# BUSINESS TRAVEL ACCIDENT, TRAVEL INCONVENIENCE & BAGGAGE & PERSONAL POSSESSIONS INSURANCE



# **Insurance Product Information Document**

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

# **Product: The American Express® Corporate Green Card**

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

# What is this type of insurance?

This insurance provides payments in the event of certain business related travel accidents resulting in accidental death or permanent partial disablement, where travel arrangements are paid using the Card. Cover is provided whilst travelling to and at an airport, seaport or railway station, and whilst travelling as a fare paying passenger on a public vehicle departing or arriving from/to such terminals.



# What is insured?

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

#### **Travel Inconvenience**

(Underwritten by Chubb).

- ✓ Flight delay, overbooking or missed connection: up to £100 per person for reimbursement of additional travel, refreshment or accommodation costs if alternative arrangements have not been made available within 4 hours.
- ✓ Baggage delay Up to an additional £100 for purchase of <u>essential</u> items if baggage not arrived at the airport within 6 hours of your arrival.
- ✓ Up to an additional £500 per person if your baggage not arrived at the airport within 48 hours of your arrival.
- ✓ Business Travel Accident (Underwritten by Chubb).
- ✓ Business Trip: £225,000 for death, or the complete loss of limb, sight, speech or hearing as a result of an accident whilst travelling on a Public Vehicle, or within 30 days of the outward travel leg (and prior to the return leg), where the travel ticket was purchased on the Card
- ✓ Personal Trip (as part of a business trip or a Reward Event): As per business Trip above except benefit amounts are reduced to £62,500.



# What is not insured?

#### **Travel Inconvenience**

- Y Purchases which are not made on the Card account
- Costs where a transport operator has offered an alternative
- Baggage delay on the last leg of a Business Trip, or of a Personal Trip which does not form part of the Business Trip
- X Costs which are recoverable from any other source

#### **Business Travel Accident**

- X Not taking reasonable care
- An accident occurring more than 30 days after the outward journey of the Business Trip or at any time on a Personal Trip other than where you are travelling on a Public Vehicle (the travel ticket for which was paid for using the Card).
- Participating in any sports and activities other than golf, leisure running, racquet sports, use of a gym and swimming.
- X Self-inflicted injuries, suicide or attempted suicide.
- Any claim for an accident occurring during the course of everyday travel to and from work or an authorised or legitimate leave of absence, or a trip which is not a Business Trip or a Personal Trip.
- Any claims which would result in breaches of UN resolutions or trade or economic sanctions or other laws of the EU, UK or USA.



- Baggage and Personal Possessions Coverage (Underwritten by certain underwriters at Lloyds of London\*).
- ✓ If your personal belongings, money and travel documents are lost, stolen or damaged, up to: a. £3,500 in total per trip;
  - b. £480 limit for a single item, pair or set of items c. £480 collective limit for jewellery or watches.
- \* Society of Lloyds (1 Lime Street, London, EC3M 7HA) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202761.

#### **Baggage and Personal Possessions Coverage**

- Deductions are made for wear and tear.
- Items covered by another Insurance policy or recoverable from another source.
- Loss, theft or damage that has not been reported to local police, transport or accommodation provider within 24 hrs.
- X Money, documents and electronic items.



# Are there any restrictions on cover?

- **Travel Accident** Benefit amounts are halved by 50% for loss of sight in one eye, hearing in one ear etc.
- Baggage and Personal Possessions Coverage a £95 excess applies
- All benefits are dependent on the Card having been used for the relevant trip.
- Accidents on or involving vehicles chartered or hired privately.
- The Business Trip or Personal Trip must have been taken by a land, air, river or sea-going vehicle which is commercially licensed to transport fare paying passengers (defined as a "Public Vehicle" in the Policy Terms and Conditions).



# Where am I covered?

✓ Worldwide.



# What are my obligations?

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

All insurance benefits are dependent on the use of the Card.

