# Extended Warranty Plan Documents

# To File a Claim, visit americanexpress.com/onlineclaim.

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

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# 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 <u>NAC.Admin@aexp.com</u>. To process this request, be sure to include in the email body the following information:

- (1) Purchase 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., Extended Warranty) being requested.

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



# Extended Warranty Benefit Guide

This Benefit Guide describes the **Extended Warranty** benefits. Information in this Benefit Guide replaces any **Extended Warranty** benefits document You may have received previously for Your Additional Card Benefits as of the Effective Date listed in the Additional Terms section. <u>Read this Benefit</u> <u>Guide carefully.</u>

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

Shop with more confidence. You can shop with less worry knowing the terms of the **Original Manufacturer's Warranty** can be extended up to 3 additional years when you use your **Eligible Card** to make a **Covered Purchase**. Applies to warranties of 5 years or less on **Covered Purchases** in the United States or its territories or possessions.

# 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 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

Coverage is activated each time a **Card Member** makes an **Eligible Payment** for a **Covered Purchase**.

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

The amount of the one original worldwide charge to an **Eligible Card** for the purchase of a tangible item of property for personal or business use or as a gift.

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

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) <u>DO NOT</u> qualify on purchases redeemed in part or full towards the **Covered Purchase**.

#### What is a Covered Purchase?

It is the tangible item of property purchased as a gift or personal or business use and charged to an **Eligible Card**.

# What is Covered?

Any **Covered Purchase** which experiences an **Extended Warranty Covered Event** during the **Extended Warranty Coverage Period** as described below.

Benefits are provided for **Replacement Cost** up to the lesser of the **Eligible Payment** or the per item and calendar year maximums as described below.

Extended Warranty Covered Period	Original Manufacturer's Warranty Period	Per Item	Calendar Year
Up to three (3) additional years	On <b>Original</b> <b>Manufacturer's</b> <b>Warranties</b> of five (5) years or less.	Up to \$10,000 per <b>Covered</b> <b>Purchase</b>	Up to \$50,000 per Eligible Card

### What is Extended Warranty?

It is the protection that matches the **Original Manufacturer's Warranty** provided for a **Covered Purchase** if an **Extended Warranty Covered Event** occurs during the **Extended Warranty Coverage Period**.



An event that matches the Original Manufacturer's Warranty.

### When does the **Extended Warranty Coverage Period** Start?

It begins after the longer of the Original Manufacturer's Warranty coverage and/or Purchase Service Contract expiration.

### What is an **Original Manufacturer's Warranty**?

It is the express written full or limited warranty for defects in material and/or workmanship provided by the original manufacturer of the Covered Purchase and which is valid in the United States, District of Columbia or its territories or possessions.

#### What is a **Purchase Service Contract**?

It is a paid agreement to repair or replace an Extended Warranty Covered Purchase that is not the Original Manufacturer's Warranty.

#### Is the total cost of the **Covered Purchase** eligible for coverage?

Only the Covered Purchase amount which was charged to the Eligible Card qualifies for benefits under Extended Warranty and is subject to the maximums described above.

### What happens if the **Original Manufacturer's Warranty** coverage and/or Purchase Service Contract agreement prematurely ends?

If the Card Member is notified the Original Manufacturer's Warranty coverage and/or Purchased Service Contract has prematurely expired for any reason including bankruptcy of the responsible party, Extended Warranty benefits will apply as of the date of the premature expiry and continue to provide coverage, for up to the lesser of a period matching the Original Manufacturer's Warranty period or the maximum Extended Warranty Coverage Period, subject to the maximums described above.

# 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.

## NO COVERAGE IS PROVIDED FOR:

#### A. A Covered Purchase which is/are:

- 1. covered by an unconditional satisfaction guarantee;
- 2. damaged through alteration or modification of any kind;
- 3. animals or living plants;

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# NO COVERAGE IS PROVIDED FOR: (CONTINUED)

