

# Baggage Insurance Plan Plan Documents

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To file a claim electronically for a qualifying event please visit us at [www.americanexpress.com/onlineclaim](http://www.americanexpress.com/onlineclaim).

## **BAGGAGE INSURANCE PLAN DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

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, Business Travel Account, Airline Billing Account or a Treasurer’s Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries (“American Express”) 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.

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Card Member** means a person or Sponsoring Organization 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; or
2. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

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 or Sponsoring Organization'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.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Card Member and participates in the Corporate Card program offered by American Express.

**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 \$3,000 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 \$3,000 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 \$2,000 for each Covered Person on a Covered Trip.

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

### **High-risk Items Benefit**

We will pay a maximum benefit of \$1,000, 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 1-800-645-9700 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 1-800-645-9700 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:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company



## AMENDATORY ENDORSEMENTS

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 Alabama

1. The **Legal Actions** provision is replaced by the following:

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 six (6) years from the time written Proof of Loss is required to be given.

BIP-END1-AL 09/17

### Applicable to Residents of Alaska

1. The opening paragraph to the **General Exclusions** section is replaced by the following:

This Plan does not cover Loss for which coverage sought was directly or wholly caused by:

2. The **Legal Actions** provision is replaced by the following:

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 a claim has been denied.

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.

BIP-END1-AK 09/17

### Applicable to Residents of Arkansas

1. The **Legal Actions** provision is replaced by the following:

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 five (5) years from the time written Proof of Loss is required to be given.

2. The **Right to Recovery** provision is replaced by the following:

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, only after You have been fully compensated for the loss sustained.

BIP-END1-AR 09/17

### Applicable to Residents of Connecticut

1. The **Subrogation** provision is replaced by the following:



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.

3. The **Payment of Claims** section is replaced by the following:

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.

4. The **Fraud** section is replaced by the following:

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.

A "fraudulent insurance act" is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto

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.

5. The **Legal Actions** section is replaced by the following:

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 five (5) years from the time written Proof of Loss documentation 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.

6. The **Cancellation** section is replaced by the following:

Coverage may be canceled upon sixty (60) days' written notice to You at Your last known address for one of the following reasons:

1. nonpayment of premium;

2. the policy was issued because of a material misrepresentation;
3. any insured violated any of the material terms and conditions of the policy;
4. unfavorable underwriting factors, specific to the insured, exist that were not present at the inception of the policy;
5. a determination by the commissioner that continuation of coverage could place the insurer in a hazardous financial condition or in violation of the laws of this state; or
6. a determination by the commissioner that the insurer no longer has adequate reinsurance to meet the insurer's needs.

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 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.

Cancellation of coverage will not prejudice any Notice of Claim submitted prior to cancellation subject to all other terms of the Policy.

BIP-END1-KS 09/17

#### **Applicable to Residents of Kentucky**

1. The **Termination or Cancellation** provision is replaced by the following:

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 seventy five (75) 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.

BIP-END1-KY 09/17

#### **Applicable to Residents of Louisiana**

1. The definition of **Domestic Partner** is hereby removed from the **Definitions** section.
2. All other references to **Domestic Partner** are hereby removed from the Description of Coverage.
3. The **Right to Recovery** provision is replaced by the following:

If the Company makes any payment under this Policy and the Card Member has the right to recover damages from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to the Card Member's right to be fully compensated.

4. The **Subrogation** provision is replaced by the following:

In the event of any payment under this Plan, We shall be subrogated to the extent of such payment to 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.

BIP-END1-LA 09/17

### **Applicable to Residents of Maryland**

1. The **Legal Action** provision is replaced by the following:

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.

2. The second paragraph of the **Termination or Cancellation** provision is replaced by the following:

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, by using first class mail tracking method. 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.

BIP-END1-MD 09/17

### **Applicable to Residents of Minnesota**

1. The following is hereby added to the **Notice of Claim** provision:

Providing notice to an agent appointed by Us amounts to notice to Us.

2. The **Payment of Claims** provision is replaced by the following:

A claim for benefits provided by this Plan will be paid within five (5) business 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.

