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

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

Otherwise, please refer to **SECTION B** for your travel protection benefit details.

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

### AMERICAN EXPRESS TRAVEL INSURANCE

#### **Insurance Product Information Document**

### Companies: Chubb European Group SE / Inter Partner Assistance SA

**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).

Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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.

#### **Product: International Currency Platinum Card**

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Full details about the product is provided in your policy documents which are attached below. You can also access these and wider information on the Platinum Card features and benefits by visiting <u>americanexpress.com/icc/accepted-conditions-list</u>. This includes supporting lists of accepted medical conditions and sports attaching to your insurance coverage.

#### What is this type of insurance?

This insurance provides assistance in the event of certain travel emergencies, which impact your safety and security. Benefits have been annotated by insurer as follows: Chubb ("CEG"); Inter Partner Assistance ("IPA").



### What is insured?

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

#### MEDICAL ASSISTANCE AND EXPENSES (IPA)

- ✓ US\$/€3,500,000 for necessary medical, surgical and hospital costs during a trip.
- ✓ US\$/€1,750 emergency dental treatment.
- ✓ All necessary repatriation and evacuation costs.
- ✓ Necessary costs to repatriate remains or US\$/€5,000 for local funeral.

# CANCELLING, POSTPONING AND ABANDONING YOUR TRIP (IPA)

- ✓ US\$/€10,000 for unused travel, accommodation, excursions and leisure activities if you need to cancel, postpone or abandon your trip due to a specified unforeseen event.
- ✓ US\$/€10,000 for costs to return home (and to resume original trip) and unused travel and accommodation costs due to a specified unforeseen event.



What is not insured?

CHUBE

#### MEDICAL ASSISTANCE AND EXPENSES

- Some Pre-existing Medical Conditions See 'Restrictions on Cover' section below.
- Medical assistance and expenses benefits if aged 80 years or over at any time during the trip.
- X Medical treatment in country of residence.
- All costs for medical treatment must be approved in advance by the insurer (unless immediately necessary to prevent serious detriment to your health or save your life).
- ✗ Some Holiday Sports/Activities − See 'Restrictions on Cover' section below.

#### CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

- Some Pre-existing Medical Conditions See 'Restrictions on Cover' section below.
- X Cancellation due to business reasons.
- X Abandonment after first leg of a trip.
- X Circumstances known before booking a trip.
- X Disinclination to travel.
- X Costs which are recoverable from any other source.
- X No refund for unused tickets where an Insurer has paid for alternative travel arrangements to the same destination.
- Cutting short a trip due to lack of enjoyment or adverse weather conditions.



PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS (IPA)	PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS
$\checkmark~$ If your personal belongings, money and travel documents are	✗ Deductions are made for wear and tear.
lost, stolen or damaged: a. US\$/€3,500 in total per trip;	Money or travel documents which are not kept on insured's person or in a safe.
<ul> <li>b. US\$/€850 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;</li> </ul>	<ul> <li>Loss, theft or damage that has not been reported to local police, transport or accommodation provider.</li> </ul>
c. US\$/€850 for money and travel documents limited to	CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY
US\$/€100 for children under the age of 16.	X Commercial vehicles, motor homes, caravans and trailers.
✓ Any necessary and reasonable additional travel and accommodation costs, and consulate fees necessary to	<ul> <li>Cover applies only when rental agency allows refusal of their insurance.</li> </ul>
replace travel documents for you to continue your trip or return home.	× An insured person must be named on the rental agreement.
	TRAVEL INCONVENIENCE
✓ In an emergency, an advance up to US\$/€3,500 if your cash, traveller's cheques or credit cards are lost or stolen and there are no other means for you to obtain funds.	<ul> <li>Claims where travel tickets were not purchased on the Card account.</li> </ul>
-	× Purchases which are not made on the Card account.
CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY (CEG)	<b>×</b> Costs where a transport provider has offered an alternative.
✓ US\$/€75,000 for theft or damage to vehicle (including any	× Baggage delay on the final leg of a trip.
applicable excess).	× Purchases made after baggage has been returned.
✓ US\$/€750,000 (US\$1 million in USA) for damage to another	X Costs which are recoverable from any other source.
person or their property.	PERSONAL ACCIDENT WHILST ON A TRIP
TRAVEL INCONVENIENCE (CEG)	✗ Terrorist activities except on a public vehicle.
✓ US $$/€250$ for missed departure due to accident or	✗ Participating in or training for professional sports.
breakdown, travel delay, overbooking, or missed connection	★ Work-related accidents.
<ul> <li>which causes a delay of 4 hours or more.</li> <li>✓ US\$/€500 for baggage delayed by an airline for 6 hours or</li> </ul>	★ The benefit death amount for the death of a child under the age of 16 is reduced to US\$/€10,000.
more. An additional US\$/€500 for extended baggage delay by airline if the baggage does not arrive within 48 hours of	LEGAL ASSISTANCE AND COMPENSATION
arrival.	<ul> <li>Legal costs in pursuit of compensation where the Insurer feels</li> </ul>
PERSONAL ACCIDENT WHILST ON A TRIP (CEG)	there is no reasonable chance of winning a case or receiving
✓ US\$/€85,000 for death or permanent disablement on a trip	compensation.
caused by an accident.	<ul> <li>Claims made against the Insured Person by family members, or an employee of the Insured Person.</li> </ul>
LEGAL ASSISTANCE AND COMPENSATION	✗ Liability which is covered by another insurance.
(IPA for pursuit; CEG for defence)	★ Legal costs incurred where using a motorised vehicle owned
<ul> <li>✓ US\$/€50,000 legal defence costs and legal costs in pursuit of compensation.</li> </ul>	or possessed by the Insured Person (liability benefits may apply where vehicle is rented).
✓ US\$/€1,750,000 for legal liability for injuring another person, or damaging their property or possessions.	If legal proceedings are successful and costs are awarded in favour of the Insured Person, any legal costs and expenses are to be reimbursed from costs awarded.

A	Аі !	re there any restrictions on cover? Each trip must not exeed 120 consecutive days with a maximum 240 days during each 12 month period. The permitted Trip Length will be extended to 365 consecutive days for Your Children under the age of 25 who are on a Gap Year.
	i.	You will not be paid for claims directly or indirectly as a result of:
		Pre-existing Medical Conditions other than those on the Accepted Conditions list available by visiting <u>americanexpress.com/icc/accepted-conditions-list</u>
		! Not following the advice of the Insurers or the Insurers' Senior Medical Officer.
		Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting <u>americanexpress.com/icc/insuranceportal.</u>
		Trips in, or booked to, locations where a government agency has advised against travelling or which are officially under embargo by the United Nations other than as specifically covered in section: CANCELLING, POSTPONING AND ABANDONING YOUR TRIP.
		! Your failure to take, properly or at all, any vaccinations or medication advised for Your trip.
		! Work-related accidents.
		Costs which are recoverable from any other source
	W ✓	<b>'here am I covered?</b> You are covered for trips made worldwide (except as noted in 'Restrictions on Cover' section above).
-	w ·	<b>'hat are my obligations?</b> All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim. You will need to transfer to the Insurer the legal rights to recover from the party responsible up to the amount the Insurer has paid.
	•	If you need to submit a non-emergency insurance claim, please visit <u>americanexpress.com/icc/insuranceportal</u> . Alternatively, please call the number on the back of your American Express Card.
	•	Please provide all the items, information and documentation reasonably requested by the Insurer in order to make a claim. These must be provided at your own expense.
¢		<b>'hen and how do I pay?</b> nere is no additional charge, fee or premium payable for the insurance benefits provided with your Card.
$\mathbb{X}$	Yc	<b>Then does the cover start and end?</b> The are entitled to the insurance benefits under the policy from the moment the Card is activated and for as long as the provide the insurance benefits under the policy from the insurance benefits by notice to you.

#### How do I cancel the contract?

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

1. KEY INFORMATION:
 2. TERMS OF BUSINESS
 3. POLICY TERMS AND CONDITIONS

## **1. KEY INFORMATION**

#### HOW TO CLAIM

If **You** need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at <u>www.americanexpress.com/icc/insuranceportal</u>.

