

# AMERICAN EXPRESS PURCHASE PROTECTION AND REFUND PROTECTION INSURANCE

## Insurance Product Information Document

CHUBB®

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

## Product: The Nectar Credit Card / The Nectar Business Credit Card from American Express

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

### What is this type of insurance?

This insurance helps protect your purchases made with your American Express Card.



#### What is insured?

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

##### Purchase Protection

- ✓ Up to £2,500 towards repair or replacement if an eligible item purchased on the Card account is stolen or damaged within 90 days of purchase. Max cover is £20,000 in a 12 month period.

##### Refund Protection

- ✓ Up to £200 per item if a UK retailer will not take back an eligible item purchased on the Card account within 90 days of purchase. Max cover is £750 in a 12 month period.









#### What is not insured?

##### Purchase Protection

- ✗ Second hand items.
- ✗ Normal wear and tear.
- ✗ Damage caused intentionally or caused by product defects.
- ✗ Theft of or damage to animals, plants and perishable goods.
- ✗ Theft of or damage of items left unattended and/or not reported to police within 48 hours.
- ✗ Deduction for wear and tear.
- ✗ Any portion of the purchase price not charged to your Card account.
- ✗ Theft of, or damage to money, or other cash equivalents, travellers cheques or tickets.
- ✗ Theft of or damage to items where you have failed to take sufficient care of them or have left them unsecured or out of your reach.
- ✗ Any fraudulent, dishonest, or criminal act committed by you or anyone with whom you are in collusion.

##### Refund Protection

- ✗ Items costing less than £25.
- ✗ Items that have had a previous owner.
- ✗ Items bought privately.
- ✗ Items from a non-UK retailer.
- ✗ Items that are not in a new and saleable condition, free from all defects and in a good working order.

	<p>✘ Jewellery, precious stones, rare and precious coins or stamps; one of a kind type items including antiques, art works 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.</p>
	<p><b>Are there any restrictions on cover?</b></p> <ul style="list-style-type: none"> <li>! All benefits are dependent on the use of the Card</li> <li>! <b>Purchase Protection</b> – A £50 excess applies on each claim</li> <li>! <b>Purchase/Refund Protection</b> – items damaged, stolen or not accepted by the retailer must be within 90 days of purchase.</li> </ul>
	<p><b>Where am I covered?</b></p> <ul style="list-style-type: none"> <li>✓ For Purchase Protection and Refund Protection purchases made in the UK with UK retailers.</li> </ul>
	<p><b>What are my obligations?</b></p> <p>Purchase Protection and Refund Protection 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.</p> <p><b>During the period of insurance</b></p> <ul style="list-style-type: none"> <li>• You must supply, at your own expense, any documentation, information and evidence we reasonably require.</li> <li>• Reasonable care must be taken to protect personal belongings.</li> </ul> <p><b>In the event of a claim</b></p> <ul style="list-style-type: none"> <li>• If you need to submit a non-emergency insurance claim, please visit <a href="http://americanexpress.co.uk/insuranceportal">americanexpress.co.uk/insuranceportal</a></li> <li>• Alternatively Call <b>+44 (0) 1293 725 800</b></li> <li>• Email us at <a href="mailto:uk.claims@chubb.com">uk.claims@chubb.com</a></li> <li>• Web: <a href="http://www.chubbclaims.com/amex/uk-en/welcome.aspx">www.chubbclaims.com/amex/uk-en/welcome.aspx</a></li> </ul> <p><b>Purchase Protection/Refund Protection</b> – You must provide proof of purchase including receipt from retailer. For Refund Protection, purchased items must be in original packaging.</p>
	<p><b>When and how do I pay?</b></p> <p>The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with Chubb for the benefit of its Cardmembers. There is no additional charge or premium for this insurance.</p>
	<p><b>When does the cover start and end?</b></p> <p>The cover starts when you take out the Card and continues for as long as you have the Card. It covers eligible purchases you make with your Card, subject to insurance policy terms and conditions.</p>
	<p><b>How do I cancel the contract?</b></p> <p>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.</p>

## **YOUR INSURANCE DOCUMENTATION –THE NECTAR CREDIT CARD/THE NECTAR BUSINESS CREDIT CARD FROM AMERICAN EXPRESS**

Contains:

1. Key Information
2. Terms of Business
3. Policy Terms and Conditions

### **1 KEY INFORMATION**

#### **HOW TO CLAIM**

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal) or 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 below. Please be aware that there may be other taxes or costs that are not paid through us or imposed by us.

