

## American Express Car Rental Loss and Damage Insurance Plan

Underwritten by:

**Indemnity Insurance Company of North America**  
**master policy holder: American Express Travel**  
**Related Services Company, Inc. Policy N°**  
**58US3775**

### Description of Coverage

Car Rental Loss and Damage Insurance provides the Cardmember, if the Cardmember is the primary renter, (as defined below) with insurance coverage for damage to or theft of most Rental Autos when the Cardmember uses the Card (as described below) to charge and pay for an auto rental from any Commercial Car Rental Company ("Rental Company") other than those located in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. Additionally no cover is provided for auto rental for a Cardmember within the same country as their billing address.

### Who Is Eligible for Coverage

You are eligible for coverage if you are an American Express International Dollar Card Cardmember.

**Commercial Car Rental Company or Car Rental Company** means any commercial car rental agency which rents Rental Autos. For the purposes of this Description of Coverage, Commercial Car Rental company means Rental Company.

### How to Activate Coverage

Coverage for theft of or damage to a Rental Auto is activated when the Cardmember:

1. presents his or her eligible Card to the Rental Company to reserve the Rental Auto, by making a reservation; or by placing a hold or deposit at the time the Rental Auto is checked out;
2. declines the full Collision Damage Waiver or similar option (CDW), or pays for a partial collision damage waiver, offered by the Rental Company;
3. is the primary renter, which is defined as the Cardmember, who is named on the written agreement with the Rental Company as the person renting and taking control and possession of the Rental Auto ("Primary Renter"); and
4. uses the Card to pay for the entire auto rental from the Rental Company at the time of vehicle return.

Coverage continues in effect while the Cardmember remains in control and possession of the Rental Auto. A Cardmember, who is physically challenged and unable to operate the Rental Auto, may be the Primary Renter if he/she is the Cardmember entering into the rental transaction.

**Note:** *Benefits will not be paid if, on the date of loss or on the date of claim filing, any amount due on your American Express International Dollar Card account is unpaid for 30 days or your American Express International Dollar Card is cancelled.*

### When Coverage Terminates

Coverage for theft of or damage to the Rental Auto terminates when:

1. the Rental Company resumes control of the Rental Auto, or 30 consecutive days after the Rental Auto was checked out, whichever is earlier;
2. the Policy is cancelled.

### Length of Coverage

Car Rental Loss and Damage Insurance covers eligible Rental Autos when rented under a written rental agreement from a Rental Company for no more than 30 consecutive days.

Note: In no event shall coverage be provided when the Cardmember rents a Rental Auto beyond 30 consecutive days from the same Rental Company, regardless of whether the original agreement is extended, or a new written agreement is entered into, or a new vehicle is rented.

Additionally, no coverage will be provided when the Primary Renter rents a Rental Auto for more than 30 consecutive days out of a 45 day period within the same geographic market/location (75 mile radius).

### What is Covered

Car Rental Loss and Damage Insurance reimburses a Cardmember for payments for damage to or theft of a Rental Auto that the Cardmember is required to make, up to the lesser of: 1) the actual cost to repair the Rental Auto, or 2) the published Book value or, if not available, the purchase invoice price of the Rental Auto minus salvage and depreciation costs, or 3) fair market commercial value of the Rental Auto. The coverage also reimburses the Cardmember for reasonable charges (those charges incurred at the closest facility that are usual and customary in the vicinity in which the loss or disablement took place) imposed by the Rental Company, such as towing, storage, loss of use (loss of use means proven loss of income to the Commercial Car Rental Company where no additional sources of income exist to offset this loss. Reasonable and customary charges are substantiated by documentation supporting loss of use such as fleet utilization logs; loss of use does not include Commercial Car Rental Company administrative fees), which the Rental Company would not have imposed had the Cardmember accepted its full CDW, or partial collision damage waiver.

Car Rental Loss and Damage Insurance covers no other type of loss. For example, in the event of a collision involving the Cardmember's Rental Auto, damage to any other driver's car or the Injury of anyone or anything is not covered.

**Note:** *This policy does not provide liability coverage for Uninsured Motorists; benefits under any Worker's Compensation law, Disability benefits law or other mandated Government Plans.*

### What EXCESS Coverage Means

Car Rental Loss and Damage Insurance is an EXCESS insurance plan. This means that this excess coverage will reimburse the Cardmember only for losses/expenses not covered by plans, such as, the Rental Company's Collision Damage Waiver or similar option (CDW), or partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, a Cardmember must first seek payment or reimbursement and receive a determination based on the stated terms of such other Plans, that any such Plans do not provide coverage before this EXCESS coverage will reimburse the Cardmember.

You are not covered for auto rental within the same country as your billing address. However, this coverage is always excess of coverage or waivers of damage provided by the Rental Company, and to any Policy (Policies) the Cardmember is insured under that provide similar coverage. No coverage is available for Rental Autos rented in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand.

### Vehicles Not Covered

Car Rental Loss and Damage Insurance does not cover rentals of:

1. expensive cars, which means cars with an original manufacturer's suggested retail price of \$50,000 or more when new;
  2. exotic cars regardless of year or value, including but not limited to Chevrolet Corvette, Toyota Supra, Mazda RX- 7, Dodge Viper and Stealth, Plymouth Prowler, Mitsubishi 3000 GT, Nissan 300 ZX, Jaguar XJS, Acura NSX, Mercedes SL, SLK, S Coupe and E320 Coupe and Convertible, BMW M3, Z3 and 8 Series, Cadillac Allante and all Porsche, Ferrari, Lamborghini, Maserati, Aston Martin, Lotus, Bugatti, Vector, Shelby Cobra, Bentley, Rolls Royce;
  3. trucks, pick-ups, cargo vans, custom vans;
  4. full-sized vans, including but not limited to, Ford Econoline or Club Wagon, Chevy Van or Sportvan, GMC Vandura and Rally, Dodge Ram Vans and Ram Wagon;
  5. vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
  6. vehicles used for hire or commercial purposes;
  7. mini-vans used for commercial hire;
- Note:** *Passenger Mini-Vans (Not Cargo Mini-Vans) with factory specified seating capacity of 8 passengers or less, including but not limited to, Dodge Caravan, Plymouth Voyager, Ford Windstar and Nissan Quest, are covered when rented for personal or business use only.*
8. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
  9. limousines;
  10. full sized sport utility vehicles, including but not limited to, Chevrolet/GMC Suburban, Tahoe and Yukon, Ford Expedition, Lincoln Navigator, Toyota Land Cruiser, Lexus LX450, Range Rover or full-sized Ford Bronco;
  11. sport/utility vehicles when driven "off-road"; and
- Note:** *Compact sport/utility vehicles, including but not limited to Ford Explorer, Jeep Grand Cherokee, Nissan Pathfinder, Toyota Four Runner, Chevrolet Blazer and Isuzu Trooper and Rodeo are covered when driven on paved roads.*
12. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Auto.

### Losses Not Covered

Car Rental Loss and Damage Insurance does not cover losses caused by or contributed to by:

1. operation of the Rental Auto in violation of the terms and conditions of the Rental Company agreement (including but not limited to losses occurring when: a person not permitted to operate the vehicle pursuant to terms of the rental agreement was in possession or control of the vehicle; or, driving the vehicle outside of the authorized rental territory);
2. leased or mini-leased vehicles;
3. costs attributed to the Commercial Car Rental Company's normal course of doing business;
4. intentional damage;
5. illegal activity, such as losses where the Rental Auto was used for, or involved in illegal activity or felony;
6. pre-existing conditions, damage or defect;
7. being under the influence of intoxicants or drugs;
8. war or military activity;
9. radioactivity;
10. confiscation by authority;

11. wear and tear, including gradual deterioration;
12. damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such damage results from a theft covered by the Policy;
13. theft of or damage to tires (flats or blowouts), unless damaged by fire, malicious mischief, vandalism, or stolen, unless the loss is coincident with and from the same cause as other loss covered by the Policy; and
14. off-road operation of the vehicle.

Car Rental Loss and Damage Insurance does not cover, and benefits will not be paid for:

1. sales tax related to repair of damages, unless reimbursement of such sales tax is required by law;
2. damage to any vehicle other than the Rental Auto;
3. damage to any property other than the Rental Auto, owner's property, or items not permanently attached to the Rental Auto;
4. the Injury of anyone or anything;
5. expenses assumed, waived or paid for by the Rental Company or its insurer;
6. expenses covered by the Cardmember's personal auto insurer, employer or employer's insurer, or authorized driver's insurer;
7. value added tax or similar tax, unless reimbursement of such tax is required by law;
8. any Rental Auto used for hire or commercial purposes; and
9. depreciation, unless reimbursement for depreciation is required by law.