#### **During the period of insurance**

You must supply, at your own expense, any documentation, information and evidence we reasonably require

# In the event of a claim

- You must notify us as soon as practicable in the event of a claim, and as follows:
  - If you need to submit a non-emergency insurance claim, please visit americanexpress.co.uk/insuranceportal
  - Alternatively, please call the number on the back of your American Express Card.

**Travel Inconvenience** – You must provide the airline ticket and provide confirmation from the airline of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative arrangements were offered within 4 hours. Airline confirmation of baggage delay.



# When and how do I pay?

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



# When does the cover start and end?

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



# How do I cancel the contract?

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

#### **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. Please write to:

American Express Services Europe Limited Executive Customer Relations Department 333 1 John Street Brighton BN88 1NH

or telephone: 0800 032 7410 or +44 1273 576151 (from abroad).

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

Financial Ombudsman Service Exchange Tower London E14 9SR

Website: financial-ombudsman.org.uk

Telephone: 0800 023 4 567

or +44 20 7964 1000 (from abroad)

Fax: 020 7964 1001

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

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited, Chubb European Group SE, or Lloyd's Insurance Company S.A. are unable to meet their obligations, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Telephone 0800 678 1100 or 020 7741 4100, Fax 020 7892 7301.

Website: fscs.org.uk

# **TERMS OF BUSINESS**

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

The insurance policies are arranged and held by American Express Services Europe Limited, registered in England and Wales with company number 1833139, registered office Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("American Express") for the benefit of Cardmembers.

## 1 Financial Conduct Authority (FCA)

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

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

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

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

Neither you nor your company will 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 the Card account.

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 fca.org.uk/register

#### 6 Ownership

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

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

If you wish to register a complaint, please write to:
American Express Services Europe Limited
Executive Customer Relations
Department 333
1 John Street
Brighton
BN88 1NH

or telephone: 0800 032 7410 or +44 1273 576151 (from abroad).

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 Financial Ombudsman Service.

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

#### **DEMANDS AND NEEDS**

This insurance meets the demands and needs of Cardmembers who require Travel Inconvenience, Business Travel Accident and Baggage and Personal Possessions insurance cover alongside their corporate 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® Corporate Green Card under the group policies of insurance held by American Express Services Europe Limited with Chubb European Group SE and Lloyd's Insurance Company S.A.

#### **ELIGIBILITY**

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

All benefits are dependent on the Card account having been used to purchase the travel tickets for the relevant trip, whether a Business Trip or a Personal Trip.

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

#### **RIGHT TO CANCEL**

Your company may cancel this insurance by cancelling your Card at any time.

#### **DEFINITIONS**

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

"£" shall mean United Kingdom pounds sterling.

"Account" or "Card Account" means your American Express Corporate Green Card.

"American Express" means American Express Services Europe Limited.

**"Authorised Employee"** means, applying to the Business Travel Accident cover and Baggage and Personal Possessions cover only, any other permanent employee of the **Company** whose own **Business Trip** and, if applicable, **Personal Trip** has been charged to **Your Card** with the prior authorisation of the **Company**.

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

"Card" means any card issued to a Cardmember for the purpose of accessing the Account.

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

"Company" means the company, business, firm, corporation, proprietorship or other sponsoring organisation which holds a corporate Card Account with American Express, pursuant to which the Card is issued to the Cardmember.

"Home" means the principal address in Your/the Authorised Employee's country of residence.

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

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

- for Baggage and Personal Possessions cover:

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

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

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

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

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

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

"You/Your" means the American Express Corporate Green Cardmember.

# **INSURANCE BENEFITS**

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

In the event of **You** holding more than one corporate product issued by **American Express**, **We** will not pay more than the highest benefit amount stated in one of those product's **Policy Terms and Conditions** for any one event.

