance, state benefits or other agreements. **You** must inform the Insurer of these and assist the Insurer and/or third party providers in seeking reimbursement where appropriate.
- 3) Interest will only be paid on claims if payment has been unreasonably delayed following receipt of all the required information.
- 4) Please ensure that **You** keep copies of all documentation that **You** send to the Insurer to substantiate a claim
- 5) If **You** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** claim may be declined. Should you deliberately cause the event which led to the claim, or in the event that **You** commit any fraudulent act, or refuse to follow the advice given by the claims

- handlers, then the claim may be denied.
- 6) The Insurer may require **You** to be examined by a medical practitioner or specialist appointed by the Insurer to enable the Insurer to assess a claim fully.
- 7) 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 **Your** own expense.

| Benefit | Information required   |
|---------|--|
| General | <ul> <li>Your Card number</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> </ul> |

## TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT

| Benefit              | Information required   |
|----------------------|--|
| Travel Inconvenience | <ul> <li>Airline Ticket</li> <li>Proof that You purchased the flight on Your Card or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points</li> <li>Airline's confirmation of a delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>Airline confirmation of baggage delay (Property Irregularity Report) including details of baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card</li> </ul> |
| Travel Accident      | <ul> <li>Proof that You purchased the ticket on Your Card or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points</li> <li>Evidence from the appropriate organisation detailing the relevant accident</li> <li>Approved medical reports</li> </ul>   |

#### TRAVEL PROTECTION BENEFIT CONDITIONS

## **DURATION OF TRAVEL PROTECTION BENEFITS**

**You** are entitled to the travel protection benefits described in this document from the moment **You** first spend on **Your Card** and for as long as the eligibility criteria stated at the beginning of these Travel Protection Benefit Details continue to be met or until **We** withdraw or cancel the travel protection benefits by notice to **You** or in accordance with the Cardmember agreement.

### **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
- To reflect legitimate cost increases or reductions associated with providing 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 policies.

If this happens, **We** will write to **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your** travel protection benefits by cancelling **Your Card** if **You** do 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 **You**, **We** will write to **You** at the latest address held on file for **You** stating the date on which **Your** travel protection benefits will be cancelled.

## **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** about 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 **Us**.

#### **ASSIGNMENT**

You cannot transfer the travel protection benefits provided with **Your Card** to any other person.

## **COMPLIANCE WITH REQUIREMENTS**

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in these Travel Protection Benefits Details, We reserve the right not to pay a benefit.

## **REASONABLE PRECAUTIONS**

**You** shall take all reasonable steps to avoid or minimise any loss or damage that may be protected by these travel protection benefits.

## **CUSTOMER SERVICE & COMPLAINTS**

We are dedicated to providing a high quality service and want to maintain this at all times. If for some reason **You** are unhappy, please let **Us** know by calling on **0800 032 7401** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Global Customer Research and Solutions Department 333 1 John Street Brighton BN88 1NH United Kingdom

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

Financial Ombudsman Service Exchange Tower E14 9SR London United Kingdom

Telephone: 0800 023 4567

or: +44 20 7964 0500 (from abroad)

Fax: **020 7964 1001** 

Email: enquiries@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

## **UK FINANCIAL SERVICES COMPENSATION SCHEME**

**American Express** is covered by the UK Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the UK FSCS if American Express cannot meet its obligations. This depends on the type of business, the circumstances of the claim and your geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Fax: **+44 (0) 20 7892 7301** Website: <u>www.fscs.org.uk</u>

## **DATA PROTECTION**

Details of **You**, **Your** insurance cover under this policy and **Your** claims will be held by **Us**, Inter Partner Assistance SA and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

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

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

These activities may include:

- a) use of special categories of data about the health or vulnerability of **You** or others involved in **Your** claims, which has been provided with **Your** prior consent, in order to provide the services described in this policy;
- b) disclosure of information about **You** and **Your** insurance cover to companies within the AXA group of companies or Chubb group of companies, to **Our** service **Providers** and agents in order to administer and service **Your** insurance cover, to provide **You** with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of **Your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) technical studies to analyse claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims and calls to better monitor **Providers** and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs:
- e) obtaining and storing any relevant and appropriate supporting evidence for **Your** claim, for the purpose of providing services under this policy and validating **Your** claim; and
- sending You feedback requests or surveys relating to Our services, and other customer care communications.

Before collecting and/or using any special categories of data **We** will establish a lawful basis which will allow **Us** to use that information. This basis will typically be:

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

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

In providing **You** with this policy and the benefits available under it, **We** will use the personal data **You** provide **Us**, including any medical and other special categories of data for **Your** insurance cover, the provision of benefits and the payment of claims. If **You** provide **Us** with details about other individuals who may benefit under this policy, **You** agree to inform them of **Our** use of their personal data as described in this document and in **Our** website privacy notice (see below).

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

If **You** want to know what information is held about **You** by AXA Travel Insurance Limited, or Chubb European Group SE, or have other requests or concerns relating to **Our** use of **Your** data, please write to us at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

Data Protection Officer Chubb 100 Leadenhall Street London EC3A 3BP

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: <a href="mailto:axapartners.com/en/page/en.privacy-policy">axapartners.com/en/page/en.privacy-policy</a> or <a href="https://www2.chubb.com/uk-en/footer/privacy-policy.aspx">www2.chubb.com/uk-en/footer/privacy-policy.aspx</a>

Alternatively, a hard copy is available on request.

