

# Car Rental Loss and Damage Insurance Plan Documents

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

## Applicable to Rentals made on or after 2/1/2020

### Contents

<a href="#">All States (except below), District of Columbia, and U.S. Territories</a> .....	2 - 10
<a href="#">New York State</a> .....	11 - 18

## Applicable to Rentals made prior to 2/1/2020

To request Plan Documents for rentals made prior to 2/1/2020, 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) Rental Start 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., Car Rental Loss and Damage Insurance) being requested.

If you have any questions or require assistance, please call 1-800-338-1670.

# Car Rental Loss and Damage Insurance Benefit Guide

This Benefit Guide describes the Car Rental Loss and Damage Insurance benefits. Information in this Benefit Guide replaces any Car Rental Loss and Damage Insurance 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.

Getting into Your **Rental Vehicle** can be the start of a great vacation. When You use Your **Eligible Card** to reserve and pay for the **Entire Rental** and decline the collision damage waiver at the **Rental Company** counter, You can be covered for **Damage** to or **Theft** of a **Rental Vehicle** in a **Covered Territory**.

## 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 reserve and pay for the **Entire Rental** of a **Rental Vehicle** to the **Eligible Card**.
- B. The following optional coverages offered by the **Rental Company** at the counter are declined:
  - 1. full collision damage waiver (CDW); and
  - 2. similar coverage.
- C. **Eligible Renter** signs the **Rental Agreement** as the person renting and taking control and possession of the **Rental Vehicle**.

After all activation requirements are met as stated above, the transaction is considered an **Eligible Car Rental 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 Rental?*

The full rental cost for a **Rental Vehicle**, less any applicable **Rental Company** discount/coupon applied to the rental rate.

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

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 rental cost. An example would be **Common Carrier Frequent Flyer Miles** point redemption.

## *What about Travel Packages?*

**Rental Vehicles** rented through a **Rental Agreement** which are provided either as part of a travel or similar package/services or at a reduced cost by a **Rental Company** discount/coupon would qualify for benefits.

## Who is Covered?

Benefits are available to **Eligible Renters**. An **Eligible Renter** means a **Card Member** with an **Eligible Card**, and their spouse or **Domestic Partner**, and **Authorized Drivers**.

### *What are the requirements to be an **Authorized Driver**?*

- An **Authorized Driver** must be authorized on the **Rental Agreement** between the **Card Member** and **Rental Company** to operate the **Rental Vehicle** according to the terms of the **Rental Agreement**.

## What is Covered?

Once the benefits are activated, **Rental Vehicles** are insured up to 30 consecutive days per **Rental Agreement**, regardless if such agreement gets extended or is new or on a different vehicle, for the following benefits:

### A. **Rental Vehicle Damage and Theft Coverage** –

Benefits are provided to **Eligible Renters** up to \$50,000 per **Rental Agreement** for **Damage** to or **Theft** of a **Rental Vehicle** in a **Covered Territory**.

1. **Rental Vehicle Damage** repair, being the lesser of:
  - a. The actual cost to repair the **Rental Vehicle**;
  - b. The **Wholesale Book Value** of the **Rental Vehicle**, minus reasonable salvage and depreciation costs; or
  - c. The purchase invoice price of the **Rental Vehicle**, minus reasonable salvage and depreciation costs.
2. Charges beyond **Rental Vehicle Damage** repair, meaning:

**Reasonable and Customary** charges related to the **Rental Vehicle** subsequent to the **Damage** or **Theft**, such as **Loss of Rental Vehicle Use**, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the **Card Member**) and storage, which are charged by the nearest vendor or facility capable of rendering assistance. Any additional charge related to **Damage** to or **Theft** of a **Rental Vehicle** as defined by the **Rental Agreement** are covered, subject to the terms and conditions described herein, when required or allowed by local law. These charges include diminishment of value, depreciation, merchant deductibles, and **Rental Company** administrative fees or similar charge.