## 1. TRAVEL INCONVENIENCE

This Section 1 details the Travel Inconvenience benefits provided with the **Card** for the **Cardmember** only. For the benefits under this Section 1 to apply, **Your** original travel tickets must have been purchased using the **Card Account**, the **Company's American Express** Business Travel Account or the **Company's American Express** Corporate Meeting Card. **Your** travel, refreshment and accommodation costs, and the purchase of essential items covered under this Travel Inconvenience Section 1 must be charged to **Your Card** to be eligible for reimbursement.

#### **YOUR BENEFITS**

Travel Inconvenience benefits under this Section 1 are provided to cover any flight between named commercial airports, on an aircraft operated by an airline licensed by the relevant authorities for air transportation of fare paying passengers whilst on a **Business Trip** or **Personal Trip**.

- 1) **You** will be reimbursed up to £100 for necessary additional travel, refreshment and accommodation costs incurred prior to **Your** actual flight departure if:
  - a) (<u>Delay, Cancellation or Overbooking</u>) **Your** flight is delayed, cancelled, or overbooked and no alternative is made available within 4 hours of the published departure time;
  - b) (<u>Missed connection</u>) as a result of a delay to **Your** incoming connecting flight, **You** miss **Your** onward connecting flight and no alternative is made available within 4 hours of the published departure time.
- 2) **You** will be reimbursed for the purchase of essential items of toiletries and clothing:
  - a) (<u>Baggage delay</u>) up to £100 if **Your** checked in baggage has not arrived at **Your** destination airport within 6 hours of **Your** arrival;
  - b) (Extended baggage delay) up to an additional £500 if **Your** checked in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

## **EXCLUSIONS**

You will not be covered in respect of the following:

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

# 2. BUSINESS TRAVEL ACCIDENT

This Section 2 details the Business Travel Accident benefits provided with the **Card** for the **Cardmember** and, if applicable, an **Authorised Employee**. For the benefits under this Section 2 to apply, travel tickets for the **Business Trip** and, if applicable, any **Personal Trip** taken must have been purchased using the **Card Account**.

#### **BENEFITS**

#### 2.1 Business Trip:

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

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

You and/or the Authorised Employee will be covered for the following:

£225,000 if **You** and/or the **Authorised Employee** have an accident during a **Business Trip** which within 365 days causes **You** and/or the **Authorised Employee** to suffer:

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

The maximum amount that will be paid to **You** or **Your** estate, and/or to the **Authorised Employee** or their estate following an accident occurring on a **Business Trip** will be £225,000.

#### 2.2 Personal Trip:

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

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

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

You and/or the Authorised Employee will be covered for the following:

£62,500 if **You** and/or the **Authorised Employee** have an accident during a **Personal Trip** which within 365 days causes **You** and/or the **Authorised Employee** to suffer:

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

The maximum amount that will be paid to **You**, or **Your** estate, and/or the **Authorised Employee** or their estate following an accident occurring on a **Personal Trip** will be £62,500.

#### **EXCLUSIONS**

You and/or the Authorised Employee will not be covered in respect of the following:

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

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

# 3. BAGGAGE AND PERSONAL POSSESSIONS

This Section 3 details the Baggage and Personal Possessions benefits provided with the **Card** for the **Cardmember** and, if applicable, the **Authorised Employee**. For the benefits under this Section 3 to apply, travel tickets for the **Business Trip** and **Personal Trip** must have been purchased in full using the **Card Account**. Cover commences from the time **You** and/or the **Authorised Employee** initially leave **Home** to commence the **Business Trip** or at the time charges for the **Business Trip** or **Personal Trip** are made to the **Card**, whichever is the later, until **Your**, and/or the **Authorised Employee's** return **Home** from the **Business Trip**.

#### YOUR BENEFITS

This benefit applies to **Your** and/or the **Authorised Employee's** baggage and personal possessions of a kind usually carried or worn by travellers which are taken or purchased whilst on **a Business Trip** or **Personal Trip** for **Your**/their own use.

