

## **The American Express Business Card**

### **Travel Inconvenience Insurance**

(Applicable in connection with Scheduled Flights only.)

This document provides details of insurance cover arranged by American Express Global Network Service for and on behalf of Amex (Saudi Arabia) limited for the benefit of American Express US Dollar SAR Saudi Riyals billed The American Express Business Cardmembers under the relevant Master Policies. [14053]

### **Underwritten by the Gulf Assist herein called the 'Company' ELIGIBILITY**

Travel Inconvenience Package applies to the following persons who are eligible for cover under Master Policy [14053].

- The American Express Business Cardmember who is a recipient of this certificate.
- The Cardmember's legally married spouse.
- The Cardmember's dependent children under age 23.

Each eligible Cardmember shall be an Insured Person while taking a trip on a Scheduled Flight, the fare for travel on such flight having been charged to an American Express Business Card Account in advance of the scheduled departure time.

### **SCHEDULED FLIGHTS**

Scheduled Flight means a flight in an aircraft operated by an air carrier, provided that: such air carrier holds a certificate, licence or similar authorization for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times; such flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide as amended from time to time. Departure times, transfer and destination points will be established by reference to the Insured Person's Scheduled Flight Ticket.

### **DELAYED FLIGHT DEPARTURE, FLIGHT CANCELLATION OR DENIED BOARDING**

If departure of an Insured Person's confirmed Scheduled Flight from any airport is delayed for four hours or more, or cancelled, or the Insured Person is denied boarding of the aircraft due to overbooking, and no alternative transportation is made available to the Insured Person within four hours of the scheduled departure time of such flight, the Company will indemnify the Insured Person for American Express Business Card charges incurred, prior to the actual departure, in respect of restaurant meals, refreshments and/or hotel accommodation used during the period of delay up to \$100.

### **MISSED CONNECTIONS**

If the Insured Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Insured Person within four hours of the actual arrival time of his or her incoming flight, the Company will indemnify the Insured Person for American Express Business Card charges incurred, prior to actual departure, in respect of restaurant meals, refreshments and/or hotel accommodations up to \$100.

### **LUGGAGE DELAY**

If the Insured Person's accompanied checked-in luggage is not delivered to him or her within six hours of the Insured Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Insured Person for American Express Business Card charges incurred at such scheduled destination in respect of the emergency purchase (within 48 hours or prior to the return of the luggage whichever is the sooner) of essential clothing and toiletries up to \$100.

### **LUGGAGE LOSS**

A further allowance is provided if the Insured Person's accompanied checked-in luggage has not been delivered to him or her within 48 hours of the Insured Person's arrival at the scheduled destination point of his or her flight. The Company will indemnify the Insured Person for American Express Business Card charges incurred within a further 48 hours in respect of the emergency purchase of essential clothing and toiletries up to \$750, providing such charges are incurred prior to the return of the luggage. The above benefits apply in respect of the Insured Persons who are Cardmember and for spouses and dependent children (as defined) but shall be subject to a per family maximum indemnity of double the above Cardmember benefit as specified.

### **EXCLUSIONS**

This insurance does not cover:

- Any expenses or purchases not billed to an American Express Business Card Account;
- Where checked-in luggage is delayed or lost on flight(s) returning to the Insured Person to his place of domicile;
- Confiscation or requisition by customs or other government authority;
- Failure to take reasonable measures to save or recover lost luggage;
- Failure to notify the relevant airline authorities forthwith of missing luggage at the destination point and to obtain a Property Irregularity Report.
- War or any act of war, whether declared or undeclared.
- Any illegal act by or on behalf of the Insured Person and/or their beneficiaries.

### **CLAIMS**

Written notice of all claims must be given as soon as possible, but no later than 30 days after the event giving rise to the claim to:

Gulf Assist

Manama Center

Entrance 3

Floor 3

P.O. Box: 2790

Manama

Kingdom of Bahrain

Telephone: 800 89 73 222 or +973 17 21 88 99 from outside the Kingdom

Fax: + 973 17 21 51 77

- All information and evidence required by the Company or its agents shall be furnished at the expense of the Insured Person or his or her personal representative(s) and shall be in such form and of such nature as the Company may prescribe.
- The following information must be supplied in support of any claim:
  1. the Record of charge form verifying that the relevant flight ticket(s) were charged to an American Express Business Card Account;

2. in respect of lost or delayed luggage, the Property Irregularity Report obtained from the airline;
  3. copy of the Scheduled Flight Ticket;
  4. written confirmation of the delay from the carrier;
  5. Record of Charge forms for all expenses incurred in respect to which indemnity is claimed under this insurance.
- Benefits payable in respect of valid claims will be credited to the Insured Person's American Express Business Card Account.

#### **INDEMNITY LIMITATION**

Duplicate or multiple American Express Cards shall not obligate the Company in excess of the limits stated herein for expenses incurred by any one individual Insured Person as a result of any one incident covered under the Master Policy [14053].

#### **Gulf Assist**

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**Fax: + 973 17 21 51 77**

Indemnity for loss of life and any other accrued indemnities unpaid at the Insured Person's death shall be payable in accordance with the designation of beneficiary made by the Insured Person, subject to the laws of the country of payment.

If no beneficiary has been designated or if the designated beneficiary has predeceased the Insured Person, such indemnities shall, at the Company's option and in accordance with the laws of the country of payment, be paid to the Insured Person's executor(s) or administrator(s), legal heir(s) or personal legal representative(s).

All other indemnities will be payable to the Insured Person. The receipt from the person(s) to whom payment is made will fully discharge the Company.

#### **Maximum Indemnity per Insured Person**

In no event will duplicate or multiple American Express Cards or duplicate or multiple American Express Travel Accident Insurance Certificates obligate the Company in excess of the 'Schedule of Benefits' for any one loss sustained by any one individual Insured Person as a result of any one accident or incident under Policy Number 14054 or under American Express Travel Accident Insurance Policies wherever issued.

#### **Aggregate Limit of Liability**

The maximum Aggregate Limit of Liability is US\$ 5,000,000 for all claims combined resulting from any one event. If the aggregate amount of all indemnities otherwise payable by reason of cover provided under the Policy exceeds such aggregate limit of liability, the Company shall not be liable as respects each Insured Person for a greater proportion of the indemnity otherwise payable than the aggregate limits of liability bears to the aggregate amount of all such indemnities.

**Termination of Insurance**

Insurance of the Cardmember shall terminate forthwith on the earliest of the following events:

1. The termination of Master Policy;
2. The termination of the Cardmember's Card Account serviced by Amex (Saudi Arabia) limited.

**Governing Law and Jurisdiction**

The Master Policy including any future amendments hereof, as well as its present and future interpretation, shall be governed by and construed in accordance with Saudi law. In any action or proceeding brought against the Insurer in relation to any matter arising under this Policy the Courts of Saudi Arabia shall have exclusive jurisdiction.

It is a condition of this Policy that in any action against the Insurer the Parties hereto are deemed:

1. To have irrevocably submitted to the jurisdiction of the Courts of Saudi Arabia and
2. To have irrevocably waived any objection they may now or hereafter have to the venue of such action or proceeding such Courts including, but not limited to, any objection that such action or proceeding was brought in an inconvenient forum.

The Benefits described herein are subject to all of the terms and conditions of the Policy which is held by American Express. This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy. For the Company