

AMERICAN EXPRESS CARD BUSINESS TRAVEL BAGGAGE INSURANCE PROTECTION PLAN SUMMARY

Indemnity Insurance Company of North America

The Corporate Center Calle Resolución #33, Suite 500, San Juan Puerto Rico 00920

(the Company)

Group Insurance Master Policy 58US3714

American Express® Card

DESCRIPTION OF COVERAGE

The American Express Card Baggage Insurance Plan ("Plan") provides certain coverage against Loss or damage to checked and carry-on baggage of yours and Eligible Persons when Common Carrier tickets are charged to your eligible American Express Card or another eligible Account, subject to the terms and conditions set forth below.

Definitions

Certain words used in this Description of Coverage are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires.

American Express Card or Account means a Basic or Additional American Express Card, Business Travel Account, Airline Billing Account or a Treasurer's Card, and the extended payment account, if any, offered in conjunction with any of these; all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") and which is eligible for coverage under this plan.

Alighting means when an Eligible Person is in the direct and immediate act of moving down, out or off a Common Carrier while on a Covered Trip. Once the Eligible Person's body has completely exited the Common Carrier, he or she is no longer Alighting.

Baggage means each Eligible Person's personal property, including travel bags and suitcases and their contents, which the Eligible Person takes on a Covered Trip, whether to be carried on or checked with the Common Carrier.

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

Common Carrier means an air, land or water vehicle licensed to carry passenger for hire (such as planes, trains, ships, and buses). Common Carriers do not include rented or private vehicles, or hotel or other courtesy vehicles for which no fare is paid.

Covered Trip means a trip (one way or round trip) for which the Common Carrier ticket has been charged to an eligible American Express Card Account or another Account. Each Common Carrier ticket constitutes a separate Covered Trip.

Eligible Person means:

- [a] an American Express Card Member who has an American Express Corporate Card, American Express Executive Gold Corporate Card, American Express Corporate Platinum Card, American Express Business Travel Account, American Express Corporate Meeting Card issued, all which account numbers begin with 37879 or 37904; or [b] an employee (or other authorized person) of an entity which has a Business Travel Account, Airline Billing Account or Treasurer's Card issued to it by American Express and are eligible to have your Common Carrier fare charged to that Account; or [c] the spouse or dependent child

under age 23 of any Eligible Person described in [a] or [b] above; and

Loss means damaged (either broken, destructed or otherwise) or lost Baggage

Replacement Cost means the lesser of the cost to repair or replace Baggage with material or property of like kind and quality as a result of a Loss.

Description of Benefits

We will pay a benefit to an Eligible Person for a Loss up to the applicable limits on a Covered Trip on a Common Carrier and under the circumstances described below.

Carry-On Baggage Benefit

We will pay a benefit for the Replacement Cost, up to \$1,250, for each Eligible Person on a Covered Trip for Loss of carry-on Baggage. An Eligible Person is eligible for this benefit if the Loss occurs while the Eligible Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Eligible Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier while on a Covered Trip.

Checked Baggage Benefit

We will pay a benefit for the Replacement Cost, up to \$500, in EXCESS of checked baggage coverage provided by Common Carriers for each Eligible Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Common Carrier.)

Note: For New York State residents, there is a \$10,000 aggregate maximum limit for all Eligible Persons per Covered Trip.

If the Common Carrier ticket for each Eligible Person is charged in advance of going directly to the terminal to board the Common Carrier, the baggage of each Eligible person is also covered for:

- Up to \$1,250 while the Eligible Person is going directly to or leaving directly from the terminal on a Covered Trip while traveling as a passenger in a land Common Carrier (such as a taxi, bus, airport limousine) or in a scheduled helicopter operated as a Common Carrier.
- Up to \$1,250 while the Eligible person is in a Terminal for the purpose of boarding or immediately after disembarking from a Common Carrier on a Covered Trip.

Conditions

- Benefits will not be paid if, on the date of occurrence of Loss or damage or on the date of claim filing, any amount of your American Express Card or another eligible Account used to charge the Common Carrier ticket(s) for the Covered Trip is (a) unpaid for two billing periods or; (b) your American Express Card or another eligible Account is cancelled.