- 4. one-of-a-kind items including antique, artwork, furs, or previously owned and used items (except when refurbished by the original manufacturer);
- 5. purchases that are consumable or have a limited life span like food, perfume, light bulbs, batteries, etc.;
- credit cards, securities, documents and tickets, 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;
- 7. items that are rented, leased or borrowed;
- 8. **Motorized Devices** or **Motorized Device Parts**, except for **Motorized Devices** and **Motorized Device Parts** that are permanent residential or business fixtures that can be removed without damaging the structure;
- 9. permanent residential or business fixtures, additions or built-ins that can't be removed without damaging the structure;
- 10. land or buildings;
- 11. 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;
- 12. downloadable services, application programs, computer programs, operating software, firmware and other software of any kind;
- 13. items voluntarily or involuntarily discarded;
- 14. indirect or direct damages to any other item or property resulting from a **Covered Event**;
- 15. items purchased for use as resale (i.e., goods purchased as inventory for sale); or
- 16. items purchased for professional or commercial use including education, training or skills, or to be used in professional competition.

#### B. A Covered Purchase that also includes:

- 1. charges for shipping, handling, installation, assembly, professional advice, maintenance or other service fees, warranties or memberships including costs or fees in addition to the **Replacement Cost**;
- 2. rebates, discounts or money from lowest price programs;
- 3. any legal defense costs or expenses;
- 4. any request to return a **Covered Purchase** by a retailer, wholesaler, or manufacturer including product recall;
- 5. additional service contract, **Extended Warranty** coverage or **Purchased Service Contract** for a computer, computer component or part that is bought which already comes with an **Original Manufacturer's Warranty** and/or retailer's warranty, unless such coverage is provided and administered by the original manufacturer; and
- 6. repairs not completed at an authorized repair facility or other repair facility acceptable under the **Original Manufacturer's Warranty** or using aftermarket parts not approved by the **Original Manufacturer's Warranty**.



## NO COVERAGE IS PROVIDED FOR: (CONTINUED)

- C. An Extended Warranty Covered Event that includes:
  - 1. physical damage, including damage as a direct result of **Natural Disaster** or a power surge, except to the extent the **Original Manufacturer's Warranty** covers such physical damage; or
  - 2. Eligible Beneficiary's participation in a felony, riot, civil disturbance, protest or insurrection.
- D. An Extended Warranty Coverage Period that includes:
  - 1. a duration where the combination of the **Original Manufacturer's Warranty** coverage and/or **Purchase Service Contract** exceeds five (5) years.

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 <u>americanexpress.com/onlineclaim</u> 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:

  the original itemized store receipt with applicable sales tax included:
  - 1. the original itemized store receipt with applicable sales tax included;
  - 2. a copy of the **Original Manufacturer's Warranty** coverage and any **Purchase Service Contract** agreement (if applicable); and
  - 3. a photograph of and/or completed repair estimate form.
- 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.



#### How are benefits paid on installment billing plans?

A **Claim** for benefits related to **Covered Purchases** under an installment plan will be paid up to the lesser of the **Eligible Payment** or per item maximum as described in the "**What is Covered?**" section for

- the total installment plan Eligible Payment as of the date of the Covered Event; or
- the last remaining installment plan balance if it has been fully paid with an **Eligible Payment**.

Billing installments for the same **Covered Purchase** do not restart the **Coverage Period** for that **Covered Purchase**.

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

# **Additional Terms & Definitions**

### Additional Terms

#### A. Assignment

The **Extended Warranty** 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 Retail 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 **Extended Warranty** 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.



### Additional Terms (Continued)

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

#### D. Criminal Activity/Fraud

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

#### E. Effective Date

Your Extended Warranty benefits start for Covered Purchases made on and after:

• 10/1/2020 for all Eligible Cards which are or were in effect.

This Benefit Guide replaces any **Extended Warranty** 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. 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**

**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.

**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.

**Motorized Devices** means machines with a motor or engine or other power source used for agriculture, construction, demolition, landscaping, recreational or transportation purposes. This includes such machines as aircraft, chain saws, generators, golf carts, heaters, motor boats, motor vehicles, motorcycles, refrigerators, scooters and snowmobiles or other items that can be towed by or attached to any **Motorized Device**, including trailers.



### Additional Definitions (Continued)

**Motorized Device Parts** means items subject to combustion, severe wear and tear or mileage stipulations, including components, equipment or parts.

**Natural Disaster** means hurricanes, floods, tornados, earthquakes or any other event in the course of nature that occurs at the same time or in separate instances that have been declared a **Natural Disaster** by local authorities or governments.

**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 or reimbursement of the **Eligible Payment**.