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.

3. The following is hereby added to the **Fraud** provision:

No oral or written misrepresentation made by You, or on Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to

deceive and defraud, or unless the matter misrepresented increases the risk of loss.

4. The following is hereby added to the **Subrogation** provision:

We shall not subrogate against any persons or organizations also insured under Our Plan or under any other Policy issued by Us, with respect to the same loss.

BIP-END1-MN 09/17

### Applicable to Residents of Missouri

1. The **High-risk Items Benefit** section is replaced by the following:

We will pay a maximum benefit of \$1,000, for each Covered Person on a Covered Trip for Loss of high-risk items.

High-risk items include:

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.

2. The **Notice of Claim** section is replaced by the following:

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 800-645-9700 or, if from overseas, by calling collect 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. No claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020. 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.

3. The first paragraph of the **Proof of Loss** section is replaced by the following:

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 (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.

4. The **Legal Actions** section is replaced by the following:

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 ten (10) 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.

BIP-END1-MO 09/17

### **Applicable to Residents of Montana**

1. The following statement is added to the face page of the Description of Coverage:

**If there is a discrepancy between Policy and the Description of Coverage, the Description of Coverage governs.**

2. The **Conformity with State and Federal Law** section is replaced by the following:

#### **Conformity with Montana Statutes**

If a Plan provision does not conform to applicable provisions of Montana statutes, the Plan is hereby amended to comply with such statutes.

3. The **Termination or Cancellation** section is replaced by the following:

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. Coverage may be cancelled for one of the following reasons:

1. nonpayment of premium;
2. material misrepresentation;
3. substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk when the contract was written;
4. substantial breaches of contractual duties, conditions, or warranties;
5. determination by the commissioner that continuation of the policy would place the insurer in violation of this code;
6. financial impairment of the insurer; or
7. any other reason approved by the commissioner.

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





carry-on Baggage for:

- a. \$2,000 per bag/suitcase, including contents, per Covered Person; and
- b. \$10,000 aggregate maximum for all Covered Persons per Covered Trip.

BIP-END1-NY 09/17

### **Applicable to Residents of Oklahoma**

1. The following disclosure is hereby added to the first page:

Fraud: WARNING: Any person who knowingly, and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance company containing any false, incomplete or misleading information is guilty of a felony.

2. The opening paragraph to **Important Additional Information For You** section is replaced by the following:

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Description of Coverage issued to Card Members whose Permanent Residence is Oklahoma. 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 1-800-645-9700 or International Collect 1-303-273-6498, the number listed on the back of Your card, or the number shown on Your card statement.

BIP-END1-OK 09/17

### **Applicable to Residents of South Dakota**

1. The **Legal Actions** provision is replaced by the following:

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 six (6) years from the time written Proof of Loss documentation 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.

BIP-END1-SD 09/17

### **Applicable to Residents of United States Virgin Islands**

1. The **Policy** definition is replaced by the following:

**Policy** means the Group Insurance Master Policy (AX0400-VI) issued by the Company to American Express Travel Related Services Company, Inc.

2. The **Payment of Claim** section is replaced by the following:

#### **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.

3. The paragraph on **Company Cancellation** is hereby replaced by the following:

The Company can cancel this Description of Coverage or any endorsement or rider at any time for any reason including but not necessarily limited to:

- a. non-Payment of premium by the Master Policyholder;
- b. high loss experience; or
- c. a Company decision to stop underwriting this kind of insurance.

The Card Member has the right to know and/or request the grounds on which this Description of Coverage is cancelled. To that effect, the Company must provide thirty (30) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice 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. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

BIP-END1-VI 09/17

#### **Applicable to Residents of Utah**

1. The opening paragraph to the **General Exclusions** section is replaced by the following:

Benefits are not payable if the Loss for which coverage is sought was directly or wholly caused by:

2. The following is hereby added to the **Proof of Loss** provision:  
Failure to provide Proof of Loss within sixty (60) days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if it can be shown that proof of loss was provided as soon as reasonably possible. No claim will be denied based upon Your failure to provide proof of loss within such specified time, unless this failure operates to prejudice Our rights.