#### **MATERIAL DISCLOSURE**

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

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

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

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

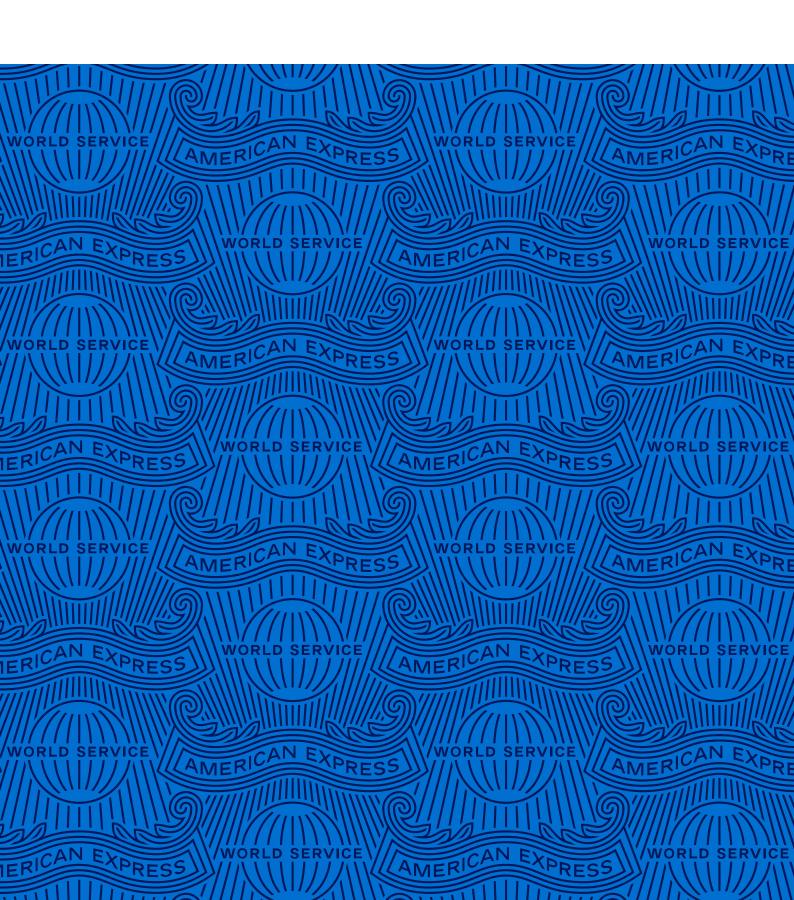
The Global Assist benefit is serviced by Inter Partner Assistance S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject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

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

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

# American Express Insurance Terms & Conditions.

TERMS VALID STARTING 1 JANUARY 2025.



## YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GREEN CARD (OBTAINED WITHIN THE UNITED KINGDOM)

This is **SECTION A** of Your Travel Protection Benefits document. You should refer to this section if you applied for your Card in the United Kingdom or via our American Express ICC website.

Otherwise, please refer to **SECTION B** 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.

## AMERICAN EXPRESS TRAVEL INCONVENIENCE & TRAVEL ACCIDENT INSURANCE

## **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. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

**Product: The American Express® International Currency Green Card** 

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

## What is this type of insurance?

This insurance provides accidental death cover and delay insurance when travelling, where travel has been paid for using your American Express card.



#### What is insured?

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

#### **Travel Inconvenience**

- ✓ **Flight delay** or missed connection: up to US\$/€175 per person for reimbursement of additional travel, refreshment or accommodation costs if alternative arrangements have not been made available within 4 hours.
- ✓ Missed connection up to US\$/€200 per person for reimbursement of refreshment or accommodation costs if alternative arrangements have not been made available within 6 hours. A further US\$/€300 for extended delay after 10pm.
- ✓ Baggage delay Up to an additional US\$/€300 for purchase of essential items if baggage not arrived at the airport within 6 hours of your arrival.
- ✓ Up to an additional US\$/€500 per person if your baggage has not arrived at the airport within 48 hours of your arrival.

## **Travel Accident**

✓ US\$/€100,000 for accidental death or accident resulting in complete loss of or permanent loss of use of limb, sight, speech or hearing while travelling on a public vehicle where the ticket was bought on the Card account.

**Hijack** – In the event of hijack on a public vehicle:

√ US\$/€1,500 after 24 hours detained, and a further US\$/€3.000 after 72 hours.



#### What is not insured?

#### Travel Inconvenience

- Travel which is not purchased on the Card account.
- Delays of less than 4 hours.
- Costs which are recoverable from any other source.
- Baggage delay –items not immediately necessary for your journey.
- Baggage delay or extended baggage delay on the final leg of your Trip.
- Where alternative arrangements have been offered by the airline and refused by you or you have voluntarily accepted compensation for not travelling on an overbooked flight.

## Travel Accident/Hijack

- Accidents on or involving vehicles privately hired or chartered.
- Travel Accident Self-inflicted injuries, suicide or attempted suicide; and any pre-existing infirmity at the start your journey.
- Injuries sustained whilst under the influence of alcohol or non-prescribed drugs.
- Travelling against government advice or subject to UN embargo.
- Any claims which would result in breaches of UN resolutions or trade or economic sanctions.



## Are there any restrictions on cover?

- ! All benefits are dependent on the use of the Card.
- ! Travel Accident Benefit amounts reduced to 50% for loss of one hand or one foot or loss of sight in one eye etc.
- ! Travel inconvenience Under missed connection, claims where insufficient time has been allowed to connect with your ongoing flight.



#### Where am I covered?

/ For Travel Accident (including Hijack) and Travel Inconvenience – Worldwide



## What are my obligations?

Travel Inconvenience and Travel Accident Insurance is provided for the Cardmember. All insurance benefits are dependent on the use of the Card.

## **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 to protect personal belongings.

#### In the event of a claim

• If you need to submit a non-emergency insurance claim, please visit americanexpress.com/icc/insuranceportal.

Alternatively, please call the number on the back of your American Express Card.



## When and how do I pay?

The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with Chubb for the benefit of its Cardmembers. There is no additional charge or premium for this insurance.



## When does the cover start and end?

The cover starts when you take out the Card and continues for as long as you have the Card. You are entitled to be covered for Business Trips (and certain Personal Trips) as described in your terms and conditions.



## How do I cancel the contract?

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

Contents:

1. KEY INFORMATION:

2. TERMS OF BUSINESS

3. POLICY TERMS AND CONDITIONS

## 1. KEY INFORMATION

#### **HOW TO CLAIM**

If you need to submit a non-emergency insurance claim, please visit the 24/7 Card Benefit Centre at <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card; or **+44 (0)20 3126 4128** for Travel Accident or Hijack.

