

# Baggage Insurance Plan Plan Documents

To File a Claim, visit [americanexpress.com/onlineclaim](https://americanexpress.com/onlineclaim).

Applicable to Purchases made on or after 10/1/2020

## Contents

Benefit Guide..... [2 – 9](#)

Applicable to Purchases made prior to 10/1/2020

To request Plan Documents for purchases made prior to 10/1/2020, please email us at [NAC.Admin@aexp.com](mailto:NAC.Admin@aexp.com). To process this request, be sure to include in the email body the following information:

- (1) Purchase and Trip Departure Date;
- (2) Card Member Name as listed on the American Express Card;
- (3) Email Address or Telephone Number on file with American Express;
- (4) The last 5 digits of the Card Number; and
- (5) Product Name of the Retail or Travel Protection (ex., Baggage Insurance Plan) being requested.

If you have any questions or require assistance, please call 1-800-228-6855.

# Baggage Insurance Plan Benefit Guide

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

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

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

## Key Terms

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

We, Us, or Our means **American Express**.

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

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

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

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

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

**Eligible Card** means those card types designated as eligible for benefits by **American Express**.

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

# How to Activate Benefits

To activate benefits –

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

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

## *What is an Eligible Payment?*

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

## *What is an Entire Fare?*

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

## *Can rewards points be redeemed towards an Eligible Payment / Entire Fare?*

Yes, purchases on **Eligible Cards** that are combined with **American Express Loyalty Programs**, such as Membership Rewards® points or Pay with Points, would qualify for benefits.

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

## *What is a Covered Baggage Trip?*

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

## Who is Covered?

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

- A. the **Card Member**;
- B. the **Card Member's** spouse or **Domestic Partner**;
- C. the **Card Member's** dependent children under 23 years of age; or
- D. the **Card Member's** dependent children because of a handicap condition that occurred before the attainment of the limited age of 23, are incapable of self-sustaining employment and dependent upon a parent or other care provider for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

## What is Covered?

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

Coverage Limits per <b>Covered Baggage Trip</b>		
Location	Checked-in <b>Baggage</b>	Carried-on <b>Baggage</b>
Direct Transit to or from <b>Common Carrier</b> Terminal	<i>Not Applicable</i>	Up to \$1,250 per <b>Covered Person</b>
While at the <b>Common Carrier</b> Terminal	<i>Not Applicable</i>	Up to \$1,250 per <b>Covered Person</b>
Traveling on a <b>Common Carrier Vehicle</b>	Up to \$500 per <b>Covered Person</b>	Up to \$1,250 per <b>Covered Person</b>

Any **High Risk Items** are subject to \$250 maximum per **Covered Person** for all **Baggage** on a **Covered Baggage Trip**.

For New York State **Card Members**, the following maximum limit applies:

- \$10,000 aggregate per **Covered Baggage Trip** for all **Covered Persons**.

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

Any item as follows including, but not limited to:

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

If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6497.

## What is Not Covered?

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

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

### NO COVERAGE IS PROVIDED FOR:

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

If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6497.

# How to File a Claim

- A. To file a **Claim** for a **Covered Event** please visit us at [americanexpress.com/onlineclaim](https://americanexpress.com/onlineclaim) or call 1-800-228-6855, if international, collect at 1-303-273-6497.
- B. **Notice of Claim** should be provided within thirty (30) days of the loss or as soon as reasonably possible.
- C. If required, claim forms will be sent to the **Eligible Beneficiary** once proper **Notice of Claim** is received. If it is not received within fifteen (15) days from **Notice of Claim** then the **Eligible Beneficiary** can submit written communication that describes the circumstances and extent of the **Covered Event** for which the **Claim** is made.

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

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

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

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

# Additional Terms & Definitions

## Additional Terms

### A. Assignment

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

### B. Benefit Guide

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

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

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

#### *Who is American Express Travel Related Services Company, Inc.?*

It is a wholly owned subsidiary of **American Express** who is responsible for offering Baggage Insurance Plan benefits to eligible **Card Members**.

### C. Cancellation/Benefit End Date

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

#### *Are benefits still eligible when the Card Account is no longer active?*

Yes, if the **Eligible Payment** is made for a **Covered Baggage Trip** prior to the effective date of the benefit cancellation.

### D. Criminal Activity/Fraud

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

## Additional Terms (Continued)

### E. Effective Date

Your Baggage Insurance Plan benefits start for eligible purchases made on and after:

- 10/1/2020 for all **Eligible Cards** which are or were in effect; and
- 9/22/2022 for the Marriott Bonvoy Bevy™ American Express® Card.

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

### F. Other Insurance or Agreement

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

*Does this mean it is secondary coverage?*

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

### G. Trade and Economic Sanctions

No insurance benefits apply if providing insurance, including **Payment of Claims**, violates law or regulation, including trade or economic sanctions.

## Additional Definitions

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

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

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

**Baggage Loss** means stolen or lost **Baggage**.

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

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



## Additional Definitions (Continued)

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

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

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

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

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

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

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

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