AMERICAN EXPRESS CARD BUSINESS TRAVEL BAGGAGE INSURANCE PROTECTION PLAN SUMMARY

2. For checked baggage, this is EXCESS coverage. The Plan only supplements a Common Carrier's liability for checked baggage up to the baggage's full value (defined as total original cost) or \$500, whichever is lower. (For example, if your Loss of checked baggage on a Covered Trip is \$2,000 and the Common Carrier reimburses you only \$1,000, the Plan will reimburse you for up to \$500.)
 3. Claims for checked baggage can be processed and paid only after the Common Carrier responsible for the Loss or damage has settled and paid for the claim against it. If the Common Carrier completely denies your claim, there will be no reimbursement for Loss or damage under this Plan unless the sole reason for denial is the specific exclusion of a particular item(s) (e.g., camera) under the Common Carrier's contract of carriage.
 4. For carry-on baggage (baggage not checked with a Common Carrier), claims will be payable on the basis of the actual cash value (actual cash value is defined as the replacement cost at the time of Loss or damage, less depreciation). Indemnity Insurance Company of North America may, at its option, elect to repair or replace the covered baggage with property of like kind and quality, subject to settlement based on actual cash value.
- For carry-on baggage, you must file a written report of the Loss or damage with a local law enforcement agency.
 - You must retain all written reports and receipts until the final claim determination has been made.
- (2) Call from Monday through Friday 8:30 a.m.- 6:00 p.m. AST 1-305-670-1974 or Email anytime at puertorico-firstnoticeoffloss@chubb.com to report your claim to the claims department and obtain a Baggage Insurance Plan Claim Form.
 - (3) Complete and sign the Baggage Insurance Plan Claim Form and return it with the documentation as requested in the claim form. Please note the following:
 - Your claim will **NOT** be processed until all these required documents are received.
 - You must return your completed claim form and required documents promptly, *but not later than six (6) months from the date of occurrence of Loss or damage, or your claim will be denied.*

Fraud

If any request for benefits made under the Plan is determined to be fraudulent or if any fraudulent means or devices are used by the Card Member or by anyone acting on the Card Member's behalf to obtain benefits, all benefits will be forfeited.

We do not provide coverage to a Card Member who, whether before or after a Loss, has:

1. concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or
2. concealed or misrepresented any fact, if the fact misrepresented contributes to the loss.

Rights of Recovery

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Card Member, to whom payment was made, has against another. That Card Member must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever else is necessary to help the Insurer exercise those rights and do nothing after loss to harm the Insurer's rights.

As a condition precedent to coverage, the Card Member is required, and has a duty to fully cooperate with the Insurer in any investigations, subrogation matters or legal proceedings by providing copies of any and all legal notices and any and all statements, including sworn statements and contributing any other papers and documents to reasonably assist in the disposition of the legal matter.

Additional information for You

This coverage is underwritten by Indemnity Insurance Company of North America ("Insurer") though this insurance policy is issued to American Express Travel Related Services Company, Inc. and its participating subsidiaries, affiliates and licensees. The Master Policy may be changed, cancelled or terminated. Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy. The Card Member can request a copy of the Master Policy by calling from Monday through Friday 8:30 a.m. - 6:00 p.m. AST 1-305-670-1974.

The Company can cancel the Master Policy for any reason including but not necessarily limited to: non-payment of premiums due to

Items With Special Limitations

Coverage for high-risk items is limited to a combined maximum of \$250 of each Eligible Person for each Covered Trip. These high-risk items include, but are not limited to, jewelry, sporting equipment, photographic or electronic equipment, computers and audio/visual equipment.

What's Not Covered

Business contents or effects; umbrellas; hats; coats; cash or its equivalent; credit cards; securities; tickets and documents; contact lenses; artificial teeth and limbs; plants and animals; household effects (items used or displayed in a household, not of a personal nature, such as silverware, art objects, bedding and linens); automobiles; motorcycles; boats or other conveyances. However, bicycles checked as baggage and coats packed in checked or carry-on baggage are covered according to the checked and carry-on baggage coverages described above.

There is no coverage for Loss or damage; caused by war, civil war or radioactive contamination; contributed to or caused by voluntary consent; or contributed to or caused by confiscation or requisition by Customs or other governmental authority.

Coverage is excluded to Card Members residing in these locations: 1) USA, Canada and Puerto Rico; 2) Countries sanctioned by the United Nations or USA or UK; 3) Guam, Northern Mariana Islands, American Samoa, Federated States of Micronesia, Marshall Islands, Palau and US Minor Outlying Islands. For Card Members residing in USA, Canada and PR, plan is underwritten by Federal Insurance Company; a member of the CHUBB GROUP OF INSURANCE COMPANIES, 15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1651.

How to File a Claim

- (1) To ensure prompt processing of your claim, you need to report any lost or damage baggage immediately, as follows:
 - For checked baggage, you must file a written report of the Loss or damage with the Common Carrier before leaving the terminal.



AMERICAN EXPRESS CARD BUSINESS TRAVEL BAGGAGE INSURANCE PROTECTION PLAN SUMMARY

the Company by the Master Policyholder; high loss experience or; the Company decision to stop underwriting this kind of insurance program. The Card Member has the right to know and/or request the grounds on which the Policy is cancelled. To that effect, the Company must provide sixty (60) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

The Master Policyholder may cancel the Master Policy by giving the company written notice of what future date the Master Policy shall be cancelled. The Master Policyholder must notify Card Members of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written

notice and to the Card Member thirty (30) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice the reason for cancellation. Cancellation of the Master Policy shall not relieve the Master Policyholder of the obligation to pay all premiums due the Company while the individual insurance remains in force under any Description of Coverage.

This Description of Coverage is an important document. Please keep it in a safe place. Although it describes the present form of insurance as it exists at the time of printing, this document is not the Policy or contract of insurance. The benefits described in this document are subject to all of the terms, conditions and exclusions of the Policy issued by the underwriter. This document replaces any prior Description of Coverage under the Policy which may have been furnished to the Card Member.