



Your Insurance Documentation –  
British Airways American Express®  
Credit Card





# **YOUR INSURANCE DOCUMENTATION – BRITISH AIRWAYS AMERICAN EXPRESS® CREDIT CARD**

Contains:

- Key Information:
  - (i) Policy Summary
  - (ii) Terms of Business
  
- Policy Terms and Conditions

## **KEY INFORMATION**

### **(i) Policy Summary**

#### **IMPORTANT INFORMATION**

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

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

- Chubb European Group Limited (the "insurer").

#### **ELIGIBILITY**

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

All benefits are dependent on the use of the Card.

The insurance benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions.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

#### **DURATION OF COVER**

You are entitled to the insurance benefits under the policy from the moment the Card is activated and for as long as the eligibility criteria (as set out above) continues to be met or until we withdraw or cancel the insurance benefits by notice to you.

#### **SUMMARY OF COVER**

Purchase Protection, Refund Protection and Travel Accident insurance cover is provided for the Cardmember and supplementary Cardmembers, their respective partners or spouses living at the same address and dependent children under the age of 23. All insurance benefits are dependent on the use of the Card.

The following tables set out the benefits payable under Purchase Protection, Refund Protection and Travel Accident.

## PURCHASE PROTECTION AND REFUND PROTECTION

Purchase Protection and Refund Protection covers eligible items purchased on the Card account provided those items are for personal use, have had no previous owner and were not purchased privately.

The following table sets out the benefits payable under the Purchase Protection and Refund Protection cover:

Cover, subject to Policy Terms and Conditions, <u>UP TO:</u>	Key Exclusions & Limitations:	Policy Terms and Conditions Section Number
<b>PURCHASE PROTECTION</b> <ul style="list-style-type: none"> <li>£2,500 if an eligible item purchased on the Card account is stolen or damaged within 90 days of purchase</li> </ul>	<b><u>KEY EXCLUSIONS &amp; LIMITATIONS</u></b> <ul style="list-style-type: none"> <li>Theft of electronic items and equipment</li> <li>Second hand items</li> <li>Maximum £20,000 in a 12 month period</li> <li>£50 excess applies</li> <li>Deduction for wear and tear</li> </ul>	1.1
<b>REFUND PROTECTION</b> <ul style="list-style-type: none"> <li>£200 per item if a UK retailer will not take back an eligible item purchased on the Card account within 90 days of purchase</li> </ul>	<b><u>KEY EXCLUSIONS &amp; LIMITATIONS</u></b> <ul style="list-style-type: none"> <li>Closing down sale items, tickets, antiques, perishable goods</li> <li>Items costing less than £25</li> <li>Maximum £750 in a 12 month period</li> </ul>	1.2

## TRAVEL ACCIDENT

The following table sets out the benefits payable under Travel Accident cover (including hijack) which apply when tickets are purchased on the Card account:

Cover, subject to Policy Terms and Conditions, <u>per claim, UP TO:</u>	Key Exclusions & Limitations:	Policy Terms and Conditions Section Number
<b>TRAVEL ACCIDENT</b> <ul style="list-style-type: none"> <li>£75,000 for loss of life, limb, sight, speech or hearing, while travelling on a public vehicle where the ticket was purchased on the Card account</li> </ul>	<b><u>KEY EXCLUSIONS &amp; LIMITATIONS</u></b> <ul style="list-style-type: none"> <li>Accidents on or involving vehicles charged or hired privately (i.e. not a public vehicle)</li> <li>Not taking reasonable care</li> <li>The benefit amount for death is reduced to £10,000 for children under the age of 16</li> </ul>	2.1

Cover, subject to Policy Terms and Conditions, per claim, UP TO:	Key Exclusions & Limitations:	Policy Terms and Conditions Section Number
<b>HIJACK OF A PUBLIC VEHICLE</b> <ul style="list-style-type: none"> <li>£1,500 after the first 24 hours that you are illegally detained and a further £3,000 after the first 72 hours</li> </ul>	<b>KEY EXCLUSIONS &amp; LIMITATIONS</b> <ul style="list-style-type: none"> <li>Where the ticket for travel on the public vehicle which is hijacked has not been purchased on the Card account</li> </ul>	2.2

## OTHER TRAVEL SERVICES

### GLOBAL ASSISTANCE ON OR RELATING TO A TRIP

- 24 hour assistance helpline
- Emergency cash advance up to £250
- Dispatch of prescriptions, prescription spectacles and contact lenses

## YOUR RIGHT TO CANCEL

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

## HOW TO CLAIM

In order to report a claim, please call:  
**+44 (0) 345 841 0059.**

Please be ready to provide your Card number, which should be used as your reference number. Please ensure 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. Please be aware that there may be other taxes or costs that are not paid through us or imposed by us.

