## GUIDE TO YOUR GOLD CARD TRAVEL PROTECTION BENEFITS





### YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GOLD CARD

#### (OBTAINED IN THE EUROPEAN ECONOMIC AREA)

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

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

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

\* Correct as at time of printing (August 2018).

Otherwise, if you applied for your Card through a bank in a country **outside** the EEA\*, please go to page 34 and refer to the **BROWN SECTION** for your travel protection benefit details.

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

#### CONTAINS

#### **1. KEY INFORMATION**

(i) Policy Summary

(ii) Terms of Business

#### 2. POLICY TERMS AND CONDITIONS

## **KEY INFORMATION**

## (i) POLICY SUMMARY IMPORTANT INFORMATION

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

The insurance is provided under the group insurance policies that American Express Services Europe Limited holds with insurers for the benefit of its Cardmembers. There is no additional charge or premium for this insurance. The insurers that underwrite the policies are:

- In respect of Section 1.1 Medical Assistance and Expenses, Section 1.2 Cancelling and Postponing Your Trip, 1.3 Cutting Short Your Trip, 1.4. Personal Belongings, Money and Travel Documents, and 1.7 Legal Assistance (pursuit), **Inter Partner Assistance**, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A. ('IPA') of Avenue Louise 166, bte1, 1050 Brussels, a company authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the United Kingdom, (firm registration number 202664). Details of the extent of its regulation by the Financial Conduct Authority are available from IPA on request. IPA is part of the AXA Assistance Group; and
- In respect of Section 1.5 Travel Inconvenience, 1.6 Personal Accident, and 1.7. Legal Assistance and Compensation (defence), Chubb European Group Limited ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at register.fca.org.uk/

(In this Policy Summary we use the term "Insurer(s)" when we refer to IPA and Chubb together.)

#### **ELIGIBILITY**

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

The insurance benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions. You will be given at least 30 days' written notice of such a change.

#### **DURATION OF COVER**

You are entitled to the insurance benefits under the group policies 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 insurance benefits by notice to you.

#### SUMMARY OF COVER

#### WORLDWIDE TRAVEL INSURANCE

Worldwide Travel Insurance provides cover for the main Cardmember, their partners and dependent children under the age of 23 and the primary supplementary Cardmember, whether travelling together or travelling alone on business and leisure trips of up to 90 consecutive days.

#### USUAL HOLIDAY SPORTS AND ACTIVITIES

Worldwide Travel Insurance also includes cover for winter sports such as skiing and snowboarding (including off-piste with a qualified guide), and for usual holiday sports or activities, such as fishing, horse riding and scuba diving (down to 30 metres). If you are going to take part in any sport or activity that could be considered dangerous or may fall outside usual holiday sports, please call American Express Insurance Services in advance of undertaking any such activity on +44 (0) 870 600 0342 and select the option for benefits of your Card.

#### EXCESS

An excess of US\$/€50 per person per claim will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip; Cutting Short Your Trip and Personal Belongings Money and Travel Documents.

#### **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 Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.

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The following table sets out the benefits payable under the Worldwide Travel Insurance:

Subject to Policy Terms and Conditions, cover is provided per Insured person, per claim	Key Exclusions & Limitations	Policy Terms and Conditions Section Number
<ul> <li>MEDICAL ASSISTANCE AND EXPENSES</li> <li>Necessary medical, surgical and hospital costs, including repatriation home. Costs are covered up to a maximum of US\$/€1,000,000.</li> <li>Medical expenses up to US\$/€1,000,000</li> <li>Emergency dental treatment up to US\$/€750</li> <li>Necessary costs to repatriate remains or for a local funeral up to US\$/€1,500</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions</li> <li>Medical assistance and expenses benefits if aged 80 years or over at any time during the trip</li> <li>Medical treatment in country of residence</li> <li>Sports or activities that may not be considered usual holiday sports</li> <li>All costs must be approved in advance by the Insurer</li> </ul>	1.1
CANCELLING, AND POSTPONING YOUR TRIP Unused travel, accommodation, excursions and leisure activities up to US\$/€4,000 if you need to cancel or postpone your trip due to a specified unforeseen event such as: • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions</li> <li>Cancellation due to business reasons</li> <li>Circumstances known before booking a trip</li> <li>Disinclination to travel</li> <li>Costs which are recoverable from any other source</li> </ul>	1.2

# **key**facts<sup>®</sup>

Subject to Policy Terms and Conditions, cover is provided per Insured person, per claim	Key Exclusions & Limitations	Policy Terms and Conditions Section Number
CUTTING SHORT A TRIP Costs to return home (and to resume original trip) and unused travel and accommodation costs up to US\$/€4,000 due to a specified unforeseen event such as: • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions</li> <li>No refund for unused tickets where an Insurer has paid for alternative travel arrangements to the same destination</li> <li>Circumstances known before booking a trip</li> <li>Cutting short a trip due to lack of enjoyment or adverse weather conditions</li> <li>Costs which are recoverable from any other source</li> </ul>	1.3

Subject to Policy Terms and Conditions, cover is provided per Insured person, per claim	Key Exclusions & Limitations	Policy Terms and Conditions Section Number
PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS Where such items are lost, stolen or damaged whilst on a trip: • Up to US\$/€1,500	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies (with the exception of money cover for children under 16)</li> <li>Deductions are made for wear and tear</li> <li>Money or travel documents which are not kept on the Insured person or in a safe</li> <li>Loss, theft or damage that has not been reported to the local police, transport or accommodation provider</li> <li>US\$/€350 limit for money and travel documents</li> <li>US\$/€350 limit for a single item, pair or set of items</li> <li>Limit of US\$/€50 for money lost, stolen or damaged whilst under the control of a child under the age of 16</li> </ul>	1.4
<ul> <li>TRAVEL</li> <li>INCONVENIENCE</li> <li>Necessary expenses up to: <ul> <li>US\$/€200 for</li> <li>missed departure</li> <li>due to accident or</li> <li>breakdown, travel</li> <li>delay, overbooking,</li> <li>or missed connection</li> <li>which causes a delay of</li> <li>4 hours or more</li> </ul> </li> <li>US\$/€300 for baggage</li> <li>delayed by an airline for</li> <li>6 hours or more</li> <li>An additional</li> <li>US\$/€300 for extended</li> <li>baggage delay by an</li> <li>airline if the baggage</li> <li>does not arrive within</li> <li>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>	1.5



# **key**facts<sup>®</sup>

Subject to Policy Terms and Conditions, cover is provided per Insured person, per claim	Key Exclusions & Limitations	Policy Terms and Conditions Section Number
<ul> <li>PERSONAL ACCIDENT</li> <li>WHILST ON A TRIP</li> <li>US\$/€50,000 for death or permanent disablement on a trip caused by an accident</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Terrorist activities except on a public vehicle</li> <li>Participating in or training for professional sports</li> <li>Work-related accidents</li> <li>The benefit amount for the death of a child under the age of 16 is reduced to U\$\$,€10,000</li> </ul>	1.6
<ul> <li>LEGAL ASSISTANCE</li> <li>AND COMPENSATION <ul> <li>Up to US\$/€25,000</li> <li>legal defence costs and</li> <li>legal costs in pursuit of compensation</li> <li>Up to US\$/€250,000</li> <li>for legal liability for injuring another person, or damaging their property or possessions</li> </ul> </li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Legal costs for pursuing claims with no reasonable prospects of success</li> <li>Claims between your family members, employees, Cardmembers or supplementary Cardmembers</li> <li>Liability covered by another insurance</li> <li>Legal costs incurred from use of the Insured's vehicle</li> <li>Legal costs and expenses to be reimbursed from any successful recovery</li> </ul>	1.7

General Exclusions	Key Exclusions	
THESE EXCLUSIONS APPLY TO ALL TRAVEL INSURANCE BENEFITS	<ul> <li>You will not be paid for claims arising directly or indirectly as a result of:</li> <li>Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer</li> <li>Participating in sports and activities which would not be considered usual holiday sports</li> <li>Work-related accidents</li> <li>Pre-existing medical conditions known to you when you applied for your Card or prior to booking your trip</li> <li>Costs which are recoverable from any other source</li> </ul>	1.8

#### YOUR RIGHT TO CANCEL

You may cancel this cover 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 Claim Centre for American Express at www.americanexpress.co.uk/claims.

Alternatively please call +44 (0) 870 600 0342 (select claims option) for Travel Inconvenience; 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 Insurers 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 UK Executive Office 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: +44 (0) 870 600 0342 (select option for benefits of your Card).

#### Email: insuranceexec@aexp.com

American Express is a member 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. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall, LONDON E14 9SR United Kingdom

Website: www.financial-ombudsman.org.uk Telephone: 0800 023 4567 From a mobile: +44 (0) 300 123 9 123 From abroad: +44 20 7964 0500

#### **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group Limited 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, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QUUnited Kingdom. Telephone: 0800 678 1100 or +44 (0)20 7741 4100. Website: www.fscs.org.uk. **10** 

## (ii) 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 Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) insurance underwritten by Inter Partner Assistance.