Alternatively, please call Platinum Card Services on **+44 (0) 1273 576 454** and choose the option for insurance, or in a medical emergency call **+44 (0) 20 3126 4109**. 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 AND 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 Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: +44 (0) 1273 576 454 (select the option for insurance).

Email: insuranceexec@aexp.com

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

Financial Ombudsman Service Exchange Tower Harbour Exchange Square 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 SE or Inter Partner Assistance are unable to meet their obligations, you may be entitled to compensation under the UK Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the UK FSCS. Its contact details are:

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

Telephone: **0800 678 1100** or **+44 (0) 207 741 4100** Website: <u>www.fscs.org.uk</u>

## 2. TERMS OF BUSINESS

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

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

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

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

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

American Express only offer Medical Assistance and Expenses, Cancelling, Postponing and Abandoning 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 offer Car Rental Benefits – Theft, Damage and Liability, Travel Inconvenience, Personal Accident, Legal Assistance and Compensation (defence) insurance underwritten by Chubb European Group SE.

#### 3 With which service will American Express provide you?

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

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

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

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

#### 5 Who regulates American Express?

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

You can check this on the Financial Services Register by visiting the following website: <u>www.fca.gov.uk/register</u> or by contacting the Financial Conduct Authority on: **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 Global Customer Research and Solutions Department 333 1 John Street BRIGHTON BN88 1NH United Kingdom

Telephone: please call +44 (0) 1273 576 454 (select the option for insurance).

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

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

#### 9 Remuneration and Commission

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

#### **DEMANDS AND NEEDS**

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

### **3. POLICY TERMS AND CONDITIONS**

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

With regard to sections of the policy provided by Chubb European Group SE (please refer to the definition of 'Our/Us/We/Insurer'), Chubb European Group SE shall not be deemed to provide cover and it shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 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 any detrimental 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 Platinum 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 25 on the first day of a **Trip**, who are financially dependent on **You** and who are not in fulltime 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, sisterin-law, brother, brother-in-law, grandparent, grandchild, step-mother, step-father, step-sister, stepbrother, 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) **Cardmembers** and their **Families**, (ii) **Supplementary Cardmembers** and their **Families** and (iii) grandchildren of the **Cardmember** or a **Supplementary Cardmember** who are under the age of 25 and travelling with anyone insured under the **Card Account**.

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

- In respect of Section 3.1 Medical Assistance and Expenses, Section 3.2 Cancelling, Postponing and Abandoning **Your Trip**, 3.3 Cutting Short **Your Trip**, 3.4 Personal Belongings, Money and Travel Documents, and 3.7 Legal Assistance and Compensation (pursuit), Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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.

#### AND

- In respect of Section, Section 3.5 Car Rental Benefits – Theft, Damage and Liability, Section 3.6 Travel Inconvenience, Section 3.7 Personal Accident, Section, and 3.8 Legal Assistance and Compensation (defence), 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).

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

"Policyholder" means American Express Services Europe Limited.

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

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

"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 and is also 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 120 consecutive days, and all Trips taken during each 12-month period should not exceed a total of 240 days. The permitted **Trip** length will be extended to 365 consecutive days for **Your Children** under the age of 25 who are on a Gap Year (further details below).

"You/Your" means the Insured person.

#### WORLDWIDE TRAVEL INSURANCE

#### WHO IS COVERED

All Platinum **Cardmembers** including **Supplementary Cardmembers** and their respective **Families** are covered. In addition, all travel insurance benefits under this Section 3 will apply to grandchildren who are under the age of 25 on the first day of the **Trip** when they are travelling with You or any one of the other people listed in this clause.

Age Limit for Medical Assistance and Expenses: All **Cardmembers** including **Supplementary Cardmembers** and their **Families** must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### CONDITIONS

This Section 3 details the **Card** Travel Insurance benefits. The following conditions apply to all claims under this Section:

- <u>Benefit Limits:</u> All limits under Section 3 are per **Insured** and apply while 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 Platinum 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 Platinum Cardmembers and all approved benefit payments will be made in Euros subject to these limits.
- 2) Excess: No excess will be applied to any of the travel insurance benefits under this Section 3.
- 3) <u>Trip Length:</u> You are covered for a maximum of 240 days in a 365 day period for multiple trips and for single **Trips** up to a maximum duration of 120 consecutive days.
- 4) <u>Pre-existing Medical Conditions:</u> **You** will not be eligible for benefits if **You** were previously aware of **Your** condition other than those on the Accepted Conditions list available by visiting <u>www.americanexpress.</u> <u>com/icc/insuranceportal</u> (see Section 3.9 General Exclusions to **Card** Travel Insurance).
- 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 those included on the Sports and Winter Sports Activities list which is available by visiting <u>www.americanexpress.com/icc/insuranceportal</u>.
- 7) <u>Insurance benefits under this **Policy** are secondary:</u> **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.

#### Gap Year Extension to Worldwide Travel Insurance Benefits

When any of **Your Children** are travelling between full-time education and employment, between secondary and higher education or when studying abroad (a "Gap Year"), the benefits under Section 3 shall be extended for the full duration of the Gap Year up to a maximum Trip of 365 consecutive days. This benefit applies to only one **Trip** of up to 365 days of continuous travel per **Child**.

#### **3.1 MEDICAL ASSISTANCE AND EXPENSES**

**IMPORTANT:** Only **Cardmembers, Supplementary Cardmembers** and members of their **Family** who are under the age of 80 throughout the **Trip** are eligible to receive the Medical Assistance and Expenses benefits under this Section 3.1.

#### 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 4109**. By contacting **Us**, **We** will, where possible, arrange everything necessary for **You** including seeing a doctor or another medical professional, admission to hospital and **Your** medical treatment. We will also pay for 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 US\$3,500,000 or €3,500,000 (as applicable).

#### YOUR BENEFITS

**You** will be covered for the following:

- 1) <u>Medical treatment:</u> Up to US\$3,500,000 or €3,500,000 (as applicable) for the 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.
- 2) <u>Transport to hospital</u>: Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- 3) Your travel home after treatment: We will arrange and pay for the necessary costs including a medical escort for Your journey home.
- 4) <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.
- 5) <u>Dental treatment:</u> Up to US\$1,750 or €1,750 (as applicable) for emergency dental costs.
- 6) <u>Friend or relative to extend their stay during **Your** treatment:</u> Up to US\$250 or €250 (as applicable) a night (maximum 10 nights) for one person towards their meals and accommodation costs until **Our Senior Medical Officer** advises that **You** no longer require further treatment on **Your Trip**.
- 7) <u>Friend or relative to visit **You** in hospital:</u> If **You** are travelling alone, the cost of an economy flight or standard rail ticket and up to US\$250 or €250 (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) <u>Hospital benefit:</u> US\$100 or €100 (as applicable) per night while **You** are in hospital for items to make **Your** stay more comfortable, up to a maximum total of US\$1,000 or €1,000 (as applicable).
- 9) Extend Your stay following medical treatment: Up to US\$250 or €250 (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.
- 10) <u>Convalescence benefit</u>: Up to US\$500 or €500 (as applicable) a night (maximum 10 nights) towards registered nursing care and meals and accommodation costs if **Our Senior Medical Officer** advises it is necessary following **Your** return home.
- 11) <u>Return home of **Your Children**</u>: Reasonable travel expenses and up to US\$250 or €250 (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.
- 12) <u>Recovery of **Your** vehicle</u>: The cost of an economy flight or standard rail ticket and up to US\$250 or €250 (as applicable) a night (maximum 3 nights) towards meals and accommodation costs for a replacement driver to collect and bring home **Your** vehicle if it is not possible for **You** or **Your** travelling companions to drive.
- 13) <u>Replacement colleague:</u> The cost of an economy flight or standard rail ticket for a colleague to replace **You** following **Your** return home after **Your** treatment or if **You** are unable to continue working on **Your Trip**.
- 14) <u>Reimbursement of any pre-paid excursion or specialised hired sports equipment:</u> Up to US\$1,000 or €1,000 (as applicable) if You have an accident, suffer an unforeseen illness or are undergoing medical treatment during Your Trip and a registered Medical Practitioner advises You not to continue Your excursion or sports activity.
- 15) <u>Search and rescue:</u> Up to US\$175,000 or €175,000 (as applicable) for **Your** search and rescue costs.
- 16) <u>Funeral and burial expenses:</u> If **You** die whilst on a **Trip**, **We** will pay for either transportation of the remains home or up to US\$5,000 or €5,000 (as applicable) for a local cremation or burial.