## What is Not Covered?

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

#### A. All Benefits –

1. war or acts of war (whether declared or undeclared), service in the armed forces or units auxiliary to it;
2. any vehicle rented in Australia, Italy, or New Zealand or any country subject to comprehensive sanctions administered by the Office of Foreign Assets Control;
3. use of the **Rental Vehicle** in violation of the terms and conditions of the **Rental Agreement** (including **Covered Events** occurring when: a person other than an **Authorized Driver** was in possession or control of the **Rental Vehicle**; or driving the **Rental Vehicle** outside of the more restrictive of the **Covered Territory** or authorized rental territory);
4. costs attributed to the **Rental Company's** normal course of doing business;
5. illegal activity by the **Eligible Renter** of the **Rental Vehicle**;
6. intoxication of any kind on the part of an **Authorized Driver** resulting in **Damage** to the **Rental Vehicle**, (intoxication as defined where the **Car Rental Accident** occurred;
7. an **Eligible Renter** or **Passenger** voluntarily taking any drug or acting under the influence or effect of any drug (unless taken as prescribed or administered by a **Physician or Dentist**);
8. off-road operation by the **Eligible Renter** of the **Rental Vehicle** (meaning, any time the **Rental Vehicle** is located on an unpaved or other surface which is not a regularly maintained state or government road);
9. injury of anyone or **Damage** to anything other than the **Rental Vehicle**;
10. personal liability, uninsured/underinsured motorists, personal injury protection, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described herein;
11. intentional **Damage**, by an **Eligible Renter**, to the **Rental Vehicle**;
12. **Damage** that occurred prior to the **Eligible Renter** taking possession of the **Rental Vehicle**;
13. manufacturing defects in the **Rental Vehicle**;
14. confiscation by government authority, public authority or customs authority;
15. wear and tear, including gradual deterioration;
16. **Damage** which is due and confined to freezing, mechanical or electrical breakdown or failure unless such **Damage** results from a **Theft Covered Event**;
17. **Theft** of or **Damage** to **Rental Vehicles** that are unlocked at the time of **Theft** or **Damage**;
18. **Theft** of or **Damage** to **Tires** (flats or blowout), unless the **Damage** was by fire, malicious mischief, vandalism, or the **Covered Event** is coincident with and from the same cause as a **Car Rental Accident Covered Event**;
19. **Damage** to any property other than property covered by the **Rental Agreement**;
20. sales tax related to repair of **Damage**, unless reimbursement of such sales tax is required by law;
21. value added tax or similar tax, unless reimbursement of such tax is required by law;

## ANY COVERED EVENT BASED UPON OR ARISING OUT OF: (CONTINUED)

- 22. gasoline, airport, and roadside assistance fees;
- 23. expenses assumed, waived or paid for by the **Rental Company** or its insurer;
- 24. expenses covered by the **Eligible Renter's** personal vehicle insurer, employer or employer's insurer;
- 25. diminishment of value, unless reimbursement is required by law; or
- 26. depreciation, unless reimbursement is required by law.

## NO COVERAGE IS PROVIDED FOR:

### A. **All Benefits –**

#### 1. A **Rental Vehicle** which is/are:

- a. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs. or more;
- b. use by an **Eligible Renter** for commercial or for hire purposes;
- c. leased or mini-leased vehicles;
- d. cars that are at least 20 years old or have not been manufactured within the 10 or more years before the date of the **Rental Agreement**;
- e. limousines; or
- f. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not provided by a **Rental Company**.

#### 2. A **Rental Company** which is:

- a. a moving van rental company;
- b. any business which may incidentally rent a vehicle to a customer (such as an auto dealership or auto body repair shop); or
- c. vehicle sharing or peer to peer arrangements which allow independent owners to rent personal vehicles.

If You have any questions about a specific vehicle, please call Us at 1-800-338-1670, 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/protectionbenefits](https://americanexpress.com/protectionbenefits) or call 1-800-338-1670, 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 itemized repair bill;
  2. a copy of the **Rental Agreement**;
  3. a copy of charge slip for the **Rental Vehicle**;
  4. a copy of **Eligible Renter's** or employer's auto insurance coverage, or a notarized letter stating no insurance;
  5. a copy of **Eligible Renter's** driver's license, unless it is included on **Rental Agreement**; and
  6. a police report (if applicable).
- 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.