## CUSTOMER SERVICE & COMPLAINTS

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

American Express UK & ICC Executive Customer Relations  
 Department 333  
 1 John Street  
 Brighton BN88 1NH  
 United Kingdom

Telephone: 0870 600 0342<sup>1</sup>  
 Email: [insurance@aexp.com](mailto:insurance@aexp.com)

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

# keyfacts<sup>®</sup>

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 023 4 567  
or +44 20 7964 1000 (from abroad)  
Fax: 020 7964 1001  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

## **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited or Chubb European Group Limited are unable to meet their obligations, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme (FSCS), 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU United Kingdom  
Telephone 0800 678 1100 or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk).



## **(ii) Terms of Business**

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

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

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

The FCA is the independent watchdog that regulates financial services.

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

American Express only offer Purchase Protection, Refund Protection and Travel Accident insurance underwritten by Chubb European Group Limited.

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

You will not receive advice or a recommendation from American Express for any insurance associated with your Card. The insurance benefits are automatically included with your Card.

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

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

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

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

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

### **6 Ownership**

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

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

If you wish to register a complaint, please contact:

In writing:

American Express UK & ICC Executive Customer Relations

Department 333

1 John Street

Brighton BN88 1NH

United Kingdom

Telephone: +44 (0) 870 600 0342 <sup>1</sup>

Email: [insurance@aexp.com](mailto:insurance@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 Policy Terms and Conditions. If you cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

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

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

### **DEMANDS AND NEEDS**

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

## **POLICY TERMS AND CONDITIONS**

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

### **ELIGIBILITY**

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

All benefits are dependent on the use of the Card.

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

### **DEFINITIONS**

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

“£” shall mean United Kingdom pounds sterling.

“**Account**” or “**Card Account**” means your British Airways American Express Credit Card account with **American Express** on which your British Airways American Express Credit **Card** is issued.

“**American Express**” means American Express Services Europe Limited.

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

“**Cardmember**” means any individual who holds a valid **Account**.

“**Children**” means any of **Your** children (including step-children, fostered or adopted children) under the age of 23, who are legally dependent on **You** and who are not in full time employment.

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

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

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

“**Our/Us/We/Insurer**” means:

Chubb European Group Limited (“Chubb”) registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Full details can be found online at <https://register.fca.org.uk/>

“**Policy**” means the insurance cover provided under the **Policy Terms and Conditions**.

“**Policyholder**” means American Express Services Europe Limited.

“**Policy Terms and Conditions**” means these terms and conditions.

“**Policy Summary**” means the document summarising the **Policy**.

“**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 chartered privately.

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

**“You/Your/Insured”** means (i) **Cardmembers** and their **Families**, (ii) **Supplementary Cardmembers** and their **Families**.

## INSURANCE BENEFITS

Insurance benefits are secondary: **We** will only pay amounts under this **Policy** if they are not covered by other insurance, state benefits or other agreements.

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

### 1. PURCHASE PROTECTION AND REFUND PROTECTION

This Section details the Purchase Protection and Refund Protection benefits provided with the **Card**.

Purchase Protection and Refund Protection insurance cover is provided when eligible items are purchased on the **Card Account** by the **Cardmember** or **Supplementary Cardmembers**.

#### 1.1 PURCHASE PROTECTION

##### YOUR BENEFITS

This benefit applies to items purchased on the **Card Account** for personal use that have had no previous owner and were not purchased privately.

If an item **You** buy is stolen or damaged within 90 days of purchase, **You** will be paid:

- a) the costs of repair or replacement of an item up to a maximum of the purchase price or **£2,500** whichever is the lower. The purchase price will be the cost of a pair or set of items if they are used together and cannot be replaced individually;
- b) up to a maximum of **£2,500** for any one incident;
- c) up to a maximum of **£20,000** in any 12 month period.