Cover is provided as following:

- 1) If personal baggage or possessions are lost, stolen or damaged, **You** and/or the **Authorised Employee** will be paid up to:
  - a) £3,500 in total per **Business Trip** (including any loss suffered during a **Personal Trip** taken during that **Business Trip**);
  - b) £480 for the current value or cost to repair any item, or any pair or set of items which are used together;
  - c) £480 collective limit for jewellery and watches.

- 2) If an item can be repaired economically, the **Insurer** will pay the cost of repair only.
- 3) **You** and/or the **Authorised Employee** must take all normal precautions to secure the safety of baggage and personal possessions.
- 4) You and/or the Authorised Employee must take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of any guilty person(s). We may at any time at Our expense and without prejudice to any issue between Us and You take such action as deemed fit for the recovery of the property lost or stolen or stated to be lost or stolen.

#### **EXCLUSIONS**

You and/or the Authorised Employee will not be covered in respect of the following:

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

- 15) A **Business Trip** or **Personal Trip** within **Your/**the **Authorised Employee's** country of residence (to be substantiated on request by production of a residence visa, passport, or other official document).
- 16) Normal wear and tear.
- 17) Costs which are recoverable from any other source.

# **GLOBAL ASSISTANCE**

This Section details the Global Assist benefit provided with the **Card**.

The Global Assist helpline provides immediate assistance in an emergency, as detailed below, when **You** and/or an **Authorised Employee** are travelling outside the UK. It operates 24 hours a day, every day of the year on **+44 (0) 20 3126 4113**.

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

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

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

# **HOW TO CLAIM**

## **CLAIMS AND ASSISTANCE**

If you need to submit a non-emergency insurance claim, please visit americanexpress.co.uk/insuranceportal

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

# **CLAIMS CONDITIONS AND REQUIREMENTS**

- 1) All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- 2) **We** will only pay amounts if they are not covered by other insurance, state benefits or other agreements. **You**/the **Authorised Employee** must inform **Us** of these and assist **Us** in seeking reimbursement where appropriate.

- 3) Interest will only be considered on claims if payment has been unreasonably delayed following **Our** receipt of all the required information.
- 4) Please ensure copies are kept of all documentation sent to substantiate a claim.
- 5) **We** may require **You**/the **Authorised Employee** to be examined by a medical practitioner or specialist appointed by **Us** to enable **Us** to assess a claim fully.
- 6) You/the Authorised Employee will need to transfer to Us, on the claims handler's request and at Your/the Authorised Employee's expense, any damaged item, and assign to Us the legal rights to recover from the party responsible up to the amount that We have paid.
- 7) If **You** or the **Authorised Employee** or any other interested party does not comply with the obligations as shown in these terms and conditions, **Your** or the **Authorised Employee's** claim may be declined. Should the event leading to the claim be caused deliberately, or should **You** or the **Authorised Employee** commit any fraudulent act, or refuse to follow the advice given by the claims handlers, then the claim may be denied.
- 8) Please provide all the following items, information and documentation and anything else reasonably requested by **Us** in order to make a claim. These must be provided at **Your**/the **Authorised Employee**'s own expense.

Benefit	Information required
General	<ul> <li>Your Card number</li> <li>Proof that You purchased the travel ticket on the Card or American Express Business Travel Account or American Express Corporate Meeting Card (where applicable)</li> <li>All documents must be original</li> <li>Completed claim form when required</li> </ul>

# TRAVEL INCONVENIENCE AND BUSINESS TRAVEL ACCIDENT

Travel Inconvenience	<ul> <li>Airline ticket</li> <li>Airline's confirmation of delay, cancellation, missed connection or overbooking, and their confirmation that no alternative was made available within 4 hours</li> <li>Airline confirmation (Property Irregularity Report) including details of baggage return date and time</li> <li>Itemised receipts and proof of purchases made using Your Card</li> </ul>
Business Travel Accident	<ul><li>Evidence from the appropriate organisation detailing the accident</li><li>Approved medical reports</li></ul>
Baggage and Personal Possessions	<ul> <li>Report from police or a report from the Public Vehicle operator (as appropriate) for loss or theft claims</li> <li>Proof of ownership (for example a receipt for the purchase of the original goods)</li> <li>Damaged personal belongings</li> </ul>