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

## Additional Terms & Definitions

### Additional Terms

A. **Assignment**

The Car Rental Loss and Damage Insurance 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.

## Additional Terms (Continued)

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

It is a wholly owned subsidiary of **American Express** who is responsible for offering Car Rental Travel Insurance 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 Car Rental Payment** is made for a **Rental Vehicle** prior to the effective date of the Benefit cancellation.

#### D. **Criminal Activity/Fraud**

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

#### E. **Effective Date**

Your Car Rental Loss and Damage Insurance benefits start for rentals made on and after:

- 2/1/2020 for all **Eligible Cards** which are or were in effect.

This Benefit Guide replaces any Car Rental Loss and Damage Insurance 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**

Car Rental Loss and Damage Insurance is intended to **Pay** only for amounts not covered by any other insurance or agreement including reimbursement by **Rental Company** 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 **Eligible Renter**.

#### 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.

If You have any questions about a specific rental location, please call Us at 1-800-338-1670, if international, collect at 1-303-273-6497.



## Additional Definitions

**Car Rental Accident** means a motor vehicle incident that results in **Damage** to the **Rental Vehicle**.

**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 **Eligible Renter** or for which a **Eligible Renter** may benefit, that may be used to pay, in full or in part, or otherwise defray or reduce the costs of **Rental Vehicle**.

**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.

**Covered Territory** means any country, commonwealth, protectorate or political division in which possession of a **Rental Vehicle** is taken by an **Eligible Renter** except as otherwise stated in this Benefit Guide under the “What is Not Covered” section above.

**Damage** means, that as the result of a **Car Rental Accident**, the effect of any contact with or treatment of the **Rental Vehicle** which requires repair in order to restore the **Rental Vehicle** to its pre-rental condition.

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

**Loss of Rental Vehicle Use** means the unavailability of a **Rental Vehicle** due to **Damage** or **Theft** and consequent loss of revenue by the **Rental Company**.

**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.

**Passenger** means a person, other than the **Eligible Renter**, who the **Eligible Renter** permits to enter the **Rental Vehicle**, including an **Authorized Driver**.

**Physician or Dentist** means a licensed health care provider acting within the scope of his or her license.

**Reasonable and Customary** means a charge customarily made by other vendors/providers for a given service in the same geographic area that the **Damage** to or **Theft** of the **Rental Vehicle** occurred and reflects the complexity of the service.

## Additional Definitions (Continued)

**Rental Agreement** means the contract that the **Card Member** or their spouse or **Domestic Partner** signs and receives in-order to take possession of a **Rental Vehicle** from the **Rental Company** which describes in full the terms and conditions of the contractual relationship and paid for by an **Eligible Car Rental Payment**.

**Rental Company** means a commercial car rental agency that is licensed under the laws of the applicable jurisdiction and whose primary business is renting private passenger vehicles.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the **Eligible Renter** by the **Rental Company**, and intended to be operated by **Authorized Drivers** in a **Covered Territory** by means of a **Rental Agreement**.

**Theft** means the taking and driving of the **Rental Vehicle** by a person other than the **Eligible Renter** without the permission of the **Eligible Renter**.

**Tire** means the rubber part of a vehicle that grips the road; **Tire** does not include the wheel or rim of the vehicle connected to a **Tire**.

**Wholesale Book Value** means wholesale or trade-in book value of the **Rental Vehicle** based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

## **CAR RENTAL LOSS AND DAMAGE INSURANCE DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 18850 N 56th St, AZ08-02-02, Phoenix, AZ 85054

Car Rental Loss and Damage Insurance provides Authorized Driver(s) with insurance coverage for Damage to or Theft of most Rental Vehicles when the Card Member uses the Card to pay for the Entire Rental from any Rental Company. Damage to or Theft of a Rental Vehicle coverage is always secondary to any other insurance.