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

You can visit our Card Benefit Insurance Centre at [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal) to

- Check your cover
- Learn about your Card Insurance Benefits
- Read Frequently Asked Questions
- Create and download your Insurance Certificate
- Search for Medical providers
- Access Online Claims

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  
Global Customer Research and Solutions  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom  
Telephone: **+44 (0) 870 600 0342**<sup>1</sup>  
Email: [insuranceexec@aexp.com](mailto:insuranceexec@aexp.com)

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

American Express and Chubb European Group SE 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 0500** (from abroad)  
Fax: **020 7964 1001**  
Website: [financial-ombudsman.org.uk](https://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 SE 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)  
PO Box 300  
Mitcheldean  
GL17 1DY  
United Kingdom  
Telephone **0800 678 1100** or **020 7741 4100**  
Website: [www.fscs.org.uk](http://www.fscs.org.uk).

## 2 TERMS OF BUSINESS

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

The Nectar Credit Card is offered by American Express Services Europe Limited registered office: 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.

### 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 and Refund Protection underwritten by Chubb European Group SE.

### 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.

### 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?

The Nectar Credit Card is offered by American Express Services Europe Limited registered office: 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. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### 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

Global Customer Research and Solutions

Department 333

1 John Street

Brighton BN88 1NH

United Kingdom

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

Email: [insuranceexec@aexp.com](mailto: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 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.

### **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 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.

## **3 POLICY TERMS AND CONDITIONS**

These Policy Terms and Conditions give full details of the insurance cover provided with The Nectar Credit Card /Nectar Business Credit Card under the group policy of insurance held by American Express Services Europe Limited with Chubb European Group SE.

Chubb European Group SE shall not be deemed to provide cover and Chubb European Group SE 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.

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 any detrimental 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** Nectar Credit **Card** / Nectar Business Credit **Card** account with **American Express** on which **Your** Nectar Credit **Card** / Nectar Business 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.

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

“**Our/Us/We/Insurer**” means:

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.

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

**“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 and their parts.
- 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) Any fraudulent, dishonest or criminal act committed by **You** or anyone with whom **You** are in collusion.
- 12) Confiscation or destruction of purchases by any government, customs or public authority.
- 13) 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.

### 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 the irrespective **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 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.

### HOW TO CLAIM

#### CLAIMS AND ASSISTANCE

In order to report a non-emergency claim, please visit [americanexpress.com/uk/insuranceportal](https://americanexpress.com/uk/insuranceportal) or 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.

<b>Benefit</b>	<b>Information required</b>
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**

<b>Benefit</b>	<b>Information required</b>
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 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 retailer</li> <li>• Details of retailer who refused to accept returned items</li> <li>• Purchased items in original packaging</li> </ul>

#### **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) 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  
Global Customer Research and Solutions  
Department 333  
1 John Street  
Brighton BN88 1NH  
United Kingdom  
Email: [insuranceexec@aexp.com](mailto:insuranceexec@aexp.com)

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

**American Express** and **Chubb European Group SE** 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 0500** (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 **Your** statutory rights, **You** should contact Citizens Advice.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

American Express Services Europe Limited and Chubb European Group SE 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)  
PO Box 300  
Mitcheldean  
GL17 1DY  
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 and Chubb, each acting as Data Controller of your personal data, for insurance benefits provided by them respectively under this policy.

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 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 who 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](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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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.