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

Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

#### **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 Services Europe Limited Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: 0800 032 7410

American Express and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response you receive. The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it. 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

Website: www.financial-ombudsman.org.uk

Telephone: **0800 023 4567** 

or **+44 (0) 20 7964 0500** (from abroad)

Fax: 020 7964 1001

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited or Chubb European Group SE are unable to meet their obligations, you may be entitled to compensation under the 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: www.fscs.org.uk

## 2. TERMS OF BUSINESS

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

## 1 The 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 offers Travel Inconvenience, Travel Accident and Hijack insurance underwritten by Chubb European Group SE.

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

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

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

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

American Express does not act as an agent or fiduciary for you, and may act on behalf of the insurance provider (as its agent or otherwise), as permitted by law. American Express may receive commissions from providers, and commissions may vary by provider and product. In some cases, an American Express group company may be the Insurer or reinsurer and may earn insurance or reinsurance income. The arrangements with certain providers, including the potential to reinsure products, may also influence the insurance which is provided to Cardmembers.

#### **5 Who regulates American Express?**

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

## 6 Ownership

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

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

If you wish to register a complaint, please contact:

In writing to:
American Express Services Europe Limited
Global Customer Research and Solutions
Department 333
1 John Street
BRIGHTON
BN88 1NH
United Kingdom

Telephone: 0800 032 7410

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

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

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

## 9 Remuneration and Compensation

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

# **DEMANDS AND NEEDS**

This insurance meets the demands and needs of Cardmembers who require Travel Inconvenience and Travel Accident insurance cover alongside their Card account. American Express has not provided opinions or recommendations on the suitability of the insurance for you.

### 3. POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with the American Express® International Currency Green Card under the group policy of insurance held by American Express Services Europe Limited with Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and Chubb European Group SE shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **ELIGIBILITY**

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

All benefits are dependent on the use of the Card.

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

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Cardmembers and all approved benefit payments will be made in euros subject to these limits.

### **DEFINITIONS**

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

- "Account" or "Card Account" means Your American Express Charge Card account with American Express on which the International Currency Green Card is issued.
- "American Express" means American Express Services Europe Limited.
- "Card" means any Card or other Account access device issued to a Cardmember (or a Supplementary Cardmember) for the purpose of accessing the Account.
- "Cardmember" means any individual who holds a valid Account.
- "Children" means any of Your Children (including step-Children, fostered or adopted Children) under the age of 23, who are financially dependent on You and who are not in full time employment. (The term "Child" shall have a corresponding meaning).
- "Covered Trip" means a) a trip by Public Vehicle where the entire fare has been charged to Your Account, prior to the accident taking place, and b) a trip taken by You between the first point of departure and the final destination as shown on Your ticket.
- $\hbox{\bf ``Insured''} \ means (i) \ Main \ \hbox{\bf Cardmember} \ and \ their \ \hbox{\bf Family}, (ii) \ \hbox{\bf Supplementary Cardmembers}.$
- "Family" means Your partner or spouse, living at the same address as You, and Your Children.
- "Loss of hearing" means permanent profound deafness, which means the quietest sound You can hear is louder than 90 decibels when tested by a qualified audiologist.
- "Loss of sight" shall be deemed to have occurred:
- a. Loss of Sight in Both Eyes Permanent blindness which, based on medical evidence, **You** will never recover from and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government; or

b. Loss of Sight in One Eye - Permanent blindness which, based on medical evidence, **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### "Our/Us/We/Insurer" means:

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

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

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

"Policyholder" means American Express Services Europe Limited.

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

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

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

"You/Your" means the Insured person.

#### **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. **You** must inform **Us** of these and assist **Us** and/or any relevant third parties in seeking reimbursement where appropriate.

### TRAVEL INCONVENIENCE. TRAVEL ACCIDENT AND HIJACK

This Section 3 details the Travel Inconvenience, Travel Accident and Hijack benefits provided with the Card.

Travel Inconvenience, Travel Accident and Hijack insurance cover is provided for the **Cardmember** and their **Family** and **Supplementary Cardmembers**.

### **IMPORTANT INFORMATION:**

For the benefits under this Section 3 to apply, travel tickets must have been purchased in full using:

- a. the Card:
- b. American Express Membership Rewards® points; or
- c. air miles that have been converted from American Express Membership Rewards points.

#### **3.1 TRAVEL INCONVENIENCE**

The travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 3.1 must be charged to **Your Card** to be eligible.

Travel Inconvenience benefits under this Section 3.1 are provided to cover any flight between named airports, on an aircraft operated by an airline, licensed by the relevant authorities for the air transportation of fare paying passengers. Cover does not apply to flights on aircraft chartered or hired privately.

If **You** are travelling with **Your Family, Your Supplementary Cardmembers** and are claiming under the same **Card Account**, the benefits stated under this Travel Inconvenience Section 3.1 must be shared and the maximum benefit amounts will refer to the total amounts claimed by all those people together and do not apply per person.

- 1) **You** will be reimbursed up to US\$175 or €175 (as applicable) for necessary additional travel, refreshment and accommodation costs incurred prior to Your actual departure if:
  - a. (<u>Delay, Cancellation</u>) **Your** pre-booked flight is delayed or cancelled and no alternative is made available within 4 hours of its published departure time;
  - b. (<u>Missed connection</u>) **You** miss **Your** connecting flight due to the late arrival of **Your** previous pre-booked flight on which **You** travelled and no alternative is made available within 4 hours of the published departure time.

- 2) For overbooking **You** will be reimbursed up to US\$200 or €200 (as applicable) incurred between the scheduled and actual departure times for refreshment and accommodation costs incurred prior to **Your** actual departure. In the event that the delay to **Your** published departure time continues and no alternative travel arrangement is made within 6 hours of the published departure time or no alternative travel arrangement is available before 10pm that day (whichever occurs first), **You** will be reimbursed a further US\$300 or €300 (as applicable) for hotel accommodation and services used prior to **Your** departure.
- 3) **You** will be reimbursed for the purchase of essential items, including but not limited to clothing, medication and toiletries up to:
  - a. (<u>Baggage delay</u>) US\$300 or €300 (as applicable) if **Your** checked-in baggage has not arrived at **Your** destination airport within 6 hours of **Your** arrival;
  - b. (Extended baggage delay) An additional US\$500 or €500 (as applicable) if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.
- 4) We will not pay more than 5 claims per **Card Account** for a delay, cancellation, overbooking, or missed connection and 3 claims per **Card Account** for a baggage delay or extended baggage delay in any 12 month period.