#### How to File a Claim

A Cardmember must notify the Car Rental Loss and Damage Claims Unit toll free at 877-581-8117 Monday to Friday from 8:30am EST to 5:00pm EST, within 48 hours or as soon as reasonably possible following a loss.

A representative will answer any questions a Cardmember may have and will send the Cardmember a claim form with instructions. Complete and sign the claim form. Written proof of loss, which includes the claim form and all other requested documentation (listed below), must be received within 60 days following the date of the damage or theft by: American Express Car Rental loss and Damage Claims Unit, c/o: United Financial Adjusting Company, PO Box, 94729, Cleveland, Ohio 44101- 4729. If the proof of loss and other documentation is not received within 60 days of the date of loss, coverage may be denied.

Required documentation may consist of, but is not limited to:

1. our signed and completed claim form;
2. an itemized repair bill;
3. a copy of charge slip for the rental of the Rental Auto, Rental Auto contract or machine generated receipt to show rental was charged and paid for with the American Express International Dollar Card;
4. a police report (if applicable);
5. photos of the damaged vehicle, if available;
6. a copy of the Cardmember's, authorized driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
7. a copy of all claim documents and correspondence, provided by the Car Rental Company;
8. a copy of the Rental Company's utilization log;
9. a copy of the driver's license of the Cardmember and/or authorized driver, unless the driver's license number shows on the rental agreement;
10. a copy of the written rental agreement, front and back, which documents when the Rental Auto was checked out and checked in; and

11. information pertaining to other available insurance coverage(s).

Cardmember cooperation with issues related to their benefits is required. If all required documentation is not received within 180 days of the date of loss (except for documentation which has not been furnished for reasons beyond the Cardmember's control), coverage may be denied.

#### How Benefits Are Paid

All Car Rental Loss and Damage Insurance payments reimbursable under the policy are payable to the Cardmember; except that payment may be made, at the discretion of the Insurer, jointly to the Cardmember and the Commercial Car Rental Company when the Car Rental Company has not been reimbursed for the covered loss or damage, or the Cardmember has not validly assigned his/her payments to the Rental Company or any other party.

#### Rights of Recovery

In the event of a payment under this Policy, the Insurer is entitled to all the rights of recovery that the Cardmember, to whom payment was made, has against another. That Cardmember 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.

When a Cardmember or Commercial Car Rental Company has been paid damages under Policy, No. BDA101, and also recovers from another, the amount recovered from the other shall be held by that Cardmember or Commercial Car Rental Company in trust for the Insurer and reimbursed to the extent of the Insurer's payment.

As a condition precedent to coverage, the Cardmember 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.

The master policyholder and insurer agree that this policy is intended for administrative purposes only and that the Insurer will not actually process any premiums or claims. Additionally the master policyholder will hold the Insurer harmless and fully indemnify the Insurer for any liability arising under this policy which will be the responsibility of the master policyholder or their appointed claims representatives.

#### Additional Information for You

In respect of this coverage given to International Dollar Card members with a billing address located outside the U.S.A. (the U.S.A. is deemed to include the U.S. Virgin Islands and Puerto Rico) coverage is underwritten by **Indemnity Insurance Company of North America**. The Policy may be changed or terminated.

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 Cardmember.

### **\$500,000 - American Express Travel Accident Insurance**

Underwritten By **Indemnity Insurance Company of North America** (Herein called the "Company")

#### Description of Coverage

**Covered Persons:** A person shall be a Covered Person under the Master Policy No. BDA002 (the "Policy") only if:

1. he or she is: **a.** a Basic or Supplemental Cardmember who has the International Dollar Platinum Card issued by American Express Travel Related Services ("American Express") in his or her name; or **b.** the legally married spouse or Dependent Child under age 23 of any eligible person described in a) above.

For the purpose of this Policy, a common law marriage is not considered a legal marriage. Dependent Child means a legally dependent child, including a stepchild or legally adopted child of any eligible person described in a) or b) above; and who is wholly dependent on such eligible person(s) for financial support.

#### Benefit Amounts

##### Table of Losses

Loss of Life	\$500,000
<i>Dismemberment</i>	
Loss of both hands or both feet	\$500,000
Loss of one hand and one foot	\$500,000
Loss of entire sight of both eyes	\$500,000
Loss of entire sight of one eye and one hand or one foot	\$500,000
Loss of one hand or one foot	\$250,000
Loss of entire sight of one eye	\$250,000

The Company will pay the applicable benefit amount if a Covered Person suffers a Loss from an injury while coverage is in force under the Policy; but only if such Loss occurs within 100 days after the date of accident which caused the injury. Benefits will be paid for the Greatest Loss. In no event will the Company pay for more than one Loss sustained by the Covered Person as the result of any one accident.

**Injury** means bodily injury which:

1. is caused by an accident which occurs while the Covered Person's insurance is in force under the Policy; and 2. results in Loss Insured by the Policy; and 3. creates a Loss due, directly and independently of all other causes, to such accidental bodily injury.

**Loss** as used above with reference to hand or foot means complete and permanent severance through or above the wrist or ankle joint, and as used with reference to eye means the irrecoverable loss of the entire sight of such eye.

#### Maximum Indemnity for Covered Person

In no event will multiple American Express Cards obligate the Company under the Policy in excess of the highest amount payable under one such Card, as stated in the Benefits Amounts, for any one Loss sustained by any one individual Covered Person as a result of any one accident. For the purpose of the policy, unless otherwise specified, American Express® Card shall include the Personal Card, Gold Card, Corporate Card, Treasurers Card, Business Travel Account, Platinum Card, Gold Corporate Card, Credit Card, Commercial Account, Gold Membership Miles and other American Express Cards or Accounts as may be introduced worldwide. No person will be eligible for benefits under the Treasurers Card of Business Travel Account eligibility class unless the fare for a trip he or she takes is actually charged to the Treasurers Card or Business Travel Account.

#### Description of Benefits

**Common Carrier Benefit:** This benefit is payable if the Covered Person sustains an injury as a result of:

a. an accident which occurs while riding solely as a passenger in or boarding or alighting from

a Common Carrier Conveyance for a Covered Trip; or b. being struck by such Common Carrier Conveyance

**Common Carrier Conveyance** means an air, land or water vehicle (other than a rental vehicle) operated by a common carrier licensed to carry passengers for hire (including taxis).

A trip is a **Covered Trip** if:

1. it is a trip taken by the Covered Person between the Point of Departure and the Final Destination as shown on the Covered Person's ticket; and 2. the Covered Person's entire fare for such trip has been charged to the American Express International Dollar Platinum Card prior to any injury.

#### **Additional Benefits**

**1. Airport Transportation Benefit:** If a Scheduled Airline ticket is purchased for a Covered Trip prior to the covered Person's departure for the airport, this Benefit is payable if the covered Person sustains injury while riding as a passenger in a land Common Carrier Conveyance, rental car or a scheduled helicopter operated as a Common Carrier Conveyance, but only: a. when going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or b. when leaving directly from an airport after alighting from an aircraft from a Covered Trip.

**Scheduled Airline** means an airline listed in the Official Airline Guide or ABC World Airways Guide where the air carrier holds a certificate, license 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.

**2. Airport Premises Benefit:** If a Scheduled Airline ticket is purchased for a Covered Trip prior to boarding, this Benefit is payable if the Covered Person sustains any injury while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding, or immediately after alighting from, an aircraft from a Covered Trip.

#### **Exposure and Disappearance**

If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in disappearance, sinking or wrecking of a Common Carrier Conveyance, and as a result of such exposure, the Covered Person suffers a Loss for which benefits are otherwise payable under the Policy, such Loss will be covered under the Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results in the disappearance, sinking or wrecking of a Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered Loss of Life as a result of injury covered by the Policy.

#### **Coverage Requirements**

A Covered Person will be fully insured for benefits under the Policy while taking a trip on a Common Carrier Conveyance only when the entire fare has been charged to the American Express International Dollar Platinum Card. However, in no event will a person be insured under the Business Travel Account eligibility class unless the fare for the trip he or she takes is actually charged to the Business Travel Account.

#### **On-Board Ticketing**

In the event of a Covered Person suffers a Loss on-board a Scheduled Airline flight for which the airline sells tickets onboard the flight and the

Covered Person has not purchased his or her ticket by changing the ticket to an American Express Card prior to boarding the flight, then the Company will evaluate and pay such Loss where it can be established that no other form of payment was used for the flight in question.

However, a flight is not a Covered Trip under a Business Travel Account eligibility class unless the fare for such trip has actually been charged to the Business Travel Account prior to the flight.