American Express only offers Travel Inconvenience, Personal Accident, Legal Assistance and Compensation (defence) insurance underwritten by Chubb European Group Limited.

#### 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. The insurance benefits are automatically included 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. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on UK: 0800 111 6768 (or from abroad: +44 20 7066 1000).

#### 6 Ownership

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

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

If you wish to register a complaint, please contact:

In writing:

American Express Services Europe Limited UK Executive Office 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: please call **+44 (0) 870 600 0342** (select option for benefits of your Card).

Email: insuranceexec@aexp.com

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.

#### DEMANDS AND NEEDS

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

## POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with **the American Express**<sup>\*</sup> **International Currency Gold Card** under the group policies of insurance held by American Express Services Europe Limited with Inter Partner Assistance and Chubb European Group Limited.

#### **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.

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 such a change.

#### 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 Gold 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 on the first day of a Trip, who are financially dependent on You and who are not in full time employment. (The term "Child" shall have a corresponding meaning).

"Close Relative" means a person's partner or spouse living at the Cardmember's address, their mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, step-mother, step-father, step-sister, step-brother, aunt, uncle, niece or nephew.

"Country of Residence" means Your current country of residence as evidenced by an official document.

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

"Insured" means (i) Main Cardmember and their Family, (ii) Primary Supplementary Cardmember.

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

- In respect of Section 1.1 Medical Assistance and Expenses, Section 1.2 Cancelling and Postponing **Your Trip**, 1.3 Cutting Short **Your Trip**, 1.4 Personal Belongings, Money and Travel Documents, and 1.7 Legal Assistance and Compensation (pursuit), Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A. ('IPA') of Avenue Louise 166, bte1, 1050 Brussels, a company authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the United Kingdom, (firm registration number 202664). Details of the extent of its regulation by the Financial Conduct Authority are available from IPA on request. IPA is part of the AXA Assistance Group;

#### AND

-In respect of Section, Section 1.5 Travel Inconvenience, Section 1.6 Personal Accident, Section, and 1.7 Legal Assistance and Compensation (defence), Chubb European Group Limited, ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at register.fca.org.uk/

"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.

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

"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.

"Senior Medical Officer" means Our medical practitioner, who shall be appointed by Us to assess any aspect of any applicable issue where medical expertise is required pursuant to these Policy Terms and Conditions.

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

**"Trip"** means a journey outside **Your Country of Residence** which must commence and end in **Your Country of Residence**, or a journey within **Your Country of Residence** which must include a flight, or at least one night of pre-booked accommodation away from home.

Each Trip must not exceed 90 consecutive days, and all Trips taken during each 12 month period should not exceed a total of 183 days.

"You/Your" means the Insured person.

## **1. WORLDWIDE TRAVEL INSURANCE**

#### WHO IS COVERED

The **Cardmember** and their **Family** and the **Primary Supplementary Cardmember** on the **Card Account** are covered.

Age Limit for Medical Assistance and Expenses: The **Cardmember** and their **Family** and the **Primary Supplementary Cardmember** on the **Card Account** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### CONDITIONS

This Section 1 details the **Card** Travel Insurance benefits. The following conditions apply to all claims under this Section:

- <u>Benefit Limits</u>: All limits under Section 1 are per **Insured** and apply whilst on a **Trip**. All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
- Excess: An excess of US\$50 or €50 (as applicable) per person will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip, Cutting Short a Trip, and Personal Belongings Money and Travel Documents.
- 3) <u>Trip Length:</u> You are covered for a maximum of 183 days in a 365 day period for multiple Trips and for single Trips up to a maximum duration of 90 consecutive days.
- <u>Pre-existing Medical Conditions:</u> You will not be eligible for benefits if You were previously aware of Your condition (see Section 1.8 General Exclusions to Card Travel Insurance).
- You must be registered with a UK general practitioner or an equivalent medical practitioner in Your Country of Residence.
- 6) <u>Usual Holiday Sports and Activities Information</u>: All benefits apply when participating in usual holiday sports and activities, including winter sports. For example: canoeing, fishing, golf, horse riding, mountain-biking, parascending, scuba-diving down to 30 metres, skiing, and snowboarding (including off-piste with a qualified guide in areas the resort management consider to be safe), tennis, and water-skiing.

Certain sports and activities are excluded. If **You** are going to take part in any sport or activity that could be considered dangerous or may fall outside usual holiday sports, please call American Express Insurance Services in advance of undertaking any such activity on +44 (0) 870 600 0342 and select the option for benefits of **Your Card**.

7) 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 any relevant third parties in seeking reimbursement where appropriate.

#### **1.1 MEDICAL ASSISTANCE AND EXPENSES**

**IMPORTANT**: Only **Cardmembers** and members of their **Family** and the **Primary Supplementary Cardmember**, who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 1.1.

All costs must be approved in advance by Us.

If **You** have an accident or **You** are ill during **Your Trip**, contact **Us** as soon as **You** can on +44 (0)20 3126 4128. By contacting **Us**, **We** will, where possible, arrange everything necessary for **You** including seeing a doctor or other medical professional, admission to hospital and **Your** medical treatment. **We** will also pay for the necessary expenses which have been approved by **Our Senior Medical Officer**. When **You** have recovered sufficiently, if necessary **We** will arrange for **Your** travel home.

The maximum amount that **We** will pay under this section is US1,000,000 or  $\in 1,000,000$  (as applicable).

#### YOUR BENEFITS

You will be covered for the following:

- Medical treatment: Up to US\$1,000,000 or €1,000,000 (as applicable) for necessary medical, surgical and hospital costs as a result of You becoming ill or being injured during Your Trip. In order for Us to evaluate the facts of the medical situation, You must authorise Your treating physician and Your registered medical practitioners to be released from their doctor/patient confidentiality restrictions.
- <u>Transport to hospital</u>: Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- Your travel home after treatment: We will arrange and pay for the necessary costs including a medical escort for Your journey home.
- <u>Return home of Your travelling companions</u>: The cost of an economy flight or standard rail ticket if their original means of transportation home cannot be used.
- <u>Dental treatment:</u> Up to US\$750 or €750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during Your treatment: Up to US\$100 or €100 (as applicable) a night (maximum 10 nights) towards their meals and accommodation costs until Our Senior Medical Officer advises that You no longer require further treatment on Your Trip.
- 7) Friend or relative to visit You in hospital: If You are travelling alone, the cost of an economy flight or standard rail ticket and up to US\$100 or €100 (as applicable) a night (maximum 10 nights) towards meals and accommodation costs for one friend or relative visiting You in hospital, or during Your recovery. The benefit will cease when You return to Your Country of Residence.
- 8) Extend Your stay following medical treatment: Up to US\$100 or €100 (as applicable) each a night in total (maximum 10 nights) each towards meals and accommodation costs for You and one other person if Our Senior Medical Officer advises You to extend Your stay after Your treatment.

- 9) <u>Return home of Your Children</u>: Reasonable travel expenses and up to US\$100 or €100 (as applicable) a night (maximum 3 nights) towards meals and accommodation costs for a friend or relative to collect and bring home Your Children if You are unable to care for them.
- 10) <u>Search and rescue:</u> Up to US\$75,000 or €75,000 (as applicable) for **Your** search and rescue costs.
- Funeral and burial expenses: If You die whilst on a Trip, We will pay for either transportation of the remains home or up to US\$1,500 or €1,500 (as applicable) for a local cremation or burial.

#### EXCLUSIONS

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 1.1.

You will not be covered in respect of the following:

- The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Costs not approved by Our Senior Medical Officer.
- Treatment that Our Senior Medical Officer considers can be reasonably delayed until Your return to Your Country of Residence.
- 4) Medical, dental treatment, funeral and burial expenses within Your Country of Residence.
- Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by Us.
- 6) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- Costs where You have refused to follow the advice of Our Senior Medical Officer.
- Treatment or costs incurred for cosmetic reasons unless Our Senior Medical Officer agrees that such treatment is necessary as a result of a medical emergency.
- 9) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- Coffins or urns in excess of those which meet international commercial airline standards.

#### **1.2 CANCELLING AND POSTPONING YOUR TRIP**

#### YOUR BENEFITS

You will be covered for the following:

Up to US\$4,000 or €4,000 (as applicable) for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked, which are non-refundable, or any fee **You** are charged to change them if **You** cancel or postpone **Your Trip**, due to the following unforeseen circumstances:

 You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying before or during Your Trip;

- b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying before or during Your Trip;
- c) Your redundancy which qualifies for redundancy payments under current legislation;
- You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
- e) Severe damage to Your home or Your business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable);
- f) Theft at Your home or Your business premises that requires Your presence by the police.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Cancelling and Postponing Your Trip Section 1.2.

You will not be covered in respect of the following:

- The excess, the first US\$50 or €50 (as applicable) per person per claim.
- Cancellation claims arising directly or indirectly from circumstances known to You prior to booking Your Trip.
- Cancellation claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- Additional costs incurred if You fail to notify the providers of Your travel, accommodation, excursions and leisure activities promptly that it is necessary for You to cancel Your Trip.
- 5) Claims where You are unable to supply a medical certificate from the appropriate medical practitioner, confirming the medical condition which made it necessary to cancel Your Trip. The appropriate medical practitioner cannot be any Insured, any travelling companion, Your Close Relative, the Close Relative of any Insured or of a travelling companion.
- 6) Costs which are recoverable from any other source.