Coverage is worldwide except for vehicles rented in Australia, Italy, New Zealand and any country on the Office of Foreign Assets Control ("OFAC") sanctioned country list. Coverage will be voided if a Rental Vehicle is rented in any country on the OFAC sanctioned country list.

This Plan does not provide insurance for personal liability, uninsured/underinsured motorists, personal injury protection, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Description of Coverage.

### **INDEX**

Definitions	Section I
Eligibility and Coverage Activation	Section II
Description of Benefits	Section III
Exclusions	Section IV
Claims Process	Section V
General Provisions	Section VI
Termination or Cancellation	Section VII
Important Additional Information for You	Section VIII

### **I. 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.

**Accident** means a motor vehicle incident that results in Damage to the Rental Vehicle.

**Account** means Your American Express® Card on which the record of the charge for the Entire Rental is made.

**Additional Card Member** means a person who has received an American Express Card at the request of a Basic Card Member for use in connection with the Basic Card Member's Account.

**Authorized Driver** means a person listed on the Rental Agreement between the Card Member and the Rental Company, at the time the Card Member takes possession of the Rental Vehicle, who is permitted to operate the Rental Vehicle according to the terms of the Rental Agreement.

**Basic Card Member** means a person who has been issued a United States of America based proprietary American Express Card and who has an Account.

**Card Member** means a person who has been issued a United States of America based proprietary American Express Card, and who has a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands. Card Member must rent the Rental Vehicle, sign the Rental Agreement with the Rental Company and take possession of, or permit an Authorized Driver to take possession of, the Rental Vehicle.

**Common Carrier** means an air, land or water vehicle (other than a personal or rental vehicle) licensed to carry passengers for hire and available to the public.

**Common Carrier Frequent Flyer Miles** means an 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 Card Member or for which a Card Member may benefit that may be used to pay, in full or in part, or otherwise defray or reduce the costs of Rental Vehicle.

**Company** means AMEX Assurance Company.

**Damage** means the effect of any contact with or treatment of the Rental Vehicle which requires repair in order to restore the Rental Vehicle to its pre-rental condition.

**Entire Rental** means the full rental cost for a Rental Vehicle, less any applicable Rental Company discount/coupon applied to the rental rate, charged to an eligible American Express Card and/or combined with American Express Membership Reward Points or American Express Pay with Points programs. Entire Rental does not include fees on a Rental Vehicle defrayed in full or in part with loyalty points from the Rental Companies or Common Carrier Frequent Flyer Miles.

**Loss of Use** means the unavailability of a Rental Vehicle due to Damage or Theft and consequent loss of revenue by the Rental Company.

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

**Membership Rewards® Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards. In some cases, participating Card Members receive a redemption certificate in order to use their Membership Rewards points.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's Account statement.

**Permanent Residence** means the one primary dwelling place where the Card Member resides and to which they intend to return, and, if necessary, can be evidenced by a current and active official form of identification. Examples include, but are not limited to: State issued Identification Card, Driver License, and Voter Identification Card.

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

**Policy** means the Group Insurance Master Policy (AX0925) issued by the Company to American Express Travel Related Services Company, Inc.

**Rental Agreement** means the contract that the Card Member signs and receives when renting a Rental Vehicle from a Rental Company which describes in full the terms and conditions of the contractual relationship.

**Rental Company** means a commercial car rental agency that is licensed under the laws of the applicable jurisdiction and whose primary business is renting private passenger automobiles. A Rental Company does not include a moving van rental company or any business which may incidentally rent an automobile to a customer, such as an auto dealership or auto body repair shop or vehicle sharing service arrangements which allow independent owners to rent personal vehicles.

**Rental Period** means the period of time during which You rent a Rental Vehicle pursuant to a Rental Agreement.

**Rental Vehicle** means a four-wheeled, two-axle passenger type motor vehicle, designed for and sold to accommodate private passenger transport on public roads, rented to the Card Member by the Rental Company, and intended to be operated by the Card Member or other Authorized Driver by means of a Rental Agreement with the Rental Company.