**Premium** The premium for this coverage is paid for by American Express.

#### **Exclusions**

The Policy does not cover any Loss caused or contributed to by (1) suicide or self-destruction or any attempt threat; (2) war or any act of war whether declared or undeclared; (3) injury to which a contributory cause was the commission of or attempt to commit, an illegal act by or on behalf of the Covered Person or his or her beneficiaries; (4) injury received while serving as an operator or crew member of any conveyance.

#### **Claims**

Notice of claim must be given to **Indemnity Insurance Company of North America**, by phone at 1-305-670-9935 or by fax at 1-305-670-9583, within 20 days after the occurrence or commencement of any Loss covered by the Policy, or as soon thereafter as reasonably possible. Benefits will be payable upon receipt of due written proof, as required by the Company, of a legitimate covered Loss.

#### **Payment of Claims**

Benefits will be paid to the surviving person or equally to the beneficiaries in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. the Covered Person's spouse; 2. his or her children, including legally adopted children; 3. his or her parents; 4. his or her brothers or sisters; 5. his or her estate.

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy. Any amount payable to a minor may be paid to the minor's legal guardian. Benefits for all other Losses sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the beneficiaries.

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

### **Platinum Travel Assistance**

At American Express we understand that added peace of mind is key when you travel. That's why we have partnered with AXA to provide American Express International Dollar Card Platinum Card Members with Travel Assistance benefits and services that accompany you and your eligible Additional Card Members on your journeys.

#### **Medical Assistance**

Should you have a medical emergency while traveling, Platinum Travel Assistance can provide you with medical assistance in consultation with local treating physicians. Medical visits to your hotel can also be arranged, depending on the circumstances and the resources available in each country. This assistance includes the following benefits per trip:\*

- Emergency medical transportation up to US\$100,000\*<sup>1</sup>
- Emergency medical services up to US\$250,000\*\*<sup>2</sup>
- Emergency dental treatment up to US\$1,000
- Prescription expenses up to US\$1,000
- Hospitalization arrangements
- Surgical Intervention
- Medical monitoring
- Intensive Therapy or Coronary Care
- Emergency Message Relay

\*While traveling more than 100KMs away from home in the same country of residence, only the emergency medical transportation service is available.

\*<sup>1</sup>Emergency medical transportation due to COVID-19: included within the expenses for emergency medical transportation. Subject to the Terms and Conditions of the service herein.

\*\*<sup>2</sup>Emergency medical services due to COVID-19: included within the expenses for emergency medical services. Subject to the Terms and Conditions of the service herein.

#### **Legal Referral and Assistance**

Platinum Travel Assistance can put you in contact with a lawyer in the country in which you are traveling. Should you need legal defense, Platinum Travel Assistance will provide legal assistance in the form of advanced legal and bail fees, up to US\$10,000 per trip. All legal assistance funds advanced will be charged to your Platinum Card account automatically.

#### **Baggage Assistance and Compensation**

In the event that your checked baggage is lost by a commercial carrier, Platinum Travel Assistance will make every effort to track down your missing luggage and keep you posted on their progress. Should Platinum Travel Assistance not be able to recover your luggage, you will be reimbursed up to a maximum of US\$1,200 per trip.

#### **General Definitions**

##### **Platinum Travel Assistance**

For purposes of these terms and conditions, the following terms shall be defined as follows:

**"COVID-19"** means Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation of SARS-CoV-2.

**"Dependent Children"** means a Card Member's natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or step-child (including the child of a Domestic Partner) and who, in each case, is under age 26 and supported by the Card Member. A Dependent Child who reaches the age limit but continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Card Member for support and maintenance.

**"Domestic Partner"** means each of two people, one of whom is a Card Member, are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be: 1. 18 years of age or older;

2. unmarried;
3. the sole domestic partner of the other;
4. sharing a primary residence with the other; and,
5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

**"Family Member"** means any of the following: a Card Member's legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.

**"Hospital"** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state or legal jurisdiction in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered

graduate nurse (RN) always on duty and with a laboratory and X-ray facility; or (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**"Hospitalization/Hospitalized"** means being admitted as an inpatient after Card Member's initial visit in the emergency room.

**"Illness"** means a sudden and unexpected sickness that manifests itself during the Card Member's Trip and which requires Hospitalization.

**"Injury"** means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during the Card Member's Trip and which requires Hospitalization.

**"Physician"** means a physician or dentist (a) other than a Card Member or a Family Card Member, (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

**"Card Member"** means the holder of an American Express International Dollar Card Platinum Card which is active and in good standing; Additional Card Members (as defined in the Cardmember Agreement); Domestic Partners and Dependent Children.

**"Trip"** means any scheduled trips, tours or cruises for which a Card Member is traveling outside their country of residence or within their country of residence more than 100 KMs from their place of residence. The Trip shall begin on the Card Member's departure and shall end on the earliest of the following:

- 1) The date the Card Member returns to his or her permanent residence; or
- 2) The date the Trip exceeds 120 days.

**"Vehicle"** means a ground vehicle such as a car, truck, van, travel trailer or motor home operated by a Card Member.

The Travel Assistance services are provided by AXA Assistance USA, Inc. ("AXA"), an AXA Group company, are given the name of Platinum Travel Assistance and are valid only for American Express International Dollar Platinum Card Members or the eligible Additional Card Members. The Platinum Travel Assistance services will be valid only during the time in which the American Express Platinum

Card account is active and in good standing. The use of the Platinum Travel Assistance Service implies that the basic Card member understands and accepts the following **General Conditions**. The following general terms and conditions are in effect when services are provided by AXA and/or vendors and providers through which services are coordinated on behalf of the Card Member while traveling outside of his or her country of permanent residence or when 100 KMs away from home.\*

The services provided by AXA are restricted to emergency situations that arise directly and independently of all other causes, resulting in external bodily injury, of violent and/or accidental means or of a medical condition which is sudden, unanticipated and urgent which requires immediate medical or surgical evaluation or treatment to provide relief of acute pain and suffering.

Platinum Travel Assistance is not insurance. Services may not be available in countries where the US Department of State has current travel warning issued or in countries where

the US Department of the Treasury's Office of Foreign Assets Control (OFAC) has active economic or trade sanctions or that are subject to other applicable trade or economic sanctions, laws and regulations. The Card Member should consider the restrictions on services related to international laws on sanctions before planning the trip. Additionally, no services will be available in any country or territory where the existing infrastructure is deemed inadequate by AXA to guarantee service. Should the Card Member have doubt about the availability of service at their intended travel destination, they may contact AXA to verify at Toll free +1(800) 575-3311 in the

U.S.A. or Call collect +1(312)-935-3672 from any other locations worldwide.

#### **General Conditions for Overseas Travel Assistance**

**I.1. Card Member Benefits:** All basic and/or eligible additional Card Members of an American Express Platinum Card will be considered eligible to receive this service, subject to the terms and conditions stated herein.

**I.2. Residence of Eligible Card Member:** Card Members must have his/her permanent address of residence within one of the following countries in the Latin American and Caribbean region in order to be eligible for the services described herein. Anguilla, Antigua, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, Brazil, Cayman Islands, Chile, Colombia, Costa Rica, Curacao, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mexico, Nicaragua, Panama, Paraguay, Peru, St. Barths, St. Croix, St. Kitts, St. Lucia, St. Maarten, St. Thomas, St. Vincent, Suriname, Tortola, Trinidad & Tobago, Turks & Caicos, Uruguay, Venezuela. Card Members whose permanent address of residence is in Spain or Switzerland are not eligible for Centurion Travel Assistance

**I.3. Term of Benefit:** Benefit limit for any travel outside of the permanent address of residence within a country listed in I.2, "Residence of Covered Card Members" is up to 120 days per trip, although the number of foreign trips is unlimited. The effective date of the Card Membership must be prior or equal to the beginning date of any trip.

**I.4. Scope of Benefits:** AXA's services are available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict or in those countries and territories where the existing infrastructure is deemed inadequate by AXA to guarantee service. The Card Member should contact AXA prior to embarking on an eligible trip to confirm whether or not services are available at his/her destination(s).

**I.5. Card Member's Obligations:** In order to be eligible for assistance services, the Card Member must: I.5.a. Immediately notify AXA before incurring any expense related to the emergency. If due to the circumstances, AXA cannot be notified immediately, the Card Member must still notify AXA within 48 hours of incurring expenses. I.5.b. Indicate his/her name, age, American Express Card number and validity dates, international date of departure, as well as his/her current location and phone number. I.5.c. Describe the nature of the emergency or his/her problem encountered and the type of assistance needed. I.5.d. Adhere to the solutions proposed by AXA, or its agents on sight. I.5.e. Allow the AXA Medical Department or Assistance coordinators, access to complete medical history. I.5.f. In the case of an eligible event requiring assistance under the benefit, the Card Member shall provide to AXA any original invoice or receipt of any expenses including

the identity of who rendered the service received. I.5.g. In the event AXA takes in charge the expenses of a trip, the Card Member must keep the unused portion of the original ticket.