#### **1.3 CUTTING SHORT YOUR TRIP**

#### YOUR BENEFITS

If **You** cut short **Your Trip** due to the following unforeseen circumstances:

- You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying;
- b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying;

- c) Severe damage to Your home or Your business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable); or
- d) Theft at Your home or Your business premises that requires Your presence by the police.

You will be paid up to US\$4,000 or €4,000 (as applicable) in total for the:

- a) reasonable, necessary travel for **You** to return home, and to resume **Your** original **Trip**; and
- b) the costs for Your unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are nonrefundable.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Cutting Short Your Trip Section 1.3.

You will not be covered in respect of the following:

- The excess, the first US\$50 or €50 (as applicable) per person per claim.
- 2) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- Claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- Additional costs incurred if You fail to notify the providers of Your travel, accommodation, excursions and leisure activities promptly that it is necessary to cut short Your Trip.
- Claims for refunds for unused travel to a destination where We have already paid for Your alternative travel arrangements to the same destination.
- 6) Claims where You are unable to supply a medical certificate from the appropriate medical practitioner, confirming the medical condition which made it necessary to cut short Your Trip. The appropriate medical practitioner cannot be any Insured, any travelling companion, Your Close Relative, the Close Relative of any Insured or of a travelling companion.
- 7) Subsequent claims arising from the same fault or event where the original fault has not been properly repaired where You cut short Your Trip as a result of damage or theft at Your home or Your business premises.
- 8) Costs which are recoverable from any other source.

#### 1.4 PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS

#### YOUR BENEFITS

This benefit applies to **Your** personal belongings which **You** take, purchase or hire whilst on **Your Trip**, **Your** money and **Your** travel documents provided that they are kept on **You** at all times, locked in a safe, or in a locked storage area of a vehicle.

You will be covered for the following:

- If Your personal belongings, money and travel documents are lost, stolen or damaged, You will be paid up to:
  - a) US\$1,500 or €1,500 (as applicable) in total per Trip;
  - b) US\$350 or €350 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c) US\$350 or €350 (as applicable) for money and travel documents limited to US\$50 or €50 (as applicable) for money and travel documents carried by Children under the age of 16.
- You will be paid any necessary and reasonable additional travel and accommodation costs, and consulate fees necessary to replace travel documents for You to continue Your Trip, or return home.
- 3) In an emergency We will provide an advance of up to US\$1,000 or €1,000 (as applicable) if Your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for You to obtain funds. Advances are made only with prior authorisation from American Express and a debit is applied to the Cardmember's Account.
- 4) We will provide advice and assistance where possible and any shipment costs in replacing emergency items that are lost, stolen or damaged including glasses, contact lenses, prescriptions, and travel documents necessary for You to continue Your Trip or return home.
- 5) We will make deductions for wear and tear.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 1.4.

You will not be covered in respect of the following:

- The excess, the first US\$50 or €50 (as applicable) per person per claim with the exception where the amount for money and travel documents is limited to US\$50 or €50 (as applicable) for Children under 16.
- 2) Any loss or damage caused by normal wear and tear.
- Lost, stolen or damaged personal belongings where You have failed to take sufficient care of them or have left them unsecured or outside Your reach.

- 4) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- Theft of, or damage to, vehicles, their accessories, or items in a vehicle where there is no evidence of break in.
- 7) Any documents other than travel documents.
- 8) Damage to fragile or brittle items.
- 9) Household goods.
- Theft from a roof or boot luggage rack, other than theft of camping equipment.
- In respect of money, any shortages due to errors and currency fluctuations.

#### **1.5 TRAVEL INCONVENIENCE**

#### YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items covered under this Travel Inconvenience Section 1.5 must be charged to **Your Card** to be eligible for reimbursement. If **You** are not a **Cardmember** and not travelling with a **Cardmember**, another payment method may be used. Itemised receipts must be kept as proof of purchase.

- You will be reimbursed up to US\$200 or €200 (as applicable) per person for necessary refreshment costs, for additional travel and accommodation costs incurred prior to actual departure on Your Trip if:
  - <u>Missed departure</u>. You miss Your flight, train or ship due to an accident or breakdown of Your vehicle, or an accident, breakdown or cancellation of transportation on a Public Vehicle and no alternative is made available within 4 hours of the published departure time;
  - b) <u>Delay, cancellation or overbooking</u>, Your flight, train or ship is delayed, cancelled, or overbooked and no alternative is made available within 4 hours of the published departure time;
  - c) <u>Missed connection</u>. As a result of a delay to Your incoming connecting flight, train or ship, You miss Your onward connecting flight, train or ship and no alternative is made available within 4 hours of the published departure time.
- 2) You will be reimbursed for the purchase or hire of essential items on Your Trip up to:
  - <u>Baggage delay.</u> US\$300 or €300 (as applicable) per person 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\$300 or €300 (as applicable) per person if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

#### **EXCLUSIONS**

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Travel Inconvenience Section 1.5.

You will not be covered in respect of the following:

- Under missed departure and missed connection, claims where insufficient time has been allowed to arrive at the departure point or to arrive to connect with **Your** ongoing journey by flight, train or ship.
- Additional costs where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- 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 Trip**.
- 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.

#### **1.6 PERSONAL ACCIDENT WHILST ON A TRIP**

#### YOUR BENEFITS

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

You will be covered for the following:

- US\$50,000 or €50,000 (as applicable) if You have an accident on Your Trip which within 365 days causes:
  - a) death;
  - b) the complete and permanent loss of use of any limb;
  - c) the entire and irrecoverable loss of Your sight, speech or hearing;
  - d) permanent disablement confirmed by Our Senior Medical Officer that has lasted for at least 12 months preventing You from continuing any and every occupation and where there is no reasonable chance of recovery.
- The maximum amount that will be paid to You or Your estate will be US\$50,000 or €50,000 (as applicable) per Trip.
- The maximum benefit amount for death of a Child under the age of 16 is reduced to US\$10,000 or €10,000 (as applicable).

#### EXCLUSIONS

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Personal Accident Whilst On A Trip Section 1.6. 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 Trip.
- 2) Your suffering from sickness or disease not directly resulting from an accident.

#### 1.7 LEGAL ASSISTANCE AND COMPENSATION

#### YOUR BENEFITS

The following benefits provide cover for **Your** legal costs and expenses incurred following an accident on **Your Trip**. If legal proceedings are successful, any legal costs and expenses incurred are to be reimbursed and, where lawful and applicable, any legal contingency fees shall be paid from the financial award received.

You will be covered for the following:

- Legal Assistance and Compensation (defence): We will pay costs and compensation for which You are liable following an accident on Your Trip, if a claim is made against You and You are found legally liable for injuring another person or damaging their property and possessions up to a value of:
  - a) US\$25,000 or €25,000 (as applicable) for legal defence costs (including interpreter's fees);
  - b) US\$250,000 or €250,000 (as applicable) for compensation arising directly or indirectly from one cause;
  - c) an economy flight or standard rail ticket if **You** have to attend a court.
- Legal Assistance and Compensation (pursuit): If You have an accident or You are ill during Your Trip and decide to seek compensation, We will pay:
  - a) legal costs up to US\$25,000 or €25,000 (as applicable) (including interpreter's fees);
  - an economy flight or standard rail ticket if You have to attend a court.

Legal Proceedings: You have the right to select and appoint a legal representative of Your choice to represent You in respect of any claim submitted, any legal inquiry or legal proceedings (provided that any appointment of a legal representative is not on a contingency fee basis unless it is lawful and appropriate to do so). You shall provide the Insurer with details of the name and address of the legal representative You have selected. The Insurer may provide information about legal representatives in Your local area if requested to do so by You, or may appoint a legal representative to act on Your behalf should You so wish. Where You wish to appoint a legal representative of Your own choosing, You must obtain pre-approval in writing from Us of that legal representative's costs. We will cover Your appointed legal representative's costs to the extent that such costs do not exceed the costs that would have been incurred had We appointed a legal representative on Your behalf (as set out above).

Interpreter Fees: We will arrange and pay for an interpreter to assist in legal cases where required (subject to the limit set out above).

#### EXCLUSIONS

General Exclusions to Card Travel Insurance listed in Section 1.8 apply to all travel insurance benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 1.7.

You will not be covered in respect of the following:

- Any costs where You admit liability, negotiate, make any promise or agree any settlement.
- Legal costs in pursuit of compensation where We think there is not a reasonable chance of You winning the case or achieving a reasonable settlement.
- Claims made against You by Your family, or any Cardmembers or Supplementary Cardmembers on Your Card Account and their families, or anyone who works for You.
- 4) Claims made by You, against Your family or any Cardmembers or Supplementary Cardmembers on Your Card Account and their families, or anyone who works for You.
- 5) Claims made by **You** against **Us**, **American Express**, any American Express group company, a travel agent, tour operator or carrier.
- 6) Liability as a result of damage to property and possessions which are under **Your** care or responsibility during **Your Trip**.
- Liability You incur solely as a result of a contract You have entered into.
- 8) Liability which is covered by another insurance.
- Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals.
- Claims caused directly or indirectly in connection with land or buildings which You own or are using except as temporary holiday accommodation.
- Claims arising directly or indirectly in connection with any business, profession or trade activity.
- 12) Any fines and punitive damages.
- Costs relating to inquests, application for the review of a judgment or legally binding decision.