#### **EXCLUSIONS**

## General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 3.1.

You will not be covered in respect of the following:

- 1) Costs not approved by **Our Senior Medical Officer**.
- 2) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 3) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.
- 4) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by **Us**.
- 5) Costs after the date that **Our Senior Medical Officer** tells **You** that **You** should return home.
- 6) Costs where **You** have refused to follow the advice of **Our Senior Medical Officer**.
- 7) 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.
- 8) Treatment that was planned or could reasonably have been foreseen, before Your Trip.
- 9) Coffins or urns in excess of those which meet international commercial airline standards.

#### 3.2 CANCELLING POSTPONING AND ABANDONING YOUR TRIP

#### YOUR BENEFITS

**You** will be covered for the following:

Up to US\$10,000 or €10,000 (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 that **You** are charged to change them if **You** cancel or postpone **Your Trip** due to the following unforeseen circumstances:

- a) 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 Your Trip;
- c) **Your** redundancy which qualifies for redundancy payments under current legislation;
- d) 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\$50,000 or €50,000 (as applicable);
- f) Theft at Your home or Your business premises that requires Your presence by the police;
- g) **Trip** Abandonment: a delay of more than 12 hours on the outward leg of **Your Trip** as a result of industrial action, adverse weather, mechanical breakdown of public transport or a transportation accident which

means **You** no longer want to go on **Your Trip**. The period of delay is reduced to 6 hours for **Trips** of less than 5 days;

h) The UK Government (FCDO – Foreign, Commonwealth & Development Office) have issued, or upgraded a travel warning to "advise against all but essential travel" to the area You were intending to travel, and this was unforeseen at the time of booking.

#### **EXCLUSIONS**

# General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Cancelling, Postponing and Abandoning Your Trip Section 3.2.

You will not be covered in respect of the following:

- 1) Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 2) Cancellation claims arising directly or indirectly from circumstances known to **You** when **You** applied for **Your Card** and any **Cards** on **Your Account**.
- 3) 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**.
- 4) 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, or the Close Relative of any Insured or of a travelling companion.
- 5) Costs which are recoverable from any other source.

#### **3.3 CUTTING SHORT YOUR TRIP**

#### YOUR BENEFITS

You will be covered for the following:

- If **You** cut short **Your Trip** due to the following unforeseen circumstances:
  - a. 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\$50,000 or €50,000 (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\$10,000 or  $\pounds$ 10,000 (as applicable) in total for the:
  - a. reasonable, necessary travel costs for **You** to return home, and to resume **Your** original, booked **Trip** within the original planned dates of travel; and
  - b. the costs for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable.
- 2) If You cut short Your Trip as a result of damage or theft at Your home or Your business premises, You will be paid up to US\$500 or €500 (as applicable) for parts, labour and call-out charges to render Your home or business premises safe and secure and avoid any further damage prior to Your return home (provided that costs are not covered by Your home or business insurance or any other relevant insurance cover).

#### **EXCLUSIONS**

## General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Cutting Short Your Trip Section 3.3.

You will not be covered in respect of the following:

- 1) Claims arising directly or indirectly from circumstances known to You prior to booking Your Trip.
- 2) Claims arising directly or indirectly from circumstances known to **You** when **You** apply for **Your Card** and any **Cards** on **Your Account**.
- 3) 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**.
- 4) Claims for refunds for unused travel to a destination where **We** have already paid for **Your** alternative travel arrangements to the same destination.
- 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 cut short **Your Trip**. The appropriate medical practitioner cannot be any Insured, any travelling companion, **Your Close Relative**, or the **Close Relative** of any **Insured** or of a travelling companion.
- 6) 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.

7) Costs which are recoverable from any other source.

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

#### YOUR BENEFITS

This benefit applies to:

- Your personal belongings which You take, purchase or hire while 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:

- 1) If Your personal belongings, money and travel documents are lost, stolen or damaged, **You** will be paid up to:
  - a. US\$3,500 or €3,500 (as applicable) in total per Trip;
  - b. US\$850 or €850 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complementary or used together;
  - c. US\$850 or €850 (as applicable) for money and travel documents limited to US\$100 or €100 (as applicable) for money and travel documents carried by **Children** under the age of 16.
- 2) 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\$3,500 or €3,500 (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 cover 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 the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 3.4.

You will not be covered in respect of the following:

- 1) Any loss or damage caused by normal wear and tear.
- 2) 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.
- 3) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 4) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 5) Theft of, or damage to, vehicles and their parts
- 6) Any documents other than travel documents.
- 7) Damage to fragile or brittle items.
- 8) Household goods.
- 9) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 10) In respect of money, any shortages due to errors and currency fluctuations
- 11) Claims which are not supported by the original receipt, proof or ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

#### 3.5 CAR RENTAL BENEFITS - THEFT, DAMAGE AND LIABILITY WHILST ON A TRIP

#### YOUR BENEFITS

## To contact the Insurer for advice regarding this cover, please dial +800 500 50 187 (international free-phone number) or +49 89 500 70 187.

The benefits under this Section 3.5 provide cover in place of the additional or optional insurances offered by the car rental companies that **You** use such as:

- Collision Damage Waiver (often referred to as CDW)
- Loss Damage Waiver (LDW)
- Removal/reduction of excess (Super CDW/LDW)
- Theft Protection (TP)
- Top Up/Supplemental Liability (SLI)
- Personal Accident (PA) (see Personal Accident benefit, Section 3.7)

Where mandatory rental insurance must be purchased from or via the rental company in respect of any vehicle hire, the rental company's insurance cover shall apply. The car rental benefits provided with **Your Card** shall apply where rental insurance is not offered by the rental company or **You** decline the optional rental insurance offered.

These benefits apply to drivers named on the rental agreement on which **You** are named, subject to a maximum of 5 drivers. **You** may have no more than one rental agreement at any time.

**You** will be covered for the following:

- 1) The excess and any items for which **You** are responsible under **Your** rental agreement which are stolen or damaged (including but not limited to the rental vehicle). This will apply whether or not **You** are responsible for the accident. You will be paid no more than the value of the rental vehicle up to US\$75,000 or €75,000 (as applicable) in respect of any one accident or occurrence.
- 2) Up to US\$750,000 or €750,000 (as applicable) (or US \$1,000,000 in the USA) for any related compensation arising directly or indirectly from one cause if You are found legally liable for injuring another person or damaging their property and up to US\$50,000 or €50,000 (as applicable) for a legally competent representative if **You** are pursued in legal proceedings for injuring another person or damaging their property.

#### **EXCLUSIONS**

# General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Car Rental Benefits – Theft, Damage and Liability Section 3.5.

You will not be covered in respect of the following:

- 1) Amounts that are already covered under any insurance which is included in the rental agreement or covered by insurance purchased from or via the rental company.
- 2) Claims made against **You**, by **Your** family, or any **Cardmembers** or **Supplementary Cardmembers** on **Your Card Account** and their families, or any passenger, or anyone who works for **You**.
- 3) Claims made by You, against Your family, or any Cardmembers or Supplementary Cardmembers on Your Card Account and their families, or any passenger, or anyone who works for You.
- 4) Use of the rental vehicle outside the terms of the rental agreement.
- 5) Mopeds and motorbikes and quad bikes, commercial vehicles, vans/trucks, motor homes and vehicles not licensed for road use including but not limited to trailers or caravans.
- 6) Vehicle used on any form of race track, de-restricted toll road (including the Nurburgring) or offroad activity.
- 7) Vehicles used in or in-training for, racing competitions, trials, rallies or speed testing. Vehicles used offroad, in or in-training for, racing competitions, trials, rallies or speed testing.
- 8) Any fines and punitive damages.
- 9) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.
- 10) When **You** are towing a trailer, caravan, boat or another vehicle.

