

# American Express® Corporate Card Programme

## Business Travel Accident Insurance – Terms & Conditions

### Certificate of Insurance

This certificate provides details of Insurance cover arranged by American Express Europe S.A. with **Chubb European Group SE<sup>1</sup>** (hereafter called The Company), for the benefit of American Express euro billed Corporate Cardmembers under the conditions of the relevant Master Policies.

*Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.*

*Chubb European Group SE, Netherlands Branch, Marten Meesweg 8, 3068 AV Rotterdam, is registered at the Dutch chamber of commerce under number 24353249. In the Netherlands, it falls under the conduct of business rules of the Authority Financial Markets (AFM).*

### Description of Coverage

#### Covered Persons

All Corporate Cardmembers whose Corporate Cards are issued by American Express Europe S.A. ('**American Express**') as long as the Corporate Card is billed in the Netherlands and who are officers, partners, proprietors or employees of Sponsoring Organisations, and whose Card accounts are in good standing. Employees of Sponsoring Organisations with a Business Travel Account or a Treasurer's Card Account for whom covered Transportation Costs are charged to such Accounts are also Covered Persons. Spouses/Partners of Covered Persons are insured if:

- (a) travelling with the Covered Person on a Bona Fide Business Trip at the request and expense of the Sponsoring Organisation and
- (b) separate covered Transportation Costs are charged for them.

Moreover, any person travelling at the request of the Sponsoring Organisation (an '**Authorised Traveller**'), whereas the Sponsoring Organisation has a Corporate Card Account, Business Travel Account or Treasurer's Card Account issued by American Express to have his/her Transportation Costs charged to that Sponsoring Organisation's Account for a Bona Fide Business Trip; as long as the Corporate Card is billed in the Netherlands.

### Definitions and Scope of Coverage

This Description of Coverage describes the benefits, definitions and terms and conditions of this Policy (nr. 53NE021973), which provides group accidental death and dismemberment insurance benefits. Whenever used herein, Corporate Card, Corporate Cardmember, and Corporate Card Account shall refer to American Express Corporate Card.

'**Accident**' whenever used means an event which causes, while the Policy is in force, sudden, unexpected and independent of the Covered Person's own free will, external physical violence that affects the body unfavourably quickly, and that is the only and direct cause of Bodily Injury, as long as the nature of the injury is to be determined medically and objectively.

'**Bodily Injury**,' whenever used herein, means an injury which occurs with the Covered Person while the Policy is in force and is solely caused by an Accident, and solely and independently occasions the death or dismemberment of the Covered Person within 12 months from the date of the Accident.

A '**Loss**' is covered by the Policy provided a Bodily Injury is sustained by the Covered Person, as defined;

1. while the Policy is in force with respect to the Covered Person, and
2. under the circumstances and in the manner described in the '**When benefits are payable**' Description of Hazards below.

'**Transportation Costs**' means costs of travel as a fare paying passenger in any Common Carrier Conveyance, other than a taxicab; provided the Transportation Costs are charged to the Covered Person's Corporate Card, Business Travel Account or Treasurer's Card Account '**Common Carrier Conveyance**' whenever used herein, means an air, land or water vehicle (other than a rental vehicle) licensed to carry passengers for hire.

'**Sponsoring Organisation**' means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate thereof, which employs the Covered Person and participates in the Corporate Card, Business Travel Account or Treasurer's Card Account Program offered by American Express.

**'Scheduled Flight'** means a flight in an aircraft, operated by an air carrier, provided that:

1. such air carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.
2. such flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide amended from time to time.
3. departure times, transfer and destination points will be established in reference to the Covered Person's Scheduled Flight ticket. **'Terrorism'** means activities against persons, organisations or property of any nature that involves the following or preparation for the following:
  - a. use of, or threat of, force or violence; or
  - b. commission of, or threat of, a dangerous act; or
  - c. commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and when one or both of the following applies:
    - a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy;
    - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express, or express opposition to a philosophy or ideology.

