

Baggage Insurance Plan Plan Documents

Applicable to Purchases made on or after:

1/1/2020

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To file a claim electronically for a qualifying event please visit us at americanexpress.com/onlineclaim.
For any coverage inquiries related to purchases made prior 1/1/2020 please refer to your Additional Card Benefits document delivered with your American Express Card.

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

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 1-303-273-6498.

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 1-303-273-6498.

How to File a Claim

- A. To file a **Claim** for a **Covered Event** please visit us at americanexpress.com/onlineclaim or call 1-800-228-6855, if international, collect at 1-303-273-6498.
- 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 take effect for eligible purchases made on and after:

- January 1, 2020 when other than a New York State **Card Member**
- October 1, 2020 when a New York State **Card Member**

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**.

BAGGAGE INSURANCE PLAN DESCRIPTION OF COVERAGE

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

The Baggage Insurance Plan provides benefits for a Covered Person’s damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier tickets are purchased and charged to Your Account, subject to exclusions and limitations described in this Description of Coverage.

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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

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

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

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

Card Member means a person who has been issued a United States of America based proprietary American Express Card.

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 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.

Company means AMEX Assurance Company.

Covered Person means

1. the Card Member, and the Card Member’s spouse or Domestic Partner and dependent children under 23 years of age.

All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, or the U.S. Virgin Islands. All other persons are not Covered Persons under the Plan.

Covered Trip means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket or verification issued by the Common Carrier, provided the Covered Person's Entire Fare for such trip on the Common Carrier involved in the Loss has been charged to a Card Member's eligible Account prior to any Loss.

Domestic Partner means a person who either,

1. can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision; or
2. can meet all of the following qualifications:
 - a. have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
 - b. are not married to any other person;
 - c. are at least 18 years old;
 - d. are not related to each other by blood closer than would bar marriage per state law; and
 - e. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

Entire Fare means the full fare cost for a Covered Trip on a Common Carrier using an American Express Card Account or in combination with American Express Membership Rewards® Points or American Express Pay with Points programs. Entire Fare does not include fares on a Common Carrier defrayed in full or in part with Common Carrier Frequent Flyer Miles points or coupon/vouchers.

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

Loss means damaged, stolen or lost Baggage.

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 he/she intends 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 (AX0400) issued by the Company to American Express Travel Related Services Company, Inc.

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

We, Us, and Our means the Company.

You and Your means the Card Member.

II. **COVERAGE ACTIVATION**

Coverage is activated for a Covered Person under the Plan while taking a Covered Trip only when the Entire Fare has been charged to an eligible Account. Eligibility for coverage will remain in effect as long as the definition of a Covered Person is met.

III. **DESCRIPTION OF BENEFITS**

What is Covered

We will pay a benefit to a Covered Person for a Loss up to the applicable limits (including applicable sales tax) and under the circumstances described below.

Coverage for all benefits under this Description of Benefits section is secondary to any other coverage, which is primary and/or provided by a Common Carrier. Where other coverage is available to the Covered Person, Our benefit will be secondary to the amount payable under other coverage. The combined payment from this Plan's coverage and other coverage shall not exceed Our Replacement Cost.

Baggage Benefit

A Covered Person is eligible for this benefit if the Loss occurs while on a Covered Trip when:

1. the Covered Person is riding solely as a passenger on a Common Carrier;
2. the Covered Person is on a Common Carrier's terminal premises designated for passenger use immediately before Boarding or immediately after Exiting from a Common Carrier; or
3. the Covered Person is Boarding or Exiting from a Common Carrier.

We will pay a benefit for the Replacement Cost of Baggage while in direct transit to a Common Carrier's terminal for the purpose of Boarding a Common Carrier or when leaving from a Common Carrier's terminal directly after Exiting from a Common Carrier, up to \$1,250 for each Covered Person on a Covered Trip.

We will pay a benefit for the Replacement Cost of carry-on Baggage (other than in direct transit to/from a Common Carrier's terminal) up to \$1,250 for each Covered Person on a Covered Trip.

We will pay a benefit for the Replacement Cost of checked Baggage (other than in direct transit to/from a Common Carrier's terminal) up to \$500 for each Covered Person on a Covered Trip.

High-risk Items Benefit

We will pay a maximum benefit of \$250, for each Covered Person on a Covered Trip for Loss of high-risk items.

High-risk items include, but are not limited to:

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

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

IV. **EXCLUSIONS**

General Exclusions

This Plan does not cover Loss 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. any act by customs or other governmental authority whether involving Your consent or by confiscation or requisition (except the Transportation Security Administration);
3. defective workmanship, normal wear and tear and gradual deterioration; or
4. fraud or abuse or illegal activity of any kind by or on behalf of the Covered Person.