#### **EXCLUSIONS**

You will not be covered in respect of the following:

- Under missed connection, claims where insufficient time has been allowed to arrive to connect with Your
  ongoing flight.
- 2) Additional costs where the airline has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your** journey.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- 6) Failure to obtain a Property Irregularity Report from the relevant airline authorities confirming **Your** missing baggage at **Your** destination.
- Where You voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.
- 8) Costs which are recoverable from any other source.
- 9) Not taking reasonable care of **Your** baggage.
- 10) Industrial action which has commenced or has been announced prior to booking Your flight.
- 11) Confiscation or destruction of Your baggage by any government, customs or public authority.

## 3.2 TRAVEL ACCIDENT

## YOUR BENEFITS

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

- 1) While travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 2) While going directly to, or being on the premises of an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a **Covered Trip**; or immediately after alighting from an aircraft, ship or train used for a **Covered Trip** while on the premises of an airport, seaport or railway station.

You will be covered for the following:

US\$100,000 or €100,000 (as applicable) if **You** have an accident during a **Covered Trip** which within 365 days causes:

- a. death;
- b. the complete and permanent loss of use of any limb;
- c. Your entire and irrecoverable Loss of Sight, loss of speech or Loss of Hearing;
- 1) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be US\$100,000 or €100,000 (as applicable). The benefit amount for death during a **Covered Trip** is reduced to US\$10,000 or €10,000 (as applicable) for **Children** under the age of 16.
- 2) In the event of **You** holding more than one card issued by **American Express**, **We** will not pay more than the highest benefit amount stated in one of those card's policy terms and conditions for any one event.

#### **EXCLUSIONS**

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

- 1) Any claim related directly or indirectly to any physical defect or infirmity, which existed before the start of **Your** journey.
- 2) Your suffering from sickness or disease not directly resulting from a sudden identifiable violent external

- event that happens by chance.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **Your** self-inflicted injuries except where trying to save human life.
- 6) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 7) Your suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 9) Trips in, or booked to countries or any part of any country to which a government agency has advised against travelling or all but essential travel.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) 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.

#### 3.3 HIJACK

### **YOUR BENEFITS**

In the event of a **Hijack**, where **You** have paid for **Your** ticket with:

- a. the Card:
- b. American Express Membership Rewards® points; or
- c. air miles that have been converted from American Express Membership Rewards points.

### You will be paid:

- 1) US\$1,500 or €1,500 (as applicable) after the first 24 hours **You** are illegally detained; and
- 2) A further US\$3,000 or €3,000 (as applicable) after the first 72 hours.

#### **EXCLUSIONS**

You will not be covered in respect of the following:

- 1) Accidents on or involving vehicles chartered or hired privately.
- Trips in, or booked to countries or any part of a country where a government agency has advised against travel or all but essential travel.
- 3) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 4) Declared or undeclared war or hostilities.

#### **GLOBAL ASSISTANCE**

(Policy Number: IB2500424GBGR42; IB2500424GBGR52)

This section details the Global Assistance benefit provided with the Card.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when travelling outside **Your** country of residence. This emergency service is available exclusively to the **Cardmember** and their **Family** and **Supplementary Cardmembers** travelling with them. It operates 24 hours a day, every day of the year on +44 (0)1273 696 933.

- If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to US\$250 (as applicable).
- Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.
- In case of legal difficulties, Global Assist will put You in touch with the relevant embassy or consulate; provide the name of a local lawyer, and an advance of legal fees up to US\$250 or €250 (as applicable).
   You can be advanced up to US\$250 or €250 (as applicable) if Your money is lost or stolen and no other means of obtaining cash is available.

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

The Global Assist benefit is serviced by Europ Assistance S.A. a "société anonyme" incorporated in France with a share capital of 58 356 222 €. It is registered with the Paris Trade and Companies Register under No. 451 366 405. Its registered office is 2 rue Pillet Will − 75009 Paris, France. It is an insurance company regulated by the French Insurance Code and acts through its United Kingdom branch EUROP ASSISTANCE S.A. UK BRANCH, which is registered with Companies House under No. BR024677, has its registered office

at 55 Mark Lane, London, EC3R 7NE, and is authorised and regulated by the French supervisory authority (ACPR), 4, place de Budapest, CS92459 - 75436 Paris Cedex 09, France. Europ Assistance S.A. UK Branch is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available on reguest.

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 a non-emergency insurance claim, please visit the 24/7 online Card Benefit Centre for American Express at <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card; or

+44 (0) 20 3126 4128 for Travel Accident or Hijack.

Please be ready to provide **Your** Card number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you.

### **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- 2) **We** will only pay amounts if they are not covered by another insurance, state benefits or other agreements. **You** must inform **Us** of these and assist **Us** and/or third party providers 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 that **You** keep copies of all documentation that **You** send to **Us** to substantiate a claim.
- 5) If **You** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** claim may be declined. Should you deliberately cause the event which led to the claim, or in the event that **You** commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 6) We may require **You** to be examined by a medical practitioner or specialist appointed by **Us** to enable **Us** to assess a claim fully.
- 7) 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 **Your** own expense.

| Benefit | Information required   |
|---------|--|
| General | <ul> <li>Your Card number</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> </ul> |

#### TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT

| Benefit              | Information required   |
|----------------------|--|
| Travel Inconvenience | <ul> <li>Airline Ticket</li> <li>Proof that You purchased the flight on Your Card or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points</li> <li>Airline's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>Airline confirmation of baggage delay (Property Irregularity Report) including details of baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card</li> </ul> |

| Travel Accident | • | Proof that <b>You</b> purchased the ticket on <b>Your Card</b> or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points |
|-----------------|---|--|
|                 | • | Evidence from the appropriate organisation detailing the accident<br>Approved medical reports  |

#### **POLICY CONDITIONS**

#### **DURATION OF COVER**

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

#### **VARIATION OF COVER**

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

- 1) For legal or regulatory reasons; and/or
- 2) To reflect new industry guidance and codes of practice; and/or
- 3) To reflect legitimate cost increases or reductions associated with providing this insurance; and/or
- 4) For any other legitimate commercial reason, for example in the event of a change of underwriter. If this happens, **American Express** will write to **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your** rights under this **Policy** by cancelling **Your Card** if **You** do 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 **You**, **We**, or **American Express** with **Our** authority, will write to **You** at the latest address held on file for **You**. The **Policy** will then be cancelled no fewer than 30 days after the date of the letter.