BIP-END1-UT 09/17

#### **Applicable to Residents of Vermont**

1. The **Definition** section is amended to add the following:

**Spouse** means a person to whom the Card Member is married or with whom the Card Member entered into a Civil Union under Vermont law.

All references to **spouse** are hereby added as defined terms throughout the Description of Coverage.

2. The first paragraph of the **Notice of Claim** provision is replaced by the following:

Notice of Claim should be provided to Us within [thirty (30)] days of the Loss or as soon as practicable. You or the claimant may contact the Company by calling toll-free stateside 1-800-645-9700 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.

3. The **Payment of Claim** section is replaced by the following:

A claim for benefits provided by this Plan will be paid within ten (10) 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.

BIP-END1-VT 09/17

### **Applicable to Residents of West Virginia**

1. The first paragraph of **Payment of Claims** has been replaced with:

A claim for benefits provided by this Plan will be paid within fifteen (15) days upon Our receipt and review of Your complete Proof of Loss documentation and Our determination that a claim is payable according to the terms of the Plan.

BIP-END1-WV 09/17

### **Applicable to Residents of Wyoming**

1. The **Payment of Claim** section is replaced by the following:

A claim for benefits provided by this Plan will be paid within forty-five (45) 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.

2. The **Legal Actions** provision is replaced by the following:

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 four (4) years from the time the 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.

BIP-END1-WY 09/17

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



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## Other State Notices

**Questions regarding your policy or coverage should be directed to:**

AMEX Assurance Company  
Complaints Department  
PO Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may call the toll-free number at (800) 645-9700.

**If you have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance:**

### FOR ARKANSAS RESIDENTS

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
(501) 371-2640 or (800) 852-5494

### FOR CALIFORNIA RESIDENTS

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
[www.insurance.ca.gov](http://www.insurance.ca.gov)  
Consumer Hotline: (800) 927-4357

### FOR IDAHO RESIDENTS

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043  
1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

### FOR ILLINOIS RESIDENTS

Illinois Department of Insurance  
320 West Washington Street  
Springfield, IL 62767-0001

### FOR VIRGINIA RESIDENTS

#### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

AMEX Assurance Company  
Complaints Department  
PO Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may call the toll-free number at (800) 645-9700.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission  
Bureau of Insurance

PO Box 1157  
Richmond, VA 23218  
(877) 310-6560 or TDD (804) 371-9206

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

FOR WISCONSIN RESIDENTS

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

PROBLEMS WITH YOUR INSURANCE? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**AMEX Assurance Company**  
**Complaints Department**  
**PO Box 53701**  
**MC: 08-01-20**  
**Phoenix, AZ 85072-9872**

**You may call the toll-free number at (800) 645-9700.**

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
PO Box 7873  
Madison, WI 53707-7873  
(800) 236-8517  
(608) 266-0103

## BAGGAGE INSURANCE PLAN INSURANCE POLICY

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

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 Insurance Policy.

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### **I. DEFINITIONS**

Certain words used in this Insurance Policy 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, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") on which the record of the charge for the Entire Fare is made.

**American Express Card** means any card bearing an American Express trademark or logo authorized by American Express Travel Related Services Company Inc., or its subsidiaries or affiliates, which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

**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.

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Card Member** means a person or Sponsoring Organization 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; or
2. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

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 or Sponsoring Organization'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.

**Insurance Policy or Policy** means the contract issued to the Policyholder provided the benefits described herein.

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

**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.

**Policyholder** means the Card Member.

**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.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Card Member and participates in the Corporate Card program offered by American Express.

**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 \$3,000 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 \$3,000 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 \$2,000 for each Covered Person on a Covered Trip.

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

### **High-risk Items Benefit**

We will pay a maximum benefit of \$1,000, 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 1-800-645-9700 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**

**Assignment**

This Policy may not be assigned and any purported assignment is void.