#### **3.6 TRAVEL INCONVENIENCE**

#### YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items covered under this Travel Inconvenience Section 3.6 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.

- 1) You will be reimbursed up to US\$250 or €250 (as applicable) per person for the necessary additional travel refreshment and accommodation costs incurred prior to actual departure on Your Trip if:
  - a. <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:
  - a. <u>Baggage delay</u>. US\$500 or €500 (as applicable) per person if **Your** checked-in baggage has not arrived at Your destination airport within 4 hours of **Your** arrival;
  - b. Extended baggage delay. An additional US\$500 or €500 (as applicable) per person if **Your** checkedin baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

#### EXCLUSIONS

## General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Travel Inconvenience Section 3.6.

You will not be covered in respect of the following:

- 1) 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.
- 2) Additional costs where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your 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.

#### **3.7 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:

- 1) US\$85,000 or €85,000 (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 US\$85,000 or €85,000 (as applicable) per **Trip**.
- 3) The maximum benefit amount for the death of a **Child**/grandchild under the age of 16 is reduced to US\$15,000 or €15,000 (as applicable).

#### **EXCLUSIONS**

## General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Personal Accident Whilst on a Trip Section 3.7.

You will not be covered in respect of the following:

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

#### 3.8 LEGAL ASSISTANCE AND COMPENSATION

#### YOUR BENEFITS

The following benefits provide cover for **Your** legal the 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:

- 1) <u>Legal Assistance and Compensation (defence)</u>: **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\$50,000 or €50,000 (as applicable) for legal defence costs (including Interpreter's fees);
  - b. US\$1,750,000 or €1,750,000 (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.
- 2) <u>Legal Assistance and Compensation (pursuit)</u>: 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\$50,000 or €50,000 (as applicable) (including Interpreter's fees);
  - b. 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 that 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'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 limits set out above).

#### EXCLUSIONS

## General Exclusions to the Card Travel Insurance listed in Section 3.9 apply to all travel insurance benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 3.8.

You will not be covered in respect of the following:

- 1) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.
- 2) Legal costs in pursuit of compensation where **We** think that there is not a reasonable chance of **You** winning the case or achieving a reasonable settlement.
- 3) 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 that You incur solely as a result of a contract You into which you have entered.
- 8) Liability which is covered by other insurance.
- 9) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms, or animals. (If **You** rent a car, **You** may be entitled to receive liability benefits. Please refer to Car Rental Benefits in Section 3.5.)
- 10) 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.
- 13) Costs relating to inquests, application for review of a judgment or legally binding decisions.

#### **3.9 GENERAL EXCLUSIONS TO THE CARD TRAVEL INSURANCE**

The following exclusions apply to all of this Section 3 – **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 or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting <a href="http://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>. Participating in or training for any professional sports.
- 3) Work-related accidents or accidents covered under any employer's liability insurance or workers' compensation programme.
- 4) Not taking reasonable care of yourself and Your personal belongings.
- 5) **Your** self-inflicted injuries except when trying to save human life.
- 6) **Your** injuries caused by Your negligence or failure to follow the laws and regulations of the country in which **You** are travelling.
- 7) Fear of flying or travelling on other modes of transport.
- 8) Your suicide or attempted suicide.
- 9) **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.
- 10) Pre-existing medical conditions, other than those on the Accepted Conditions list available by visiting
  - <u>www.americanexpress.com/icc/insuranceportal</u>, known to **You**, prior to booking **Your Trip**, for which **You**: a. have attended a hospital as an in-patient during the last 12 months;
    - b. are awaiting test results or on a waiting list for an operation, consultation or investigation;
    - c. have commenced or changed medication or treatment within the last three months;
    - d. 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.
- 11) Travelling against the advice of a registered medical practitioner.
- 12) Industrial action which has commenced or has been announced prior to booking Your Trip.
- 13) **Trips** in, or booked to, locations where a government agency has advised against travel (except in relation to pandemics or known events see exclusion 15) or which are officially under embargo by the United Nations other than as specifically covered in Section 3.2 sub-clause (h).
- 14) Any claim resulting from travel restrictions imposed by Governmental Offices relating to **Trips** booked after the World Health Organisation declaring a pandemic or known event.
- 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 <u>www.americanexpress.com/icc/insuranceportal</u>. Alternatively please call please call Platinum Card Services on **+44 (0) 1273 576 454** (selection option for insurance); and choose the claims option, or in a medical emergency call **+44 (0) 20 3126 4109**. Please be ready to provide **Your Card** number, which should be used as **Your** reference number.

#### 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) All Medical Assistance and Expenses costs must be approved in advance by Us.
- We will only pay amounts if they are not covered by other 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.
- 4) 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 the 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.
- 8) We may require You to be examined by a medical practitioner or specialist appointed by Us to enable Us to assess a claim fully.
- 9) Please provide all the following items, information and documentation and anything else reasonably requested by **Us** in order to make a claim. These must be provided at **Your** own expense.

Benefit	Information required
General	<ul> <li>Your Card number</li> <li>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 the medical treatment and costs You have paid.</li> <li>Any unused tickets</li> </ul>
Cancelling, Postponing and Abandoning <b>Your Trip</b>	<ul> <li>Approved medical certificates</li> <li>Any unused tickets or <b>Trip</b> invoices</li> <li>Evidence from the appropriate organisation detailing the cause and duration of the delay if <b>You</b> abandon <b>Your Trip</b></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 <b>Your Trip</b>	<ul> <li>Approved medical certificates</li> <li>Any unused tickets or <b>Trip</b> invoices</li> <li>Invoices and receipts for costs <b>You</b> have paid</li> <li>Independent documentation proving any non-medical reason for cutting short <b>Your Trip</b></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 purchase price paid</li> <li>Damaged personal belongings</li> </ul>
Car Rental Benefits – Theft, Damage and Liability	<ul> <li>Rental agreement</li> <li>Accident report</li> <li>Approved medical certificates</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 baggage return date and time</li> <li>Itemised receipts and proof of purchases made using <b>Your Card</b>. If <b>You</b> are not a <b>Cardmember</b> and not travelling with a <b>Cardmember</b>, 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 <b>You</b> miss <b>Your</b> 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>

#### POLICY CONDITIONS

#### **DURATION OF COVER**

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

#### VARIATION OF COVER

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

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

If this happens **American Express** will write to **You** with details of the detrimental changes at least 30 days before **We** make them. **You** may cancel **Your** rights under this **Policy** by cancelling **Your Card** if **You** do not agree to any proposed changes.

#### **CANCELLATION OF COVER**

If **American Express** decide to cancel the **Policy** under which the insurance benefits are provided to **You**, **We**, or **American Express** with **Our** authority, will write to **You** at the latest address held on file for **You**. The **Policy** will then be cancelled no fewer than 30 days after the date of the letter.

#### LAW & LANGUAGE

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

#### TAXES AND COSTS

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

#### ASSIGNMENT

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

#### COMPLIANCE WITH POLICY REQUIREMENTS

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

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

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

#### **REASONABLE PRECAUTIONS**

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

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

We and American Express are dedicated to providing a high-quality service and want to maintain this at all times. If for some reason You are unhappy please let American Express know by calling Platinum Card Services on +44 (0) 1273 576 454 and choose the option for insurance or, if You would prefer to put Your concerns in writing, please write to:

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

Email: insuranceexec@aexp.com

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

Financial Ombudsman Service Exchange Tower 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: <u>enquiries@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u>

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

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

**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).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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.

#### **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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

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

#### DATA PROTECTION

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

Data **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 recordkeeping, training and quality control;
- d) technical studies to analyse claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims and calls to better monitor Providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- e) obtaining and storing any relevant and appropriate supporting evidence for **Your** claim, for the purpose of providing services under this policy and validating **Your** claim; and
- f) sending You feedback requests or surveys relating to **Our** services, and other customer care communications.

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

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

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

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

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

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

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

Data Protection Officer Chubb 100 Leadenhall Street London EC3A 3BP

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

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

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** 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.