#### **Travel Assistance Services Included**

**II.1.** In the case of a medical emergency or sudden illness which occurs outside the Card Member's country of residency and impedes the completion of the trip, AXA must be advised about the incident as soon as possible, so it will coordinate the necessary contacts through the AXA Medical Department. The services include: II.1.a. Medical Assistance: Coordinated through the AXA Medical Department, consultation with specialists or at home visits may be arranged, as dictated by the circumstances and resources available in each country. II.1.b.

Additional Services: Radiology, special examinations, tests required by AXA, its agents or the AXA Medical Department. II.1.c. Hospitalization: Coordination of arrangements for a Card Member's hospitalization in the most adequate health facility or in a hospital closer to the Card Member's residence, as deemed necessary by the AXA Medical Department. II.1.d. Surgical Intervention: Coordination of arrangements for surgery when deemed necessary by AXA Medical Department., its representatives,

and/or the treating physician. II.1.e. Intensive Therapy or Coronary Care: These services may be arranged when deemed necessary by the AXA Medical Department in conjunction with a treating physician. II.1.f. Dental Assistance: Accidental injury to sound, natural teeth, which requires immediate treatment for the temporary relief of acute pain and suffering. Dental services are available to the Card Member up to a maximum amount of US\$1,000 per trip or its equivalent in local currency per trip. Any dental prostheses or orthodontic treatment which is not related to an accidental injury is excluded. II.1.g. Prescriptions: AXA shall reimburse the Card Member up to a maximum amount of US\$1,000 per eligible trip, or its equivalent in local currency per trip, for out-of-pocket prescription expenses relating to an eligible illness or eligible accident.

II.1.h. Medical Transportation (Evacuation/Repatriation): If AXA's designated physician determines that the Card Member must be transported to another medical facility to receive medical care, then AXA will arrange and pay for the transfer. AXA's designated physician will make the final decision regarding the date, time and means used to transport the Card Member. The medical evacuation maximum amount is limited to an aggregate of US\$100,000 per Card Member or its equivalent in local currency per trip. If upon completion of emergency medical treatment at the local facility it is medically necessary to transport the Card Member to his or her country of permanent residence, AXA will make all arrangements pay the cost of the transport. Note: The Card Member will be assisted as described above, even as a consequence of COVID-19, subject to the limitations and exclusions described herein: in the section "Exclusions"

II.1.i. **Emergency Medical Expenses:** The maximum amount of eligible emergency medical services payable per Card Member per eligible incident are: US\$250,000 or its equivalent amount in local currency, per trip.

Note: the Card Member will be assisted as described above, even as a consequence of COVID-19, subject to the limitations and exclusions described in the section "Exclusions".

**II.2 Legal Assistance:** If a Card Member is involved in an accident while overseas and needs legal defense, AXA will advance legal and bail fees up to an aggregate per trip of US\$10,000 or its equivalent in local currency. All funds advanced by AXA will be automatically charged to the Card Member's American Express Platinum Card. **II.3. Emergency Message Relay:** AXA will transmit urgent messages to the Card Member's family member in the home country in emergency situations. **II.4. Baggage Retrieval:** If the Card Member loses baggage that was checked and in the possession of a commercial carrier, AXA will utilize all reasonable means to track down the missing luggage and to update the Card Member.

**II.5. Lost Baggage:** In the event that the Card Member's checked baggage is lost by a common carrier and AXA is not able to recover it, AXA will proceed to reimburse the Card Member provided that the following conditions are met: **II.5.a.** That the baggage has been lost by a common air carrier during an international trip between two countries.. **II.5.b.** The Benefit applies to total loss of luggage, and to the entire piece of luggage. **II.5.c.** Eligible luggage is that which is booked on the same flight, bus, train, or cruiseship as that of the Card Member. A formal declaration of loss must be filed with the common carrier. Forms must include flight number, vessel number and/or bill of lading and baggage check number. AXA will verify validity of all documentation to determine if benefit applies. **II.5.d.** That the baggage was lost from the time it was formally entrusted to the commercial carrier for transport to the moment the Card Member went to retrieve it at the baggage claim. **II.5.e.** The responsible airline or common carrier must have accepted the responsibility for loss, and has paid the Card Member corresponding compensation. The Card Member must submit original documents referring to payment of the compensation provided by the responsible airline in order to receive complementary compensation from AXA. **II.5.f.** The compensation described in II.5 of this chapter will complement the difference of the compensation offered by the responsible airline or common carrier. The compensation including that one of the airline will not exceed US\$60 per kilo (to the total weight of the lost baggage) and up to a maximum of US \$1,200 or its equivalent amount in local currency, per trip.

In case you need assistance, please call: Toll free at 1-866-627-8440 in the U.S.A. only or collect call 1-954-503-4432 from other locations worldwide. Note: While traveling more than 100KMs away from home in the same country of residence, only the emergency medical transportation service is available.

**II. 6. Reimbursement of Claims:** In case that the Card Member cannot contact AXA due to a justified event, or circumstances related to force majeure, and Card Member is unable to comply with the requirements detailed in I.5.a of this document regarding notice, AXA will evaluate the case for possible reimbursement of any emergency medical expenses, as long as the Card Member complies with the following conditions:

**II.6.a.** Notification: Notify AXA before incurring any expense related to the emergency. If due to unusual circumstances, AXA cannot be notified immediately, Card Member must continue to put forth effort, and notify AXA within 48 hours of incurring expenses, or receiving treatment.

**II.6.b.** Describe the nature of the emergency or his/her problem encountered and the type of assistance received.

**II.6.c.** Supply AXA with a fully completed Claim Form, and all medical information required, including authorized permission for release of medical information to AXA or its designated agent. Claim submission must also include a copy of his / her travel tickets, original receipts for which he/she is seeking reimbursement,

and other documents requested by AXA. The aforementioned documentation must be received by AXA

no later than 90 days from the date the assistance took place. Claims received after 90 days shall not be honored.

**II.6.d.** In the event AXA will reimburse expenses incurred during your trip, All reimbursements will: (1) be made by check in U.S. Dollars calculated at the exchange rate in effect on the date the services were originally provided; (2) be in accordance with the limits established in Section II of this Agreement; (3) be made within thirty (30) days following the completion of all conditions described in the preceding paragraphs; and (4) not to exceed under any circumstances the usual and customary medical fees in effect in each country on the date documents are presented for reimbursement

#### Exclusions

I. Under no circumstances will AXA provide assistance, or reimbursement, for any of the following

1. Any chronic illness or medical pre-existing conditions which existed prior to or upon departure from the country of permanent residence, its consequences or related consequences, and/or any relapses or periods of convalescence

2. Any disease or illness resulting from travel during a period of time when a treating doctor has advised the patient not to travel, or occurring during the overseas treatment of a pre-existing illness.

3. Any complications, side effects or relapses resulting from treatment received prior to the initial date of the trip.

4. Treatment, complications, or side effects resulting from the ingestion of drugs for mental or nervous conditions. Treatment of mental illness or nervous disorders.

Consultation and treatment ordered by a psychiatric doctor.

5. Illness, injuries, expenses or accidents resulting from the use of narcotics, drugs, alcohol, or nonprescription medication.

6. Treatment for alcoholism or drug addiction, and any complication arising from these conditions, including but not limited to alcoholism and drug addiction treatment services or programs.

7. Any complication due to pregnancy, childbirth, or abortion, including those occurring during the first trimester of pregnancy.

8. Treatment of any self inflicted-illness or injury such as: suicide or attempted suicide, and any consequences thereof, while sane or insane.

9. Treatment of and/or complications due to Human Immune Deficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or any treatment as a result of sexually transmitted diseases.

10. Chiropractic treatment; homeopathic treatment; acupuncture; occupational therapy; physical therapy

11. Any treatment or service provided by rehabilitative treatment institutions or centers, geriatric care institutions or centers, and institutions which are not hospitals, including but not limited to thermal baths, spas, and hydro-therapy clinics.

12. Treatment of accidental injuries or illness resulting from the practice of a professional sport, or any sport which could be life-

threatening to the Card Member. Whether injury may be due to irresponsibility, lack of knowledge, or lack of experience on the part of the Card Member, including but not limited to: hang-gliding, skydiving, parasailing, whitewater rafting, driving unlicensed off-road vehicles, mountain climbing, equestrian sports, winter sports if not practiced within resorts and under normal security conditions, auto racing and motorcycle racing and any other type of racing other than on foot, and underwater activities.