**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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

**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 Policy 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 Policy 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 Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-645-9700 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 Policy is an important document. Please read it and keep it in a safe place.**

IN WITNESS WHEREOF, We have caused this Insurance Policy to be signed by Our officers:



Jonathan T. Moore  
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 Texas

1. The **Proof of Loss** provision is replaced by the following:

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 ninety (90) 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 ninety (90) 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:

- a. a Baggage Insurance Plan claim form, which includes an inventory list of items that are being claimed;
- b. itemized store receipts for claimed inventory, if available;
- c. itinerary with Account number charged, breakout of fare (taxes, miles/points redeemed) and travel dates;
- d. for checked Baggage, the written report of the Loss filed with the Common Carrier; and
- e. 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 ninety (90) days from the date of Our request to remain eligible for coverage.

2. The **Payment of Claims** provision is replaced by the following:

Within 15 days after our receipt of proof of loss documentation and all information requested, We will provide You notification in writing as to whether:

- a. the claim or part of the claim will be paid; or
- b. the claim or part of the claim has been denied, and inform You :
  - i. of the reasons for denial;
  - ii. more information is necessary; or
  - iii. We need additional time to reach a decision. If additional time is needed, We will inform You of the reasons for such need.

If We have notified You that additional time is needed to reach a decision, We will either approve or deny the claim within 45 days of such notice. We will pay for a covered loss within 5 days after we have notified you that payment of the claim or part of the claim will be made.

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.

For items purchased under installment billing plans, We will pay the amount that has been billed up to the date of Loss/Covered Incident. Once the remaining balance has been paid or fulfilled by You, We will pay the remaining balance to You.

3. The following is hereby added to the **Fraud** section:

Coverage cannot be forfeited unless the material misrepresentation was shown at trial that the matter misrepresented:

- a. was material to the risk; or
- b. contributed to the contingency or event on which the Policy became due and payable.

4. The **Legal Actions** provision is replaced by the following:

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 a claim has been denied.

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.

5. The following is hereby added to the **Termination or Cancellation** section:

We may not cancel or non-renew this Policy based solely on the fact that You are an elected official.

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



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

BIP-END1-TX 09/17

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call AMEX Assurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-645-9700**

You may also write to AMEX Assurance Company at:  
P.O. Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de AMEX Assurance Company's para obtener información o para presentar una queja al:

**1-800-645-9700**

Usted también puede escribir a AMEX Assurance Company:  
P.O. Box 53701  
MC: 08-01-20  
Phoenix, AZ 85072-9872

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



# AMERICAN EXPRESS® CARD BAGGAGE INSURANCE PLAN

## DESCRIPTION OF COVERAGE Tokio Marine Pacific Insurance Limited

The Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost Baggage, whether checked or carry-on, when Common Carrier Conveyance tickets are purchased and charged to Your Account.

### **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, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc or its participating subsidiaries ("American Express").

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

**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 Conveyance.

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

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Cardmember** means a person or Sponsoring Organization who has been issued a United States of America based proprietary American Express Card, which is Current and in Good Standing, and who has

a Permanent Residence in the United States Territory of Guam or the Commonwealth of the Northern Marianas.

**Common Carrier Conveyance** 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.

**Company** means Tokio Marine Pacific Insurance Limited.

**Covered Person** means

- a. the Basic Cardmember, each Additional Cardmember, and each of these Cardmembers' spouses or Domestic Partners and dependent children under 23 years of age; or
- b. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization to have Common Carrier Conveyance fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

All Covered Persons must have a Permanent Residence within the United States Territory of Guam. or the Commonwealth of the Northern Marianas. All other persons are not Covered Persons under the Policy.

**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 Conveyance, provided the Covered Person's Entire Fare for such trip on the Common Carrier Conveyance involved in the Loss has been charged to a Basic or Additional Cardmember's or Sponsoring Organization's eligible American Express Card Account prior to any Loss.

**Current and in Good Standing** means a Cardmember Account for which the monthly minimum requirement has been paid prior to the date on which the claim is payable.