## 1.8 GENERAL EXCLUSIONS TO CARD TRAVEL INSURANCE

The following exclusions apply to all of this Section 1 – **Card** Travel Insurance.

You will not be paid for claims directly or indirectly as a result of:

- 1) Not following the advice or instructions of Us or Our Senior Medical Officer.
- 2) Participating in sports and activities which would not be considered usual holiday sports. If You take part in any sport or activity that could be considered dangerous or may not be considered a usual holiday sport or activity, You should call American Express in advance of undertaking any such activity on +44 (0) 870 600 0342. and select the option for benefits of Your Card.

- 3) Participating in or training for any professional sports.
- Work-related accidents or accidents covered under Your employer's liability insurance or workers' compensation programme.
- 5) Not taking reasonable care of yourself and Your personal belongings.
- 6) Your self-inflicted injuries except when trying to save human life.
- Your injuries caused by Your negligence or failure to follow the laws and regulations of the country where You are travelling.
- 8) Fear of flying or travelling on other modes of transport.
- 9) Your suicide or attempted suicide.
- 10) Your injuries or accidents which occur as a result of drug or alcohol abuse, or while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions known to You, when You applied for Your Card and any Cards on Your Account, or prior to booking Your Trip, whichever is the most recent, for which You:
  - a) have attended a hospital as an in-patient during the last 12 months;
  - are awaiting test results or are on a waiting list for an operation, consultation or investigation;
  - c) have commenced or changed medication or treatment within the last three months;
  - require a medical, surgical or psychiatric check up every twelve months or more frequently;
  - e) have been given a terminal prognosis;
  - f) know of any reason, which may necessitate any **Trip** to be cancelled or cut short.
- 12) Travelling against the advice of a registered medical practitioner.
- 13) Industrial action which has commenced or has been announced prior to booking **Your Trip**.
- 14) Trips in, or booked to, countries or any part of a country to which a government agency has advised against travel or all but essential travel.
- 15) Any fraudulent, dishonest or criminal act committed by You, or anyone with whom You are in collusion.
- 16) Confiscation or destruction of Your personal belongings by any government, customs or public authority.
- 17) Terrorist activities except while on a Public Vehicle.
- 18) Declared or undeclared war or hostilities.
- 19) 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.
- 20) Costs which are recoverable from any other source.
- 21) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 22) Your failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

#### **HOW TO CLAIM**

#### CLAIMS AND ASSISTANCE

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress. co.uk/claims.

Alternatively please call **+44 (0) 870 600 0342** (select claims option) for Travel Inconvenience; 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

- All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- 2) All Medical Assistance and Expenses costs must be approved in advance by Us.
- 3) 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.
- Interest will only be paid on claims if payment has been unreasonably delayed following **Our** receipt of all the required information.
- 5) Please ensure that **You** keep copies of all documentation that **You** send to **Us** to substantiate a claim.
- 6) You will need to transfer to Us, on the claims handler's request and at Your expense, any damaged item, and assign to Us the legal rights to recover from the party responsible up to that which amount that We have paid.
- 7) 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.
- We may require You to be examined by a medical practitioner or specialist appointed by Us to enable Us to assess a claim fully.
- 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.

### WORLDWIDE TRAVEL INSURANCE

Benefit	Information required
General	<ul> <li>Your Card number</li> <li>Proof that You were on a Trip</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> <li>The name of Your treating registered medical practitioner</li> </ul>
Medical Assistance and Expenses Cancelling and Postponing Your Trip	<ul> <li>Invoices and a medical report detailing medical treatment and costs You have paid</li> <li>Any unused tickets</li> <li>Approved medical certificates</li> <li>Any unused tickets or Trip invoices</li> <li>Evidence from the appropriate organisation detailing the cause and duration of the delay if You abandon Your Trip</li> <li>Booking and cancellation invoices from providers of services</li> <li>Independent documentation proving any non-medical reason for cancellation</li> </ul>
Cutting Short Your Trip	<ul> <li>Approved medical certificates</li> <li>Any unused tickets or Trip invoices</li> <li>Invoices and receipts for costs You have paid</li> <li>Independent documentation proving any non-medical reason for cutting short Your Trip</li> </ul>
Personal Belongings, Money and Travel Documents	<ul> <li>Report from the police or provider of accommodation or transport</li> <li>Proof of ownership</li> <li>Proof of the purchase price paid</li> <li>Damaged personal belongings</li> </ul>
Travel Inconvenience	<ul> <li>Travel ticket</li> <li>Public transport operator'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 (Property Irregularity Report) including details of the baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card. If You are not a Cardmember and not travelling with a Cardmember, and an alternative payment method has been used, You will still need to provide proof of purchase</li> <li>Evidence from the appropriate organisation detailing the cause of the delay if You miss Your departure</li> </ul>
Personal Accident Legal	<ul> <li>Evidence from the appropriate organisation detailing the accident</li> <li>Approved medical reports</li> <li>Relevant legal documents</li> </ul>
Assistance and Compensation	Evidence of incident as appropriate

#### **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
- 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**, **American Express** 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 +44 (0) 870 600 0342 (select option for benefits of your Card) or, if You would prefer to put Your concerns in writing, please write to:

American Express Services Europe Limited UK Executive Office 1 John Street BRIGHTON BN88 1NHN United Kingdom

#### Email: insuranceexec@aexp.com

American Express is a member 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. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR United Kingdom

Tel: 0800 023 4567 or from a mobile 0300 123 9 123 Email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

#### **UK FINANCIAL CONDUCT 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. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.

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

Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A. ('IPA') of Avenue Louise 166, bte1, 1050 Brussels, is a company authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the United Kingdom, (firm registration number 202664). Details of the extent of its regulation by the Financial Conduct Authority are available from IPA on request. IPA is part of the AXA Assistance Group.

Full details regarding American Express, Chubb European Group Limited, and Inter Partner Assistance can be found on the Financial Services Register by visiting the website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (or from abroad: +44 20 7066 1000).

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

American Express Services Europe Limited, Chubb European Group Limited and Inter Partner Assistance 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 10<sup>th</sup> Floor Beaufort House 15 St Botolph Street London EC3A 7QU United Kingdom

Telephone: 0800 678 1100 or +44 (0)20 7741 4100, Website: www.fscs.org.uk

#### DATA PROTECTION

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

Data **You** provide under the travel inconvenience and collision damage waiver sections of the policy will be held by AXA Travel Insurance as Data Processor on behalf of Chubb.

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

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

These activities may include:

a) use of special categories of data about the health or vulnerability of **You** or others involved in **Your** claims, which has been provided with

Your prior consent, in order to provide the services described in this policy.

- b) disclosure of information about You and Your insurance cover to companies within the AXA group of companies or Chubb group of companies, to Our service Providers and agents in order to administer and service Your insurance cover, to provide You with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of Your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyze 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;
- 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 PLC, or have other requests or concerns relating to **Our** use of **Your** data, please write to us at:

Data Protection Officer AXA Travel Insurance 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: www.axa-assistance.com/en.privacypolicy or www2.chubb.com/uk-en/footer/privacy-policy.aspx Alternatively, a hard copy is available on request.

#### MATERIAL DISCLOSURE

In response to questions that we may ask **You**, it is **Your** responsibility to provide complete and accurate information to **Us** and **American Express** when **You** take out **Your Card** and throughout the life of **Your Policy**. It is important that **You** ensure that all statements **You** make on **Your** application form, over the telephone, on claim forms and other documents are full and accurate. Please note that if **You** fail to disclose any material information to **Us** or **American Express**, this could invalidate **Your** insurance cover and could mean that part or all of a claim may not be paid.

## YOUR TRAVEL PROTECTION BENEFITS FOR THE AMERICAN EXPRESS® INTERNATIONAL CURRENCY GOLD CARD

## (OBTAINED OUTSIDE THE EUROPEAN ECONOMIC AREA)

This is the **BROWN SECTION** of Your Travel Protection Benefits document.

You should refer to this section if you applied for your Card through a bank in a country **outside** the European Economic Area (EEA)<sup>'</sup>.

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

\* Correct as at time of printing (August 2018).

Otherwise, if you applied for your Card:

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

Please go to page 2 and refer to the **ORANGE SECTION** for your travel protection benefit details.

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

#### CONTAINS

#### **1. KEY INFORMATION:**

(i) General Information

(ii) Summary of Benefits

(iii) Terms of Business

#### 2. TRAVEL PROTECTION BENEFIT DETAILS

## **KEY INFORMATION**

## (i) GENERAL INFORMATION

This document is not a contract of insurance. This document summarises the travel protection benefits available to American Express International Currency Gold Cardmembers who have applied for their Card outside the EEA.