13. Any dental or orthodontic treatment which is not related to an accidental injury.

14. Examinations or diagnostic tests which are part of a routine physical exam; scheduled treatment, including but not limited to: vaccinations, routine eye and ear exams, optometry and correction of vision

15. Cost of eyeglasses, contact lenses, hearing aids, dentures, prosthetics or any maintenance or adjustment of these, or the purchase or rental of humidifiers, atomizers, walkers or canes, inhalers, exercise equipment or any similar equipment.

16. Plastic and cosmetic surgery except for reconstructive surgery resulting from an eligible accident or illness.

17. Organ transplants or the transportation thereof.

18. Foot treatments, including but not limited to corns, calluses, flat feet, weak arches, congenital deformations, and any type of shoe insert.

19. Treatment of sexual dysfunction or insufficiencies. Services or provisions related to male or female sterilization. Services or provisions related to birth control.

20. Any treatment that is not related to an accident or a sudden and acute medical emergency which occurred while the Card Member was traveling outside of home country and primary residence.

21. Any service or provision received which is related to weight control or the treatment of obesity, whether in the form of diet, liquid injection, medication, or surgery of any kind.

22. Treatment of any illness, accidental injury, or expenses resulting, directly or indirectly, from the Card Member's involvement in wars, revolutions, civil upheavals, conspiracies, riots, public disturbances, or any illegal or criminal activity by the Card Member as a principal, accessory, or in any other role, including but not limited to physical fights initiated by the Card Member.

23. Hotel, restaurant, or taxi expenses incurred by the Card Member.

24. Any treatment and/or medical expenses incurred

after the termination of the Card Member's eligible trip, regardless of any relation they have to accidental injuries or illness which manifested themselves or were diagnosed while the Card Member was traveling.

25. Work related illness or its consequences

26. Any treatment or service which is not specifically

stated as a benefit under this service Agreement

27. Circumstances resulting from or in any way related to force majeure, such as strikes, acts of sabotage, civil or international wars, revolts, terrorism, etc.

28. Medical record fees.

29. Services will not be approved for any cost incurred after the Card Member has abandoned a medical center against recommendation or without proper discharge from the treating physician.

30. Baggage loss occurring during domestic connections on international flights, as well as losses of luggage by those individuals who do not have the right to transportation of baggage.

31. Travel undertaken for the specific purpose of securing medical treatment.

32. In addition to the above exclusions, emergency medical assistance requested as a result of COVID-19 will be excluded if: - The Card Member is traveling to a country, specific region or event where the World Health Organization (WHO) or any regulatory authority in the country from / to which the Card Member has been advised against traveling. - The expenses are directly or indirectly related as a result of the Card Member not having obtained the recommended vaccines, inoculations or medications before the trip. - The expenses are related to any regulation or migratory request from local authorities either from the place of origin or destination (such as but not limited to: check-ups, Covid-19 tests, PCR, etc).- The Card Member has or suspects a positive Covid-19 diagnosis and travels disregarding travelling advice indications.

#### **Subrogation:**

I.1 The Card Member yields and transfers in favor of AXA the totality of the rights and actions that correspond to the first, against who is responsible for the facts that are cause of the services rendered by AXA. As a result of this cession of rights and actions, AXA is subrogated in the rights and actions of the Card Member up to the total amount of the cost of the services rendered by this one.

I.2 The Card Member yields and transfers in favor of AXA the totality of the rights and actions corresponding to the first one when the cost of the services that renders AXA were totally or partially covered by an insurance, a social work and/or a prepaid medicine system to which it is adhered the Card Member. As a result of this cession of rights AXA will take the necessary actions to recover totally or partially the cost of the services rendered and of their accessories.

I.3. The Card Member is committed to grant the legal actions and to make the necessary proceedings, managements and diligences so that the anticipated cessions and consequence subrogation in points I.1. and I.2. of this chapter are totally effective. It will grant these acts in a non greater term of 7 days, to start off that such they are solicited to him by AXA.

I.4. In case the Card Member does not complete in term the obligations anticipated in the point I.3. of this chapter, AXA will be able to drive against the same one, trying the collection of the suitable thing.

I.5. The Card Member will be able to be against the position of AXA carrying out reclamations to third with no need presenting their reasons for it, in as much loses interest to the mentioned AXA of the sums that this one had come to protest.

#### **I. Exceptional Circumstances:**

AXA will not be responsible for any circumstances resulting from or in any way related to force majeure, such as strikes, acts of sabotage, civil or international wars, revolts etc., under which circumstances it would be impossible to provide the services herein described. Under such circumstances AXA will try to accommodate and prove service as quickly as possible.

1. In the event a Card Member claim is denied because all obligations within the program agreement have not been met, the Card Member will be responsible for all incurred expenses.
2. All agents and direct agents / or service providers designated by AXA, are indemnified from legal action by the Card Member.
3. AXA can demand payment from the Card Member for any reimbursement of expenses paid for services rendered wrongfully or unjustly. The reimbursement shall be returned in the same monetary value in which they were paid or in its

equivalent amount value in \$US, of the rate dated effective as the date in which they were paid.

4. Limitation of Actions: No suit, action or other legal proceeding shall be initiated after two (2) years following the effective date of the Card Jurisdiction: Any controversy resulting from services provided by AXA will be considered under the jurisdiction of the Latin American or Caribbean country in which the Card Member resides.

#### **Platinum Travel Assistance**

In case of Emergency assistance, please call: Toll free at +1(800) 575-3311 in the U.S.A. or Call collect +1(312)-935-3672 from any other locations worldwide.

### **Extended Warranty**

**Underwritten by: Indemnity Insurance Company of North America. Administrative Office, The Corporate Center 33 Resoluci3n Street, Suite 500 San Juan, Puerto Rico 00920-2707**

**Master Policy holder: American Express Travel Related Services Company, Inc. Policy N° 58US3763**

#### **DESCRIPTION OF COVERAGE**

Extended Warranty will extend the terms of the Original Warranty for a period of time equal to the duration of the Original Warranty, up to one (1) additional year on warranties of five (5) years or less that are eligible in a Covered Territory (see Description of Benefits Section). The coverage provided under this benefit is EXCESS of other sources of indemnity.

#### **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.

**Account** means Your American Express International Dollar Card (IDC) Platinum Card Account.

**Cardmember** means any individual who has been issued an American Express IDC Platinum Card and who has an American Express Card Account.

**Company** means Indemnity Insurance Company of North America and its duly authorized agents.

#### **Covered Product(s) means a product which:**

1. is purchased by You in full using Your American Express Platinum Card;
2. is purchased new (i.e. it must not have been used in any way prior to the time of purchase);
3. is purchased with an original manufacturer's serial number;
4. is covered under an Original Warranty;
5. is only used wholly for personal, domestic or non-commercial purposes;
6. has a purchase price of less than or equal to \$1,000 (including sales tax).
7. is purchased within a Covered Territory; and
8. is not specified under Section - Purchases Not Covered.

**Covered Territory** means the 50 States of the United States of America, District of Columbia Commonwealth of Puerto Rico and the Virgin Islands of the United States.

**Current and in Good Standing** means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date in which the claim is payable.

**Loss** means the Covered Product malfunctions

which necessitates the repair or replacement of any one product, as covered by the terms of that product's Original Warranty which is valid in a Covered Territory when the expense of the purchase, whether for Your use or as a gift, has been charged to Your Account.

**Master Policyholder** means American Express Travel Related Services Company, Inc.

**Original Warranty** means a manufacturer's written warranty that does not exceed five (5) years and is applicable within a Covered Territory to the Covered Product.

**Plan** means the Policy and the benefits described therein.

**Policy** means the Group Insurance Master Policy issued to American Express Travel Related Services Company, Inc.

**We, Us, Our** means the Company.

**You, Your** means the Cardmember.

#### **DESCRIPTION OF BENEFITS**

Where a Loss has occurred during this Plan's extended warranty time period of up to one (1) additional year, We will provide a benefit equal to the coverage of the Original Warranty on warranties of up to five (5) years. We will pay up to the actual amount charged to Your Account for the Covered Product for which a Loss is claimed, but not to exceed \$1,000. If the Covered Product also is covered by a purchased service contract, this Plan's extended warranty time period begins at the end of the service contract and extends the Original Warranty for a period of time equal to that warranty, up to one (1) additional year. If the combined coverage of the Original Warranty and the purchased service contract exceed five (5) years, the Covered Product purchased is not eligible under this Plan and no coverage applies.