**Domestic Partner** means persons who either,

1. can provide documentation of registration of the Domestic Partner relationship pursuant to any rule or regulation that is relevant in the jurisdiction where the Domestic Partner and Cardmember reside; or

2. can meet 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 cost of the full fare for a Covered Trip on a Common Carrier Conveyance that is charged to the Basic or Additional Cardmember's or Sponsoring Organization's American Express Card and payable in full in U.S. dollars or combined with American Express Membership Rewards® Points. Entire Fare does not include fares on a Common Carrier Conveyance defrayed in full or in part with Frequent Flyer Miles.

**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 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.

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

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

**Permanent Residence** means the one primary dwelling place where the Covered Person resides and to which they intend to return.

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

**Platinum Cardmember** means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits.

**Policy** means the Group Insurance Master Policy CRCB000000107 issued to American Express Travel Related Services, Inc.

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

**Sponsoring Organization** means the corporation,

partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Cardmember and participates in the Corporate Card program offered by American Express.

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

**You, Your** means the Cardmember.

### **DESCRIPTION OF BENEFITS**

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

#### **Carry-on Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$1,250, for each Covered Person on a Covered Trip for Loss of carry-on Baggage. A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while on a Covered Trip.

#### **Checked Baggage Benefit**

We will pay a benefit for the Replacement Cost, up to \$500, for each Covered Person on a Covered Trip for Loss of checked Baggage. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

#### **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; and
4. computers and audio/visual equipment.

#### **Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$1,250, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

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

**DESCRIPTION OF BENEFITS FOR PLATINUM CARDMEMBERS**

**Carry-on and Checked Baggage Benefit** We will pay a benefit for the Replacement Cost of carry-on Baggage up to a maximum of \$3,000 for each Covered Person on a Covered Trip.

We will pay a benefit for the Replacement Cost of checked Baggage up to a maximum of \$2,000 for each Covered Person on a Covered Trip. (Bicycles are covered when checked as Baggage with a Common Carrier Conveyance.)

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

A Covered Person is eligible for this benefit if the Loss occurs while the Covered Person is upon a Common Carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Common Carrier Conveyance or while riding solely as a passenger in or Boarding or Alighting from a Common Carrier Conveyance while 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; and
- 4. computers and audio/visual equipment.

**Common Carrier Conveyance Benefit**

We will pay a benefit for the Replacement Cost, up to \$3,000, for each Covered Person on a Covered Trip, when a Common Carrier Conveyance ticket is purchased in advance of a Covered Trip, for Loss to Baggage while the Covered Person is riding solely as a passenger on a Common Carrier Conveyance when going directly to a Common Carrier's terminal for the purpose of Boarding a Common Carrier Conveyance or when leaving from a Common

Carrier's terminal directly after Alighting from a Common Carrier Conveyance.

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

Our payment of any eligible benefit amount is further contingent upon Your Account being Current and in Good Standing.

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

**EXCLUSIONS**

Benefits are not payable if the Loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following:

- 1. war or any act of war, whether declared or undeclared;
- 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;
- 4. any illegal act by or on behalf of the Covered Person.

**Items Not Covered**

This Plan does not insure:

- 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. plants and animals;
- 6. automobiles and equipment;
- 7. motorcycles and motors;
- 8. aircraft, boats or other conveyances; or
- 9. property shipped as freight or shipped prior to the Covered Trip departure date.

**CLAIMS PROVISIONS**

To claim a benefit which You believe is payable under this Plan, You must provide both Notice of Claim and Proof of Loss.

**Notice of Claim**

Notice of Claim should be provided to Us within thirty (30) days of the Loss. You may contact Us by calling 1-800-645-9700. You may also write to Us at Baggage Insurance Plan, 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 it was provided as soon as reasonably possible. At the time You provide Us with Notice of Claim, We will assist You with Your Proof of Loss by providing You with instructions and with documents, which You must complete and return to Us. You 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.

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

Claims for Loss of checked Baggage can be processed and paid only after the Common Carrier Conveyance responsible for the Loss has settled the claim against it. If the Common Carrier Conveyance 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 Conveyance's contract of carriage.