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 insurance contracts with the insurance companies Chubb European Group Limited and Inter Partner Assistance (the "Insurer(s)").

American Express Services Europe Limited is the only policyholder and only it has direct rights under the insurance contracts against the Insurers; it holds these insurance contracts for the benefit of the Cardmembers. The Cardmembers do not have a contract of insurance or any direct rights under the policies.

Cardmembers are authorised by American Express Services Europe Limited to contact the Insurer(s) 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 contracts with the Insurer(s).

Cardmembers must comply with the obligations detailed in this document in respect of their travel protection benefits and must contact the Insurer(s) 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.

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 such a 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 WORLDWIDE TRAVEL PROTECTION BENEFITS

Worldwide Travel Protection Benefits are provided to the main Cardmember, their partners and dependent children under the age of 23 and the primary supplementary Cardmember, whether travelling together or travelling alone on business and leisure trips of up to 90 consecutive days.

#### **USUAL HOLIDAY SPORTS AND ACTIVITIES**

Worldwide Travel Protection Benefits also include benefits for winter sports such as skiing and snowboarding (including off-piste with a qualified guide), and for usual holiday sports or activities, such as fishing, horse riding and scuba diving (down to 30 metres). If you are going to take part in any sport or activity that could be considered dangerous or may fall outside usual holiday sports, please call American Express Insurance Services in advance of undertaking any such activity on +44 (0) 870 600 0342 and select the option for benefits of your Card.

#### EXCESS

An excess of US\$/€50 per person per claim will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip; Cutting Short Your Trip and Personal Belongings Money and Travel Documents.

#### **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 Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
The following table sets out the benefits payable under the Worldwide Travel Protection Benefits:

Subject to conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations	Section Number
<ul> <li>MEDICAL ASSISTANCE AND EXPENSES</li> <li>Necessary medical, surgical and hospital costs, including</li> <li>repatriation home. Costs</li> <li>up to a maximum of</li> <li>US\$/€1,000,000.</li> <li>Medical expenses up to</li> <li>US\$/€1,000,000</li> <li>Emergency dental</li> <li>treatment up to</li> <li>US\$/€750</li> <li>Necessary costs to</li> <li>repatriate remains or</li> <li>for a local funeral up to</li> <li>US\$/€1,500</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions</li> <li>Medical Assistance and Expenses benefits if aged 80 years or over at any time during the trip</li> <li>Medical treatment in country of residence</li> <li>Sports or activities that may not be considered usual holiday sports</li> <li>All costs must be approved in advance by the Insurer</li> </ul>	1.1
CANCELLING, AND POSTPONING YOUR TRIP Unused travel, accommodation, excursions and leisure activities up to US\$/€4,000 if you need to cancel or postpone your trip due to a specified unforeseen event such as: • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions</li> <li>Cancellation due to business reasons</li> <li>Circumstances known before booking a trip</li> <li>Disinclination to travel</li> <li>Costs which are recoverable from any other source</li> </ul>	1.2

Subject to conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations	Section Number
CUTTING SHORT A TRIP Costs to return home (and to resume original trip) and unused travel and accommodation costs up to US\$/€4,000 due to a specified unforeseen event such as: • Illness, accident or death affecting you, a relative, a member of your party or their relative	<ul> <li>KEY EXCLUSIONS</li> <li>&amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies</li> <li>Pre-existing medical conditions</li> <li>No refund for unused tickets where an Insurer has paid for alternative travel arrangements to the same destination</li> <li>Circumstances known before booking a trip</li> <li>Cutting short a trip due to lack of enjoyment or adverse weather conditions</li> <li>Costs which are recoverable from any other source</li> </ul>	1.3
<ul> <li>PERSONAL</li> <li>BELONGINGS,</li> <li>MONEY AND TRAVEL</li> <li>DOCUMENTS</li> <li>Where such items are lost, stolen or damaged whilst on a trip: <ul> <li>Up to US\$/€1,500</li> </ul> </li> </ul>	<ul> <li>KEY EXCLUSIONS</li> <li>&amp; LIMITATIONS</li> <li>US\$/€50 per person per claim excess applies (with the exception of money protection for children under 16)</li> <li>Deductions are made for wear and tear</li> <li>Money or travel documents which are not kept on the Protected Person or in a safe</li> <li>Loss, theft or damage that has not been reported to the local police, transport or accommodation provider</li> <li>US\$/€350 limit for money and travel documents</li> <li>US\$/€350 limit for a single item, pair or set of items</li> <li>Limit of US\$/€50 for money lost, stolen or damaged whilst under the control of a child under the age of 16</li> </ul>	1.4

Subject to conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations	Section Number
<ul> <li>TRAVEL</li> <li>INCONVENIENCE</li> <li>Necessary expenses up to: <ul> <li>US\$/€200 for</li> <li>missed departure</li> <li>due to accident or</li> <li>breakdown, travel delay,</li> <li>overbooking, or missed</li> <li>connection which</li> <li>causes a delay of 4 hours</li> <li>or more</li> </ul> </li> <li>US\$/€300 for baggage</li> <li>delayed by an airline for</li> <li>6 hours or more</li> <li>An additional US\$/€300</li> <li>for extended baggage</li> <li>delay by an airline if</li> <li>the baggage does not</li> <li>arrive within 48 hours</li> <li>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>	1.5
<ul> <li>PERSONAL ACCIDENT WHILST ON A TRIP</li> <li>US\$/€50,000 for death or permanent disablement on a trip caused by an accident</li> </ul>	<ul> <li>KEY EXCLUSIONS</li> <li>&amp; LIMITATIONS</li> <li>Terrorist activities except on a public vehicle</li> <li>Participating in or training for professional sports</li> <li>Work-related accidents</li> <li>The benefit amount for the death of a child under the age of 16 is reduced to US\$\€10,000</li> </ul>	1.6
<ul> <li>LEGAL ASSISTANCE</li> <li>AND COMPENSATION</li> <li>Up to US\$/€25,000 legal defence costs and legal costs in pursuit of compensation</li> <li>Up to US\$/€250,000 for legal liability for injuring another person, or damaging their property or possessions</li> </ul>	<ul> <li>KEY EXCLUSIONS</li> <li>&amp; LIMITATIONS</li> <li>Legal costs for pursuing claims with no reasonable prospects of success</li> <li>Claims between your family members, employees, Cardmembers or supplementary Cardmembers</li> <li>Liability covered by any insurance</li> <li>Legal costs incurred from use of the Protected Person's vehicle</li> <li>Legal costs and expenses to be reimbursed from any successful recovery</li> </ul>	1.7

General Exclusions	Key Exclusions	
THESE EXCLUSIONS APPLY TO ALL TRAVEL PROTECTION BENEFITS • Emergency dental treatment up to US\$/€750 • Necessary costs to repatriate remains or for a local funeral up to US\$/€1,500	<ul> <li>You will not be paid for claims arising directly or indirectly as a result of:</li> <li>Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer</li> <li>Participating in sports and activities which would not be considered usual holiday sports</li> <li>Work-related accidents</li> <li>Pre-existing medical conditions known to you when you applied for your Card or prior to booking your trip</li> <li>Costs which are recoverable from any other source</li> <li>Medical assistance and expenses benefits if aged 80 years or over at any time during the trip</li> <li>Medical treatment in country of residence</li> <li>Sports or activities that may not be considered usual holiday sports</li> <li>All costs must be approved in advance by the Insurer</li> </ul>	1.8

## 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 that 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 Claim Centre for American Express at www.americanexpress. co.uk/claims.

Alternatively please call **+44 (0) 870 600 0342** (select claims option) for Travel Inconvenience; 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 Services Europe Limited

UK Executive Office 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: +44 (0) 870 600 0342 (select option for benefits of your Card). Email: insuranceexec@aexp.com

American Express is a member 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 the opportunity to resolve it. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall, LONDON E14 9SR United Kingdom

Website: www.financial-ombudsman.org.uk Telephone: 0800 023 4567 From a mobile: +44 (0) 300 123 9 123 From abroad: +44 20 7964 0500

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group Limited 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 FSCS. Their contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom. Telephone: 0800 678 1100 or +44 (0) 20 7741 4100 or +44 (0) 207 741 4100. Website: www.fscs.org.uk.

## (iii) 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 companies Chubb European Group Limited and Inter Partner Assistance (the "**Insurer(s)**"). 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 Medical Assistance and Expenses, Cancelling and Postponing Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (pursuit) benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Inter Partner Assistance.

American Express offers Travel Inconvenience, Personal Accident, Legal Assistance and Compensation (defence) benefits. In order to provide you with these benefits, American Express holds a contract of insurance with Chubb European Group Limited.

#### 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(s) 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:

In writing: American Express Services Europe Limited UK Executive Office 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: please call +44 (0) 870 600 0342 (select option for benefits of your Card).

#### Email: insuranceexec@aexp.com

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.

## TRAVEL PROTECTION BENEFIT DETAILS

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

## 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.

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 such a 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 Gold 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 Gold 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 Gold 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 on the first day of a Trip, who are legally dependent on You and who are not in full time employment. (The term "Child" shall have a corresponding meaning).