Items Not Covered

This Plan does not cover:

1. cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or evidences of debt or intangible property;
2. credit cards and other travel documents (including, but not limited to, passports and visas);
3. securities;
4. tickets and documents;
5. living plants and animals;
6. food, consumable and perishable items;
7. eyeglasses, sunglasses, and contact lenses; hearing aids, artificial teeth and limbs; prescription or non-prescription drugs; or
8. property shipped as freight or shipped prior to the Covered Trip departure date.

V. CLAIMS PROCESS

If the Covered Person experiences a Loss for which You or the claimant believe a benefit is payable under this Plan, You or the claimant must provide both Notice of Claim and Proof of Loss.

To insure prompt processing of the claim, report any damaged, stolen, or lost Baggage immediately following the date of the Loss. Retain any receipts and damaged property (if applicable) until the claim process is complete.

Notice of Claim

Notice of Claim should be provided to Us within thirty (30) days of the Loss. You or the claimant may contact the Company by calling toll-free stateside 1-800-228-6855 or, if from overseas, by calling collect 1-303-273-6498. You or the claimant may also write to Us at AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920.

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 claimant 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 claimant may have to complete and return to Us. You or the claimant 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. No claim will be denied based upon Your or the claimant's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier responsible for the Loss has settled the claim against it. If the Common Carrier completely denies Your claim, there will be no reimbursement for the Loss under this Plan unless the sole reason for denial is the specific exclusion of a particular item under the Common Carrier's contract of carriage.

Proof of Loss

If required, a claim form will be sent to You or the claimant 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 or the claimant with instructions and/or a claim form in response to Your or the claimant's Notice of Claim, or the claim may be denied. The proof of loss must be sent to: AMEX Assurance Company, PO Box 981553, El Paso, TX 79998-9920. If the required proof of loss and other documentation is not received within sixty (60) days of Our request (except for documentation which has not been furnished for reasons beyond Your or the claimant's control), coverage may be denied. It is Your or the claimant's responsibility to provide all required documentation.

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

1. a Baggage Insurance Plan claim form, which includes an inventory list of items that are being claimed;
2. itemized store receipts for claimed inventory, if available;
3. itinerary with Account number charged, breakout of fare (taxes, miles/points redeemed) and travel dates;
4. for checked Baggage, the written report of the Loss filed with the Common Carrier; and
5. settlement or denial of the checked Baggage Loss filed with the Common Carrier.

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

You or the claimant may be required to send in the damaged property at Our expense for further evaluation of the claim. If requested, You or the claimant must send in the damaged property within sixty (60) 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 within thirty (30) days after Our receipt of Your or the claimant's 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.

Claims will be paid on the basis of the Replacement Cost of the covered property. If You or the claimant are eligible to recover the Loss from other insurance sources, We will make a payment to You or the claimant only to the extent the Loss exceeds the amount paid from other insurance. The Company may, at its option, elect to repair or replace the covered property. If the Company elects to replace the property it will be of like kind and quality.

VI. GENERAL PROVISIONS

Change of Permanent Residence

You must notify Us as soon as reasonably 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 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; Changes

This Description of Coverage, the Policy, the declarations page, 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. 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 by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited.

No coverage is provided to a Card Member who, whether before or after a Loss, has:

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

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 documentation 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.

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 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. 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;
2. 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;

3. the date You terminate Your Account and are no longer a Card Member;
4. the date Your Account is cancelled by American Express; or
5. 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 1-800-228-6855 or International Collect 1-303-273-6498, 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:



Gregory M. Pond
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company

AMENDATORY ENDORSEMENT

To be attached to and made a part of the Description of Coverage/Policy.

THIS ENDORSEMENT CHANGES YOUR DESCRIPTION OF COVERAGE/POLICY. PLEASE READ IT CAREFULLY.

Applicable to Residents of New York

1. The following is hereby added to the **Description of Benefits** section:

In addition to the maximum limits stated above, We will pay benefits for Replacement Cost of checked and carry-on Baggage for:

- a. \$10,000 aggregate maximum for all Covered Persons per Covered Trip.

ALL OTHER TERMS AND CONDITIONS OF THE DESCRIPTION OF COVERAGE/POLICY REMAIN UNCHANGED.



Gregory M. Pond
President
AMEX Assurance Company



Mark W. Musser
Secretary
AMEX Assurance Company