#### **LAW & LANGUAGE**

This **Policy** shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales alone shall have jurisdiction in any dispute. All communication of and in connection with the **Policy Terms and Conditions** shall be in the English language.

#### TAXES AND COSTS

Other taxes or costs may exist or apply, which are not imposed by **Us**.

#### **ASSIGNMENT**

**You** cannot transfer the insurance cover provided with **Your Card** to any other person.

### **COMPLIANCE WITH POLICY REQUIREMENTS**

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy, We** reserve the right not to pay a claim.

#### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this **Policy**. Only the **Insurer** and **You** can enforce the terms of this **Policy**. No other party may benefit from this contract as of right. The **Policy** may be varied or cancelled without the consent of any third party.

## **REASONABLE PRECAUTIONS**

**You** shall take all reasonable steps to avoid or minimise any loss or damage that may be covered by this **Policy**.

### **CUSTOMER SERVICE & COMPLAINTS**

**We** and **American Express** are dedicated to providing a high quality service and want to maintain this at all times. If for some reason **You** are unhappy, please let **American Express** know by calling on **0800 032 7410** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

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

Financial Ombudsman Service Exchange Tower London E14 9SR United Kingdom

Website: financial-ombudsman.org.uk

Telephone: 0800 023 4567

or: +44 20 7964 0500 (from abroad)

Fax: 020 7964 1001

## **UK FINANCIAL CONDUCT AUTHORITY and PRUDENTIAL REGULATION AUTHORITY**

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

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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).

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

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: <u>www.fscs.org.uk</u>

#### **DATA PROTECTION**

Details of **You**, **Your** insurance cover under this policy and **Your** claims will be held by **Us**, Europ Assistance S.A. UK Branch and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

| Europ Assistanc | e S.A. UK Branch is data controller | Chubb is data controller for |
|-----------------|-------------------------------------|------------------------------|
| for             |                                     |                              |

| Global Assist | Car Rental Benefits, Theft, Damage and Liability, |
|---------------|---|
|               | Travel Inconvenience, Personal Accident, Legal    |
|               | Assistance and Compensation (defence), Purchase   |
|               | Protection and Refund Protection insurance        |

The below section references Chubb's Data Protection:

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www.chubb.com/uk-en/footer/privacy-policy.html You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at 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

### How do We use Your personal data?

We collect and process Your personal data for different purposes.

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

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

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

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

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

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

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

### Which personal data do We use?

We process only personal data that is strictly needed for the above purposes. In particular, We will process: name, contact details, and identification documents (for example, passport), bank details

any document You provide to Us to handle Your claim.

#### Sensitive personal data

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

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

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

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

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

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

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

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

### Why is Your personal data is required?

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

# Where do We transfer Your personal data?

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

What are Your rights regarding Your personal data?

You can exercise the following rights regarding Your personal data:

Access – You may request access to Your personal data.

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

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

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

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

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

#### SECTION A

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 [insert phone number], 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

#### **UK authority:**

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire, SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Web: https://ico.org.uk/

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

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

# **MATERIAL DISCLOSURE**

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

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority (reference number 661836).

Details can be found by visiting the FCA website www.fca.org.uk/register.

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

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

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

#### Contents:

- 1. KEY INFORMATION
- (i) General Information
- (ii) Summary of Benefits
- 2. TERMS OF BUSINESS
- 3. TRAVEL PROTECTION BENEFIT DETAIL

## 1. KEY INFORMATION

### (i) GENERAL INFORMATION

This document is not a contract of insurance. This document summarises the travel protection benefits available to American Express International Currency Green Cardmembers who did not apply for the Card in the United Kingdom.

In order to provide the Cardmembers with the travel protection benefits, American Express Services Europe Limited of Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom has entered into an insurance contract with the insurance company Chubb European Group SE (the "Insurer").

American Express Services Europe Limited is the only policyholder and only it has direct rights under the insurance contract 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 policy.

Cardmembers are authorised by American Express Services Europe Limited 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 Services Europe Limited for the benefit of Cardmembers; and provides no rights to Cardmembers to bring legal proceedings against the Insurer on behalf of American Express Services Europe Limited; nor will any act or omission of a Cardmember affect any rights of American Express Services Europe Limited under the insurance contract with the Insurer.

Cardmembers 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 a Card being issued, the Card account being valid and the account balance having been paid in accordance with the Cardmember agreement at the time of any incident giving rise to a claim.

All benefits are dependent on the use of the Card.

The travel protection benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Travel Protection Benefit Details and Cardmember agreement. You will be given at least 30 days' written notice of any detrimental change.

# **DURATION OF BENEFITS**

You are entitled to the travel protection benefits from the moment you first spend on your Card and for as long as the eligibility criteria (as set out above) continue to be met or until we withdraw or cancel the travel protection benefits by notice to you.

# (ii) SUMMARY OF BENEFITS

### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Green Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Cardmembers and all approved benefit payments will be made in Euros subject to these limits.