"Close Relative" means a person's partner or spouse living at the Cardmember's address, their mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, step-mother, step-father, stepsister, step-brother, aunt, uncle, niece or nephew.

**"Country of Residence"** means **Your** current country of residence as evidenced by an official document.

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

#### "Insurer/Insurers" means:

- In respect of Section 1.1 Medical Assistance and Expenses, Section 1.2 Cancelling and Postponing **Your Trip**, 1.3 Cutting Short Your Trip, 1.4 Personal Belongings, Money and Travel Documents, and 1.7 Legal Assistance and Compensation (pursuit), **Inter Partner Assistance**, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A. ('IPA') of Avenue Louise 166, bte1, 1050 Brussels, is a company authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the United Kingdom (firm registration number 202664). Details of the extent of its regulation by the Financial Conduct Authority are available from IPA on request. IPA is part of the AXA Assistance Group.

#### AND

- In respect of Section, Section 1.5 Travel Inconvenience, Section 1.6 Personal Accident, Section, and 1.7 Legal Assistance and Compensation (defence), **Chubb European Group Limited**, ("Chubb") registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at register.fca.org.uk/

"Our/Us/We" means American Express.

"Primary Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card and is the first named Supplementary Cardmember on the Account and will also receive the travel protection benefits included with the Card.

"Protected person" means (i) Main Cardmember and their Family, (ii) Primary Supplementary Cardmember.

"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.

**"Senior Medical Officer"** means the **Insurer's** medical practitioner, who shall be appointed by the **Insurer** to assess any aspect of any applicable issue where medical expertise is required pursuant to these Travel Protection Benefit Details.

"Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card on the Account. The Primary Supplementary Cardmember is the only Supplementary Cardmember who will receive the travel protection benefits included with the Card.

**"Trip"** means a journey outside **Your Country of Residence** which must commence and end in **Your Country of Residence**, or a journey within **Your Country of Residence** which must include a flight, or at least one night of pre-booked accommodation away from home.

Each **Trip** must not exceed 90 consecutive days, and in each 12 month period the total **Trips** taken should not exceed 183 days in total.

"You/Your" means the Protected Person.

# 1. WORLDWIDE TRAVEL PROTECTION BENEFITS

#### WHO WILL RECEIVE THE BENEFITS?

The **Cardmember** and their **Family** and the **Primary Supplementary Cardmember** on the **Card Account** are entitled to the travel protection benefits.

Age Limit for Medical Assistance and Expenses: The **Cardmember** and their **Family** and the **Primary Supplementary Cardmember** on the **Card Account** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### CONDITIONS

This Section 1 details the **Card** Travel Protection Benefits. The following conditions apply to all claims under this Section:

- <u>Benefit Limits:</u> All limits under Section 1 are per Protected Person and apply whilst on a Trip. All benefit limits in this document are shown in US Dollars and euros. US Dollar limits apply only to American Express International Dollar Gold 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 Gold Cardmembers and all approved benefit payments will be made in euros subject to these limits.
- Excess: An excess of US\$50 or €50 (as applicable) per person will be applied to Medical Assistance and Expenses; Cancellation and Postponement of a Trip, Cutting Short a Trip, and Personal Belongings Money and Travel Documents.
- 3) <u>Trip Length:</u> You are protected for a maximum of 183 days in a 365 day period for multiple Trips and for each single Trip up to a maximum duration of 90 consecutive days.
- <u>Pre-existing Medical Conditions:</u> You will not be eligible for benefits if You were previously aware of Your condition (see Section 1.8 General Exclusions to Card Travel Protection Benefits).
- 5) You must be registered with a UK general practitioner or an equivalent medical practitioner in Your Country of Residence.
- 6) <u>Usual Holiday Sports and Activities Information</u>: All benefits apply when participating in usual holiday sports and activities, including winter sports. For example: canoeing, fishing, golf, horse riding, mountain-biking, parascending, scuba-diving down to 30 metres, skiing, and snowboarding (including off-piste with a qualified guide in areas the resort management consider to be safe), tennis, and water-skiing.

Certain sports and activities are excluded. If **You** are going to take part in any sport or activity that could be considered dangerous or may fall outside usual holiday sports, please call American Express Insurance Services in advance of undertaking any such activity on +44 (0) 870 600 0342 and select the option for benefits of **Your Card**. 7) <u>Travel Protection Benefits are secondary</u>: We will only pay amounts as described in these Travel Protection Benefit Details if they are not covered by insurance, state benefits or other agreements. You must inform Us of these and assist any relevant third parties in seeking reimbursement where appropriate.

## **1.1 MEDICAL ASSISTANCE AND EXPENSES**

**IMPORTANT:** Only **Cardmembers** and members of their **Family** and the **Primary Supplementary Cardmember**, who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 1.1.

All costs must be approved in advance by Us.

If **You** have an accident or **You** are ill during **Your Trip**, contact **Us** as soon as **You** can on +44 (0)20 3126 4128. By contacting **Us**, **We** will, where possible, arrange everything necessary for **You**, including seeing a doctor or other medical professional, admission to hospital and **Your** medical treatment. **We** will also pay for the necessary expenses which have been approved by **Our Senior Medical Officer**. When **You** have recovered sufficiently, if necessary **We** will arrange for **Your** travel home.

The maximum amount that **We** will pay under this section is US1,000,000 or  $\in 1,000,000$  (as applicable).

#### YOUR BENEFITS

You will be provided with:

- Medical treatment: Up to US\$1,000,000 or €1,000,000 (as applicable) for necessary medical, surgical and hospital costs as a result of You becoming ill or being injured during Your Trip. In order for Us to evaluate the facts of the medical situation, You must authorise Your treating physician and Your registered medical practitioners to be released from their doctor/patient confidentiality restrictions.
- <u>Transport to hospital</u>: Necessary costs for transporting or transferring You to the nearest adequately equipped hospital if free transport is not available.
- Your travel home after treatment: We will arrange and pay for the necessary costs including a medical escort for Your journey home.
- <u>Return home of Your travelling companions</u>: The cost of an economy flight or standard rail ticket if their original means of transportation home cannot be used.
- <u>Dental treatment:</u> Up to US\$750 or €750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during Your treatment: Up to US\$100 or €100 (as applicable) a night (maximum 10 nights) towards their meals and accommodation costs until Our Senior Medical Officer advises that You no longer require further treatment on Your Trip.
- 7) Friend or relative to visit You in hospital: If You are travelling alone, the cost of an economy flight or standard rail ticket and up to US\$100 or €100 (as applicable) a night (maximum 10 nights) towards meals and accommodation costs for one friend or relative visiting You in hospital, or during Your recovery. The benefit will cease when You return to Your Country of Residence.

- 8) Extend Your stay following medical treatment: Up to US\$100 or €100 (as applicable) each a night in total (maximum 10 nights) towards meals and accommodation costs for You and one other person if Our Senior Medical Officer advises You to extend Your stay after Your treatment.
- 9) <u>Return home of Your Children</u>: Reasonable travel expenses and up to US\$100 or €100 (as applicable) a night (maximum 3 nights) towards meals and accommodation costs for a friend or relative to collect and bring home Your Children if You are unable to care for them.
- 10) <u>Search and rescue:</u> Up to US\$75,000 or €75,000 (as applicable) for **Your** search and rescue costs.
- Funeral and burial expenses: If You die whilst on a Trip, We will pay for either transportation of the remains home or up to US\$1,500 or €1,500 (as applicable) for a local cremation or burial.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 1.1.

You will not be paid for the following:

- 1) The excess, the first US\$50 or  ${\rm {\ensuremath{\in}}50}$  (as applicable) per person per claim.
- 2) Costs not approved by Our Senior Medical Officer.
- Treatment that Our Senior Medical Officer considers can be reasonably delayed until Your return to Your Country of Residence.
- 4) Medical, dental treatment, funeral and burial expenses within Your Country of Residence.
- Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by Us.
- 6) Costs after the date **Our Senior Medical Officer** tells **You** that **You** should return home.
- Costs where You have refused to follow the advice of Our Senior Medical Officer.
- Treatment or costs incurred for cosmetic reasons unless Our Senior Medical Officer agrees that such treatment is necessary as a result of a medical emergency.
- 9) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- Coffins or urns in excess of those which meet international commercial airline standards.

## **1.2 CANCELLING AND POSTPONING YOUR TRIP**

#### YOUR BENEFITS

You will be paid for the following:

Up to US\$4,000 or €4,000 (as applicable) for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked, which are non-refundable or any fee **You** are charged to change them if **You** cancel or postpone **Your Trip**, due to the following unforeseen circumstances:

- You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying before or during Your Trip;
- b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying before or during Your Trip;
- c) Your redundancy which qualifies for redundancy payments under current legislation in Your Country of Residence;
- You being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
- e) Severe damage to Your home or Your business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable);
- f) Theft at Your home or Your business premises that requires Your presence by the police.

#### **EXCLUSIONS**

General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Cancelling, Postponing and Abandoning Your Trip Section 1.2.