## Benefits

### Accidental Death and Dismemberment Benefit

The Company shall pay a benefit amount determined from the Table of Losses (below) if a Covered Person sustains a Loss stated herein resulting from Bodily Injury, provided that:

1. such Loss occurs within 365 days after the date of accident causing such Loss, and
2. if more than one Loss stated in said Table of Losses is sustained as the result of one Accident, only one of the amounts so stated in, the largest, shall be payable.

### Table of Losses

Description of Loss of:	Amounts	
	Business Trip Hazard	Personal Trip Hazard
Life	€350.000	€100.000
Both Hands or Both Feet or Sight of Both Eyes	€350.000	€100.000
One Hand and One Foot	€350.000	€100.000
Either Hand or Foot and Sight of One Eye	€350.000	€100.000
Speech and Hearing	€350.000	€100.000
Either Hand or Foot	€175.000	€50.000
Sight of One Eye	€175.000	€50.000
Speech or Hearing	€175.000	€50.000
Thumb and Index Finger of the Same Hand	€87.500	€25.000

The term **'Loss'** as used herein shall mean with regard to hands and feet, actual severance through or above the wrist or ankle joints, and with regard to eyes, the entire irrecoverable Loss of sight. **'Loss'** shall mean with regard to thumb and index finger actual severance through or above the joints closest to the palm; with regard to speech, entire and irrecoverable Loss; and with regard to hearing, the entire and irrecoverable Loss in both ears.

### Maximum Indemnity per Covered Person

In no event will multiple Corporate Card Accounts, Business Travel Accounts or Treasurer's Card Accounts obligate the Company to pay more than one Loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Policy will be determined according to the highest amount payable under the specific Corporate Card Account, Business Travel Account or Treasurer's Card Account which provides cover in relation to the Accident and Loss in question. **Exposure and Disappearance**

If by reason of an Accident covered under the Policy a Covered Person is unavoidably exposed to the elements and as a result of

such exposure suffers a Loss for which a benefit amount is otherwise payable hereunder, such Loss will be covered under the terms of the Policy.

If the body of a Covered Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a Common Carrier Conveyance in which such person was an occupant then it shall be deemed, subject to all other terms and provisions of the Policy, that such Covered Person shall have suffered Loss of life.

## When benefits are payable

*Benefits are Payable under only one Hazard for any one Loss*

### Description of a Business Trip hazard

#### (24 Hour Accident Protection while on a Business Trip)

The applicable Benefit Amount is payable if the Covered Person sustains Bodily Injury, as defined, anywhere in the world while on a bona fide Business Trip for the Sponsoring Organisation ('Trip'). Such insurance shall apply only when and after the Covered Person charges his / her Transportation Costs to a Corporate Card Account or such Transportation Costs are charged on their behalf to a Business Travel Account or a Treasurer's Card Account

Coverage begins when the Covered Person leaves his / her residence or place of regular employment for the purpose of going on a Trip or at the time charges for Transportation Costs have been made to a Corporate Card Account, Business Travel Account or Treasurer's Card Account, whichever occurs last. Coverage remains continuously in effect until the Covered Person returns to his or her residence or place of regular employment.

For Trips longer than 30 consecutive days, coverage ceases at 12:01 am at the Covered Person's location on the 31st day. In that case, coverage is reactivated when the Covered Person begins the Return Trip, but is limited to Common Carrier Transportation; Air Transportation, Airport Transportation and Airport Premises as described under '**Description of a Personal Trip Hazard**'. The applicable Benefits Amount payable for any Loss sustained during a Return Trip will be determined from the Business Trip Hazard column of the Table of Losses.

The phrase while '**Bona Fide Business Trip of the Sponsor Organisation**' whenever used herein, means: while on assignment by or at the direction of the Sponsoring Organisation for the purpose of furthering the business of the Sponsoring Organisation. This phrase shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organisation during these times.

An act of '**Terrorism**', as described, is only covered when this act of Terrorism has contributed to cause Bodily Injury and when such event occurs under Common Carrier Benefit, when on a Business Trip.

### Description of a Personal Trip Hazard

#### (Common Carrier and Air Transportation Protection While on a Personal Trip)

Benefits covered under the Personal Trip Hazard are not covered under the Business Trip Hazard. Authorised Travellers are not eligible for such Personal Trip cover.