The following table sets out the benefits payable:

| Subject to Conditions, benefits are provided per protected person, per claim   | Key Exclusions & Limitations   | Section<br>Number |
|--|--|-------------------|
| <ul> <li>TRAVEL INCONVENIENCE</li> <li>Reimbursement of necessary expenses up to: <ul> <li>U\$\$/€175 for flight delay or missed connection</li> <li>U\$\$/€200 for overbooking</li> <li>U\$\$/€300 for extended delay due to overbooking</li> <li>U\$\$/€300 for baggage delayed by an airline for 6 hours or more</li> <li>An additional U\$\$/€500 for extended baggage delay by an airline if your baggage does not arrive within 48 hours of arrival</li> </ul> </li> </ul> | <ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Costs where a transport provider has offered an alternative</li> <li>Baggage delay on the final leg of a trip</li> <li>Purchases made after baggage has been returned</li> <li>Costs which are recoverable from any other source</li> </ul>           | 3.1               |
| <ul> <li>US\$/€100,000 for death or the loss of a limb, or the loss of sight, or the loss of speech or loss of hearing while travelling on a public vehicle where the ticket was purchased on the Card account</li> </ul>  | <ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Accidents on or involving vehicles chartered or hired privately (i.e. not a public vehicle)</li> <li>Not taking reasonable care</li> <li>The benefit amount for death is reduced to US\$/€10,000 for death of a child under the age of 16.</li> </ul> | 3.2               |
| <ul> <li>HIJACK OF A PUBLIC VEHICLE</li> <li>U\$\$/€1,500 after the first 24 hours that you are illegally detained</li> <li>A further U\$\$/€3,000 after the first 72 hours</li> </ul>   | KEY EXCLUSIONS & LIMITATIONS     Where the ticket for the travel on the public vehicle which is hijacked has not been purchased on the Card  | 3.3               |

### **OTHER TRAVEL SERVICES**

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

- · 24 hour assistance helpline
- Emergency cash advance up to US\$/€250
- Dispatch of prescriptions; prescription spectacles and contact lenses

# YOUR RIGHT TO CANCEL

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

### **HOW TO CLAIM**

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Card Benefit Centre for American Express at <a href="https://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.

Alternatively please call the number on the back of your Card; or **+44 (0) 20 3126 4128** for Travel Accident or Hijack.

Please be ready to provide **Your** Card number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full **Policy Terms and Conditions** provided to you.

### **CUSTOMER SERVICE & COMPLAINTS**

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

American Express Global Customer Research and Solutions Department 333 1 John Street Brighton BN88 1NH United Kingdom

Telephone: 0800 032 7410

American Express and Chubb European Group SE are members of the Financial Ombudsman Service (FOS) in the United Kingdom which may be approached for assistance if you are not satisfied with the response you receive. The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it. Contact details are given below. A leaflet explaining its procedure is available on request.

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

Website: www.financial-ombudsman.org.uk

Telephone: **0800 023 4567** 

or **+44 20 7964 0500** Fax: **020 7964 1001** 

#### **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited or Chubb European Group SE are unable to meet their obligations, you may be entitled to compensation under the 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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Website: www.fscs.org.uk.

### 2. TERMS OF BUSINESS

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

These travel protection benefits derive from insurance contracts which 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") has made with the insurance company Chubb European Group SE (the "Insurer"). American Express is free to amend, extend or terminate these contracts at its sole discretion.

## 1 Whose products do American Express offer?

American Express offers Travel Inconvenience, Travel Accident and Hijack benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Chubb European Group SE.

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

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

# 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 your Card. 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 you. You do not have a contract of insurance or any direct rights under the policies. American Express will aim to inform you 30 days in advance of any changes to the available benefits which may be to your detriment.

You 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 holds the travel protection benefits for your benefit and does not provide you with any rights to bring legal proceedings against the Insurer on behalf of American Express, nor will any act or omission by you affect any rights of American Express under the insurance contracts. You must comply with the obligations detailed in this document in respect of your travel protection benefits.

#### 4 Ownership

American Express Services Europe Limited 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 contact:

American Express Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: 0800 032 7410

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

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

American Express is covered by the UK FSCS. You 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 your geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

# 7 Remuneration and Compensation

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

### TRAVEL PROTECTION BENEFIT DETAILS

These Travel Protection Benefit Details give full details of the benefits provided with the American Express® International Currency Green Card arising from contracts of insurance held by American Express Services Europe Limited with Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and it shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **ELIGIBILITY**

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

All benefits are dependent on the use of the Card.

The benefits outlined in these Travel Protection Benefit Details may be varied, withdrawn or cancelled at any time. We will aim to give you at least 30 days' written notice of any detrimental change.

### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Green Cardmembers and all approved benefit payments will be made in US Dollars subject to these limits. Euro limits apply only to American Express International Euro Green Cardmembers and all approved benefit payments will be made in euros subject to these limits.

#### **DEFINITIONS**

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

- "Account" or "Card Account" means Your American Express Charge Card account with American Express on which the International Currency Green Card is issued.
- "American Express" means American Express Services Europe Limited.
- "Card" means any Card or other Account access device issued to a Cardmember (or a Supplementary Cardmember) for the purpose of accessing the Account.
- "Cardmember" means any individual who holds a valid Account.
- "Children" means any of Your Children (including step-Children, fostered or adopted Children) under the age of 23, who are financially dependent on You and who are not in full time employment. (The term "Child" shall have a corresponding meaning).
- "Covered Trip" means a) a trip by Public Vehicle where the entire fare has been charged to Your Account, prior to the accident taking place, and b) a trip taken by You between the first point of departure and the final destination as shown on Your ticket.
- "Family" means Your partner or spouse, living at the same address as You, and Your Children.
- "Hijack" means that the control of the **Public Vehicle** in which **You** are travelling has involuntarily passed from the regular crew to a person or persons who have used, or threatened to use, violent means to obtain such control.

### "Insurer" means:

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

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

"Loss of hearing" means permanent profound deafness, which means the quietest sound **You** can hear is louder than 90 decibels when tested by a qualified audiologist.

"Loss of sight" shall be deemed to have occurred:

- a. Loss of Sight in Both Eyes Permanent blindness which, based on medical evidence, **You** will never recover from and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government; or
- b. Loss of Sight in One Eye Permanent blindness which, based on medical evidence, **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.
- "Our/Us/We" means American Express
- "Protected Person" means (i) Main Cardmember and their Family, (ii) Supplementary Cardmembers.
- "Public Vehicle" means any air or land vehicle, river or sea-going vessel operated under licence for the transport of fare paying passengers. Public Vehicles do not include vehicles hired or chartered privately.
- "Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card on the Account and is also covered by the insurance benefits included with the Card.
- "You/Your" means the Protected Person.