You will not be paid for the following:

- The excess, the first US\$50 or €50 (as applicable) per person per claim.
- Cancellation claims arising directly or indirectly from circumstances known to You prior to booking Your Trip.
- Cancellation claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- Additional costs incurred if You fail to notify the Providers of Your travel, accommodation, excursions and leisure activities immediately that it is necessary for You to cancel Your Trip.
- 5) Claims where You are unable to supply a medical certificate from the appropriate medical practitioner, confirming the medical condition which made it necessary to cancel Your Trip. The appropriate medical practitioner cannot be any Protected Person, any travelling companion, Your Close Relative, the Close Relative of any Protected Person or of a travelling companion.
- 6) Costs which are recoverable from any other source.

## **1.3 CUTTING SHORT YOUR TRIP**

#### YOUR BENEFITS

If **You** cut short **Your Trip** due to the following unforeseen circumstances:

- You, or a person travelling with You, or a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying;
- b) Your Close Relative, or a Close Relative of a person travelling with You, or a Close Relative of a person You are visiting for the main purpose of Your Trip, having an accident, being taken ill or dying;
- c) Severe damage to Your home or Your business premises if the damage caused is likely to be more than US\$30,000 or €30,000 (as applicable); or
- d) Theft at **Your** home or **Your** business premises that requires **Your** presence by the police.

You will be paid up to US\$4,000 or €4,000 (as applicable) in total for the:

- reasonable, necessary travel for You to return home, and to resume Your original Trip; and
- b) the costs for Your unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are nonrefundable.

#### EXCLUSIONS

General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Cutting Short Your Trip Section 1.3.

You will not be paid for the following:

- 1) The excess, the first US\$50 or  ${\rm {\sc e50}}$  (as applicable) per person per claim.
- 2) Claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- Claims arising directly or indirectly from circumstances known to You when You applied for Your Card and any Cards on Your Account.
- Additional costs incurred if You fail to notify the providers of Your travel, accommodation, excursions and leisure activities immediately that it is necessary to cut short Your Trip.
- Claims for refunds for unused travel to a destination where We have already paid for Your alternative travel arrangements to the same destination.
- 6) Claims where You are unable to supply a medical certificate from the appropriate medical practitioner, confirming the medical condition which made it necessary to cut short Your Trip. The appropriate medical practitioner cannot be any Protected Person, any travelling companion, Your Close Relative, the Close Relative of any Protected Person or of a travelling companion.

- 7) Subsequent claims arising from the same fault or event where the original fault has not been properly repaired where You cut short Your Trip as a result of damage or theft at Your home or Your business premises.
- 8) Costs which are recoverable from any other source.

## 1.4 PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS

#### YOUR BENEFITS

This benefit applies to **Your** personal belongings which **You** take, purchase or hire whilst on **Your Trip**, **Your** money and **Your** travel documents provided that they are kept on **You** at all times, locked in a safe, or in a locked storage area of a vehicle.

You will be provided with:

- If Your personal belongings, money and travel documents are lost, stolen or damaged, You will be paid up to:
  - a) US\$1,500 or €1,500 (as applicable) in total per Trip;
  - b) US\$350 or €350 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
  - c) US\$350 or €350 (as applicable) for money and travel documents limited to US\$50 or €50 (as applicable) for money and travel documents carried by **Children** under the age of 16.
- You will be paid any necessary and reasonable additional travel and accommodation costs, and consulate fees necessary to replace travel documents for You to continue Your Trip, or return home.
- 3) In an emergency We will provide an advance up to US\$1,000 or €1,000 (as applicable) if Your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for You to obtain funds. Advances are made only with prior authorisation from American Express and a debit is applied to the Cardmember's Account.
- 4) We will provide advice and assistance where possible and any shipment costs in replacing emergency items that are lost, stolen or damaged including glasses, contact lenses, prescriptions, and travel documents necessary for You to continue Your Trip or return home.
- 5) We will make deductions for wear and tear.

#### EXCLUSIONS

General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 1.4.

You will not be paid for the following:

 The excess, the first US\$50 or €50 (as applicable) per person per claim with the exception where the amount for money and travel documents is limited to US\$50 or €50 (as applicable) for Children under 16.

- 2) Any loss or damage caused by normal wear and tear.
- Lost, stolen or damaged personal belongings where You have failed to take sufficient care of them or have left them unsecured or outside Your reach.
- 4) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- Theft of, or damage to, vehicles, their accessories, or items in a vehicle where there is no evidence of break in.
- 7) Any documents other than travel documents.
- 8) Damage to fragile or brittle items.
- 9) Household goods.
- Theft from a roof or boot luggage rack, other than theft of camping equipment.
- In respect of money, any shortages due to errors and currency fluctuations.

## **1.5 TRAVEL INCONVENIENCE**

#### YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items that is a travel protection benefit under this Travel Inconvenience Section 1.5 must be charged to **Your Card** to be eligible for reimbursement. If **You** are not a **Cardmember** and not travelling with a **Cardmember**, another payment method may be used. Itemised receipts must be kept as proof of purchase.

- You will be reimbursed up to US\$200 or €200 (as applicable) per person for necessary refreshment costs, for additional travel and accommodation costs incurred prior to actual departure on Your Trip if:
  - <u>Missed departure</u>. You miss Your flight, train or ship due to an accident or breakdown of Your vehicle, or an accident, breakdown or cancellation of transportation on a Public Vehicle and no alternative is made available within 4 hours of the published departure time;
  - b) <u>Delay, cancellation or overbooking</u>. Your flight, train or ship is delayed, cancelled, or overbooked and no alternative is made available within 4 hours of the published departure time;
  - c) <u>Missed connection</u>. As a result of a delay to Your incoming connecting flight, train or ship, You miss Your onward connecting flight, train or ship and no alternative is made available within 4 hours of the published departure time.
- You will be reimbursed for the purchase or hire of essential items on Your Trip up to:
  - <u>Baggage delay.</u> US\$300 or €300 (as applicable) per person 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\$300 or €300 (as applicable) per person if **Your** checked-in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

#### EXCLUSIONS

#### General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Travel Inconvenience Section 1.5

You will not be paid for the following:

- Under missed departure and missed connection, claims where insufficient time has been allowed to arrive at the departure point or to arrive to connect with **Your** ongoing journey by flight, train or ship.
- Additional costs where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- 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 Trip**.
- 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.

## **1.6 PERSONAL ACCIDENT WHILST ON A TRIP**

#### YOUR BENEFITS

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

You will be paid for the following:

- US\$50,000 or €50,000 (as applicable) if You have an accident on Your Trip which within 365 days causes:
  - a) death;
  - b) the complete and permanent loss of use of any limb;
  - c) the entire and irrecoverable loss of Your sight, speech or hearing;
  - d) permanent disablement confirmed by Our Senior Medical Officer that has lasted for at least 12 months preventing You from continuing any and every occupation and where there is no reasonable chance of recovery.
- 2) The maximum amount that will be paid to **You** or **Your** estate will be U\$\$50,000 or €50,000 (as applicable) per **Trip**.
- The maximum benefit amount for death of a Child under the age of 16 is reduced to US\$10,000 or €10,000 (as applicable).

#### EXCLUSIONS

General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Personal Accident Whilst On A Trip Section 1.6.

You will not be protected in respect of the following:

- Any claim related directly or indirectly to any physical defect or infirmity which existed before the start of Your Trip.
- 2) Your suffering from sickness or disease not directly resulting from an accident.

## **1.7 LEGAL ASSISTANCE AND COMPENSATION**

#### YOUR BENEFITS

The following benefits provide protection for **Your** legal costs and expenses incurred following an accident on **Your Trip**. If legal proceedings are successful, any legal costs and expenses incurred are to be reimbursed and, where lawful and applicable, any legal contingency fees shall be paid from the financial award received.

You will be paid for the following:

- Legal Assistance and Compensation (defence): We will pay costs and compensation for which You are liable following an accident on Your Trip, if a claim is made against You and You are found legally liable for injuring another person or damaging their property and possessions up to a value of:
  - a) US\$25,000 or €25,000 (as applicable) for legal defence costs (including interpreter's fees);
  - b) US\$250,000 or €250,000 (as applicable) for compensation arising directly or indirectly from one cause;
  - c) an economy flight or standard rail ticket if **You** have to attend a court.
- Legal Assistance and Compensation (pursuit): If You have an accident or You are ill during Your Trip and decide to seek compensation, We will pay:
  - a) legal costs up to US\$25,000 or €25,000 (as applicable) (including interpreter's fees);
  - an economy flight or standard rail ticket if You have to attend a court.

Legal Proceedings: You have the right to select and appoint a legal representative of Your choice to represent You in respect of any claim submitted, any legal inquiry or legal proceedings (provided that any appointment of a legal representative is not on a contingency fee basis unless it is lawful and appropriate to do so). You shall provide the Insurer with details of the name and address of the legal representative You have selected. The Insurer may provide information about legal representatives in Your local area if requested to do so by You, or may appoint a legal representative to act on Your behalf should You so wish. Where You wish to appoint a legal representative of Your own choosing, You must obtain pre-approval in writing from Us of that legal representative's costs. We will pay Your appointed legal representative's costs to the extent that such costs do not exceed the costs that would have been incurred had **We** appointed a legal representative on **Your** behalf (as set out above).