**Secured** means locked in the trunk of the Rental Vehicle or locked in the seating compartment of the Rental Vehicle with all windows fully closed and all Card Members, Authorized Drivers and Passengers are absent from the vicinity of the Rental Vehicle.

**Theft** means the taking and driving of the Rental Vehicle by a person other than the Card Member or an Authorized Driver without the permission of the Card Member or the Authorized Driver.

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

**Wholesale Book Value** means wholesale or trade-in book value of the rental vehicle based on the National Automobile Dealers Association website at [www.nada.com](http://www.nada.com) or similar source.

**You and Your** means the Card Member.

## II. **ELIGIBILITY AND COVERAGE ACTIVATION**

### **Who is Eligible to Receive Benefits**

You are eligible to receive benefits in accordance with this Description of Coverage if:

1. You are a Basic Card Member or Additional Card Member;
2. You were the person who signed the Rental Agreement;
3. You maintain your Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands; and
4. You have fully activated coverage.

### **How to Activate Coverage**

Coverage for Theft of or Damage to an eligible Rental Vehicle is activated when:

1. You decline the full collision damage waiver (CDW) or similar option, or pay for a partial collision damage waiver, offered by the Rental Company;
2. You or the Authorized Driver is named on the Rental Agreement as the person renting and take control and possession of the Rental Vehicle; and
3. You use Your Account, American Express Membership Reward Points and/or American Express Pay with Points to hold or place a deposit at the time the rental is checked out and to pay for the Entire Rental from the Rental Company. Coverage will not be activated if You pay for any portion of the Rental Vehicle by some other means.

## III. **DESCRIPTION OF BENEFITS**

### **What is Covered**

If Damage to or Theft of a Rental Vehicle occurs while coverage is in effect, the Plan will pay a benefit up to a maximum of \$50,000 per Rental Agreement for:

1. The lesser of:
  - a. the actual cost to repair the Rental Vehicle;
  - b. the Wholesale Book Value of the Rental Vehicle, minus salvage and depreciation costs; or
  - c. the purchase invoice price of the Rental Vehicle, minus salvage and depreciation costs.
2. Reasonable and necessary charges related to the Rental Vehicle subsequent to the Damage or Theft, such as Loss of Use, appraisal fees provided they are supported with verifiable documentation, towing charges (which are not covered by other roadside assistance programs available to the Card Member) and storage, which are charged by the nearest vendor or facility capable of rendering assistance and which are usual and customary in the locale where the Damage or Theft occurred.

Only a Card Member has a legal and equitable right to this insurance benefit available under the Plan.

### **Length of Coverage**

This Plan covers eligible Rental Vehicles for the first 30 consecutive days.

In no event shall coverage be provided for a Rental Vehicle beyond 30 consecutive days from the same Rental Company, regardless of whether the original Rental Agreement is extended, or a new written Rental Agreement is entered into, or a different vehicle is rented.

## **IV. EXCLUSIONS**

### **General Exclusions**

This Plan does not cover losses for which coverage sought was directly or indirectly, wholly or partially contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protest or insurrections, service in the armed forces or units auxiliary to it;
2. operation of the Rental Vehicle in violation of the terms and conditions of the Rental Agreement (including but not limited to losses occurring when: a person other than an Authorized Driver was in possession or control of the vehicle; or driving the vehicle outside of the authorized rental territory);
3. costs attributed to the Rental Company's normal course of doing business;
4. illegal activity by the Authorized Driver of the Rental Vehicle;
5. alcohol intoxication on the part of the Authorized Driver of the Rental Vehicle, as defined in the state where the Accident occurred;
6. an Authorized Driver voluntarily taking any drug or acting under the influence or effect of that drug (unless taken as prescribed or administered by a Doctor);
7. off-road operation by the Authorized Driver of the Rental Vehicle;
8. injury of anyone or anything other than the Rental Vehicle; and
9. personal liability, uninsured/underinsured motorists, personal injury protection, worker's compensation injuries, disability benefits of any kind, any coverage mandated by government or any other form of insurance coverage except as specifically described in this Description of Coverage.

