

# Purchase Protection Benefit Guide

This Benefit Guide describes the Purchase Protection benefits. Information in this Benefit Guide replaces any Purchase Protection 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.

Sometimes your favorite new purchase gets stolen or accidentally damaged. But when you use your **Eligible Card** for **Covered Purchases**, your Membership can help protect them for up to 90 days from the **Covered Purchase** date.

## 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

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) DO NOT 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 a **Purchase Protection Covered Event** during the **Purchase Protection 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.

Benefits also includes a per occurrence maximum for any one **Purchase Protection Covered Event** related to a **Natural Disaster** as described below.

<b>Purchase Protection Covered Period</b>	<b>Per Item</b>	<b>Calendar Year</b>	<b>Natural Disaster</b>
Up to 90 days from the date of the <b>Covered Purchase</b>	Up to \$1,000 per <b>Covered Purchase</b>	Up to \$50,000 per <b>Eligible Card</b>	Up to \$500 per <b>Purchase Protection Covered Event</b>

## *What is a Purchase Protection Covered Event?*

A **Covered Event** which results in damage to or theft of a **Covered Purchase**.

*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 Purchase Protection and is 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;
- B. confiscation by any government authority, public authority or customs authority of a **Covered Purchase**;
- C. the **Eligible Beneficiary's** participation in a felony, riot, civil disturbance, protest or insurrections;
- D. damage to, or theft while property is under the temporary care and control of a third party other than the **Eligible Beneficiary**, including a common carrier;
- E. an item not being reasonably safeguarded, for example, leaving it in an unlocked vehicle or at an unoccupied site;
- F. theft of, or from, baggage not carried by an **Eligible Beneficiary** or under the control of an **Eligible Beneficiary** or a traveling companion known by the **Eligible Beneficiary**;
- G. normal wear and tear, or a defect in the product;
- H. damage to an item purchased for play (i.e. sports and recreational equipment, remote control items other than drones);
- I. items which are lost or irretrievable (i.e. neither stolen or damaged), misplaced, or **Mysteriously Disappeared**; or
- J. fraud, dishonesty, or criminal acts or omissions, committed by the **Eligible Beneficiary's** partners, members, officers, managers, employees (including leased or temporary employees), directors, trustees, or authorized representatives.

### 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;
  - 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.;
  - 6. 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;

## NO COVERAGE IS PROVIDED FOR: (CONTINUED)

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**; or
  15. items purchased for use as resale (i.e., goods purchased as inventory for sale).
- 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; and
  3. any legal defense costs or expenses.

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 call us at 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. the original itemized store receipt with applicable sales tax included;
  2. a copy of any insurance declaration pages or agreement (e.g. homeowner's or renter's insurance policies, purchase service contracts);
  3. a photograph of and/or completed repair estimate form; and
  4. for theft and vandalism claims –
    - a. written report of the theft filed with the appropriate authority; and
    - b. such report should be filed prior to providing **Notice of Claim**.
- 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 Purchase Protection benefits may not be assigned and any implied assignment is void.

## Additional Terms (Continued)

### 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 Purchase Protection 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 Purchase** prior to the effective date of the benefit cancellation.

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

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

### E. **Effective Date**

Your Purchase Protection benefits take effect for eligible purchases made on and after October 21, 2021.

This Benefit Guide replaces any Purchase Protection 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**

Purchase Protection is intended to **Pay** only for amounts not covered by any other insurance or agreement including reimbursement by a retailer, wholesaler or manufacturer. 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**.

## Additional Terms (Continued)

### *Does this mean it is secondary coverage?*

Yes, it is secondary to any other coverage which may be available to You. Examples of coverage to which We are secondary would be any homeowner's or renter's insurance and/or retailer's or wholesaler's or manufacturer's purchase service contracts generally offered at the point of sale.

### 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

**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.

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

**Mysteriously Disappeared** means the vanishing of an item in an unexplained manner when there is an absence of evidence of a wrongful act by a person or persons.

**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**.