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 <u>www.fca.org.uk/register</u>.

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).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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.

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

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

Otherwise please refer to **SECTION A** for your travel protection benefit details.

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

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

### **1. KEY INFORMATION**

#### (i) General Information

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

In order to provide the Cardmembers with the travel protection benefits, American Express Services Europe Limited of Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom has entered into insurance contracts with the insurance companies Chubb European Group SE 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 detrimental changes.

#### **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 for the Cardmember and Supplementary Cardmembers, their respective partners and dependent children under the age of 25, whether travelling together or travelling alone on business and leisure trips of up to 120 consecutive days. The travel protection benefits also apply to the grandchildren of the Cardmember and Supplementary Cardmembers under the age of 25 when travelling with them or any one of the other people listed in this clause.

#### GAP YEAR

Worldwide Travel Protection Benefits will also cover trips of up to 365 consecutive days for Cardmembers' and Supplementary Cardmembers' dependent children under the age of 25 travelling on a 'gap year'.

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

Worldwide Travel Protection Benefits will also cover usual holiday sports and those included on the Sports and Winter Sports Activities list which is available by visiting <u>www.americanexpress.com/icc/insuranceportal</u>.

#### **NO EXCESS**

There is no excess payable in respect of Worldwide Travel Protection benefits.

#### **BENEFIT LIMITS**

All benefit limits in this document are shown in US Dollars and Euros. US Dollar limits apply only to American Express International Dollar Platinum 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 Platinum 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:

Subject to Conditions, benefits are provided per protected person, per claim	Key Exclusions & Limitations	Section Number
<ul> <li>MEDICAL ASSISTANCE AND EXPENSES provides protection for necessary medical, surgical and hospital costs, including repatriation home. Costs are paid up to a maximum of US\$/€3,500,000.</li> <li>Medical expenses up to US\$/€3,500,000</li> <li>Emergency dental treatment up to US\$/€1,750</li> <li>Necessary costs to repatriate remains or for local funeral up to US\$/€5,000</li> </ul>	<ul> <li><b>KEY EXCLUSIONS &amp; LIMITATIONS</b></li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting <u>www.americanexpress.com/icc/insuranceportal</u></li> <li>Medical assistance and expenses benefits if aged 80 years or over at any time during the trip</li> <li>Medical treatment in the country of residence</li> <li>Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting <u>www.americanexpress.com/icc/insuranceportal</u></li> <li>All costs must be approved in advance by the Insurer</li> </ul>	3.1
<ul> <li>CANCELLING, POSTPONING AND ABANDONING YOUR TRIP</li> <li>Unused travel, accommodation, excursions and leisure activities up to US\$/€10,000 if you need to cancel, postpone or abandon your trip due to a specified unforeseen event such as:</li> <li>Illness, accident or death affecting you, a relative, a member of your party or their relative</li> <li>Your departure on the outward leg of your trip being delayed by more than 12 hours (6 hours for trips of fewer than 5 days)</li> </ul>	<ul> <li>KEY EXCLUSIONS &amp; LIMITATIONS</li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting <u>www.americanexpress.com/icc/</u> <u>insuranceportal</u></li> <li>Cancellation due to business reasons</li> <li>Abandonment after the first leg of a trip</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>	3.2
<ul> <li>CUTTING SHORT A TRIP</li> <li>Costs to return home (and to resume the original trip) and unused travel and accommodation costs up to US\$/€10,000 due to a specified unforeseen event such as:</li> <li>Illness, accident or death affecting you, a relative, a member of your party or their relative</li> </ul>	<ul> <li><b>KEY EXCLUSIONS &amp; LIMITATIONS</b></li> <li>Pre-existing medical conditions other than those on the Accepted Conditions list available by visiting www.americanexpress.com/icc/insuranceportal</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</li> </ul>	3.3

PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS	• Deductions are made for wear and tear	3.4
Where items are lost, stolen or damaged whilst on a trip: • Up to US\$/€3,500	<ul> <li>Money or travel documents which are not kept on the protected person's person or in a safe</li> </ul>	
	<ul> <li>Loss, theft or damage that has not been reported to the local police, transport or accommodation provider</li> </ul>	
	<ul> <li>US\$/€850 limit for money and travel documents</li> <li>US\$/€850 limit for a single item, pair or</li> </ul>	
	<ul> <li>set of items</li> <li>Limit of US\$/€100 for money lost stolen or damaged whilst under the control of a child under the age of 16</li> </ul>	
CAR RENTAL BENEFITS – THEFT,	<b>KEY EXCLUSIONS &amp; LIMITATIONS</b>	3.5
<ul><li>DAMAGE AND LIABILITY</li><li>Up to US\$/€75,000 for theft or damage</li></ul>	<ul> <li>Commercial vehicles, motor homes, caravans and trailers</li> </ul>	
to the vehicle (including any applicable excess)	<ul> <li>Benefit applies only when the rental agency refuses their insurance</li> </ul>	
<ul> <li>Up to US\$/€750,000 (US\$1 million in USA) for damage to another person or their property</li> </ul>	<ul> <li>A protected person must be named on the rental agreement</li> </ul>	
TRAVEL INCONVENIENCE	<b>KEY EXCLUSIONS &amp; LIMITATIONS</b>	3.6
Necessary expenses up to: • US\$/€250 for missed departure due	Costs where a transport provider has     offered an alternative	
to accident or breakdown, travel delay,	• Baggage delay on the final leg of a trip	
overbooking or missed connection which causes a delay of 4 hours or more	Purchases made after baggage has been returned	
US\$/€500 for baggage delayed by airline for 4 hours or more	Costs which are recoverable from any other source	
<ul> <li>An additional US\$/€500 for extended baggage delay by an airline if the baggage does not arrive within 48 hours of arrival</li> </ul>		
PERSONAL ACCIDENT WHILST ON A TRIP	<b>KEY EXCLUSIONS &amp; LIMITATIONS</b>	3.7
US\$/€85,000 for death or permanent disablement on a trip caused by an	<ul> <li>Terrorist activities except on a public vehicle</li> </ul>	
accident	<ul> <li>Participating in or training for professional sports</li> </ul>	
	Work-related accidents	
	<ul> <li>The benefit amount for the death of a child/grandchild under the age of 16 is reduced to US\$/€15,000</li> </ul>	
LEGAL ASSISTANCE AND COMPENSATION	<b>KEY EXCLUSIONS &amp; LIMITATIONS</b>	3.8
<ul> <li>Up to US\$/€50,000 legal defence costs and legal costs in pursuit of compensation</li> </ul>	<ul> <li>Legal costs for pursuing claims with no reasonable prospects of success</li> </ul>	
• Up to US\$/€1,750,000 for legal liability for injuring another person, or damaging their property or possessions	<ul> <li>Claims between your family members, employees, Cardmembers or Supplementary Cardmembers</li> </ul>	
	<ul><li>Liability covered by insurance</li><li>Legal costs incurred from use of the</li></ul>	
	<ul> <li>protected person's vehicle</li> <li>Legal costs and expenses to be reimbursed from any successful recovery</li> </ul>	

General Exclusions	Key Exclusions	Section
THESE EXCLUSIONS APPLY TO ALL INSURANCE BENEFITS	You will not be paid for claims arising directly or indirectly as a result of:	3.9
	<ul> <li>Not following the advice or instructions of the Insurers or the Insurers' Senior Medical Officer</li> </ul>	
	• Participating in sports and activities which would not be considered usual holiday sports or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting www.americanexpress.com/icc/ insuranceportal	
	Work-related accidents	
	Pre-existing medical conditions, other than those on the Accepted Conditions list available by visiting <u>www.americanexpress.</u> <u>com/icc/insuranceportal</u> , known to you prior to booking your trip Costs which are recoverable from any other source	

#### 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 <u>www.americanexpress.com/icc/insuranceportal</u>. Alternatively, please call Platinum Card Services on **+44 (0) 1273 576 454** or in a medical emergency call **+44 (0) 20 3126 4109**. 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 Travel Protection Benefit Details.

