Baggage Insurance Plan
Plan Documents
Applicable to Purchases made on or after 10/01/2020
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To file a claim electronically for a qualifying event please visit us at <a href="mailto:americanexpress.com/onlineclaim">americanexpress.com/onlineclaim</a> .
For any coverage inquires related to purchases made prior 10/01/2020 please refer to your Additional Card Benefits document delivered with your American Express Card.



# **Baggage Insurance Plan Benefit Guide**

This Benefit Guide describes the Baggage Insurance Plan benefits. Information in this Benefit Guide replaces any Baggage Insurance Plan benefits document You may have received previously for Your Additional Card Benefits as of the Effective Date listed in the Additional Terms section. Read this Benefit Guide carefully.

Capitalized and **bold** words that are not section headings have special meanings and are defined throughout this Benefit Guide.

Travel more comfortably knowing you can be covered for lost, damaged, or stolen **Baggage** when you purchase the Entire Fare for a Common Carrier Vehicle ticket (e.g. plane, train, ship, or bus) on an Eligible Account.

# **Key Terms**

You or Your means the **Card Member** who carries an **Eligible Account**.

We, Us, or Our means American Express.

American Express means American Express Travel Related Services Company, Inc., or its participating subsidiaries, affiliates or licensees.

**Card Member** means the authorized user of an **Eligible Account**.

Claim means a request of a Card Member or Eligible Beneficiary that We Pay for a Covered Event.

Covered Event means an unintentional event or occurrence that qualifies for benefit consideration.

Eligible Account means a Sponsoring Organization account designated by the American Express as eligible for benefits under the applicable agreement between the Sponsoring Organization and American Express.

Eligible Beneficiary means the Card Member or other intended beneficiary entitled to make a Claim.

Pay means a credit issued to the Eligible Account of the Eligible Beneficiary, or if that is not feasible, a payment by check to the Eligible Beneficiary.

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## **How to Activate Benefits**

To activate benefits -

- A. An Eligible Payment is made to pay for the Entire Fare of a Common Carrier Vehicle ticket to the Eligible Account.
- B. Take a Covered Baggage Trip.

After all activation requirements are met as stated above, the transaction is considered an Eligible Trip Payment.

### What is an **Eligible Payment**?

The amount of the one original worldwide charge to an Eligible Account for the purchase of a service for personal or business use.

#### What is an **Entire Fare**?

The full fare or pre-arranged travel cost for a **Covered Trip**.

Can rewards points be redeemed towards an **Eligible Payment/Entire Fare?** Yes, purchases on Eligible Accounts that are combined with American Express Loyalty **Programs,** such as Membership Rewards® points or Pay with Points, would qualify for benefits.

However, other Loyalty Programs (i.e. Non-American Express) DO NOT qualify on purchases redeemed in part or full towards the fare or pre-arranged travel cost. An example would be Common Carrier Frequent Flyer Miles point redemption.

## What is a **Covered Baggage Trip**?

It is a Covered Trip by a Covered Person for Baggage between the point of departure and the final destination shown on the Covered Person's ticket or verification issued by the Common Carrier, provided such trip on the Common Carrier was paid with an Eligible Trip Payment prior to any Baggage Damage, or Baggage Loss. The Covered Trip cannot exceed 365 consecutive days.

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## Who is Covered?

Benefits are available to **Covered Persons** on a **Covered Trip** who meets one of the following descriptions:

- A. the Card Member;
- B. the Card Member's spouse or Domestic Partner;
- C. the **Card Member's** dependent children under 23 years of age;
- D. the **Card Member's** dependent children because of a handicap condition that occurred before the attainment of the limited age of 23, are incapable of self-sustaining employment and dependent upon a parent or other care provider for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent; or
- E. officers, partners, proprietors, employees, consultants or employment candidates authorized by a **Sponsoring Organization** whose traveling with the **Card Member** on a **Bona Fide Business Trip**.

## What is Covered?

Benefits are provided for Replacement Cost of Baggage in the event of Baggage Damage or Baggage Loss while in direct transit to or from a Common Carrier's terminal to Board or Exit a Common Carrier Vehicle or when Baggage is checked-in with or carried-on the Common Carrier while traveling on a Covered Baggage Trip.

Coverage Limits per Covered Baggage Trip			
Location	Checked-in Baggage	Carried-on Baggage	
Direct Transit to or from Common	Not Applicable	Up to \$3,000 per	
Carrier Terminal		Covered Person	
While at the Common Carrier	Not Applicable	Up to \$3,000 per	
Terminal		Covered Person	
Traveling on a Common Carrier	Up to \$2,000 per	Up to \$3,000 per	
Vehicle	Covered Person	Covered Person	

Any **High Risk Items** are subject to \$1,000 maximum per **Covered Person** for all **Baggage** on a **Covered Baggage Trip**.