Carry-on Baggage claims will be subject to payment on the basis of the Replacement Cost.

For checked Baggage, You must file a written report of the Loss with the Common Carrier Conveyance before leaving the terminal. For carry-on Baggage, You must file a written report of the Loss with a local law enforcement agency, if You suspect theft of Your Baggage.

### **Proof of Loss**

Proof of Loss requires You to send Us all the information We request, at Your expense, in order that Your claim may be evaluated and that We may make a determination as to whether the claim may be paid. You must provide Us with satisfactory Proof of Loss within thirty (30) days after We have provided You with instructions and claim forms in response to Your Notice of Claim or Your claim may be denied. Your Proof of Loss documentation may be mailed to Us at the same address provided above for mailing Your Notice of Claim. We reserve the right to request all the information We deem necessary to determine

that Your claim is payable, and We will not consider that We have received complete Proof of Loss until the information We have requested is received.

Proof of Loss may require documentation consisting of, but not necessarily limited to, the following:

1. a Baggage Insurance Plan Claim Form;
2. the American Express charge receipt for the Covered Trip;
3. for checked Baggage, the written report of the Loss filed with the Common Carrier Conveyance; and
4. for carry-on Baggage, the written report of the Loss filed with the appropriate authority or law enforcement agency, if You suspect theft of Your Baggage.

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

If all required documentation is not received within thirty (30) days of the date of the Loss (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation We request.

You may be required to send in the damaged property at Your expense for further evaluation of Your claim. If requested, You must send in the damaged property within thirty (30) days from the date of Our request in order to remain eligible for coverage.

### **Payment of Claim**

A claim for benefits provided by this Plan will be paid upon Our receipt and review of Your 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 are eligible to recover your Loss from other insurance sources, We will make a payment to

You only to the extent Your 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.

### **TERMINATION OR CANCELLATION**

Coverage will cease on the earliest of the following:

1. the date You no longer maintain a Permanent Residence in the United States Territory of Guam or the Commonwealth of the Northern Marianas;

2. the date We determine that You or someone on Your behalf intentionally misrepresented or fraud occurred;
3. the date the Policy or any benefit under the Policy is cancelled;
4. the date You terminate Your Account and are no longer a Cardmember or Your Account is cancelled by American Express;
5. the date Your Account ceases to remain Current and in Good Standing; or
6. the date the Plan is not available in the location where You maintain a Permanent Residence.

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

The Company has the right to cancel the Policy 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.

### **GENERAL PROVISIONS**

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

If You change Your Permanent Residence to a different state, Your Policy provisions may be adjusted to conform to the requirements of that state.

#### **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 Law**

If a Plan provision does not conform to applicable provisions of law in the jurisdiction of the Cardmember, the Plan is hereby amended to comply with such law.

#### **Entire Contract; Representation; Changes**

This Description of Coverage, the Policy, 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. Only the President, Vice-President or Secretary of Tokio Marine Pacific Insurance Limited may change or waive the provisions of the Description of Coverage. No agent or other person may change the Description of Coverage or waive any of its terms. This Description of Coverage may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

#### **Excess Coverage**

If any Loss under this Plan is insured under any other

valid and collectible policy, then this Plan shall cover such Loss, subject to its exclusions, conditions, provisions and other terms herein, only to the extent that the amount of such Loss is in excess of the amount of such other insurance which is payable or paid.

#### **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.

We do not provide coverage to a Cardmember 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.

#### **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.

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.

#### **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.

**IMPORTANT ADDITIONAL INFORMATION FOR YOU**

This Description of Coverage replaces any other Description of Coverage under the Policy that You may have previously received for the Baggage


Insurance Plan.

**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:

  
Masaaki Morimoto  
President

  
Kenyu Okuda  
Chief Operating Officer

  
Authorized Representative  
at Hagatna, Guam

## **BAGGAGE INSURANCE PLAN INSURANCE POLICY**

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

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 Insurance Policy.