#### CUSTOMER SERVICE AND COMPLAINTS

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

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

#### Telephone: +44 (0) 1273 576 454 Email: <u>insuranceexec@aexp.com</u>

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

Financial Ombudsman Service Exchange Tower LONDON E14 9SR United Kingdom

Website: <u>www.financial-ombudsman.org.uk</u> 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 SE or Inter Partner Assistance are unable to meet their obligations, you may be entitled to compensation under the UK Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are:

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

Telephone **0800 678 1100** or **+44 (0) 20 7741 4100**. Website: <u>www.fscs.org.uk</u>

### **2 TERMS OF BUSINESS**

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

These travel protection benefits derive from insurance contracts which American Express Services Europe Limited, registered in England and Wales with Company Number 1833139, registered office Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX ("**American Express**") has made with the insurance 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 offer Medical Assistance and Expenses, Cancelling, Postponing and Abandoning 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 offer Car Rental Benefits – Theft, Damage and Liability, 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 SE.

#### 2 With which service will American Express provide you?

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

#### 4 Ownership

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

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

If you wish to register a complaint, please contact:

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

#### Telephone: +44 (0) 870 600 03421

Email: insuranceexec@aexp.com

<sup>1</sup> Calls cost a maximum of 1p per minute, plus your phone company's access charge

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

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

#### 7 Remuneration and Compensation

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

### **3. TRAVEL PROTECTION BENEFIT DETAILS**

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

With regard to sections of the policy provided by Chubb European Group SE (please refer to the definition of 'Our/Us/We/Insurer'), Chubb European Group SE shall not be deemed to provide cover and it shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb European Group SE to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations, or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 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 detrimental changes.

#### 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 Platinum 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 25 on the first day of a **Trip**, who are financially dependent on **You** and who are not in fulltime employment. (The term "**Child**" shall have a corresponding meaning.)

**"Close Relative"** means a person's partner or spouse living at the same 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, stepfather, 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.

#### "Insurer" means:

- In respect of Section 3.1 Medical Assistance and Expenses, Section 3.2 Cancelling, Postponing and Abandoning **Your Trip**, 3.3 Cutting Short **Your Trip**, 3.4 Personal Belongings, Money and Travel Documents and 3.8 Legal Assistance and Compensation (pursuit), Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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.

- In respect of Section, Section 3.5 Car Rental Benefits – Theft, Damage and Liability, Section 3.6 Travel Inconvenience, Section 3.7 Personal Accident, Section, and 3.8 Legal Assistance and Compensation (defence), 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).

#### "Our/Us/We" means American Express.

"Protected Person" means (i) Cardmembers and their Families, (ii) Supplementary Cardmembers and their Families and (iii) grandchildren of the Cardmember or a Supplementary Cardmember who are under the age of 25 and travelling with any Protected Person under the Card Account.

**"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 Benefits.

**"Supplementary Cardmember"** means a person who has been nominated by the **Cardmember** to be issued with an additional **Card** on the **Account** and is also covered by the 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 120 consecutive days with a maximum 240 days during each 12-month period. The permitted **Trip** length will be extended to 365 consecutive days for **Your Children** under the age of 25 who are on a Gap Year (further details below).

#### "You/Your" means the Protected Person.

#### WORLDWIDE TRAVEL PROTECTION BENEFITS

#### WHO WILL RECEIVE THE BENEFITS?

All Platinum **Cardmembers** including **Supplementary Cardmembers** and their respective **Families** are entitled to the travel protection benefits. In addition, all travel protection benefits under this Section 3 will apply to grandchildren who are under the age of 25 on the first day of the Trip when they are travelling with **You** or any one of the other people listed in this clause.

<u>Age Limit for Medical Assistance and Expenses:</u> All **Cardmembers** including **Supplementary Cardmembers** and their Families must be under 80 throughout the **Trip** to receive Medical Assistance and Expenses benefits.

#### CONDITIONS

This Section 3 details the **Card** Travel Protection Benefits. The following conditions apply to all claims under this Section:

- Benefit Limits: All limits under Section 3 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 Platinum 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 Platinum Cardmembers and all approved benefit payments will be made in Euros subject to these limits.
- 2) Excess: No excess will be applied to any of the travel protection benefits under this Section 3.
- 3) <u>Trip Length:</u> You are protected for a maximum of 240 days in a 365 day period for multiple trips and for single Trips up to a maximum duration of 120 consecutive days.
- 4) <u>Pre-existing Medical Conditions:</u> **You** will not be eligible for benefits if **You** were previously aware of **Your** condition other than those on the Accepted Conditions list available by visiting <u>www.americanexpress.</u> <u>com/icc/insuranceportal</u> (see Section 3.8 General Exclusions to Card Travel Protection Benefits).
- 5) You must be registered with a UK general practitioner or equivalent medical practitioner in the Your Country of Residence.
- 6) <u>Usual Holiday Sports and Activities Information:</u> All benefits apply when participating in usual holiday sports and those included on the Sports and Winter Sports Activities list which is available by visiting <u>www.americanexpress.com/icc/insuranceportal</u>.
- 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.

#### Gap Year Extension to Worldwide Travel Protection Benefits

When any of **Your Children** are travelling between full-time education and employment, between secondary and higher education, or when studying abroad (a "Gap Year"), the benefits under Section 3 shall be extended for the full duration of the Gap Year up to a maximum **Trip** of 365 consecutive days. This benefit applies to only one **Trip** of up to 365 days continuous travel per **Child**.

#### **3.1 MEDICAL ASSISTANCE AND EXPENSES**

**IMPORTANT:** Only **Cardmembers**, **Supplementary Cardmembers** and members of their **Family** who are under the age of 80 throughout the **Trip**, are eligible to receive the Medical Assistance and Expenses benefits under this Section 3.1.

#### 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 4109**. 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 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 US\$3,500,000 or €3,500,000 (as applicable).

#### YOUR BENEFITS

- 1) <u>Medical treatment:</u> Up to US\$3,500,000 or €3,500,000 (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.
- 2) <u>Transport to hospital:</u> Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- 3) Your travel home after treatment: We will arrange and pay for the necessary costs including a medical escort for Your journey home.

- 4) <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.
- 5) <u>Dental treatment:</u> Up to US\$1,750 or €1,750 (as applicable) for emergency dental costs.
- 6) Friend or relative to extend their stay during Your treatment: Up to US\$250 or €250 (as applicable) a night (maximum 10 nights) for one person 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\$250 or €250 (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) <u>Hospital benefit:</u> US\$100 or €100 (as applicable) per night while **You** are in hospital for items to make **Your** stay more comfortable, up to a maximum total of US\$1,000 or €1,000 (as applicable).
- 9) Extend Your stay following medical treatment: Up to US\$250 or €250 (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.
- 10) <u>Convalescence benefit</u>: Up to US\$500 or €500 (as applicable) a night (maximum 10 nights) towards registered nursing care and meals and accommodation costs if **Our Senior Medical Officer** advises it is necessary following **Your** return home.
- 11) <u>Return home of **Your Children**</u>: Reasonable travel expenses and up to US\$250 or €250 (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.
- 12) <u>Recovery of Your vehicle</u>: The cost of an economy flight or standard rail ticket and up to US\$250 or €250 (as applicable) a night (maximum 3 nights) towards meals and accommodation costs for a replacement driver to collect and bring home Your vehicle if it is not possible for You or Your travelling companions to drive.
- 13) <u>Replacement colleague:</u> The cost of an economy flight or standard rail ticket for a colleague to replace **You** following **Your** return home after **Your** treatment or if **You** are unable to continue working on **Your Trip**.
- 14) <u>Reimbursement of any pre-paid excursion or specialised hired sports equipment:</u> Up to US\$1,000 or €1,000 (as applicable) if You have an accident, suffer an unforeseen illness or are undergoing medical treatment during Your Trip and a registered Medical Practitioner advises You not to continue Your excursion or sports activity.
- 15) <u>Search and rescue:</u> Up to US\$175,000 or €175,000 (as applicable) for **Your** search and rescue costs.
- 16) <u>Funeral and burial expenses:</u> If **You** die whilst on a **Trip**, **We** will pay for either transportation of the remains home or up to US\$5,000 or €5,000 (as applicable) for a local cremation or burial.