### **Vehicles Not Covered**

This Plan does not cover rentals of:

1. cargo vans, custom vans, vans with a seating capacity over 8 passengers, cube van or box truck, or any truck that has a gross vehicle weight rating of 10,000 lbs or more;
2. Rental Vehicles which have been customized or modified from the manufacturer's factory specifications except for driver's assistance equipment for the physically challenged;
3. any Rental Vehicles used by an Authorized Driver for commercial or hire purposes;
4. leased or mini-leased vehicles;
5. antique cars, which means cars that are 20 years old or have not been manufactured for 10 or more years;
6. limousines;
7. off-road vehicles, motorcycles, mopeds, recreational vehicles, golf or motorized carts, campers, trailers and any other vehicle which is not a Rental Vehicle; and
8. Rental Vehicles rented in Australia, Italy, New Zealand and any country on the OFAC sanctioned country list.

### **Losses Not Covered**

This Plan does not cover losses caused by or contributed to by, directly or indirectly, wholly or partially:

1. intentional Damage by an Authorized Driver of the Rental Vehicle;
2. Damage that occurred prior to the Rental Period;
3. manufacturing defects in the Rental Vehicle;
4. confiscation by authority;
5. wear and tear, including gradual deterioration;
6. Damage which is due and confined to freezing, mechanical or electrical breakdown or failure unless such Damage results from a Theft covered by the Plan;
7. Theft or Damage to Rental Vehicles that are unlocked or not Secured at the time of Theft or Damage;

8. 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 Plan;
9. Damage to any vehicle other than the Rental Vehicle; and
10. Damage to any property other than the Rental Vehicle, owner's property, or items not permanently attached to the Rental Vehicle.

This Plan 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. value added tax or similar tax, unless reimbursement of such tax is required by law;
3. roadside assistance fees;
4. expenses assumed, waived or paid for by the Rental Company or its insurer;
5. expenses covered by the Card Member's personal vehicle insurer, employer or employer's insurer, Authorized Driver's insurer, or other insurance;
6. diminishment of value; and
7. depreciation, unless reimbursement for depreciation is required by law.

## **V. CLAIMS PROCESS**

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.

### **Notifying Law Enforcement Agency**

Notification of Damage, including vandalism, Theft, or an Accident must be reported to the appropriate law enforcement agency as soon as reasonably possible. This requirement applies regardless of whether the Rental Vehicle is involved with other vehicles. Failure to notify may result in denial of benefits.

### **Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the loss. You or the Authorized Driver may contact the Company by calling toll-free stateside 1-800-338-1670 or, if from overseas, by calling collect 1-303-273-6497. You or the Authorized Driver may also write to Us at Car Rental Loss and Damage Insurance Claims Unit, PO Box 979178, Miami, FL 33197-9178.

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 Notice of Claim was provided as soon as reasonably possible. At the time You or the Authorized Driver provides Us with Notice of Claim, We will assist with completion of the Proof of Loss by providing instructions and/or documents, which You or the Authorized Driver may have to complete and return to Us. You or the Authorized Driver are required to cooperate with Us and provide documentation as requested by Us which is required and necessary to process the claim, determine if benefits are payable and collect amounts recoverable from others. No claim will be denied based upon Your or the Authorized Driver's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

### **Proof of Loss**

If required, a claim form will be sent to You or the Authorized Driver after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied. The proof of loss must be sent to: Car Rental Loss and Damage Insurance Claims Unit, PO Box 979178, Miami, FL 33197-9178. If the required proof of loss and other documentation is not received within sixty (60) days of the date of loss (except for documentation which has not been furnished for reasons beyond Your or the Authorized Driver's control), coverage may be denied. It is the claimant's responsibility to provide all required documentation.