##### EXCLUSIONS

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

- 1) The first **£50** of any claim.
- 2) Normal wear and tear.
- 3) Damage caused intentionally by **You**.
- 4) Damage to items caused by product defects.
- 5) Theft of or damage to items where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- 6) Theft not reported to the police within 48 hours of discovery and a written report obtained.
- 7) Not taking reasonable care of items or leaving them unattended in a public place.
- 8) Theft of or damage to vehicles, their parts, or items in a vehicle.
- 9) Theft of or damage to money, or other cash equivalents, travellers cheques or tickets.
- 10) Theft of or damage to animals, plants and perishable goods.
- 11) Theft of electronic items and equipment.
- 12) Any fraudulent, dishonest or criminal act committed by **You** or anyone with whom **You** are in collusion.
- 13) Confiscation or destruction of purchases by any government, customs or public authority.
- 14) Any portion of the purchase price not charged to **Your Card Account**.

## 1.2 REFUND PROTECTION

### YOUR BENEFITS

This benefit applies to items purchased on the **Card Account** for personal use that have had no previous owner and were not purchased privately. Only items purchased from a retailer operating in the UK with premises at a UK address are covered.

If a retailer will not take back an unused item **You** purchased on the **Card Account** within 90 days of purchase, **You** will be paid the purchase price of the item or £200, whichever is the lower. **You** will only be paid up to a maximum of £750 under this Refund Protection Section 1.2 in any 12 month period.

### EXCLUSIONS

**You** will not be covered for:

- 1) Any item with a purchase price less than £25.
- 2) Items that are not in a new and saleable condition, free from all defects, and in full working order.
- 3) Jewellery, precious stones, rare and precious coins or stamps; one of a kind items including antiques, art work and furs; cash or its equivalents (including travellers cheques), tickets; services; books; animals and plants; consumable and perishable goods; healthcare items; rebuilt and refurbished items; closing down sale items; vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

## 2. TRAVEL ACCIDENT

This Section details the Travel Accident (including **Hijack**) benefits provided with the **Card**.

The benefits described under this Section are provided for the **Cardmember** and **Supplementary Cardmembers**, and their respective **Families** on any **Covered Trip**.

### IMPORTANT INFORMATION:

For the benefits under this Section to apply, the ticket for the **Covered Trip** must have been purchased in full using:

- a) the **Card**; or
- b) Avios.

### 2.1 TRAVEL ACCIDENT

#### YOUR BENEFITS

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

- 1) while travelling on, boarding or alighting from or being struck by a **Public Vehicle**; or
- 2) while going directly to, or on the premises of, an airport, seaport or railway station for the purpose of boarding an aircraft, ship or train for a **Covered Trip**; or
- 3) immediately after alighting from an aircraft, ship or train used for a **Covered Trip** while on the premises of, an airport, seaport or railway station, where **You** have paid for the ticket for the **Covered Trip** with **Your Card** or with Avios.

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

- 1) £75,000 if **You** have an accident during a **Covered Trip** which within 365 days causes:
  - a) death;
  - b) the complete and permanent loss of use of any limb;
  - c) the entire and irrecoverable loss of **Your** sight, speech or hearing.

- 2) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be £75,000. The benefit amount will be reduced to £37,500 if **You** have an accident which within 365 days causes the loss of one hand, or one foot, or the entire sight of one eye.
- 3) The benefit amount for death during a **Covered Trip** is reduced to £10,000 for **Children** under the age of 16.
- 4) In the event of **You** holding more than one card issued by **American Express, We** will not pay more than the highest benefit amount stated in any one of those card's policy terms and conditions for any one event.

## EXCLUSIONS

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

- 1) Any claim related directly or indirectly to any physical defect, or infirmity, which existed before the start of **Your** journey.
- 2) **Your** suffering from sickness or disease not directly resulting from an accident.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **Your** self inflicted injuries except where trying to save human life.
- 6) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 7) **Your** suicide or attempted suicide.
- 8) **Your** injuries or accidents which occur while under the influence of alcohol (above the legal driving limit) or drugs unless prescribed by a registered medical practitioner.
- 9) Trips in, or booked to countries where a government agency has advised against travelling or which are officially under embargo by the United Nations.
- 10) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 11) Declared or undeclared war or hostilities.
- 12) Actual or alleged exposure to biological, chemical, nuclear or radioactive material or substance.