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### **I. DEFINITIONS**

Certain words used in this Insurance Policy 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, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") on which the record of the charge for the Entire Fare is made.

**American Express Card** means any card bearing an American Express trademark or logo authorized by American Express Travel Related Services Company Inc., or its subsidiaries or affiliates, which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

**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.

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Card Member** means a person or Sponsoring Organization 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; or
2. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

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 or Sponsoring Organization'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.

**Insurance Policy or Policy** means the contract issued to the Policyholder provided the benefits described herein.

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

**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.

**Policyholder** means the Card Member.

**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.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Card Member and participates in the Corporate Card program offered by American Express.

**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 \$3,000 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 \$3,000 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 \$2,000 for each Covered Person on a Covered Trip.

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

### **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 the 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 1-800-645-9700 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**

### **Assignment**

This Policy may not be assigned and any purported assignment is void.

### **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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

**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 Policy 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 Policy 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 Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-645-9700 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 Policy is an important document. Please read it and keep it in a safe place.**

IN WITNESS WHEREOF, We have caused this Insurance Policy to be signed by Our officers:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## Other State Notices

### FOR INDIANA RESIDENTS

**Questions regarding your policy or coverage should be directed to:**

**AMEX Assurance Company  
(800) 645-9700**

If you (a) need the assistance of the governmental agency that regulates insurance or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787

Consumer Hotline: (800) 622-4461; (317) 232-2395.

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

## **BAGGAGE INSURANCE PLAN INSURANCE POLICY**

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

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 Insurance Policy.

### **INDEX**

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### **I. DEFINITIONS**

Certain words used in this Insurance Policy 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, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") on which the record of the charge for the Entire Fare is made.

**American Express Card** means any card bearing an American Express trademark or logo authorized by American Express Travel Related Services Company Inc., or its subsidiaries or affiliates, which can be used to purchase goods or services at merchants on the American Express Network and which American Express Travel Related Services Company, Inc. designates as eligible for coverage under the Policy.

**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.

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Card Member** means a person or Sponsoring Organization 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; or
2. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

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 or Sponsoring Organization'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.

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

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**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.

**Policyholder** means the Card Member.

**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.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Card Member and participates in the Corporate Card program offered by American Express.

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

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## 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 \$3,000 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 \$3,000 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 \$2,000 for each Covered Person on a Covered Trip.

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

### **High-risk Items Benefit**

We will pay a maximum benefit of \$1,000, 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
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#### **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.

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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 1-800-645-9700 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.

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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 ninety (90) 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 ninety (90) 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 ninety (90) 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**

**Assignment**

This Policy may not be assigned and any purported assignment is void.

**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 Policy and any applications, endorsements or riders make up the entire contract. Any statement You make is a representation and not a warranty. This Policy may be changed at any time by written agreement by the Company. Changes shall take effect as of the date a replacement Policy is issued or the date otherwise communicated by the Company.

**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. intentionally concealed or intentionally 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 an intentional misrepresentation or intentional fraudulent statement or intentionally 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 Policy 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 Policy 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 Policy replaces any prior Policy which may have been issued to You. For any questions regarding the benefits described in this Policy, please call 1-800-645-9700 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 Policy is an important document. Please read it and keep it in a safe place.**

IN WITNESS WHEREOF, We have caused this Insurance Policy to be signed by Our officers:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

## **BAGGAGE INSURANCE PLAN DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

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, Business Travel Account, Airline Billing Account or a Treasurer's Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries ("American Express") 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.

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Card Member** means a person or Sponsoring Organization 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; or
2. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

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 or Sponsoring Organization'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.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Card Member and participates in the Corporate Card program offered by American Express.

**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 \$3,000 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 \$3,000 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 \$2,000 for each Covered Person on a Covered Trip.

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

### **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 1-800-645-9700 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 1-800-645-9700 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:



Jonathan T. Moore  
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 Puerto Rico

1. The Administrative Office section on the cover page of the document is replaced by the following:

Administrative Office, 20022 N. 31st Ave. MC: 08-01-20 Phoenix AZ 85027

2. The **Policy** definition is replaced by the following:

**Policy** means the Group Insurance Master Policy (AX0400-PR) issued by the Company to American Express Travel Related Services Company, Inc.