#### **EXCLUSIONS**

# General Exclusions to the Card Travel Protection Benefits listed in Section 1.9 apply to all travel protection benefits. The following exclusions apply only to this Medical Assistance and Expenses Section 3.1.

You will not be paid in respect of the following:

- 1) Costs not approved by **Our Senior Medical Officer**.
- 2) Treatment that **Our Senior Medical Officer** considers can be reasonably delayed until **Your** return to **Your Country of Residence**.
- 3) Medical, dental treatment, funeral and burial expenses within **Your Country of Residence**.
- 4) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent, unless otherwise agreed by the **Insurer**.
- 5) Costs after the date the Senior Medical Officer tells You that You should return home.
- 6) Costs where You have refused to follow the advice of Our Senior Medical Officer.
- 7) 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.
- 8) Treatment that was planned or could reasonably have been foreseen, before **Your Trip**.
- 9) Coffins or urns in excess of those which meet international commercial airline standards.

#### 3.2 CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

#### YOUR BENEFITS

You will be paid for the following:

- Up to US\$10,000 or €10,000 (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, postpone, change or abandon **Your Trip**, due to the following unforeseen circumstances:
- a) 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 Your Trip;
- c) Your redundancy which qualifies for redundancy payments under current legislation;
- d) 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\$50,000 or €50,000 (as applicable);
- f) Theft at Your home or Your business premises that requires Your presence by the police;
- g) Trip Abandonment: a delay of more than 12 hours on the outward leg of Your Trip as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means You no longer want to go on Your Trip. The period of delay is reduced to 6 hours for Trips of less than 5 days;
- h) The UK Government (FCDO Foreign, Commonwealth & Development Office) have issued, or upgraded a travel warning to "advise against all but essential travel" to the area **You** were intending to travel, and this was unforeseen at the time of booking.

#### **EXCLUSIONS**

# General Exclusions to the Card Travel Protection Benefits listed in Section 3.9 apply to all travel protection benefits. The following exclusions apply only to this Cancelling, Postponing and Abandoning Your Trip Section 3.2.

You will not be paid in respect of the following:

- 1) Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 2) Cancellation claims arising directly or indirectly from circumstances known to **You** when **You** applied for **Your Card** and any **Cards** on **Your Account**.
- 3) 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**.
- 4) 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.
- 5) Costs which are recoverable from any other source.

#### **3.3 CUTTING SHORT YOUR TRIP**

#### YOUR BENEFITS

You will be paid for the following:

- 1) If **You** cut short **Your Trip** due to the following unforeseen circumstances:
  - a. 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\$50,000 or €50,000 (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\$10,000 or €10,000 (as applicable) in total for the:
- a. reasonable, necessary travel costs for **You** to return home, and to resume **Your** original, booked **Trip** within the original planned dates of travel; and
- b. the costs for **Your** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable.
- 2) If You cut short Your Trip as a result of damage or theft at Your home or Your business premises, You will be paid up to US\$500 or €500 (as applicable) for parts, labour and call-out charges to render Your home or business premises safe and secure and avoid any further damage prior to Your return home (provided costs are not covered by Your home or business insurance, or any other relevant insurance cover).

#### **EXCLUSIONS**

## General Exclusions to the Card Travel Protection Benefits listed in Section 3.9 apply to all travel protection benefits. The following exclusions apply only to this Cutting Short Your Trip Section 3.3.

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

- 1) Claims arising directly or indirectly from circumstances known to You prior to booking Your Trip.
- 2) Claims arising directly or indirectly from circumstances known to **You** when You applied for **Your Card** and any **Cards** on **Your Account**.

- 3) 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**.
- 4) Claims for refunds for unused travel to a destination where **We** have already paid for Your alternative travel arrangements to the same destination.
- 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 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.
- 6) 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.
- 7) Costs which are recoverable from any other source.

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

#### YOUR BENEFITS

This benefit applies to:

- Your personal belongings which You take, purchase or hire while 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 paid for the following:

- 1) If **Your** personal belongings, money and travel documents are lost, stolen or damaged, **You** will be paid up to:
  - a. US\$3,500 or €3,500 (as applicable) in total per Trip;
  - b. US\$850 or €850 (as applicable) for the current value or cost to repair any item, or any pair or set of items which are complementary or used together;
  - c. US\$850 or €850 (as applicable) for money and travel documents limited to US\$100 or €100 (as applicable) for money and travel documents carried by **Children** under the age of 16.
- 2) 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\$3,500 or €3,500 (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 cover 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 the Card Travel Protection listed in Section 3.9 apply to all travel protection benefits. The following exclusions apply only to this Personal Belongings, Money and Travel Documents Section 3.4.

You will not be paid in respect of the following:

- 1) Any loss or damage caused by normal wear and tear.
- 2) 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.
- 3) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 4) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 5) Theft of, or damage to, vehicles and their parts.
- 6) Any documents other than travel documents.
- 7) Damage to fragile or brittle items.
- 8) Household goods.
- 9) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 10) In respect of money, any shortages due to errors and currency fluctuations.
- 11) Claims which are not supported by the original receipt, proof or ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.

#### 3.5 CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY WHILST ON A TRIP

#### YOUR BENEFITS

## To contact the Insurer for advice regarding these benefits, please dial +800 500 50 187 (international free-phone number) or +49 89 500 70 187.

The benefits under this Section 3.5 provide cover in place of the additional or optional insurances offered by the car rental companies that You use such as:

- Collision Damage Waiver (often referred to as CDW)
- Loss Damage Waiver (LDW)
- Removal/reduction of excess (Super CDW/LDW)
- Theft Protection (TP)
- Top Up/Supplemental Liability (SLI)
- Personal Accident (PA) (see Personal Accident benefit, Section 3.7)

Where mandatory rental insurance must be purchased from or via the rental company in respect of any vehicle hire, the rental company's insurance cover shall apply. The car rental benefits provided with **Your Card** shall apply where rental insurance is not offered by the rental company or **You** decline the optional rental insurance offered.

These benefits apply to drivers named on the rental agreement on which You are named, subject to a maximum of 5 drivers. You may have no more than one rental agreement at any time.

You will be paid for the following:

- The excess and any items for which You are responsible under Your rental agreement which are stolen or damaged (including but not limited to the rental vehicle). This will apply whether or not You are responsible for the accident. You will be paid no more than the value of the rental vehicle up to US\$75,000 or €75,000 (as applicable) in respect of any one accident or occurrence.
- 2) Up to US\$750,000 or €750,000 (as applicable) (or US \$1,000,000 in the USA) for any related compensation arising directly or indirectly from one cause if You are found legally liable for injuring another person or damaging their property and up to US\$50,000 or €50,000 (as applicable) for a legally competent representative if You are pursued in legal proceedings for injuring another person or damaging their property.

#### **EXCLUSIONS**

# General Exclusions to the Card Travel Protection Benefits listed in Section3.9 apply to all travel protection benefits. The following exclusions apply only to this Car Rental Benefits – Theft, Damage and Liability Section 3.5.

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

- 1) Amounts that are already covered under any insurance which is included in the rental agreement or covered by insurance purchased from or via the rental company.
- 2) Claims made against You, by Your family, or any Cardmembers or Supplementary Cardmembers on Your Card Account and their families, or any passenger, or anyone who works for You.
- 3) Claims made by **You**, against **Your** family, or any **Cardmembers** or **Supplementary Cardmembers** on **Your Card Account** and their families, or any passenger, or anyone who works for **You**.
- 4) Use of the rental vehicle outside the terms of the rental agreement.
- 5) Mopeds and motorbikes and quad bikes, commercial vehicles, vans/trucks, motor homes and vehicles not licensed for road use, including but not limited to, trailers or caravans.
- 6) Vehicle used on any form of race track, de-restricted toll road (including the Nurburgring) or offroad activity.
- 7) Vehicles used in or in-training for, racing competitions, trials, rallies or speed testing. Vehicles used off-road, in or in-training for, racing competitions, trials, rallies or speed testing.
- 8) Any fines and punitive damages.
- 9) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.
- 10) When You are towing a trailer, caravan, boat or another vehicle.