<u>Interpreter Fees:</u> We will arrange and pay for an interpreter to assist in legal cases where required (subject to the limit set out above).

#### EXCLUSIONS

#### General Exclusions to Card Travel Protection Benefits listed in Section 1.8 apply to all travel protection benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 1.7.

You will not be paid for the following:

- Any costs where You admit liability, negotiate, make any promise or agree any settlement.
- Legal costs in pursuit of compensation where We think there is not a reasonable chance of You winning the case or achieving a reasonable settlement.
- Claims made against You by Your family, or any Cardmembers or Supplementary Cardmembers on Your Card Account and their families, or anyone who works for You.
- 4) Claims made by You, against Your family or any Cardmembers or Supplementary Cardmembers on Your Card Account and their families, or anyone who works for You.
- 5) Claims made by **You** against **Us**, **American Express**, any American Express group company, a travel agent, tour operator or carrier.
- 6) Liability as a result of damage to property and possessions which are under **Your** care or responsibility during **Your Trip**.
- 7) Liability **You** incur solely as a result of a contract **You** have entered into.
- 8) Liability which is covered by insurance.
- Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals.
- Claims caused directly or indirectly in connection with land or buildings which You own or are using except as temporary holiday accommodation.
- 11) Claims arising directly or indirectly in connection with any business, profession or trade activity.
- 12) Any fines and punitive damages.
- Costs relating to inquests, application for the review of a judgment or legally binding decision.

## 1.8 GENERAL EXCLUSIONS TO CARD TRAVEL PROTECTION BENEFITS

The following exclusions apply to all of this Section 1 – **Card** Travel Protection Benefits.

You will not be paid for claims directly or indirectly as a result of:

 Not following the advice or instructions of the Insurer or their Senior Medical Officer.

- 2) Participating in sports and activities which would not be considered usual holiday sports. If You take part in any sport or activity that could be considered dangerous or may not be considered a usual holiday sport or activity, You should call American Express in advance of undertaking any such activity on +44 (0) 870 600 0342 and select the option for benefits of Your Card.
- 3) Participating in or training for any professional sports.
- Work-related accidents or accidents covered under Your employer's liability insurance or workers' compensation programme.
- 5) Not taking reasonable care of yourself and Your personal belongings.
- 6) Your self-inflicted injuries except when trying to save human life.
- Your injuries caused by Your negligence or failure to follow the laws and regulations of the country where You are travelling.
- 8) Fear of flying or travelling on other modes of transport.
- 9) Your suicide or attempted suicide.
- 10) Your injuries or accidents which occur as a result of drug or alcohol abuse, or while under the influence of alcohol (above the local legal driving limit) or drugs unless as prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions known to You, when You applied for Your Card and any Cards on Your Account, or prior to booking Your Trip, whichever is the most recent, for which You:
  - a) have attended a hospital as an in-patient during the last 12 months;
  - are awaiting test results or are on a waiting list for an operation, consultation or investigation;
  - c) have commenced or changed medication or treatment within the last three months;
  - require a medical, surgical or psychiatric check up every twelve months or more frequently;
  - e) have been given a terminal prognosis;
  - f) know of any reason, which may necessitate any Trip to be cancelled or cut short.
- 12) Travelling against the advice of a registered medical practitioner.
- 13) Industrial action which has commenced or has been announced prior to booking **Your Trip**.
- 14) Trips in, or booked to, countries or any part of a country to which a government agency has advised against travel or all but essential travel.
- 15) Any fraudulent, dishonest or criminal act committed by You, or anyone with whom You are in collusion.
- 16) Confiscation or destruction of **Your** personal belongings by any government, customs or public authority.
- 17) Terrorist activities except while on a Public Vehicle.
- 18) Declared or undeclared war or hostilities.
- 19) 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.

- 20) Costs which are recoverable from any other source.
- 21) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 22) Your failure to take, properly or at all, any vaccinations or medication advised for Your Trip.

## HOW TO CLAIM

#### CLAIMS AND ASSISTANCE

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress. co.uk/claims.

Alternatively please call +44 (0) 870 600 0342 (select claims option) for Travel Inconvenience; 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

- All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- All Medical Assistance and Expenses costs must be approved in advance by the Insurer.
- 3) 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.
- Interest will only be paid on claims if payment has been unreasonably delayed following receipt of all the required information.
- 5) Please ensure that **You** keep copies of all documentation that **You** send to the **Insurer** to substantiate a claim.
- 6) You will need to transfer to the Insurer, on the claims handler's request and at Your expense, any damaged item, and assign to the Insurer the legal rights to recover from the party responsible the amount up to that which the Insurer has paid.
- 7) 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.
- The Insurer may require You to be examined by a medical practioner or specialist appointed by the Insurer to enable the Insurer to assess a claim fully.
- 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.

## WORLDWIDE TRAVEL PROTECTION BENEFITS

Benefit	Information required
General	<ul> <li>Your Card number</li> <li>Proof that You were on a Trip</li> <li>All documents must be original</li> <li>Completed claim form when needed</li> <li>The name of Your treating registered medical practitioner</li> </ul>
Medical Assistance and Expenses	<ul> <li>Invoices and a medical report detailing medical treatment and costs You have paid</li> <li>Any unused tickets</li> </ul>
Cancelling and Postponing <b>Your</b> <b>Trip</b>	<ul> <li>Approved medical certificates</li> <li>Any unused tickets or Trip invoices</li> <li>Evidence from the appropriate organisation detailing the cause and duration of the delay if You abandon Your Trip</li> <li>Booking and cancellation invoices from providers of services</li> <li>Independent documentation proving any non-medical reason for cancellation</li> </ul>
Cutting Short Your Trip	<ul> <li>Approved medical certificates</li> <li>Any unused tickets or Trip invoices</li> <li>Invoices and receipts for costs You have paid</li> <li>Independent documentation proving any non-medical reason for cutting short Your Trip</li> </ul>
Personal Belongings, Money and Travel Documents	<ul> <li>Report from the police or provider of accommodation or transport</li> <li>Proof of ownership</li> <li>Proof of the purchase price paid</li> <li>Damaged personal belongings</li> </ul>
Travel Inconvenience	<ul> <li>Travel ticket</li> <li>Public transport operator'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 (Property Irregularity Report) including details of the baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card. If You are not a Cardmember and are not travelling with a Cardmember, and an alternative payment method has been used, You will still need to provide proof of purchase</li> <li>Evidence from the appropriate organisation detailing the cause of the delay if You miss Your departure</li> </ul>
Personal Accident	<ul><li>Evidence from the appropriate organisation detailing the accident</li><li>Approved medical reports</li></ul>
Legal Assistance and Compensation	<ul><li>Relevant legal documents</li><li>Evidence of incident as appropriate</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
- 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 +44 (0) 870 600 0342 (select option for benefits of your Card) or, if You would prefer to put Your concerns in writing, please write to:

American Express Services Europe Limited UK Executive Office 1 John Street BRIGHTON BN88 1NH United Kingdom

#### Email: insuranceexec@aexp.com

American Express is a member 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. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR United Kingdom

Telephone: 0800 023 4567 From a mobile: +44 (0) 300 123 9 123 From abroad: +44 20 7964 0500 Email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

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

American Express Services Europe Limited 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 Beaufort House 15 St Botolph Street London EC3A 7QU United Kingdom Telephone: 0800 678 1100 or +44 (0) 20 7741 4100

Telephone: 0800 678 1100 or +44 (0) 20 7741 4100 Fax: +44 (0) 20 7892 7301 Website: www.fscs.org.uk

#### DATA PROTECTION

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

Data **You** provide under the travel inconvenience and collision damage waiver sections of the policy will be held by AXA Travel Insurance as Data Processor on behalf of Chubb.

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

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

These activities may include:

- a) use of special categories of data about the health or vulnerability of You or others involved in Your claims, which has been provided with Your prior consent, in order to provide the services described in this policy.
- b) disclosure of information about You and Your insurance cover to companies within the AXA group of companies or Chubb group of companies, to Our service Providers and agents in order to administer and service Your insurance cover, to provide You with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of Your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyze 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 PLC, or have other requests or concerns relating to **Our** use of **Your** data, please write to us at:

Data Protection Officer AXA Travel Insurance 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: www.axa-assistance.com/en.privacypolicy or www2.chubb.com/uk-en/footer/privacy-policy.aspx Alternatively, a hard copy is available on request.

## **INFORMATION PROVIDED BY YOU**

In response to questions that we may ask you, it is **Your** responsibility to provide complete and accurate information to **Us** when **You** take out **Your Card** and throughout the life of **Your** travel protection benefits. It is important that **You** ensure that all statements **You** make on **Your** application form, over the telephone, on claim forms and other documents are full and accurate. Please note that if **You** fail to take reasonable care to disclose any material information to **Us**, this could invalidate **Your** travel protection benefits and could mean that part or all of the benefits 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. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.

#### americanexpress.com/eurodollar