Extended Warranty does not reimburse for shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges.

If You experience more than one Loss in a calendar year, We will pay an amount not to exceed \$50,000 for all Losses in a calendar year. Our benefit payment will not include any product rebates, discounts or money received from the lowest price comparison programs that reduced the original cost of the property.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

Only a Cardmember has a legal and equitable right to any insurance benefit that may be available under this Plan.

#### **EXCLUSIONS**

Benefits are not payable if the Loss for which coverage is sought was directly or indirectly wholly or partially, contributed to or caused by:

1. any physical damage, including, but not limited to, damage as a direct result of natural disaster or a power surge, except to the extent the Original Warranty covers such damage;
2. mechanical failure covered under product recall; or
3. fraud or abuse or illegal activity of any kind by the Cardmember.

#### **PURCHASES NOT COVERED**

The following are not covered:

1. products covered by an unconditional satisfaction guarantee;
2. motorized vehicles (including, but not limited to, passenger cars, trucks, motorcycles, boats, airplanes) and their parts, subject to high risk, combustible, wear and tear or mileage stipulations (including, but not limited to, batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
3. motorized devices and their parts used for agriculture, landscaping, demolition or construction;
4. motorized devices and their parts which are permanent additions or fixtures to a residential or commercial building;
5. business fixtures, including, but not limited to, air conditioners, refrigerators, heaters;
6. land or buildings;
7. consumable or perishable items;
8. animals or living plants;
9. more than one article in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;
10. items still under installment billing; and
11. additional service contract or extended warranty coverage for a computer, computer component or part that You buy which already comes with an Original Warranty, unless such coverage is provided and administered by the original manufacturer.
12. items purchased for resale, professional, or commercial use.
13. any toys and games of any description including but not limited to computerized, mechanical or electronic toys and games.
14. real property or movable fixtures or fittings which are intended to become part of a real property purchase.

#### **CLAIMS PROVISIONS**

If You experience a Loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

We will decide whether to have the Covered Product repaired or replaced, or to reimburse You up to the amount of the item purchased on Your Card.

To insure prompt processing of Your claim retain Your American Express charge receipts, Your original purchase receipts, all warranty or service contract documents, as well as the defective property, should be retained by You and furnished to Us as We may require to establish Your Proof of Loss.

#### **Notice of Claim**

Notice of claim must be given to Indemnity Insurance Company of North America- Extended Warranty Unit, P.O. Box 191249, San Juan PR, 00919-1249 within thirty (30) days of the Loss or you may Email us anytime at [puertorico-firstnoticeofloss@chubb.com](mailto:puertorico-firstnoticeofloss@chubb.com). You may contact Us by calling 1-305-670-1974 from Monday through Friday 8:30 a.m. - 6:00 p.m. AST.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or documents, which You may have to complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is

required and necessary to process Your claim and determine if benefits are payable.

#### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one (1) year after the date of your loss or Your claim may be denied. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. the American Express charge receipt;
2. the itemized store receipt;
3. a copy of the manufacturer's warranty;
4. service contract; and
5. a repair estimate for the product.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within one (1) year after the date of the Loss (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to send the product to Us at Your expense for further evaluation of Your claim. If requested, You must send it within thirty (30) days from the date of request to remain eligible for coverage.

#### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment.

If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits, as provided under the Description of Benefits section.

#### **GENERAL PROVISIONS**

##### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

##### **Conformity with The United States Virgin Islands and Federal Law**

If a Plan provision does not conform to applicable provisions of The United States Virgin Islands or Federal law, the Plan is hereby amended to comply with such law.

##### **Entire Contract; Representation; Changes**

This Description of Coverage, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or

Secretary of Indemnity Insurance Company of North America may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive

any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

#### **Excess Coverage**

If any Loss under this Policy is insured under any other valid and collectible policy, then this Policy shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **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 You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

We do not provide coverage to a Cardmember 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.

#### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after one (1) year from the date of your Loss.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

#### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

#### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

#### **Termination or Cancellation**

Coverage will cease on the earliest of the following:

1. the date We determine that You or someone on Your behalf intentionally misrepresented or

fraud occurred;  
2. the date the Policy is cancelled;  
3. the date You are no longer a Cardmember;  
4. the date Your Account ceases to be Current and in Good Standing; or  
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 Company can cancel this Master Policy for any reason including but not necessarily limited to nonpayment of premiums due to the Company by the Master Policyholder. The Cardmember 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 Cardmembers of the date their insurance is cancelled.

#### **Master Policyholder Cancellation**

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 Cardmembers 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 Cardmember 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 individual insurance remains in force under any Description of Coverage.

#### **IMPORTANT ADDITIONAL INFORMATION FOR YOU**

If the Cardmember is notified that any warranty has ended for any reason (including, but not limited to, bankruptcy of the manufacturer or other responsible party), this Plan will continue to provide coverage, not to exceed the original manufacturer's warranty up to one (1) year from the date the Cardmember is notified of such event. The Cardmember may be asked to provide proof in the form of a public announcement or other official documentation.

For those eligible and enrolled in the Membership Rewards® program, a product is eligible for coverage under this Plan if it was purchased through redemption of a Membership Rewards redemption certificate. Payment or credit will not exceed the original assigned value of the property received through redemption of a Membership Rewards redemption certificate up to the stated limits, which are indicated in Description of Benefits section. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to non-eligible Cardmember or non-Cardmembers.

This Description of Coverage replaces any other Description of Coverage that You may have previously received for Extended Warranty.

#### **Purchase Protection Plan**

**Underwritten by: Indemnity Insurance Company of North America. Administrative Office, The Corporate Center 33 Resoluci3n Street, Suite 500 San Juan, Puerto Rico 00920-2707**

**Master Policy holder: American Express Travel**

#### **Related Services Company, Inc. Policy N° 58US3761**

#### **Description of Coverage**

Purchase Protection provides coverage for Your purchases for ninety (90) days from the date of purchase when You charge any portion of the price of the purchased item to Your Account. You will be reimbursed only for the amount charged to Your Account. (See Description of Benefits section.)

#### **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.

**Account** means Your American Express International Dollar Card (IDC) Platinum Card Account.

**Cardmember** means any individual who has been issued an American Express IDC Platinum Card and who has an American Express Card Account.

**Covered Incident** means the theft of, or accidental damage to a covered item.

1. **Theft** means the unlawful taking from the Cardmember, of the covered item of property purchased and charged to his/her Account.

2. **Accidental Damage** means the unforeseen and unplanned breakage and/or destruction of the covered item of property purchased and charged to the Cardmember Account.

**Covered item means** any one item of property,  
1. that is purchased solely for personal use; and  
2. that is new and has not been used; and  
3. the cost of which has been charged to an American Express Platinum Card (including through the redemption of American Express Membership Rewards® points); and  
4. Is purchased within a Covered Territory; and  
5. Is not specified under **Section - Purchases Not Covered**.

**Covered Territory** means the 50 States of the United States of America, District of Columbia, Commonwealth of Puerto Rico and the Virgin Islands of the United States.

**Company** means Indemnity Insurance Company of North America, and its duly authorized agents.

**Current and in Good Standing** means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date in which the claim is payable.

**Master Policyholder** means American Express Travel Related Services Company, Inc.

**Plan** means the Policy and the benefits described therein.

**Policy** means the Group Insurance Master Policy issued to American Express Travel Related Services Company, Inc.

**We, Us, Our** means the Company.

**You, Your** means the Cardmember.

#### **DESCRIPTION OF BENEFITS**

We will pay You the expense charged to Your Account up to \$1,000 for any one Covered Incident and up to \$50,000 for all Covered Incidents during a calendar year. Purchase Protection provides benefits, for ninety (90) days from the date of purchase, if a Covered Incident occurs with respect to property You purchased and charged to Your Account. Our benefit payment will not include

shipping and handling expenses or installation, assembly, professional advice, maintenance or other service charges or any product rebates, discounts or money received from lowest price comparison programs that reduced the original cost of the property.

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

Only a Cardmember has a legal and equitable right to any insurance benefit that may be available under this Plan.

#### **EXCLUSIONS**

Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

1. Intentional damage to the covered item;
2. war or any act of war, whether declared or undeclared;
3. any activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations;
4. participation in a riot, civil disturbance, protest or insurrection;
5. violation of a criminal law, offense or infraction by the Cardmember;
6. natural disasters, including, but not limited to, hurricanes, floods, tornados, earthquakes or any other event in the course of nature, that occurs at the same time or in separate instances;
7. fraud or abuse or illegal activity of any kind by the Cardmember;
8. confiscation by any governmental authority, public authority, or customs official;
9. negligent failure of a duty to care by any third party in whose possession the property purchased by a Cardmember has been temporarily placed;
10. not being reasonably safeguarded by You;
11. theft from baggage not carried by hand and under Your personal supervision or under the supervision of a traveling companion known by You;
12. damage through alteration (including, but not limited to, cutting, sawing and shaping);
13. normal wear and tear, inherent product defect or manufacturer's defects or normal course of play;
14. damage or theft while under the care and control of a common carrier;
15. food spoilage;
16. leaving property at an unoccupied construction site; or
17. purchases lost or misplaced.

