

AMERICAN EXPRESS PURCHASE PROTECTION, REFUND PROTECTION & TRAVEL ACCIDENT 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. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

Product: Vitality American Express® Credit Card

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

What is this type of insurance?

This insurance helps protect your purchases made with your American Express Card, and provides accidental death and permanent partial disability cover, where travel has been paid for using 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 takeback an eligible item purchased on the Card account within 90 days of purchase. Max cover is £750 in a 12 month period.

Travel Accident

- ✓ £150,000 for accidental death or accident resulting in complete loss of or permanent loss of use of limb, sight, speech or hearing while travelling on a public vehicle where the ticket was bought on the Card account.



What is not insured?

Purchase Protection







- ✗ Second hand items.
- ✗ Theft of, or damage to money, or other cash equivalents, travellers cheques or tickets.
- ✗ Theft of or damage of items left unattended and/or not reported to police within 48 hours.
- ✗ Normal wear and tear.
- ✗ Damage caused intentionally or caused by product defects.
- ✗ Theft of or damage to animals, plants, vehicles and perishable goods.

Refund Protection

- ✗ Items costing less than £25 and items not in a saleable condition.
- ✗ 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.

Travel Accident

- ✗ Accidents on or involving vehicles charged or hired privately (i.e. not on a public vehicle).
- ✗ Travel Accident – Self-inflicted injuries, suicide or attempted suicide and injuries which existed before the start of the journey.

	<ul style="list-style-type: none"> ✗ Injuries sustained whilst under the influence of alcohol (above legal driving limit) or drugs (unless under prescription of a doctor). ✗ Trips in, or booked to, countries where a government agency has advised against travelling or which are officially under embargo by the United Nations. ✗ Any claims which would result in breaches of UN resolutions or trade or economic sanctions or other laws of the EU, UK or USA.
	<p> Are there any restrictions on cover?</p> <ul style="list-style-type: none"> ! All benefits are dependent on the use of the Card ! Purchase Protection – A £50 excess applies on each claim. ! Purchase/Refund Protection – items damaged, stolen or not accepted by the retailer must be within 90 days of purchase. ! Travel Accident – The benefit amount for accidental death is reduced to £10,000 for children under 16. Benefit amounts reduced to £75,000 for loss of one hand or one foot or loss of sight in one eye etc.
<p> Where am I covered?</p> <ul style="list-style-type: none"> ✓ For Purchase Protection and Refund Protection purchases made in the UK with UK retailers. ✓ For Travel Accident – Worldwide. 	
<p> What are my obligations?</p> <p>Purchase Protection, Refund Protection and Travel Accident Insurance 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>During the period of insurance</p> <ul style="list-style-type: none"> • You must supply, at your own expense, any documentation, information and evidence we reasonably require. • Reasonable care must be taken to prevent injury and to protect personal belongings <p>In the event of a claim</p> <ul style="list-style-type: none"> • You must notify us as soon as practicable in the event of a claim, and as follows: <ul style="list-style-type: none"> • Submit your claim online at americanexpress.com/uk/insuranceportal • Call +44 (0) 345 841 0059 • Email us at uk.claims@chubb.com <p>Purchase Protection/Refund Protection – You must provide proof of purchase including receipt from retailer. For Refund Protection, purchased items must be in original packaging.</p>	
<p> When and how do I pay?</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> When does the cover start and end?</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> How do I cancel the contract?</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, 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 – VITALITY AMERICAN EXPRESS CREDIT CARD

Contents:

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 americanexpress.co.uk/insuranceportal.

Alternatively, 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 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 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: **0800 032 7401**

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

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.

2 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 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?

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

6 Ownership

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

7 What to do if you have a complaint

If you wish to register a complaint, please contact:

In writing:
American Express
Global Customer Research and Solutions
Department 333,
1 John Street,
Brighton BN88 1NH
United Kingdom
Telephone: **0800 032 7401**

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 Service 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 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.

3 POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with the Vitality American Express 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** Vitality American Express Credit **Card** account with **American Express** on which **Your** Vitality 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**.

“**Loss of hearing**” means permanent profound deafness, which means the quietest sound **You** can hear is louder than 90 decibels when tested by a qualified audiologist.

“**Loss of sight**” shall be deemed to have occurred:

- a. Loss of Sight in Both Eyes - Permanent blindness which, based on medical evidence, **You** will never recover from and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government; or

- b. Loss of Sight in One Eye - Permanent blindness which, based on medical evidence, **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

“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. UK Establishment address: 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. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (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 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 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:

- a. the purchase price of the item or **£200**, whichever is the lower.
- b. **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 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 the **Card**.

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**.

You will be covered for the following:

- 1) **£150,000** 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) **Your** entire and irrecoverable **Loss of Sight**, loss of speech or **Loss of Hearing**.
- 2) The maximum amount that will be paid to **You**, or **Your** estate in the event of **Your** death, will be **£150,000**. The benefit amount will be reduced to **£75,000** if **You** have an accident which within 365 days causes the loss of one hand, or one foot, or the **Loss of Sight** in 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 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) **You** suffering from sickness or disease not directly resulting from a sudden identifiable violent external event that happens by chance.
- 3) Accidents on or involving vehicles chartered or hired privately.
- 4) Not taking reasonable care.
- 5) **You** self-inflicted injuries except where trying to save human life.
- 6) **You** injuries caused by **You** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 7) **You** suicide or attempted suicide.
- 8) **You** 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.

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 S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

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 americanexpress.co.uk/insuranceportal.

Alternatively 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"> • Your Card number • All documents must be original • Completed claim form when needed

PURCHASE PROTECTION AND REFUND PROTECTION

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

TRAVEL ACCIDENT

Benefit	Information required
Travel Accident	<ul style="list-style-type: none"> • Proof that You purchased the ticket on Your Card. • Evidence from the appropriate organisation detailing the relevant incident • Approved medical reports

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 **0800 032 7401** 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

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

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

DATA PROTECTION

Details of **You**, **Your** insurance cover under this policy and **Your** claims will be held by **Us**, Inter Partner Assistance S.A. 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 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 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

Or
Data Protection Officer
Chubb, 100 Leadenhall Street
London
EC3A 3BP
Email: dataprotectionoffice.europe@chubb.com

Our full privacy notice is available at: axapartners.com/en/page/en.privacy-policy 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.

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.

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. UK Establishment address: 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. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FS Register number 820988).

The Global Assist benefit is serviced by Inter Partner Assistance S.A. and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.