All **Baggage Loss** on a single **Covered Baggage Trip** including carried-on and checked-in **Baggage**, and **High Risk Items** is subject to a \$3,000 maximum per **Covered Person**.

For New York State **Card Members**, the following maximum limits apply:

- \$2,000 per Bag for each Covered Person; and
- \$10,000 aggregate per Covered Baggage Trip for all Covered Persons.



### What is a *High Risk Item*?

Any item as follows including, but not limited to:

- jewelry;
- · sporting equipment;
- photographic or electronic equipment;
- · computers and audio/visual equipment;
- wearable technology;
- items consisting in whole or in part of gold, silver or platinum; and
- furs or articles made mostly with fur or trimmed or lined with fur.

If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.

# What is Not Covered?

#### ANY COVERED EVENT BASED UPON OR ARISING OUT OF:

- A. war or acts of war (whether declared or undeclared), service in the armed forces or units auxiliary to it; or
- B. Acts of customer or other government authority whether involving a Covered Person's consent or by confiscation or requisition (except the Transportation Security Administration).

#### NO COVERAGE IS PROVIDED FOR:

#### A. Baggage Covered Property which are:

- 1. credit cards and other travel documents (including passports and visas);
- 2. securities;
- 3. documents and tickets of any kind;
- 4. travelers checks and other negotiable instruments (including gift certificates, gift cards, gift checks, food stamps), cash or its equivalent, notes, accounts, bills, currency, deeds, evidences of debt or intangible property, rare stamps or coins;
- 5. living plants and animals;
- 6. food, consumable and perishable items;
- 7. eyeglasses, sunglasses, and contact lenses;
- 8. hearing aids, prosthetic devices;
- 9. prescription or non-prescription drugs; and
- 10. property shipped as freight or shipped prior to the **Departure Date**.

If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.



## How to File a Claim

- A. To file a **Claim** for a **Covered Event** please visit us at <u>americanexpress.com/onlineclaim</u> or call 1-800-228-6855, if international, collect at 1-303-273-6498.
- B. **Notice of Claim** should be provided within thirty (30) days of the loss or as soon as reasonably possible.
- C. If required, claim forms will be sent to the **Eligible Beneficiary** once proper **Notice of Claim** is received. If it is not received within fifteen (15) days from **Notice of Claim** then the **Eligible Beneficiary** can submit written communication that describes the circumstances and extent of the **Covered Event** for which the **Claim** is made.

Proper **Notice of Claim** conditions are met by answering all relevant claim intake questions.

- D. **Proof of Loss** must be submitted to Us within sixty (60) days; however, failure to do so will not invalidate a **Claim** or reduce any available benefit if it can be shown that it was provided as soon as reasonably possible. Examples of **Proof of Loss** We may require:
  - 1. an inventory list of items that are being claimed;
  - 2. itemized store receipts for claimed inventory (if available);
  - 3. itinerary with **Eligible Account** charged, breakout of fare (taxes, miles/points redeemed) and travel dates; and
  - 4. for checked-in Baggage Claims
    - a. written report of the Baggage Loss filed with the Common Carrier; and
    - b. settlement or denial of the **Baggage Loss** filed with the **Common Carrier**.
- E. A **Claim** for benefits will be paid within thirty (30) days (or in accordance with applicable State law) after receipt of satisfactory **Proof of Loss** and Our determination that such **Claim** is payable. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

Except for applicable deductibles that may apply or for coverages with an agreed value, such as carried-on or checked-in **Baggage** or **High Risk Items**, **Claims** for **Baggage Damage** or **Baggage Loss** may be processed and paid only after the **Common Carrier** involved in the **Covered Event** has settled the **Claim** against it.

The Eligible Beneficiary must Cooperate with Us in adjusting the Claim.



## Additional Terms & Definitions

#### **Additional Terms**

### A. **Assignment**

The Baggage Insurance Plan benefits may not be assigned and any implied assignment is void.

### B. Benefit Guide

This Benefit Guide is not, by itself, a policy or contract of insurance or other contract.

The insurance benefits are provided under the Commercial Card Issuer Travel Insurance Policy issued by AMEX Assurance Company to the named Policyholder for which American Express Travel Related Services Company, Inc. participates. This Benefit Guide is a summary of benefits provided to You. All terms and conditions stated herein are governed by the Insurance Policy.

In case of a conflict between the Benefit Guide and Insurance Policy, the Insurance Policy shall control.