3. The first paragraph to the **Notice of Claim** provision is replaced by the following:

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 1-800-645-9700 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.

4. The first paragraph to the **Proof of Loss** provision is replaced by the following:

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.

5. The paragraph on **Company Cancellation** is hereby replaced by the following:

The Company can cancel this Description of Coverage or any endorsement for the following reasons:

- a. non-Payment of premium by the Master Policyholder; or
- b. a Company decision to stop underwriting this kind of insurance.

The Card Member has the right to know and/or request the grounds on which this Description of Coverage is cancelled. To that effect, the Company must provide sixty (60) days written notice, actually delivered or mailed by certified mail, prior to the date cancellation is effective, indicating in such notice 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. If the Company cancels, the Master Policyholder must assist the Company in notifying Card Members of the date their insurance is cancelled.

6. The first paragraph of the **IMPORTANT ADDITIONAL INFORMATION FOR YOU** section is replaced by the following:

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 1-800-645-9700 or International Collect 1-303-273-6498, the number listed on the back of Your card, or the number shown on Your card statement.

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



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company

BIP-END1-PR 09/17

## **BAGGAGE INSURANCE PLAN DESCRIPTION OF COVERAGE**

Underwritten by AMEX Assurance Company  
Administrative Office, 20022 N. 31<sup>st</sup> Ave. MC: 08-01-20 Phoenix AZ 85027

The Group Insurance Master Policy (AX0400) is issued to American Express Travel Related Services Company, Inc., the Policyholder. The Policy is issued in and governed by the laws of North Carolina. This Description of Coverage is governed by the laws of Washington. Coverage is provided to You subject to all exclusions and provisions of the Description of Coverage.

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, Business Travel Account, Airline Billing Account or a Treasurer’s Card and the extended payment account, if any, offered in conjunction with any of these, all issued by American Express Travel Related Services Company, Inc. or its participating subsidiaries (“American Express”) 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.

**Bona Fide Business Trip** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**Card Member** means a person or Sponsoring Organization 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; or
2. officers, partners, proprietors, employees, consultants or employment candidates authorized by a Sponsoring Organization, to have Common Carrier fares charged to that Sponsoring Organization's Account for a Bona Fide Business Trip.

All Covered Persons must have a Permanent Residence within the 50 United States of America, the District of Columbia, Puerto Rico, 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 or Sponsoring Organization'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 Description of Coverage 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.

**Sponsoring Organization** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate, which employs the Card Member and participates in the Corporate Card program offered by American Express.

**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 \$3,000 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 \$3,000 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 \$2,000 for each Covered Person on a Covered Trip.

If a Covered Person's Loss on a Covered Trip includes the Replacement Cost for both carry-on and checked Baggage, the benefit under this Plan is limited to a combined total of \$3,000.

### **High-risk Items Benefit**

We will pay a maximum benefit of \$1,000, 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 wholly 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 1-800-645-9700 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. intentionally 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, only after You have been fully compensated for the loss sustained.

**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 an intentional misrepresentation or intentional fraudulent statement or intentionally 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 and/or Policy is not available in the location where You maintain a Permanent Residence.

If the Master Policyholder cancels or non-renews the Master Policy, or if the Company cancels or non-renews this Description of Coverage or any endorsement or rider, written notice will be sent to You at least sixty (60) days in advance to Your last known address. The notice will include the reason for cancellation or non-renewal. 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 Master Policyholder's or the Company's cancellation or non-renewal.

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

**VIII. IMPORTANT ADDITIONAL INFORMATION FOR YOU**

The benefits described herein are subject to all of the terms, conditions, and exclusions of the Description of Coverage issued to Card Members whose Permanent Residence is Washington. 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 1-800-645-9700 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:



Jonathan T. Moore  
President  
AMEX Assurance Company



Mark W. Musser  
Secretary  
AMEX Assurance Company