#### **Deductible applicable to Purchase Protection Cover \$75 per claim**

#### **PURCHASES NOT COVERED**

The following purchases are not covered:

1. travelers checks, tickets of any kind, negotiable instruments (including, but not limited to, gift certificates, gift cards and gift checks), cash or its equivalent;
2. animals or living plants;
3. rare stamps or coins;
4. consumable or perishable items with limited life spans (including, but not limited to, perfume, light bulbs, batteries);
5. antique or previously owned items;
6. motorized vehicles and watercraft, aircraft, and motorcycles or their motors, equipment, parts or accessories;
7. stolen or damaged property consisting of articles in a pair or set. Coverage will be limited to no more than the value of any particular part or

parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;

- items purchased for resale, professional, or commercial use;
- permanent household and/or business fixtures, including, but not limited to, carpeting, flooring and/or tile;
- business fixtures, including, but not limited to, air conditioners, refrigerators, heaters; and
- hospital, medical and dental equipment and devices.

## **CLAIMS PROVISIONS**

If You experience a loss for which You believe a benefit is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

To insure prompt processing of Your claim, report any theft or damage immediately following the date of the Covered Incident, including for gifts purchased with the Card. Retain Your receipts and Your damaged property (if applicable) until the claim process is complete.

### **Notice of Claim**

Notice of claim must be given to Indemnity Insurance Company of North America - Purchase Protection Unit, P.O. Box 191249, San Juan PR, 00919-1249 within thirty (30) days of the Covered Incident Loss. Or you may also Email Us anytime at [puertoricofirstnoticeofloss@chubb.com](mailto:puertoricofirstnoticeofloss@chubb.com). You may contact Us by calling 1-305-670-1974 from Monday through Friday 8:30 a.m. - 6:00 p.m. AST.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and/or documents, which You may have to complete and return to Us.

You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one (1) year from the date of the Covered Incident or Your claim may be denied. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information

We have requested is received.

Proof of Loss may require documentation consisting

of, but not necessarily limited to, the following:

- a Purchase Protection Claim Form;
- the itemized store receipt;
- the insurance declaration forms for Your other sources of insurance or indemnity (e.g., homeowner's or renter's insurance);
- a photograph of and/or repair estimate for the damaged property; and
- for theft claims, a report regarding the stolen property must be filed with the appropriate authority before You call to file a claim under Purchase Protection.

No payment will be made on claims not

substantiated in the manner required by Us.

If all required documentation is not received within one (1) year of the date of the Covered Incident (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days from the date of Our request to remain eligible for coverage.

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan. Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment. If other insurance is available to You which provides the same or similar coverage as that provided by this Plan, this Plan becomes excess and We will pay only that portion of the Covered Incident benefit which is not reimbursed by other insurance up to Our limits, as provided under the Description of Benefits section.

## **GENERAL PROVISIONS**

### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

### **Conformity with The United States Virgin Islands and Federal Law**

If a Plan provision does not conform to applicable provisions of **The United States Virgin Islands** or Federal law, the Plan is hereby amended to comply with such law.

**Entire Contract; Representation; Change** This Description of Coverage, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of Indemnity Insurance Company of North America may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy, of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

### **Excess Coverage**

If any loss under this Policy is insured under any other valid and collectible policy, then this Policy shall cover such loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such loss is in excess of the amount of such other insurance which is payable or paid.

### **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 You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

We do not provide coverage to a Cardmember who, whether before or after a loss, has:

- 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
- concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after one (1) year from the Covered Incident.

### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

### **Termination or Cancellation**

Coverage will cease on the earliest of the following:

- the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
- the date the Policy is cancelled;
- the date You are no longer a Cardmember;
- the date Your Account ceases to remain Current and in Good Standing; or 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 Company can cancel this Master Policy for any reason including but not necessarily limited to nonpayment of premiums due to the Company by the Master Policyholder. The Cardmember 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 Cardmembers of the date their insurance is cancelled.

### **Master Policyholder Cancellation**

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 Cardmembers 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 Cardmember 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 individual insurance remains in force under any Description of Coverage.

### **IMPORTANT ADDITIONAL INFORMATION FOR YOU**

For those eligible and enrolled in the Membership Rewards® program, benefits are also paid when the purchased property is received through the redemption of a Membership Rewards redemption certificate. Payment or credit will not exceed the original assigned value of the property received through redemption of a .Membership Rewards redemption certificate up to the stated limits, excluding shipping and handling expenses. Benefits will not be paid when a Membership Rewards redemption certificate has been transferred to a noneligible Cardmember or non-Cardmembers.

This Description of Coverage replaces any other Description of Coverage that You may have previously received for Purchase Protection.

## **American Express Travel Inconvenience Insurance Plan**

**Underwritten by: Indemnity Insurance Company of North America. Administrative Office, The Corporate Center 33 Resoluci3n Street, Suite 500 San Juan, Puerto Rico 00920-2707 Master Policy holder: American Express Travel Related Services Company, Inc. Policy N° 58US3760**

### **Description of Coverage**

The Travel Inconvenience Insurance Plan provides benefits in the event of: **Missed Departures** and **Missed Connections**; delay, cancellation or overbooked flights; and **Luggage Delay** and **Extended Luggage Delay** when the **Covered Trip** is purchased and charged to your American Express International Dollar Card (IDC) Platinum **Account**, subject to the terms and condition 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.

**Account** means your American Express International Dollar Card (IDC) Platinum **Account**.

**Basic Cardmember** means any individual who has been issued an American Express IDC Platinum Card and who has an American Express Card **Account**.

**Close Relative** means the Covered Person's partner/spouse, married or unmarried, living at the same address; mother; mother-in-law; father; father-in-law; daughter; daughter-in-law; son; son-in-law; sister; sister-in-law; brother; brother-in-law; grandparent; grandchild; step-mother; step-father; step-sister; step-brother; aunt; uncle; niece; nephew.

**Company** means Indemnity Insurance Company of North America (IINA).

**Country of Residence** shall mean the country of which the Covered Person is a permanent resident substantiated by an official document.

**Covered Flight** means a flight which commences while the Master Policy is in force, on which a **Covered Person** is booked to travel, where the fare has been charged to an American Express Card

Account in advance of the scheduled departure time; and the transport provider is licensed by the relevant authorities for scheduled transportation. Flight does not include flights on Private Charter airlines.

**Covered Person** means **Basic Cardmember** and **their Families**, and their Supplementary Cardmembers and their Families.

**Covered Transport** means a flight, train or ship journey which commences while the Master Policy is in force, on which a Covered Person is booked to travel, where the fare has been charged to an American Express Card Account in advance of the scheduled departure time; and the transport provider is licensed by the relevant authorities for scheduled transportation. Flight does not include flights on Private Charter airlines.

**Covered Trip** means a journey outside the **Covered Person's Country of Residence** which must commence and end in the **Covered Person's Country of Residence** or a journey within the **Covered Person's Country of Residence**, which must include a flight, or at least one night pre-booked accommodation away from home, provided that such costs were charged to the American Express IDC Platinum Card.

**Covered Trips** must not exceed 120 consecutive days with a maximum of 240 days during each 12 month period.

**Delayed Departure and Cancellation** means the departure of **Covered Transport** that is delayed for more than four (4) hours from its scheduled departure time or is cancelled, and no alternative transportation is made available to the **Covered Person** within four (4) hours of the scheduled departure time.

**Extended Luggage Delay** means that the Covered Person's accompanied checked-in luggage is not delivered within twenty-four (24) hours of the Covered Flight's arrival at its destination point.

**Families** means the Covered Person's partner/spouse, married or unmarried, living at the same address as the **Covered Person** and children under 25 who are legally dependent on the Covered Person including step-children, fostered or adopted children.

**Industrial Action** means any form of **Industrial Action** or strike with the purpose of preventing, restricting or interfering with the production of goods or the provision of services.

**Involuntary Denial of Boarding** means the **Covered Person** has checked in or attempted to check in for travel on **Covered Transport**, within the published checked-in times and has been involuntarily denied boarding as a result of overbooking.

**Luggage Delay** means that the **Covered Person's** accompanied checked-in luggage is not delivered within six (6) hours of the **Covered Flight** arrival at its destination point.