## 2.2 HIJACK

### YOUR BENEFITS

In the event of a **Hijack**, where **You** have paid for **Your** ticket with **Your Card** or with Avios, **You** will be paid the following:

- 1) £1,500 after the first 24 hours **You** are illegally detained; and
- 2) A further £3,000 after the first 72 hours.

### EXCLUSIONS

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

- 1) Accidents on or involving vehicles chartered or hired privately.
- 2) Trips in, or booked to countries where a government agency has advised against travelling or which are officially under embargo by the United Nations.
- 3) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 4) Declared or undeclared war or hostilities.

### GLOBAL ASSISTANCE

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

The Global Assist helpline provides immediate assistance in an emergency when travelling outside the UK. This emergency service is available exclusively

to **Cardmembers** and **Supplementary Cardmembers** and their respective **Families** travelling with them. It operates 24 hours a day, every day of the year on **+44 (0) 20 3126 4113**.

If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to **£250**.

Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.

In case of legal difficulties, Global Assist will put **You** in touch with the relevant embassy or consulate, provide the name of a local lawyer, and an advance of legal fees up to **£250**. **You** can be advanced up to **£250** if **Your** money is lost or stolen and no other means of obtaining cash is available.

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

The Global Assist benefit is serviced by Inter Partner Assistance. Inter Partner Assistance is a branch of Inter Partner Assistance SA, of Avenue Louise, 166 bte1, 1050 Brussels, a Belgian company authorised by the National Bank of Belgium. Inter Partner Assistance is subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Some services under this Agreement are provided by AXA Travel Insurance. Inter Partner Assistance is part of the AXA Assistance Group.

## HOW TO CLAIM

### CLAIMS AND ASSISTANCE

In order to report a claim, please call:

**+44 (0) 345 841 0059**

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) **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 them in seeking reimbursement where appropriate.
- 3) Interest will only be paid on claims if payment has been unreasonably delayed following **Our** receipt of all the required information.
- 4) Please ensure **You** keep copies of all documentation sent to substantiate a claim.
- 5) **You** must 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 style="list-style-type: none"><li>• <b>Your Card</b> number</li><li>• All documents must be original</li><li>• Completed claim form when needed</li></ul>

## **PURCHASE PROTECTION AND REFUND PROTECTION**

Purchase Protection	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the item on <b>Your Card</b></li><li>• Receipt from the retailer</li><li>• Report from police detailing theft</li><li>• Damaged items</li></ul>
Refund Protection	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the item on <b>Your Card</b></li><li>• Receipt from the retailer</li><li>• Details of retailer who refused to accept returned items</li><li>• Purchased items in original packaging</li></ul>

## **TRAVEL ACCIDENT**

Travel Accident	<ul style="list-style-type: none"><li>• Proof that <b>You</b> purchased the ticket on <b>Your Card</b> or with Avios.</li><li>• Evidence from the appropriate organisation detailing the relevant incident</li><li>• Approved medical reports</li></ul>
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## **POLICY CONDITIONS**

### **DURATION OF COVER**

**You** are entitled to the insurance benefits under the **Policy** from the moment the **Card** is activated 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 **Insurer**.

If this happens **We**, or **American Express** with **Our** authority, will write to **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your Card** if **You** do not agree to any proposed changes.

### **CANCELLATION OF COVER**

If **We** want to cancel a group policy under which 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.

## 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 +44 (0) 870 600 0342<sup>1</sup> or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express UK & ICC Executive Customer Relations  
Department 333,  
1 John Street  
Brighton BN88 1NH  
United Kingdom

Email: [insurance@aexp.com](mailto:insurance@aexp.com)

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 023 4 567  
or +44 20 7964 1000 (from abroad)  
Fax: 020 7964 1001  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

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



## **FINANCIAL SERVICES COMPENSATION SCHEME**

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

Financial Services Compensation Scheme (FSCS)

10th Floor Beaufort House

15 St Botolph Street,

London EC3A 7QU

United Kingdom

Telephone 0800 678 1100 or 020 7741 4100.

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **DATA PROTECTION**

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

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

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

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

These activities may include:

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

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

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Or

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

Email: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

Our full privacy notice is available at: [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy) or <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>

Alternatively, a hard copy is available on request.

## **MATERIAL DISCLOSURE**

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





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