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

1. an itemized repair bill;
2. a copy of charge slip for the rental of the Rental Vehicle, Rental Agreement or machine generated receipt to show rental was charged and paid for with an American Express Card;

3. a police report (if applicable);
4. photos of the Damaged Rental Vehicle, if available;
5. a copy of the Card Member's, Authorized Driver's or employer's auto insurance coverage, or a notarized letter stating no insurance;
6. a copy of all claim documents and correspondence, provided by the Rental Company;
7. a copy of the Rental Company's utilization log or other verifiable documentation acceptable to Us;
8. a copy of the driver's license of the Card Member and/or Authorized Driver, unless the driver's license number shows on the Rental Agreement;
9. a copy of the written Rental Agreement, front and back, which documents when the Rental Vehicle was checked out and checked in;
10. information pertaining to other available insurance coverage(s); and
11. any other information reasonably required to process the claim including Our rights to recover from others.

Your or the Authorized Driver's cooperation with issues related to their benefits is required.

#### **Payment of Claims**

A claim for benefits provided by this Plan will be paid within ninety (90) days after Our receipt of satisfactory Proof of Loss documentation and 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.

## **VI. GENERAL PROVISIONS**

#### **Change of Permanent Residence**

You must notify Us as soon as possible if You change Your Permanent Residence. If the change is to a different state, Your Plan provisions may be adjusted to conform to the requirements of that state. We will send any and all notices or Plan related materials to Your last known address on file. If You fail to notify Us of a change in Your Permanent Residence, You may not receive all notices and Plan related materials.

#### **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; Change**

This Description of Coverage, the Policy, the declarations page and any applications, endorsements or riders make up the entire contract. Any statement You or the Authorized Driver 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. Changes shall take effect as of the date a replacement Description of Coverage, if any, is issued or the date otherwise agreed upon by the Master Policyholder and the Company. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any reasonable time upon reasonable notice.

#### **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 the Authorized Driver or by anyone acting on Your or their behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided if You or the Authorized Driver, whether before or after a loss, have:

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.

We may be required to report suspicion of fraudulent activity and/or confirmed fraudulent activity to Your residency state's Department of Insurance.

### **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.

### **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 any 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.

### **Secondary Coverage**

This Plan is secondary to all other valid and collectible insurance or other sources of indemnity and shall apply only when such other benefits are exhausted. We will pay only that portion of the loss benefit which is not reimbursed by other collectible insurance or other sources of indemnity, up to Our limits, as provided under the Description of Benefits section.

### **When a Card Member has Coverage under similar products underwritten by AMEX Assurance Company**

A Card Member may be covered for similar benefits under different products underwritten by AMEX Assurance Company. If the products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product(s) will provide excess coverage.

### **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.

## **VII. TERMINATION OR CANCELLATION**

Coverage will terminate automatically on the earliest of the following:

1. when the Rental Company resumes control of the Rental Vehicle, or 30 consecutive days after the Rental Vehicle was checked out by You or another Authorized Driver, whichever is earlier;
2. the date You no longer maintain a Permanent Residence in the 50 United States of America, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;
3. the date We notify You of our determination that Your enrollment or claims information contains a misrepresentation or fraudulent statement or fails to disclose material information;
4. the date You terminate Your Account and are no longer a Card Member;
5. the date Your Account is cancelled by American Express; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

The Company has the right to cancel this Description of Coverage or any endorsement or rider at any time by sending a written notice at least sixty (60) days in advance to You at Your last known address. The notice

will include the reason for cancellation. You will be eligible to receive benefits if You fully activated coverage in accordance with this Description of Coverage prior to the effective date of the Company's cancellation.

Termination or cancellation of coverage will not prejudice any claim submitted prior to termination or cancellation subject to all other terms of the Policy.

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Policy. This Description of Coverage replaces any prior Description of Coverage which may have been furnished in connection with the Policy. For any questions regarding the benefits described in this Description of Coverage, please call 1-800-338-1670 or International Collect 1-303-273-6497, the number listed on the back of Your card, or the number shown on Your card statement.

**This Description of Coverage is an important document. Please read it and keep it in a safe place.**

IN WITNESS WHEREOF, We have caused this Description of Coverage to be signed by Our officers:



Kyle J. Ragucci  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company