# **POLICY CONDITIONS**

## **DURATION OF COVER**

You are entitled to be covered by the insurance benefits for **Business Trips** and **Personal Trips** which have been charged to the **Card Account**:

a) provided that you continue to fulfil the eligibility criteria at the beginning of these **Policy Terms and Conditions**;

- b) provided that the insurance benefits, **Account** or **Card** have not been withdrawn or cancelled by notice to **You** or the **Company**; and
- c) for the applicable time periods, as indicated in these **Policy Terms and Conditions**.

#### **VARIATION OF COVER**

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

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

If this happens **We**, or **American Express** with **Our** authority, will write to **You** or the **Company** with details of the changes at least 60 days before they come into effect.

## **CANCELLATION OF COVER**

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

#### **RIGHT TO CANCEL**

The **Company** may cancel this **Policy** by cancelling **Your Card** at any time.

#### **LAW & LANGUAGE**

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

#### TAXES AND COSTS

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

## **ASSIGNMENT**

Neither **You** nor any other person entitled to benefit from the insurance cover provided with **Your Card** (including an **Authorised employee**) may transfer to any other person the benefit of that insurance or any rights under the **Policy**.

# **COMPLIANCE WITH POLICY REQUIREMENTS**

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

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

Only **You**, an **Authorised Employee** and the **Insurer** can enforce this **Policy**. No other party may benefit from this contract as of right and, save as set out in this clause, the Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this **Policy**.

#### **REASONABLE PRECAUTIONS**

**You** and if applicable the **Authorised Employee** shall take all reasonable steps to avoid or minimise any loss or damage.

#### **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. Please write to:

American Express Services Europe Limited Executive Customer Relations 1 John Street Brighton BN88 1NH

or telephone: 0800 032 7410 or +44 1273 576 151 (from abroad).

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

Financial Ombudsman Service Exchange Tower London E14 9SR

Website: financial-ombudsman.org.uk

Telephone: 0800 023 4 567

or +44 20 7964 1000 (from abroad)

Fax: 020 7964 1001

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

## FINANCIAL SERVICES COMPENSATION SCHEME

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

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

Telephone: 020 7892 7300

Fax: 0800 678 1100 or 020 7741 4100 Website: fscs.org.uk

## **DATA PROTECTION**

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

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

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

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

These activities may include:

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

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

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

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

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

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

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

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

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

Email: <u>dataprotectionoffice.europe@chubb.com</u>

Or

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

Email: <a href="mailto:dpo@beazley.com">dpo@beazley.com</a>

Our full privacy notice is available at: <a href="mailto:axa-assistance.com/en.privacypolicy">axa-assistance.com/en.privacypolicy</a> or 2.chubb.com/uk-en/footer/privacy-policy.aspx Alternatively, a hard copy is available on request.

#### The **Providers**:

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

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

In accordance with the terms of **Your Cardmember** agreement, **American Express** may use **Your** or an **Authorised Employee's** information to develop lists for use within the American Express group of companies worldwide and its partners to develop or make offers (by mail, digital communication such as email or telephone) of products and services in which **You** or an **Authorised Employee** may be interested. The information used to develop these lists may be

obtained from **Your** application, from information on where and how **You** use **Your Card** and from surveys and research (which may involve contact by mail, email or telephone) and information obtained from other external sources such as merchants or marketing organisations, excluding any sensitive personal data.

If you wish to have your name removed from any marketing programmes or if you require any further information please contact **American Express** at the address above and provide your full name, postal address and your **Card** number. The American Express group of companies reserves the right to contact you by mail, digital communication such as email or telephone in connection with the operation of the **Account**, the benefits provided with the **Card** and related services.

#### **MATERIAL DISCLOSURE**

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