#### **3.6 TRAVEL INCONVENIENCE**

#### YOUR BENEFITS

The travel, refreshment and accommodation costs, and the purchase or hire of essential items covered under this Travel Inconvenience Section 3.6 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.

- 1) You will be reimbursed up to US\$250 or €250 (as applicable) per person for necessary additional travel refreshment and accommodation costs incurred prior to actual departure on Your Trip if:
  - a. <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:
  - d. <u>Baggage delay.</u> US\$500 or €500 (as applicable) per person if **Your** checked-in baggage has not arrived at Your destination airport within 4 hours of **Your** arrival;
  - e. <u>Extended baggage delay</u>. An additional US\$500 or €500 (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 the Card Travel Protection Benefits listed in Section 3.9 apply to all travel protection benefits. The following exclusions apply only to this Travel Inconvenience Section 3.6.

You will not be paid in respect of the following:

- 1) 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.
- 2) Additional costs where the airline, train or ship operator has offered alternative travel arrangements or accommodation and these have been refused.
- 3) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 4) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your 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.

#### 3.7 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:

- 1) US\$85,000 or €85,000 (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 US\$85,000 or €85,000 (as applicable) per **Trip**.
- 3) The maximum benefit amount for the death of a Child/grandchild under the age of 16 is reduced to US\$15,000 or €15,000 (as applicable).

#### EXCLUSIONS

# General Exclusions to the Card Travel Protection Benefits listed in Section 3.9 apply to all travel protection benefits. The following exclusions apply only to this Personal Accident Whilst on a Trip Section 3.7.

You will not be paid in respect of the following:

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

#### 3.8 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 paid for the following:

- Legal Assistance and Compensation (defence): We will pay the 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\$50,000 or €50,000 (as applicable) for legal defence costs (including Interpreter's fees);
  - b. US\$1,750,000 or €1,7500,000 (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.
- 2) <u>Legal Assistance and Compensation (pursuit)</u>: 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\$50,000 or €50,000 (as applicable) (including Interpreter's fees);
  - b. 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 that **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'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 limits set out above).

#### EXCLUSIONS

## General Exclusions to the Card Travel Protection listed in Section 3.9 apply to all travel protection benefits. The following exclusions apply only to this Legal Assistance and Compensation Section 3.8.

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

- 1) Any costs where You admit liability, negotiate, make any promise or agree any settlement.
- 2) 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.
- 3) 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 that **You** incur solely as a result of a contract **You** in to which you have entered.
- 8) Liability which is covered by insurance.
- 9) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft or firearms or animals. (If **You** rent a car, **You** may be entitled to receive liability benefits. Please refer to Car Rental Benefits in Section 3.5.)
- 10) 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.
- 13) Costs relating to inquests, application for review of a judgment or legally binding decisions.

#### 3.9 GENERAL EXCLUSIONS TO CARD TRAVEL PROTECTION BENEFITS

The following exclusions apply to all of this Section 3 – Worldwide Travel Protection Benefits.

- You will not be paid for claims directly or indirectly as a result of:
- 1) 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 or participating in activities not included on the Sports and Winter Sports Activities list which is available by visiting <a href="http://www.americanexpress.com/icc/insuranceportal">www.americanexpress.com/icc/insuranceportal</a>.
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under any 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.
- 7) Your injuries caused by Your negligence or failure to follow the laws and regulations of the country in which 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, other than those on the Accepted Conditions list available by visiting <u>www.americanexpress.com/icc/insuranceportal</u>, known to **You**, prior to booking **Your Trip**, for which **You**:
  - a. have attended a hospital as an in-patient during the last 12 months;
  - b. are awaiting test results or on a waiting list for an operation, consultation or investigation;
  - c. have commenced or changed medication or treatment within the last three months;
  - d. 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, locations where a government agency has advised against travel (except in relation to pandemics or known events see exclusion 15) or which are officially under embargo by the United Nations other than as specifically covered in Section 3.2 sub-clause (h).
- 15) Any claim resulting from travel restrictions imposed by Governmental Offices relating to **Trips** booked after the World Health Organisation declaring a pandemic or known event.
- 16) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 17) Confiscation or destruction of **Your** personal belongings by any government, customs or public authority.
- 18) Terrorist activities except while on a **Public Vehicle**.
- 19) Declared or undeclared war or hostilities.
- 20) 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.
- 21) Costs which are recoverable from any other source.
- 22) Travelling or attempting to travel without appropriate and valid travel documentation, including but not limited to passports and visas.
- 23) 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 <u>www.americanexpress.com/icc/insuranceportal</u>.

Alternatively please call Platinum Card Services on **+44 (0) 1273 576 454**; or in a medical emergency **+44 (0) 20 3126 4109**.

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

#### 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) 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.
- 4) 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 up to the amount that 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.
- 8) The **Insurer** may require **You** to be examined by a medical practitioner or specialist appointed by the **Insurer** to enable the Insurer to assess a claim fully.
- 9) 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.

#### WORLDIDE TRAVEL PROTECTION BENEFIT

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 the medical treatment and costs You have paid.</li> <li>Any unused tickets</li> </ul>
Cancelling, Postponing and Abandoning <b>Your Trip</b>	<ul> <li>Approved medical certificates</li> <li>Any unused tickets or <b>Trip</b> invoices</li> <li>Evidence from the appropriate organisation detailing the cause and duration of the delay if <b>You</b> abandon <b>Your Trip</b></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 <b>Your Trip</b>	<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>
Car Rental Benefits – Theft, Damage and Liability	<ul> <li>Rental agreement</li> <li>Accident report</li> <li>Approved medical certificate</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 <b>Your Card</b>. If <b>You</b> are not a <b>Cardmember</b> and not travelling with a <b>Cardmember</b>, and an alternative payment method has been used, <b>You</b> will still need to provide proof of purchase</li> <li>Evidence from the appropriate organisation detailing the cause of the delay if <b>You</b> miss <b>Your</b> 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 that You first spend on **Your Card** and for as long as the eligibility criteria stated at the beginning of these Travel Protection Benefit Details continue to be met or until **We** withdraw or cancel the travel protection benefits by notice to **You** or in accordance with the **Cardmember** agreement.

#### VARIATION OF TRAVEL PROTECTION BENEFITS

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

- 1) For legal or regulatory reasons; and/or
- 2) To reflect new industry guidance and codes of practice; and/or
- 3) To reflect legitimate cost increases or reductions associated with providing these travel protection benefits; and/or
- 4) For any other legitimate commercial reason, for example in the event of a change of the underwriter who underwrites **Our** underlying policies.

If this happens **We** will write to **You** with details of the detrimental 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** of and in connection with the Travel Protection Benefit Details shall be in the English language.

#### TAXES AND COSTS

Other taxes or costs may exist or apply, which are not imposed by 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 SERVICES & 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) 1273 576 454** or, if **You** would prefer to put **Your** concerns in writing, please write to:

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

Email: insuranceexec@aexp.com

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

Financial Ombudsman Service Exchange Tower Harbour Exchange Square 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: <u>enquiries@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u>

#### **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 PO Box 300 Mitcheldean GL17 1DY United Kingdom

Telephone: **0800 678 1100** or **+44 (0)20 7741 4100** Fax: **+44 (0) 20 7892 7301** Website: 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 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 recordkeeping, training and quality control;
- d) technical studies to analyse claims and premiums, adapt pricing, consolidate financial reporting (incl. regulatory); detailed analyses on individual claims and calls to better monitor Providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- e) obtaining and storing any relevant and appropriate supporting evidence for **Your** claim, for the purpose of providing services under this policy and validating **Your** claim; and
- f) sending **You** feedback requests or surveys relating to **Our** services, and other customer care communications.

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

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

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

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

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

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

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Or

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

Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: <u>www.axa-assistance.com/en.privacypolicy</u> or <u>www2.chubb.com/uk-en/footer/privacy-policy.aspx</u> 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 <u>www.fca.org.uk/register</u>. 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).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. 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.