Who is American Express Travel Related Services Company, Inc.? It is a wholly owned subsidiary of American Express who is responsible for offering Baggage Insurance Plan benefits to eligible Card Members.

### C. Cancellation/Benefit End Date

- 1. We may cancel these benefits at any time by providing notice to You; or
- 2. Benefits will end automatically on the earliest of the following:
  - a. the date when the Eligible Account is cancelled or terminated; and/or
  - b. the date when You are no longer a **Card Member**.

Are benefits still eligible when the Card Account is no longer active? Yes, if the **Eligible Payment** is made for a **Covered Baggage Trip** prior to the effective date of the benefit cancellation.

## D. Criminal Activity/Fraud

An **Eligible Beneficiary's** right to seek or obtain Baggage Insurance Plan benefits may be cancelled due to alleged criminal activity, deceit, fraud, material misrepresentation, excessive or abusive **Claims**.



## Additional Terms (Continued)

#### E. Effective Date

Your Baggage Insurance Plan benefits take effect for eligible purchases made on and after October 1, 2020.

This Benefit Guide replaces any Baggage Insurance Plan benefit document You may have received previously for Your Additional Card Benefits. We reserve the right to change the benefits and terms of these benefits at any time.

### F. Other Insurance or Agreement

Baggage Insurance Plan is intended to Pay only for amounts not covered by any other insurance or agreement including reimbursement by Common Carrier or other supplier of travel services. We will, however, Pay applicable deductible(s) of other available coverage where doing so does not result in an over-payment of the overall Claim.

## Does this mean it is secondary coverage?

Yes, it is secondary to any other coverage which may be available to You or the **Covered Person**. Examples of coverage to which We are secondary would be any reimbursement offered/provided by the Common Carrier.

### **G. Trade and Economic Sanctions**

insurance benefits apply if providing insurance. Payment of Claims, violates law or regulation, including trade or economic sanctions.

#### **Additional Definitions**

Baggage means each Covered Person's Baggage Covered Property, which the Covered Person takes on the Covered Baggage Trip, whether to be carried-on or checked-in with the Common Carrier, including the travel bags and suitcases taken on the Covered Baggage Trip.

Baggage Covered Property means the Covered Person's tangible personal property.

Baggage Damage means physical injury to Baggage except defective workmanship, normal wear and tear and gradual deterioration.

Baggage Loss means stolen or lost Baggage.

Boarding means when a Covered Person is in the direct and immediate act of getting on and entering a Common Carrier Vehicle while on a Covered Trip.

Bona Fide Business Trip means while on assignment by or at the direction of the Sponsoring Organization to further the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the **Sponsoring Organization** during these times.

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### **Additional Definitions** (Continued)

**Common Carrier** means a business licensed to carry passengers for hire and available to the public.

**Common Carrier Frequent Flyer Miles** means a non-**American Express** award of air transportation, regardless of whether the award is referenced as frequent flyer miles, voucher, trip pass, coupon, or other awards, provided to a **Covered Person** or for which a **Covered Person** may benefit, that may be used to pay, in full or in part, or otherwise defray or reduce the costs of air transportation.

**Common Carrier Vehicle** means an air, land or water vehicle (other than a personal or **Rental Vehicle**) operated by a **Common Carrier**.

Cooperate means the Card Member and the Eligible Beneficiary (or someone acting on the behalf of the Card Member or Eligible Beneficiary) helping Us determine whether the Card Member has a Covered Event, and how much We Pay. This includes things like the Card Member submitting a Claim to Us on time, giving Us the details of what happened, providing Proof of Loss, recorded statement, or permission to obtain documents from third parties, reporting to an appropriate law enforcement agency as soon as reasonably possible, and generally doing whatever is reasonably necessary for Us to honor Our commitment to an Eligible Beneficiary, including recoveries from third parties.

**Departure Date** means the date on which a **Covered Person** is originally scheduled to leave on a **Covered Trip**.

**Domestic Partner** means legally recognized **Domestic Partner**.

**Exiting** means when a **Covered Person** is in the direct and immediate act of moving down, out, or off of the **Common Carrier Vehicle** while on a **Covered Trip**. Once the **Covered Person's** body has completely exited the **Common Carrier Vehicle**, they are no longer **Exiting**.

**Loyalty Program** means the award of points or other measures redeemable for benefits offered by the **Loyalty Program**, such as reward points earned for using a product or service.

**Replacement Cost** means the lesser of the cost (including applicable sales tax) to repair with new material or replace with property of like kind and quality as a result of a **Covered Event**.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the **Card Member** and participates in the Corporate Card and/or commercial payments account (such as business travel, defined expense, meeting, or purchasing) program offered by **American Express**.