### 3. TRAVEL PROTECTION BENEFIT DETAILS

Travel protection benefits are secondary: **We** will only pay amounts under these Travel Protection Benefit Details if they are not covered by insurance, state benefits or other agreements. **You** must inform the Insurer of these and assist the Insurer and/or any relevant third parties in seeking reimbursement where appropriate.

### TRAVEL INCONVENIENCE, TRAVEL ACCIDENT & HIJACK

This Section 3 details the Travel Inconvenience and Travel Accident benefits provided with the Card.

Travel Inconvenience, Travel Accident and **Hijack** benefits are provided for the **Cardmember** and their **Family** and **Supplementary Cardmembers**.

### **IMPORTANT INFORMATION:**

For the benefits under this Section 3 to apply, travel tickets must have been purchased in full using:

- a) the Card;
- b) American Express Membership Rewards® points; or
- c) air miles that have been converted from American Express Membership Rewards points.

#### **3.1 TRAVEL INCONVENIENCE**

The travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 3.1 must be charged to **Your Card** to be eligible.

Travel Inconvenience benefits under this Section 3.1 are provided to cover any flight between named airports, on an aircraft operated by an airline, licensed by the relevant authorities for the air transportation of fare paying passengers. The benefits do not apply to flights on aircraft chartered or hired privately.

If **You** are travelling with **Your Family**, **Your Supplementary Cardmembers** and are claiming under the same **Card Account**, the benefits stated under this Travel Inconvenience Section 3.1 must be shared and the maximum benefit amounts will refer to the total amounts claimed by all those people together and do not apply per person.

- 1) **You** will be reimbursed up to US\$175 or €175 (as applicable) for necessary additional travel, refreshment and accommodation costs incurred prior to **Your** actual departure if:
  - a. (<u>Delay, Cancellation</u>) **Your** pre-booked flight is delayed or cancelled and no alternative is made available within 4 hours of its published departure time;
  - b. (<u>Missed connection</u>) **You** miss **Your** connecting flight due to the late arrival of **Your** previous pre-booked flight on which **You** travelled and no alternative is made available within 4 hours of the published departure time.
- 2) For overbooking **You** will be reimbursed up to US\$200 or €200 (as applicable) incurred between the scheduled and actual departure times for refreshment and accommodation costs incurred prior to **Your** actual departure. In the event that the delay to **Your** published departure time continues and no alternative travel arrangement is made within 6 hours of the published departure time or no alternative travel arrangement is available before 10pm that day (whichever occurs first), **You** will be reimbursed a further US\$300 or €300 (as applicable) for hotel accommodation and services used prior to **Your** departure.
- 3) You will be reimbursed for the purchase of essential items, including but not limited to clothing, medication and toiletries up to:
  - a. (<u>Baggage delay</u>) US\$300 or €300 (as applicable) if **Your** checked-in baggage has not arrived at **Your** destination airport within 6 hours of **Your** arrival;
  - b. (<u>Extended baggage delay</u>) An additional US\$500 or €500 (as applicable) if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.
- 4) We will not pay more than 5 claims per Card Account for a delay, cancellation, overbooking, or missed connection and 3 claims per Card Account for a baggage delay or extended baggage delay in any 12 month period.

#### **EXCLUSIONS**

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

- 1) Under missed connection, claims where insufficient time has been allowed to arrive to connect with **Your** ongoing flight.
- 2) Additional costs where the airline has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your** journey.
- 5) Items purchased after **Your** baggage has been returned to **You**.
- 6) Failure to obtain a Property Irregularity Report from the relevant airline authorities confirming Your

- missing baggage at **Your** destination.
- Where You voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.
- 8) Costs which are recoverable from any other source.
- 9) Not taking reasonable care of **Your** baggage.
- 10) Industrial action which has commenced or has been announced prior to booking Your flight.
- 11) Confiscation or destruction of Your baggage by any government, customs or public authority.

#### 3.2 TRAVEL ACCIDENT

#### YOUR BENEFITS

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

- While travelling on, boarding or alighting from or being struck by a Public Vehicle; or
- 2) While going directly to, or being on the premises of an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a **Covered Trip**; or
- 3) Immediately after alighting from an aircraft, ship or train used for a **Covered Trip** while on the premises of an airport, seaport or railway station.

## You will be paid for the following:

US\$100,000 or €100,000 (as applicable) if **You** have an accident during a **Covered Trip** which within 365 days causes:

- a. death;
- b. the complete and permanent loss of use of any limb;
- c. Your entire and irrecoverable Loss of Sight, loss of speech or Loss of Hearing;
- 1) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be US\$100,000 or €100,000 (as applicable). The benefit amount for death during a **Covered Trip** is reduced to US\$10,000 or €10,000 (as applicable) for **Children** under the age of 16.
- In the event of You holding more than one card issued by American Express, We will not pay more than
  the highest benefit amount stated in one of those card's Travel Protection Benefit Details for any one
  event.

### **EXCLUSIONS**

You will not be paid in respect of the following:

- 1) Any claim related directly or indirectly to any physical defect or infirmity, which existed before the start of **Your** journey.
- 2) **Your** suffering from sickness or disease not directly resulting from a sudden identifiable violent external event that happens by chance.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **Your** self-inflicted injuries except where trying to save human life.
- 6) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 7) Your suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 9) Trips in, or booked to countries or any part of any country to which a government agency has advised against travelling or all but essential travel.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) 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.

#### 1.3 HIJACK

#### **YOUR BENEFITS**

In the event of a **Hijack**, where **You** have paid for **Your** ticket with:

- a. the Card;
- b. American Express Membership Rewards® points; or
- c. air miles that have been converted from American Express Membership Rewards points.

#### You will be paid:

- 1) US\$1,500 or €1,500 (as applicable) after the first 24 hours **You** are illegally detained; and
- 2) A further US\$3,000 or €3,000 (as applicable) after the first 72 hours.

#### **EXCLUSIONS**

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

- 1) Accidents on or involving vehicles chartered or hired privately.
- 2) Trips in, or booked to countries or any part of a country where a government agency has advised against travel or all but essential travel.
- 3) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 4) Declared or undeclared war or hostilities.