#### Common Carrier and Air Transportation

The applicable Benefit Amount is payable if the Covered Person sustains Bodily Injury as a result of an Accident which occurs while riding solely as a passenger in, or boarding or alighting from or being struck by a Common Carrier Conveyance on a Covered Trip.

A trip is a '**Covered Personal Trip**' if:

1. it is a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket; and
2. the Covered Person's Transportation fare for such trip has been charged to a Corporate Card account, Business Travel Account or Treasurer's Card Account prior to any Bodily Injury; and
3. it is not while on a Bona Fide Business Trip for a Sponsoring Organisation.

### **Airport Transportation Benefit**

If a Scheduled Flight ticket is purchased for a Covered Trip prior to the Covered Person's departure from the airport, the applicable benefit amount is payable if the Covered Person sustains Bodily Injury while riding as a passenger in a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

- (a) when going directly to an airport for the purpose of boarding a Scheduled Flight on a Covered Trip; or
- (b) when leaving directly from an airport after alighting from a Scheduled Flight on a Covered Trip.

### **Airport Premises Benefit**

If a Scheduled Flight ticket is purchased for a Covered Trip prior to boarding, the applicable benefit amount is payable if the Covered Person sustains Bodily Injury while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding, or immediately after alighting from a Scheduled Flight on a Covered Trip.

### **Exclusions**

The Policy does not cover any Loss caused or contributed to by:

1. driving under the influence of alcohol or drugs;
2. intentionally self-inflicted injury, suicide, self-destruction or any attempt threat while sane;
3. illness, sickness, disease, physical or mental infirmity, or any medical or surgical treatment for such conditions, unless treatment of the condition is required as the direct result of a covered Bodily Injury;
4. travel into hazardous work sites (eg underwater, mines, construction sites, oil rigs etc);
5. declared or undeclared war or any act thereof; however, any act committed by an agent of any government, part or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval, or air forces) in the country where the injury occurs shall not be deemed an act of war;
6. service in the military, naval or air service of any country;
7. participation in any military, police or fire-fighting activity;
8. operator or crew member of any Common Carrier Conveyance;
9. flying in aircraft owned or leased by the Covered Person's Sponsoring Organisation;
10. flying in any aircraft which is a chartered non-scheduled licensed common carrier hired by a single organisation;
11. flying in military aircraft or any aircraft which requires special permits or waivers, or
12. commission of or attempt to commit an illegal act by or on behalf of the Covered Person or his beneficiaries.
13. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

### **Claims**

1. Written notice of claims must be given to the Company's claims representative at the following address within 20 days after the occurrence or commencement of any Loss, or as soon thereafter as is reasonably possible.

**Chubb European Group SE**  
**Accident & Health**  
**P.O. Box 8664**  
**3009 AR Rotterdam**

2. Indemnities payable for any Loss will be paid upon receipt of due written proofs of such Loss. Indemnity for Loss of life and any other accrued indemnities unpaid at the Covered Person's death should be payable to the Covered Person's estate. The receipt from the estate will fully discharge the Company.

### **Time Limit of Actions**

No action at law or in equity shall be brought to recover under the Policy after the expiration of three years after the time written proof of Loss is required to be furnished.

### **Sanction Clause**

With regard to sections of the policy provided by Chubb European Group SE (please refer to the definition of Our/Us/We/Insurer'), 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.

## 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 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 your policy or to store your information. We also use a number of 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/benelux-en/footer/privacy-policy.html](http://www.chubb.com/benelux-en/footer/privacy-policy.html) The processing of personal data within The Netherlands is also governed by the Code of Conduct "Processing of Personal Data" (Gedragscode "Verwerking Persoonsgegevens") of the Dutch Association of Insurers. You may consult the text of this Code via the website of the Association of Insurers, <https://www.verzekeraars.nl/dutch-association-of-insurers>, or you can request the Code from the Association of Insurers: Verbond van Verzekeraars, Postbus 93450, 2509 AL Den Haag, telephone +31(0)70-3338500.

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