**Missed Connection** means that the **Covered Person's** confirmed onward connecting **Covered Transport**, is missed at the transfer point due to the late arrival of the **Covered Persons** incoming confirmed connecting **Covered Transport**; and no alternative onward transportation is made available to the **Covered Person** within four (4) hours of the actual arrival time of the incoming **CoveredTransport**.

**Missed Departure** means the **Covered Persons** arriving at the airport, seaport or international rail terminal too late to commence the outward or return journey as a result of a breakdown or accident involving the vehicle in which the Covered Person is traveling or as a result of cancellation or curtailment of Covered Transport as a direct result of Industrial Action, adverse weather conditions, mechanical breakdown, failure or accident; or late arrival of internal connecting flights.

**Supplementary Cardmember** means any individual who has received an American Express IDC Platinum Card at the request of a **Basic Cardmember** for use in connection with the **Basic Cardmember's** American Express Card **Account**.

**We, us, our,** mean the Company.

**You, your** means the Cardmember.

### **DESCRIPTION OF BENEFITS**

**1. Missed Departures:** If the **Covered Person** should miss his or her flight, train or ship due to an accident or breakdown of the **Covered Person's** vehicle, or an accident, breakdown or cancellation of public transport and no alternative is made available within four (4) hours of the published departure time the **Company** will indemnify the **Covered Person** for IDC Platinum Card charges incurred in respect of alternate travel, restaurant meals or refreshments up to USD250 for the **Covered Person**.

**2. Missed Connections:** If the **Covered Person's** confirmed onward connecting flight, train or ship is missed at the transfer point due to the late arrival of the **Covered Person's** incoming confirmed connecting flight, train or ship and no alternative onward transportation is made available to the **Covered Person** within four(4) hours of the published departure time, the **Company** will indemnify the **Covered Person** for IDC Platinum Card charges incurred in respect of alternate travel, hotel accommodation and restaurant meals or refreshments up to USD250 for the **Covered Person**.

**3. Delay, Cancellation or Overbooked Flights:** If the **Covered Person's** flight, train or ship is delayed, cancelled or overbooked and no alternative is made available within four (4) hours of the published departure time, the **Company** will indemnify the **Covered Person** for IDC Platinum Card charges incurred in respect of alternate travel, restaurant meals or refreshments up to USD250 for the **Covered Person**.

**4. Luggage Delay and Extended Luggage Delay:** If the **Covered Person's** accompanied luggage checked in with the **Covered Flight** is not delivered to him or her within four (4) hours of the **Covered Person's** arrival at the scheduled destination point of his or her **Covered Flight**, the **Company** will indemnify the **Covered Person** for the American Express IDC Platinum Card charges incurred at such scheduled destination in respect of the emergency purchase or hire of essential clothing and requisites for the **Covered Person** that is immediately necessary for the **Covered Person's** trip up to USD1,000 per **Covered Person** and up to a maximum limit USD2,000 for all **Covered Persons**. This benefit does not apply if the **Luggage Delay** is on the final leg of the **Covered Person's** return **Covered Flight** or as result of confiscation or requisition by customs or other government authority. If the Covered Person's accompanied checked-in luggage is not delivered to him or her within twenty-four (24) hours of the **Covered Person's** arrival at the scheduled

destination point of his or her **Covered Flight** the Company will indemnify the **Covered Person** for American Express IDC Platinum Card charges incurred at his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites for the **Covered Person** that is immediately necessary for the **Covered Person's** trip up to an additional USD1,000 per Covered Person and up to a maximum limit of USD2,000 for all Covered Persons. This benefit does not apply if the Luggage Delay is on the final leg of the **Covered Person's** return

**Covered Flight** or as a result of confiscation or requisition by customs or other government authority.

The above benefits apply in respect of **Covered Persons** who are **Basic** or **Additional Cardmembers** and their **Families**.

#### **MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will duplicate or multiple American Express Cards obligate the Company in excess of the limit stated herein for expenses incurred by any one individual Covered Person as a result of any one incident covered under this Policy.

#### **EXCLUSIONS**

The Policy does not cover:

- 1) Additional costs where the airline, rail or ship operator has offered alternative travel arrangements and these have been refused or where the **Covered Person** has voluntarily accepted compensation from the airline, train or ship operator in exchange for not traveling on an overbooked flight.
- 2) Claims where the **Covered Person** has failed to obtain a Property Irregularity Report from the relevant airline authorities of missing baggage at scheduled destination.
- 3) **Industrial Action** which has commenced or has been announced prior to booking a **Covered Trip**.
- 4) **Covered Trips** in, or booked to, countries where a government agency has advised against traveling or which are officially under embargo by the United Nations.
- 5) Any fraudulent, dishonest or criminal act committed by the **Covered Person**, or anyone with whom the **Covered Person** is in collusion.
- 6) Terrorist activities except while on a public vehicle.
- 7) Declared or undeclared war or hostilities.
- 8) Biological, chemical, nuclear or radioactive.

#### **CLAIMS PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

#### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss. You may contact Us by calling 1-305-670-1974 from Monday through Friday 8:30 a.m.- 6:00 p.m. AST or, Email us at anytime [puertorico-firstnoticeofloss@chubb.com](mailto:puertorico-firstnoticeofloss@chubb.com).

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and with documents, which You must complete and return to Us. You are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable. To insure prompt processing of Your Claim report any travel disruption immediately. Retain Your receipts and damaged property until the claim process is complete.

#### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within one year and ninety (90) days from the date of loss or Your claim may be denied. Your Proof of Loss documentation may be mailed or Emailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. A Travel Inconvenience Insurance Plan Claim Form;
2. The American Express charge receipt for the Covered Trip and/or accommodation; a copy of the statement, verifying that the relevant flight tickets were charged to the American Express IDC Platinum card Account and a copy of travel ticket.
3. Original receipts relating to expenses incurred in respect of which indemnity is claimed under this insurance must be supplied to the Company.
4. In respect of delayed luggage, a copy of the Property Irregularity Report obtained from the airline, must be supplied including details of baggage return date.
5. Confirmation of travel delay, cancellation, Missed Connection or overbooking must be obtained from the Covered Transport operator. In respect to Missed Departure, evidence from the appropriate organization detailing the cause of the delay that resulted in the Covered Person missing scheduled departure.

No payment will be made on claims not substantiated in the manner required by Us.

If all required documentation is not received within thirty (30) days of the date of the Loss (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

#### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

Any payment made by Us in good faith pursuant to this or any other provision of this Plan will fully discharge Us to the extent of such payment. Benefits payable under this insurance in respect of valid claims will be credited to the Covered Person's American Express IDC Platinum Card account.

#### **TERMINATION OR CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
2. the date the Policy or any benefit under the Policy is cancelled;
3. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
4. the date Your Account ceases to remain Current and in Good Standing.

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 Cardmember 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 Cardmembers of the date their insurance is cancelled.

#### **Master Policyholder Cancellation**

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 Cardmembers of the date their coverage is cancelled or replaced. The Master Policyholder must provide to the Company sixty (60) days written notice actually delivered or mailed by certified mail and to the Cardmember 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.

#### **GENERAL PROVISIONS**

##### **Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

##### **Conformity with State and Federal Law**

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

##### **Entire Contract; Representation; Changes**

This Description of Coverage, the Policy, and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Description of Coverage may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of Indemnity Insurance Company of North America may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

##### **Excess Coverage**

If any Loss under this Plan is insured under any other valid and collectible policy, then this Plan shall cover such Loss, subject to its exclusions, conditions,

provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid. The Covered Person must inform the Company of this policy and assist it in seeking reimbursement where appropriate. Interest will only be paid on claims if payment has been unreasonably delayed following the Company's receipt of all the required information.

#### **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 You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

We do not provide coverage to a Cardmember 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.

#### **Legal Actions**

No legal action may be brought to recover against this Plan until sixty (60) days after Proof of Loss has been received by Us. No such action may be brought after three (3) years from the time written Proof of Loss is required to be given.

If a time limit of this Plan is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

#### **Right of Recovery**

If We make a payment to You under this Plan and You recover an amount from another, equal to or less than Our payment, You shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from You any amount exceeding the maximum amount payable.

#### **Subrogation**

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to all Your rights of recovery. You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or otherwise pursue subrogation rights in Your name. You shall do nothing to prejudice such subrogation rights.

We shall be entitled to a recovery as stated in these provisions only after You have been fully compensated for damages by another party.

#### **IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The Cardmember can request a copy of the Master Policy by calling 1-305-670-1974 from Monday through Friday 8:30 a.m.- 6:00 p.m. AST.