#### **GLOBAL ASSISTANCE**

### (Policy Number: IB2500424GBGR42; IB2500424GBGR52)

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

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when travelling outside **Your** country of residence. This emergency service is available exclusively to the Cardmember and their **Family** and **Supplementary Cardmembers** travelling with them. It operates 24 hours a day, every day of the year on **+44 (0)1273 696 933**.

- If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to US\$250 (as applicable).
- Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.
- In case of legal difficulties, Global Assist will put You in touch with the relevant embassy or consulate; provide the name of a local lawyer, and an advance of legal fees up to US\$250 or €250 (as applicable).
   You can be advanced up to US\$250 or €250 (as applicable) if Your money is lost or stolen and no other means of obtaining cash is available.
- For all the above services, Global Assist makes the necessary arrangements free of charge. Any cash advances, medical or shipping or other costs will be charged to **Your** Card.

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

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

### **HOW TO CLAIM**

### **CLAIMS AND ASSISTANCE**

In order to report a non-emergency claim, please visit www.americanexpress.com/icc/insuranceportal

Alternatively please call the number on the back of your Card.

Or call +44 (0) 20 3126 4128 for Travel Accident or Hijack.

Please be ready to provide **Your Card** number, which should be used as **Your** reference number. Please ensure that copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full **Policy Terms and Conditions** provided to you.

### **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- 2) The Insurer will only pay amounts if they are not covered by insurance, state benefits or other agreements. **You** must inform the Insurer of these and assist the Insurer and/or third party providers in seeking reimbursement where appropriate.
- 3) Interest will only be paid on claims if payment has been unreasonably delayed following receipt of all the required information.
- 4) Please ensure that **You** keep copies of all documentation that **You** send to the Insurer to substantiate a claim.
- 5) If **You** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** claim may be declined. Should you deliberately cause the event which led to the claim, or in the event that **You** commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 6) The Insurer may require **You** to be examined by a medical practitioner or specialist appointed by the Insurer to enable the Insurer to assess a claim fully.
- 7) 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 **Your** own expense.

| Benefit | Information required   |  |
|---------|--|--|
| General | <ul> <li>Your Card number</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> </ul> |  |

#### TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT

| Benefit              | Information required   |
|----------------------|--|
| Travel Inconvenience | <ul> <li>Airline Ticket</li> <li>Proof that You purchased the flight on Your Card or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points</li> <li>Airline's confirmation of a delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>Airline confirmation of baggage delay (Property Irregularity Report) including details of baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card</li> </ul> |
| Travel Accident      | <ul> <li>Proof that You purchased the ticket on Your Card or with American Express Membership Rewards points or with airmiles converted from American Express Membership Rewards points</li> <li>Evidence from the appropriate organisation detailing the relevant accident</li> <li>Approved medical reports</li> </ul>   |

## TRAVEL PROTECTION BENEFIT CONDITIONS

### **DURATION OF TRAVEL PROTECTION BENEFITS**

**You** are entitled to the travel protection benefits described in this document from the moment **You** first spend on **Your Card** and for as long as the eligibility criteria stated at the beginning of these Travel Protection Benefit Details continue to be met or until **We** withdraw or cancel the travel protection benefits by notice to **You** or in accordance with the Cardmember agreement.

# **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 providing 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 policies.

If this happens, **We** will write to **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your** travel protection benefits by cancelling **Your Card** if **You** do 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 **You**, **We** will write to **You** at the latest address held on file for **You** stating the date on which **Your** travel protection benefits will be cancelled.

#### **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** about 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 **Us**.

#### **ASSIGNMENT**

You cannot transfer the travel protection benefits provided with Your Card to any other person.

### **COMPLIANCE WITH REQUIREMENTS**

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in these Travel Protection Benefits Details, We reserve the right not to pay a benefit.

#### **REASONABLE PRECAUTIONS**

**You** shall take all reasonable steps to avoid or minimise any loss or damage that may be protected by these travel protection benefits.

### **CUSTOMER SERVICE & COMPLAINTS**

We are dedicated to providing a high quality service and want to maintain this at all times. If for some reason **You** are unhappy, please let **Us** know by calling on **0800 032 7410** or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Global Customer Research and Solutions Department 333 1 John Street Brighton BN88 1NH United Kingdom

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

Financial Ombudsman Service Exchange Tower E14 9SR London United Kingdom

Telephone: **0800 023 4567** 

or: +44 20 7964 0500 (from abroad)

Fax: **020 7964 1001** 

Email: enquiries@financial-ombudsman.org.uk Website: financial-ombudsman.org.uk

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

**American Express** is covered by the UK Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the UK FSCS if American Express cannot meet its obligations. This depends on the type of business, the circumstances of the claim and your geographical location. Further information about compensation scheme arrangements is available from the UK FSCS.

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

Fax: **+44 (0) 20 7892 7301** Website: <u>www.fscs.org.uk</u>

#### **DATA PROTECTION**

Details of **You**, **Your** insurance cover under this policy and **Your** claims will be held by **Us**, Europ Assistance S.A. UK Branch and Chubb, each acting as Data Controller of **Your** personal data, for insurance benefits provided by them respectively under this policy.

| Europ Assistance S.A. UK Branch is data controller for | Chubb is data controller for   |
|--|--|
| Global Assist  | Car Rental Benefits, Theft, Damage and Liability,<br>Travel Inconvenience, Personal Accident, Legal<br>Assistance and Compensation (defence), Purchase<br>Protection and Refund Protection insurance |

The below section references Chubb's Data Protection:

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting. We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: www.chubb.com/uk-en/footer/privacy-policy.html You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at 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

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

We collect and process Your personal data for different purposes.

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

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

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

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

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

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

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

#### Which personal data do We use?

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

### Sensitive personal data

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

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

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

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

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

## Who do We share Your personal data with?

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

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

### Why is Your personal data is required?

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

## Where do We transfer Your personal data?

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

What are Your rights regarding Your personal data?

You can exercise the following rights regarding Your personal data:

Access - You may request access to Your personal data.

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

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

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

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

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

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

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

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

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

EAGlobalDPO@europ-assistance.com

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

#### **UK authority:**

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

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

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

#### MATERIAL DISCLOSURE

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

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

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

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

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